



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

July 15, 2024

MINUTES

Roll Call

Present: Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: Robert Reives

CALL TO ORDER

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

INVOCATION

Commissioner Taylor Vorbeck provided an invocation and led the Board and meeting attendees in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Commissioner Vorbeck asked to move item V.B GreenHawk Corporation, Inc., Duke Energy and Emergency Access Easements to the Consent Agenda. County Attorney Whitney Parrish asked to note for the record that she will ask the County Manager to sign the certification to send to the bond trustee tomorrow. Chairman Smith asked to add an item to New Business, item VI.A Resolution in Support of Submitting a Legislative Goal to the North Carolina Association of County Commissioners to Abolish a Certificate of Need Requirement for Health Facilities.

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

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

Absent: 1 - Robert Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Taylor Vorbeck

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

Absent: 1 - Robert Reives

Motion Result: Passed

II.A Minutes from the June 17, 2024 Regular Meeting

BOC Regular Meeting Minutes_6-17-24_final.pdf

II.B June 17, 2024 Closed Sessions Minutes

II.C Cooperative Extension Truck Purchase

342270_23656_Ford20F15020Quote20-20Extension.pdf

II.D Letter from the Legal Department seeking an Attorney General's Formal Opinion concerning the ability to assess a special service charge on burdensome public records requests

Executed PRR Policy 7.24.23.pdf

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

Letter to AG seeking opinion Public Records Request Fees Final.pdf

II.E Lee County Daymark Mental Health Building Structural Study Proposal

24050078_Lee County_Mental Health Bldg_Geotech Prop.pdf

Mini_Brooks_Exemption_Form_S&ME.pdf

II.F Lee County Government Center Switchgear Upgrade Project

2024.05.21 - Lee County Switchgear Upgrade and Generator Replacement - Certified Bid Tab.pdf

RECORE.pdf

II.G Lee County Courthouse Chiller Replacement

Wilson and Lysiak_CH_Chiller Replacement.pdf

Mini_Brooks_CH_Jail_Chiller Replacement.pdf

II.H Van Purchase for Social Services

LEE DSS.PACIFICA.TOURING-L.2024.xlsx

II.I Purchase of Two Chevrolet Colorado Crew Cab Trucks for Lee County General Services

2024 Colorado Crew Cab 14C43 2510A.xlsx

II.J Vehicle Purchase for Lee County General Services

2024 Ford F250 Crew Cab 4X4 - Short Bed.pdf

II.K McSwain Center Auditorium Carpet Replacement

174645.PDF

- II.L HVAC Software Upgrade for the Courthouse and LCGC
 - Honeywell Proposal EBI Upgrade.pdf
 - Sole_Source_Justification_Form_Honeywell HVAC Software Upgrade.pdf
- II.M Central Carolina Holdings LLC. Scrap Tire Recycling Services Purchase Order
 - Tire_Agreement_2015.pdf
- II.N GFL Environmental Services Purchase Order
 - GFL Signed Service Agreement.pdf
- II.O HydroEnhance Board Upgrade for the Elevator at the Buggy Factory
 - Glide A, Hydroenhance Quote.pdf
 - Sole_Source_Otis Elevator_Hydroenhance_BF.pdf
- II.P Waterproofing for the Courthouse/Jail
 - Proposal P23RAL-142 Lee County New Courthouse BE Restoration CDCA - Phase One.pdf
 - Mini_Brooks_CH_Jail_Waterproofing.pdf
- II.Q Tyler Technologies - SaaS IAS Software - Contract Addendum
 - Lee County, NC Renewal Amendment EA&T 061324.pdf
 - Contract Addendum.docx
 - Tyler Contract 1998 - IAS.pdf
 - Tyler Lee County, NC iasWorld SaaS Contract 2013.pdf
- II.R Tyler Technologies - Munis - Contract Addendum
 - Tyler Munis Addendum 2023-2024 6.2024.pdf
 - Contract Addendum.docx
 - Tyler Lee County, NC Munis Contract 1997.pdf
 - Tyler Munis Software Annual Support - Auto Renewal Agreement Letter 2015.pdf
- II.S SouthData - Contract Addendum
 - 20240702-Lee County Tax Administration-03 - Amendment - Fully Executed.pdf
 - SOUTH DATA AGREEMENT 2006.pdf
 - South Data Agreement 2017.pdf
- II.T Approve the Resolution Authorizing Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Funds FAQ-on-Kroger-and-SAAF2-6.11.24.pdf
 - Final Kroger Settlement Resolution.pdf
- II.U Resolution Authorizing the Sale of Property Located at 331 Harbor Trace
 - 331 Harbor Trace Initial Resolution.pdf
 - 331 Harbor Trace Map.pdf
- II.V ESRI GIS Software for Strategic Services - Year 2

ESRI_LeeCo_EA_Renewal_2023_signed20230725.pdf

II.W Resolution designating Plat Review Officers to review and certify Maps and Plats for Lee County, North Carolina
RESOLUTION_DESIGNATING_PLAT_REVIEW_OFFICERS_2024-7-15.docx

II.X Lett's Tree Service Donation of Services
Services donation form.docx

II.Y Approval of Emergency Management Vehicle Purchase

II.Z Logan Systems Inc. Software, Hardware, Indexing and Imaging Services Five-Year Contract
Logan Contract ROD 2024-2029.pdf
Lee County NC Addendum.pdf

II.AA Household Hazardous Waste Services (HHWS)
HHW_Services_Agreement.pdf
Lee_County_NC_2nd_agreement_extension.pdf
Amendment to Household Hazardous Waste Services Agreement Renewal #2.docx MXI Addendum.pdf

II.AB Approval of Budget Amendment # 07/15/24/01
Budget Amendment Packet 7-15-24-1

II.AC Lee County Government/Town of Broadway Generator MOU and Partnership
Town of Broadway MOU - 3.1.24.docx

II.AD Upfit of Jail Transport Van
Estimate_261650_from_Batteries_of_NC__SWS_LL.C.pdf

II.AE New Patrol Vehicle Upfit Equipment and Installation
scan_dfreeman_2024-07-05-12-32-30.pdf

II.AF Tax Collector's Annual Settlement
Affidavit July 2024.pdf
Tax Collectors Report for FY 2024.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

II.AG Appointment of Chairman Kirk Smith as the voting delegate for the NCACC
Annual Conference Voting Delegate Appointment

II.AH Vehicle Purchase Order for Parks and Recreation

III. PUBLIC COMMENTS

- Greg Spivey, 517 S Franklin Drive (Fire Study)
- David Smoak, 96 Northridge Trail (Capital Improvement Plan/Budget)

IV. PUBLIC HEARINGS

IV.A Zoning Map Amendment / Request to rezone a 0.50 acre portion of a 1.24 acre tract of land addressed as 631/655 Bruce Coggins Road from Residential Agricultural (RA) to Residential Restricted (RR).

Zoning Administrator Amy McNeill presented a zoning map amendment request submitted by Bryan May to rezone a 0.50-acre portion of a 1.24-acre tract of land addressed as 631/655 Bruce Coggins Road from Residential Agricultural (RA) to Residential Restricted (RR). A copy of Ms. McNeill's presentation is attached and incorporated into these minutes. Mr. May would like to establish a newly recombined lot with one zoning designation of RR that he can subdivide into two lots with a minimum lot size of 30,000 square footage. Adjacent property is zoned RA and RR. Chairman Smith asked if there were any conflicts of interest regarding this request. None were identified.

Chairman Smith opened the public hearing at 6:10 p.m.

Those who spoke in favor:

- Bryan May, 655 Bruce Coggins Road (property owner) No one spoke in opposition.

Chairman Smith closed the public hearing at 6:17 p.m. and excused the Planning Board to their meeting.

001-REZ@Bruce Coggins Rd-BINDER.pdf

V. OLD BUSINESS

V.A Presentation by NC Fire Chief's Consulting

Deputy Fire Marshal Kevin Smith introduced Chief Gregory Grayson from NC Fire Chief's Consulting, who conducted a Comprehensive Fire Study for the County of Lee. A copy of his presentation is attached and incorporated into these minutes.

Chief Grayson gave a detailed presentation on the current state of the fire and rescue delivery in Lee County as well as personnel, financial, equipment, and long-range planning recommendations for the County. Strengths for the County are equipment quality, strong relationships and dedicated volunteers. Several impacts affecting the County include staffing shortages, decreasing volunteers, issues with the 911 Call Center, delayed delivery and production dates for fire trucks and equipment, and overall increasing costs. Suggestions include recruitment through a high school fire program, increased visibility of the fire departments and the potential for a SAFER grant to provide part time retention and recruiting. The study polled residents on the service received, not their feelings on the fire tax rates. The volunteer fire departments are using HGAC to get the lowest pricing on equipment and the study did find that half of the departments want to look at a unified County district versus the other half who wants the districts to remain separate.

Commissioner Carver asked if the VIPER radio system would improve communications and Chief Grayson indicated it would. County Manager Lisa Minter will send out the fire study report tomorrow and post it on the County's website.

Chairman Smith called for a 10-minute break at 7:15 p.m.

V.B GreenHawk Corporation, Inc., Duke Energy and Emergency Access Easements

This item was moved to the Consent Agenda.

GreenHawk Easement Agreement FINAL.pdf

20240308 Marelli Access Easement Exhibit.pdf

LeeCounty_Relocation.pdf

Easement.pdf

Deed Book 263 Page 950.pdf

DB 263 PG 950 LOCATION.pdf

Marelli Recombination Survey.pdf

VI. NEW BUSINESS

VI.A) Resolution in Support of Submitting a Legislative Goal to the North Carolina Association of County Commissioners to Abolish a Certificate of Need Requirement for Health Facilities

The Board resumed open session at 7:25 p.m.

Chairman Smith turned the gavel over to Vice Chairman Dr. Andre Knecht and presented and read aloud a resolution in support of submitting a legislative goal to the North Carolina Association of County Commissioners to abolish a Certificate of Need requirement for health facilities. A copy of the resolution is attached and incorporated into these minutes.

Vice Chairman Dr. Knecht then returned the gavel to Chairman Smith at 7:28 p.m. after the motion was passed.

Motion: Motion to adopt and approve the Resolution in Support of Submitting a Legislative Goal to the North Carolina Association of County Commissioners to Abolish a Certificate of Need Requirement for Health Facilities

Mover: Kirk Smith

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

Absent: 1 - Robert Reives

Motion Result: Passed

VII. MANAGERS' REPORTS

VII.A April 2024 Sales Tax Distribution

Finance Director Candace Iceman presented the April 2024 sales tax revenues are 3.92% ahead of the same period last fiscal year.

April 2024 Sales Tax Distribution.pdf

VII.B County Manager's Monthly Report

County Manager Lisa Minter presented her monthly report, a copy of which is attached and incorporated into these minutes. Part of the project updates included a video on the construction progress of the Lee County Athletic Park, which is available online on the Lee County NC YouTube channel. Ms. Minter introduced Autumn Smith, the new Community Support Services Department Director to the Board.

County Managers Report - 7-15-2024.pdf

SITE - HORTON PARK IMPROVEMENTS - PARKING AND SIDEWALK (AR 6-12-24)_page 3.pdf

CHSA Board_May 15 Meeting Minutes.pdf

Library_7.10.24 LCL Board Meeting Agenda.pdf

Library_2024_June_Library_Director_Report.pdf

PERMIT ISSUANCE REPORT- JUNE 2024.pdf

Tax_Monthly Managers Report June 2024.pdf TRC

Agenda_July 2024.pdf

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:47 p.m.

Mover: Dr. Andre Knecht

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

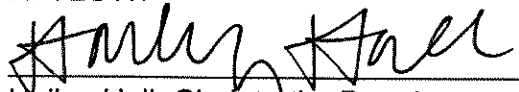
Absent: 1 - Robert Reives

Motion Result: Passed



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:.



Hailey Hall, Clerk to the Board





LEE COUNTY GOVERNMENT

NORTH CAROLINA

July 16, 2024

N.C. Attorney General Josh Stein
N.C. Attorney General's Office
9001 Mail Service Center
Raleigh, NC 27699-9001

RE: Request for Advisory Opinion on N.C. Gen. Stat. § 132-6.2
special service charge

Dear Attorney General Josh Stein,

The Lee County Board of Commissioners through its Legal Department, pursuant to North Carolina General Statutes § 114-2(5), is requesting a legal opinion of the Attorney General's Office in reference to North Carolina General Statutes § 132-6.2. The specific request is for an Advisory Opinion on whether local governmental entities may assess a special service charge under North Carolina General Statutes § 132-6.2(b) for the hourly rate of employees completing a burdensome public records request and how does North Carolina General Statutes § 132-6(c) affect the assessment of the special service charge.

It is clear, through the North Carolina open meetings laws and public records laws, that the intent of state and local governments is to be open and transparent in conducting official business. Further, it is the intent of governments to respond promptly and accurately to all public records requests received by the agency. There are times when public records requests are burdensome for counties. For example, if the request seeks thousands of emails and other written documents or records, IT staff must take time and run search queries to pull the records; departmental staff must review all downloaded files to consider their relevancy to the request; staff must determine if the record contains confidential information and redact it; then legal staff reviews the response before the records are provided to the requestor. Depending on the request, this process can take a significant amount of employee work time in several departments. Oftentimes when these requests are being reviewed, other staff members are required to cover the reviewing employee's job duties so they can complete the public record request. In our small jurisdiction, we have seen a continued increase in the number and length of these burdensome public records requests.



LEE COUNTY GOVERNMENT

NORTH CAROLINA

An initial reading of North Carolina General Statutes § 132-6.2(b) seems to allow government agencies to charge a reasonable special service charge if the request requires extensive use of information technology resources OR requires extensive clerical or supervisory assistance by the personnel providing the service of providing the public record. The plain language of this statute seems to allow agencies to charge for reasonable staff time, such as an hourly staff rate, when the public records request is burdensome to the everyday operation of the department fulfilling the request. However, North Carolina General Statutes § 132-6(c) places the burden and cost of separating confidential from non-confidential information on the public agency, which appears to require no charge for the time for review to determine confidentiality and the time for redaction.

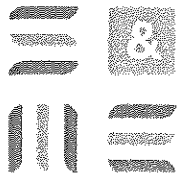
Discussing this statute with various similarly situated organizations, it appears there is not a standard process across the State. Some governments attempt to charge for producing records, some charge for actual costs of the record, and some do not charge any fee, but it does not appear many jurisdictions charge for clerical or personnel time even when the request takes an excessive and burdensome amount of personnel time to compile and review. Jurisdictions may be apprehensive to charge for fulfilling burdensome records due to North Carolina General Statutes § 132-9(c) that allows the recovery of attorneys' fees if an action is brought and the requestor successfully compels the disclosure of the public records.

It seems all local and state governments could benefit from the Attorney General's Office issuing an opinion providing guidance concerning the use of a special service charge for labor costs of the personnel fulfilling a burdensome public records request under North Carolina General Statutes § 132-6.2(b) especially as it correlates to North Carolina General Statutes § 132-6(c). We respectfully ask that you consider issuing an opinion addressing this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Whitney Parrish".

Whitney Parrish, Lee County Attorney



March 25, 2024

Lee County Government
805 South Fifth Street
Sanford, North Carolina, 27330

Attention: Mr. Brandon Key
Director of Development Services

Reference: **Proposal for Building Distress Study**
Lee County Mental Health Building
130 Carbonton Road
Sanford, North Carolina
S&ME Proposal No. 24050078

Dear Mr. Key:

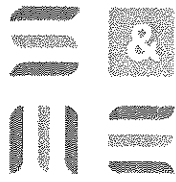
S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for the referenced project. This proposal is based on a request via email from you to Mr. Eric Shaffer (S&ME) between January 26 and January 31, 2024 and between Mr. Ryan Faulk (Lee County) and Mr. Keith Brown between January 31 and February 1, 2024. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. An Agreement for Services (AS-071) is attached and is incorporated as part of this proposal.

* Project Information

This proposal is based on the following information:

- Email communication mentioned above.
- Selected Building Plan drawings (labeled M-1, M-2, P-2, and S-1), prepared by Middleton, Wilkerson, McMillian Architects dated November 29, 1968 and revised January 6, 1969.
- Previous limited subsurface exploration of the existing gymnasium portion of the building by S&ME (report dated May 6, 2008).
- Site visit performed on February 14, 2024 between Lee County Representatives, Building Maintenance, Mr. Will Harrison (S&ME) and Mr. Scott Hancock (S&ME) to observe building conditions and devise a strategy for exploration.
- Lee County GIS website.
- Google Earth aerial imagery.

The existing building is a one-story grade supported structure with exterior brick veneer, a slab-on-grade floor, and numerous interior partition walls. The rear of the structure has an attached high roof gymnasium with CMU block



walls, brick veneer, and a slab-on-grade floor. The building and gymnasium were constructed around 1968 and 1969. Drawing M-1 shows an extensive underground HVAC duct system beneath the building and gymnasium slab-on-grade floor.

Chronic building distress has been experienced over the years. Distress has included cracks of the exterior brick veneer and gym interior CMU walls, interior slab cracks, cracking interior finishes, and racking of interior and exterior door frames requiring regular adjustments to maintain functionality.

A study has been requested to explore cause(s) of distress and general approaches to repair.

◆ Discussion

Cracks and distress are widespread across the building. The observed distress may be separated into three categories: slab supported construction (interior partitions), foundation supported construction (exterior wall and columns), and masonry construction (CMU gym walls and exterior brick veneer).

Slab supported construction distress consists predominately of sheetrock cracks, separations of interior finishes, settlement of exterior concrete slabs immediately adjacent to the building, and functionality of slab-supported doors. This distress appears to be due to differential slab movement. Some slab movements appear to be due to subgrade conditions. Some lateral wall movement distress appears to be due to ineffective masonry expansion joints.

Foundation supported distress consists of cracking of gym interior CMU walls. This appears to be due to foundation settlement, portions of which may be due to the weight of fill placed to raise the gym floor elevation to match the remainder of the building.

Masonry distress of the exterior brick veneer appears predominately to be due to deferred maintenance and ineffective masonry expansion joints. We propose to subcontract a Structural Engineer with masonry experience to collaborate on masonry repairs and thermal masonry wall movements that may be the source of some interior distress.

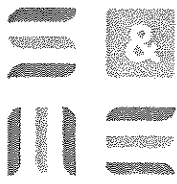
◆ Slab Supported Building Distress Study - Scope of Services

Creation of a Base Drawing

A base drawing will be prepared for use in documenting the locations of different types of distress. This base drawing will be used to present both the locations of "Slab Supported Building Distress" (report prepared by S&ME) and Masonry Building Distress (report prepared by Structural Engineer). The drawing will be prepared from existing drawings and will not be survey quality.

Observations/Documentation of Existing Conditions

Slab supported building distress will be documented on the base drawing (S&ME report). The location of columns, strip foundations, below slab HVAC ducts, sanitary sewers, interior partitions, and previous polyurethane grouting will be shown on the base drawing to assist in determination of the cause(s) of distress. The plumb and square of selected door frames will be measured as well as representative doors that have not required maintenance.



Relative Elevation Measurements

The relative elevation of an exterior brick veneer course around the building and interior gym CMU walls will be measured using a Zip Level. These relative elevation measurements will be graphed and correlated with observed brick/CMU distress.

The interior slab on grade relative elevations will be measured in accessible locations across the interior portion of the building footprint using a Zip Level. In general, measurements will be attempted in the approximate 4 corners of offices and the approximate office center. Larger rooms will require additional measurements. When different floor coverings are encountered, S&ME will approximate the additional floor covering thickness so that all measurements have the same elevation datum relative to the top of slab. The objective of the slab differential elevation survey is to evaluate relative slab movements, and correlate those movements with documented building distress, underground utilities, previous repairs, etc.

Hand Auger Borings

Based on observations and measurements, S&ME personnel will select 3 to 4 locations to perform hand auger borings to explore slab support conditions. The slab will be cored where necessary to advance hand auger borings. Soils will be visually stratified and dynamic cone penetrometer tests performed to explore soil consistency to depths of 3 to 5 feet below the slab surface. Hand auger borings will be backfilled with excavated materials and the slab holes repaired with grout. Selected samples of subgrade materials will be returned to S&ME's laboratory for index testing (natural moisture, Atterberg, and/or grain size distribution).

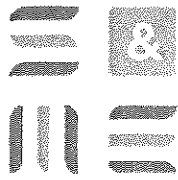
Masonry Distress Observations

A Structural Engineer with masonry experience will perform observations of the exterior brick veneer, interior exposed CMU blocks in the gymnasium, control joints, and interior lateral movement distress potentially caused by thermal movements of exterior masonry walls.

Evaluation and Report

The findings will be evaluated and professional opinions developed of the potential cause(s) of building distress. Based on the potential cause(s) of distress, general approaches to repair will be presented. Drawings and specifications for implementation of repairs are not included in this scope of services.

Separate reports will be prepared by S&ME (Slab and Foundation Supported Building Distress) and the Structural Engineer (Masonry Building Distress) providing professional opinion(s) of the cause of distress and general approaches to repair. The reports will use the same base drawing to present the locations of distress.



◆ Excluded Services

Without attempting to be a list of all services or potential services that will be excluded, the following services are specifically excluded from this proposal. If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

- ◆ Re-landscaping or otherwise restoring the site or building to its original condition.
- ◆ Land survey services.
- ◆ Invasive, destructive exploration of building conditions. If these are necessary, they will be performed as an additional authorized service.
- ◆ Drawings and specifications suitable for bidding implementation of repairs.
- ◆ Environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, building materials, or surface water.
- ◆ Attendance at post report in-person meetings.

◆ Limitations

Please note that the scope of building distress exploration is subjective and causes of all distress may not be determined. The conclusions and recommendations provided will be based on available information, experience, observations, and measurements performed.

◆ Client Responsibilities

The Scope of Services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Provide signed authorization for our services.
- ◆ Provide access to the site.
- ◆ Confirm interior building areas are accessible and free of obstructions.
- ◆ Notify S&ME personnel of the location of underground utilities within the building footprint.

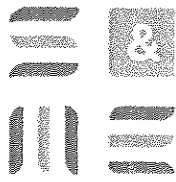
◆ Schedule

We anticipate the reports (2) can be completed within approximately 8 weeks after written authorization to proceed.

◆ Compensation

S&ME can perform the services outlined in this proposal for the following Lump Sum fees.

Slab and Foundation Supported Building Distress Study	\$ 30,200
Masonry Building Distress Study	<u>\$ 4,600</u>
Total Fee	\$ 34,800



◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

◆ Closure

S&ME appreciates the opportunity to submit this proposal to provide building distress services for this project. If you have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

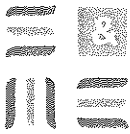
Handwritten signature of Will Harrison in black ink.

Will Harrison
Associate Project Manager

Handwritten signature of Scott Hancock in black ink.

Scott Hancock, P.E.
Technical Principal/Vice President

Attachments: Agreement for Services Form (AS-071)



AGREEMENT FOR SERVICES

Form AS-071

Date: March 25, 2024	Job Number: 24050078
S&ME, Inc. (hereafter Consultant)	Client Name: Lee County - North Carolina (hereafter Client)
Address: 3201 Spring Forest Road City: Raleigh State: NC Zip: 27616	Address: 805 South Fifth Street City: Sanford State: NC Zip: 27330
Telephone: 919-872-2660 Fax:	Telephone: Fax:
PROJECT	
Project Name: Lee_County_Mental_Health_Bldg_-_Carbonton_Rd	
Project location: (Street Address) 130 Carbonton Rd	
City: Sanford State: NC Zip: 27330	
SERVICES TO BE RENDERED	
Proposal Number: 24050078 dated: 2024-03-25 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

- 3. SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

- 4. CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
- 5. PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
CLIENT Accounts Payable contact phone number:
CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMINATION OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **CLIENT OBLIGATIONS**:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION**:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Lee County - North Carolina

S&ME, Inc.

BY: *Kirk D. Smith*
(Signature)

BY: _____
(Signature)

KIRK D. SMITH
(Print Name / Title)

(Print Name / Title)

DATE: 15 July 2024

DATE: March 25, 2024

PROPOSAL NUMBER: 24050078

Client's FAXED or DIGITAL signature to be treated as original signature

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

Candace Seaman
Finance Officer, Lee County

**Exemption from Architectural, Engineering and Surveying
Qualifications-Based Selection Process for Fees Less than
\$50,000**

Name of Project: Lee County Daymark Mental Health Structural Survey
Responsible Department: Lee County General Services
Vendor: S&ME, Inc.
Amount: \$34,800

N.C.G.S. 143-64.31 requires the initial selection and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services and design-build services (collectively "design services") to be based on qualifications and without regard to fee, the qualification selection process must be announced and good faith efforts must be made to notify minority firms.

AND

N.C.G.S. 143-64.32 authorizes units of local government to exempt contracts for services from the qualifications based selection ("QBS") requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000 and the estimated professional fee for services for the above-described project is less than \$50,000.

Lee County proposes to enter into a contract for services for work on the above described project. The above described project is hereby made exempt from the provisions of N.C.G.S. 143-64.31.

On March 16, 2020, the Lee County Board of Commissioners adopted a resolution exempting the government from requiring QBS procedures for eligible projects under G.S. 143-64.31 and authorized the County Manager to approve each project on a case-by-case basis and by signing below, has approved such exemption.

Signature by Ryan Faulk
Ryan Faulk
Key: 561f60d3d0c05d399243d0c46e77a7

Department Head

06/26/2024

Date

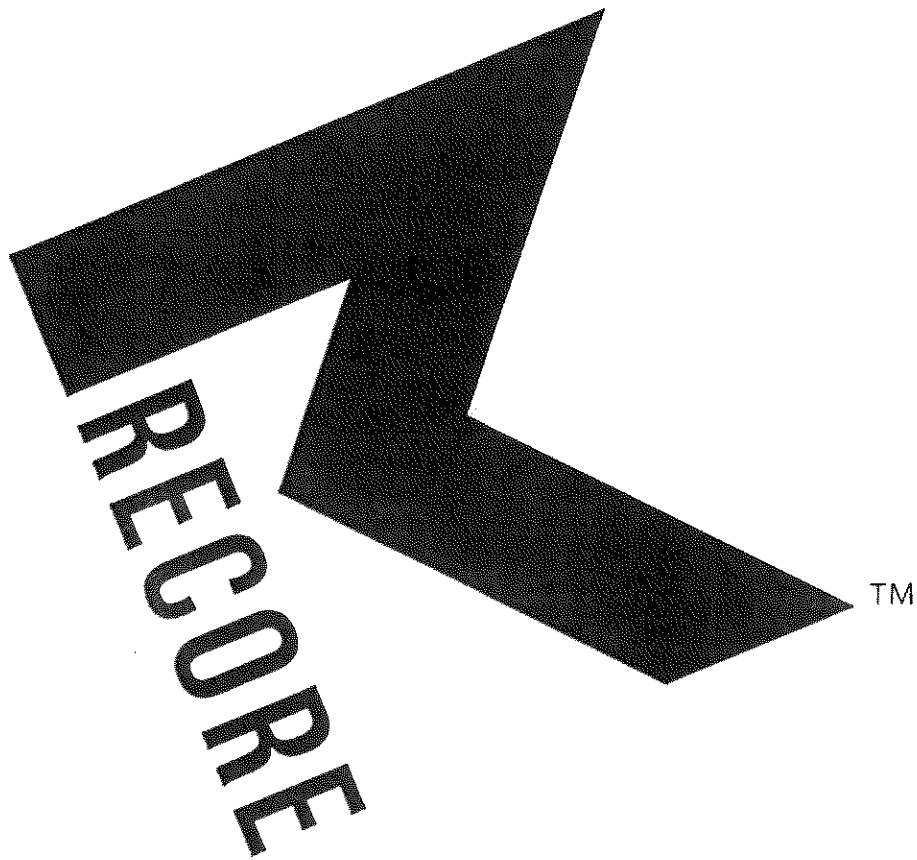
Den H. [Signature]
Assistant Finance Director

6/27/24
Date

Wm D. Smith
County Manager

15 July 2024
Date

COPY #2



CHANGING THE WAY

SECTION 00 41 13

BID FORM

To: Lee County Government of North Carolina
115 Chatham Street, Suite 301, Sanford, NC 27330

Project: Lee County Switchgear Upgrade and Optional Stand-By Generator Replacement
106 Hillcrest Drive, Sanford, NC 27330

Date: 5/17/2024

Bidder: RECORE, LLC

Address: 52 W. Windsor Blvd., Windsor, VA 23487

Phone: (757) 284-4845

Email: daryl.walls@recore.energy

North Carolina License No.: U.35510 Classification: Unlimited Limitation: Any project regardless of value

SCOPE OF WORK

Provide all necessary labor, material (including sales tax), equipment, supervision, etc. to upgrade the existing switchgear and replace the existing backup generator at the Lee County Government Center. Base Bid includes a new main distribution panel, automatic transfer switch, enclosed circuit breaker, and required electrical equipment in support of installing a new optional stand-by generator for 106 hillcrest drive. Alternate 1 includes a new 230kw optional stand-by generator with natural gas connection, and new lighting inverters. Alternate 2 includes circuit tracing and labeling of receptacles in the building.

We are in receipt of Addendum X 1 X 2 3 4 5

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with Lee County Government through the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Lee County Government for the sum of:

BASE BID: \$296,840.00

Alternate # Description	Add or Deduct (to Base Bid)	Alternate Bid Price (Enter \$ Value)	Accepted (OWNER INITIALS INDICATES ACCEPTANCE OF ALTERNATE)
<u>Alternate No. 1:</u> 230kw optional stand-by generator with natural gas connection, and new lighting inverters.	ADD	\$ 584,655.00	
<u>Alternate No. 2:</u> Circuit tracing and labeling of receptacles in building.	ADD	\$ 27,820.00	

Dewberry Engineers Inc.
Lee County Switchgear Upgrade and Optional Stand-By Generator Replacement
DEI# 50156915

Bid Form
00 41 13 - 1

All prices include tax

ALLOWANCES: \$40,000.00 (Lump Sum) allowance for unforeseen conditions.

UNIT PRICES: None

SCHEDULE OF COMPLETION:

The undersigned understands that time is of the essence and agrees to the Contract Time and liquidated damages as indicated in General Conditions of the Contract for Construction and Supplementary Conditions apply to this Work. The undersigned hereby agrees to commence work on this project within fourteen (14) days following receipt of an Executed Agreement between Owner and Contractor. Date of commencement will be established in a Notice to Proceed issued to Contractor. Work under the Base Bid shall be completed within 365 calendar days from the date of commencement. Work under Alternate 1, if accepted, shall be completed within 450 days from the date of commencement. Work under Alternate 2, if accepted, shall be not extend the project schedule established under either the Base Bid or Alternate 1.

Applicable liquidated damages shall be stated in the contract agreement and general conditions.

SUBCONTRACTORS:

If subcontractors are to be utilized, the Bidder shall fill out all blanks on the list below. All subcontractors shall be listed. The Bidder shall identify work by the general, subcontractor or not applicable for each trade; utilize parenthesis () to list trades not provided. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of the table.

Trade	Company	License #
General (& Electrical)	JL Britt Electric, Inc	U.04648
Waste Disposal		
Utility Locate		
Other (Electrical)	Angel Advanced Technologies	U.30701
Other (General)	River City Construction	L.27348
We do not plan to use subcontract forces		

L.74783

ENCLOSURES:

Provide the following enclosures with submitted bid:

- A. Bid Bond
- B. Minority, Woman, and Small Business Enterprises Submittals as required by Section 00 45 39 "Minority/Historically Underutilized Business Guidelines":
 - 1. MWSBE Identification Form
 - 2. State of North Carolina Affidavit A - Listing of the Good Faith Effort
- or -
State of North Carolina Affidavit B - Intent to Perform Contract with Own Workforce
- C. Section 00 52 13 "Standard Form of Agreement"

Respectfully submitted this 17 day of May, 2024.

Company: RECORE, LLC

Printed Name: Steven A. Harmon

Signature: *Steven A. Harmon*

Title: CEO

Virginia (State)

County of Isle of Wight

I, Heather Wright, a Notary Public for Isle of Wight County, Virginia (State), do hereby certify that Steven A. Harmon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 17 day of May, 2024.

Notary Public

Heather Darden Wright

My commission expires April 30, 2024



END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

RECORE, LLC

(Bidder's Name)

52 W. Windsor Boulevard

(Street Address)

, of **Windsor, VA 23487**

(City, State, Zip)

hereinafter called the Principal, and

Markel Insurance Company

(Surety's Name)

a corporation organized and existing under the Laws of the State of Illinois, and authorized to transact business in the State of North Carolina, as Surety, hereinafter called Surety, are held and firmly bound unto Lee County Government, as Owner, hereinafter called Obligee, in the Penal sum of five percent (5%) of the amount bid, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bid bond is submitted in lieu of submitting cash, a cashier's check, or a certified check pursuant to G.S.143-129.

The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a proposal to the Obligee on a contract for the construction

of **Switchgear Upgrade and Optional Stand-By Generator Replacement - Bid Number: 4262-10-24**

(Contract Name and Number)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Tammy A. Ward

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: RECORE, LLC

Obligee: Lee County Governemnt of North Carolina

Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January, 2023.

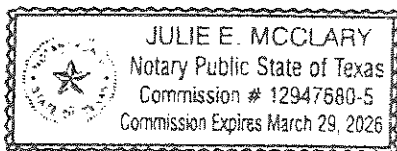
State of Texas
County of Travis:

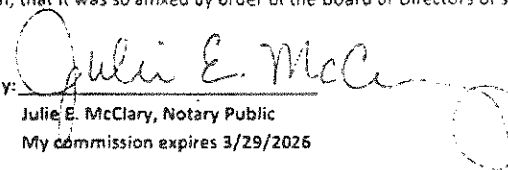


MARKEL INSURANCE COMPANY

By: 
Lindey Jennings, Vice President

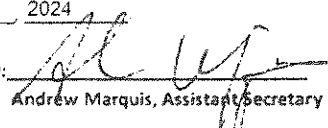
On this 13th day of January, 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 21st day of May, 2024.

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Lee

(Name of Bidder)

Affidavit of RECORE, LLC

I have made a good faith effort to comply under the following areas checked:

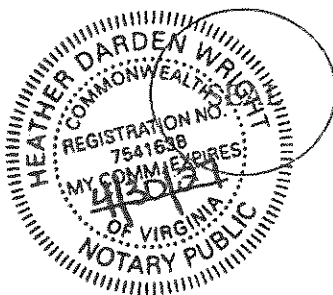
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/17/24 Name of Authorized Officer: Steven A. Harmon
Signature: *Steven A. Harmon*
Title: CEO



State of Virginia, County of Isle of Wight
Subscribed and sworn to before me this 17 day of May 2024
Notary Public Heather Darden Wright
My commission expires April 30, 2024

Contract Agreement Between RECORE, LLC and Lee County Government

THIS AGREEMENT, made the _____ day of _____ month _____ 202__ by and between RECORE, LLC (hereinafter referred to as the "Contractor") and Lee County Government (hereinafter referred to as the "Owner") agree as follows:

1. Scope of Work: The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement, Instructions to Bidders, General Conditions, Supplementary General Conditions, specifications, accepted proposals, contract, performance bond, payment bond, power of attorney, worker's compensation, public liability, Exhibit A – Lee County Dispute Resolution Policy, any and all addendums, and all drawings.
2. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within _____ consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be \$1,000.00 per day. The Contractor, as one of the considerations for the awarding of this contract, shall furnish to the Owner a construction schedule setting forth the project broken down by various divisions of the work and by the calendar days, as described in the General Conditions.
3. The Owner agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money in the amount of \$ 296,840.00 (Base Bid)

4. Alternates. Alternates, if any, included in the Contract Sum are as follows:

Item	Price
<u>Alternate Bid Item No. 1</u>	
230 KW optional stand-by generator with natural gas connection, and new lighting inverters	Add \$ <u>584,655.00</u>
<u>Alternate Bid Item No. 2</u>	
Circuit tracing and labeling of receptacles in building	Add \$ <u>27,820.00</u>

5. Allowances. Allowances, if any, included in the Contract Sum are as follows:

Base bid shall include a Lump Sum allowance of \$40,000.00 to be used for unforeseen conditions as directed by Lee County. Unused allowance shall be returned to the Owner at the end of the project.

6. Unit Prices. Unit prices, if any, are as follows:
None.
7. Liquidated Damages. Liquidated damages will be \$1,000.00 per day, after the date specified for substantial completion.
8. Binding Dispute Resolution. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
9. The Owner's Representative is:
Lisa Minter, County Manager
408 Summit Drive
Sanford, NC 27330
lminter@leecountync.gov
- The Contractor's Representative is:
Daryl Walls, CGO
52 W. Windsor Blvd.
Windsor, VA 23487
daryl.walls@recore.energy
10. It is further mutually agreed between the Parties that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor, at its own expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement, until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the Owner.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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.
16. This agreement becomes effective upon the last signature of both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the _____ day of _____.

Steven A. Harmon CONTRACTOR / FIRM

By: Steven A. Harmon

Title: CEO

Date: 5/17/2024

Witness: [Signature]

LEE COUNTY GOVERNMENT

By: Kim D. Smith

Title: COMMISSION CHAIRMAN

Date: 15 July 2024

Witness: [Signature]

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

Candace Deeman
Finance Officer, Lee County



PROPOSED EQUIPMENT BASE BID (ATS) – Lee County NC

Bid Number 4262-10-24; Dewberry Project #50156915

AUTOMATIC TRANSFER SWITCH: ASCO

- (1) ASCO 300 Series: 1200A, 4-Pole, 208V, Automatic Open Transition Switch, Solid Neutral NEMA-1 Enclosure
 - 11BE - Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
 - 18RX - REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G)
 - 30B - Inhibit Transfer to Emergency - Switch Will Be Labelled as Non-Automatic
 - **ATS: One (1) Year Warranty**

PROPOSED EQUIPMENT Alternate No. 1 (Genset) – Lee County NC

Bid Number 4262-10-24; Dewberry Project #50156915

GENERATOR BILL OF MATERIALS

One (1) Caterpillar Natural Gas Fueled Packaged Generator Set Model DG250-2 with Brushless Generator, **250kW**, Standby at 0.8 P.F., 208 Volt, 3 Phase, 60 Hertz at 1800 RPM.

Includes the Following Attachments and Accessories:

- UL 2200 Approved and Labeled for Packaged Engine-Generator Sets
- EPA Certified, Stationary Emergency
- Formed Steel Base and Vibration Isolators
- Isochronous Electronic Governor
- Adjustable Voltage Regulator
- CAT PMG Generator W. Anti-Condensation Heater
- 105C Temp Rise Alternator
- Discrete I/O Module, Programmable
- Remote E-Stop
- Gen Run Relay
- Common Alarm/Shutdown Relay
- Engine Mounted Radiator with Blower Fan
- Jacket Water Heater, 1.5kW, 120VAC
- Crankcase Oil Heater
- Lube Oil and Antifreeze
- Electric Starting System, 24 Volt DC
- Heavy-Duty Lead Acid Batteries
- Battery Disconnect Switch
- Battery Trays and Cables
- 45-Amp Battery Charging Alternator
- NFPA 110 Compliant 10-Amp Dual Rate Battery Charger, 110VAC, Installed Inside Genset Enclosure.
- 125A Load Center
- Air Filter System with Replaceable Element
- Cat Remote Access Monitoring Ready
- Seismic Certification
- **Cat Sound Attenuated L2 Weatherproof Enclosure with Doors and Locks:**
 - Critical Grade Exhaust Silencer with Stainless Steel Flexible Exhaust Fitting – Mounted Inside of Weatherproof Generator Enclosure.
 - GFCI Receptacle
- Generator Control Panel, Cat EMCP 4.2B (digital), generator mounted, NEMA-1, with the following:
 - Panel illumination light group- Engine, Oil, and Coolant Temp.
 - Battery System ammeter and fuel oil pressure gauge.
 - Running time meter, AC Ammeter, Voltmeter, Frequency Meter.
 - Phase Selector switch; Voltage adjust rheostat.
 - Engine automatic cranking system with control selector switch and cycle crank.
 - Engine fault indicating system with failure lights for low oil pressure, high water temp, over-speed, over-crank, and low water level.
 - Communications: J1939 (primary and Accessory Data Link), Modbus RTU (1:2 Duplex) Customer Communication

ANNUNCIATORS:

- One (1) Local Annunciator

CIRCUIT BREAKERS:

- Two (2) Molded Case 100% rated LSI Circuit Breaker, 500 Amp, Generator Mounted

LICENSE NUMBER

U.35510

EXPIRATION DATE

08/16/2024

STATE OF NORTH CAROLINA
BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS

THIS IS TO CERTIFY THAT:

Tidewater Energy Services, LLC

DBA: dba RECORE, LLC

Herman Glen Presson



is duly registered and entitled to practice Electrical Contracting in the

Unlimited Classification License

Limitation: Any project regardless of value

Witness our hands and seal of the Board

Tidewater Energy Services, LLC

P.O. Box 267

Windsor, VA 23487

[Signature]

Chairman

[Signature]

Secretary - Treasurer

CERTIFICATE OF INSURANCE

12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT: **RECORE, LLC**
 P.O. Box 267
 Windsor, VA 23487



**FEDERATED RURAL ELECTRIC
 INSURANCE EXCHANGE**

NAIC: 11118
 P.O. Box 15147, Lenexa, KS 66285-5147
 (913) 541-0150 fax (913) 541-9004
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	45 ARB 001-24	1/1/2024 to 1/1/2025	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$5,000
			PERSONAL & ADV INJURY	\$2,000,000
			GENERAL AGGREGATE LIMIT	UNLIMITED
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	45 BAP 001-24	1/1/2024 to 1/1/2025	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$100
			COLLISION DEDUCTIBLE	\$500
UMBRELLA LIABILITY OCCURRENCE-BASIS \$10,000 SELF-INSRD RETENTION	45 UMB 001-24	1/1/2024 to 1/1/2025	EACH OCCURRENCE	\$9,000,000
			PRODUCTS-COMP/OP AGG	\$9,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	45 WC 001-23	7/1/2023 to 7/1/2024	WC LIMITS	STATUTORY
			E.L. EACH ACCIDENT	\$500,000
			E.L. DISEASE EACH EMPLOYEE	\$500,000
			E.L. DISEASE - POLICY LIMIT	\$500,000
ALL-RISK BLANKET PROPERTY	45 ARB 001-24	1/1/2024 to 1/1/2025	PROPERTY LIMIT	\$16,660,664
			PROPERTY DEDUCTIBLE	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessors, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement.

CERTIFICATE HOLDER:
 RECORE, LLC
 PO BOX 267
 WINDSOR, VA 23487

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE:



Blanket Additional Insured & Waiver of Subrogation Endorsement

45 ARB 001-24

Community Electric Co-op

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and
2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and
3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.
4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.
5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service.

A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.

WILSON AND LYSIK, INC.

3307 GROOMETOWN RD.
GREENSBORO, NC 27405

TEL: 336-275-1338
FAX: 336-275-2636

WALTER T. WILSON P.E.

July 1, 2024

Russell Spivey
Lee County General Services
805 S. Fifth Street
Sanford, NC 27330
rspivey@leecountync.gov

RE: Lee County Courthouse and Jail – Chiller Replacements

Dear Mr. Spivey:

Wilson & Lysiak Inc.'s proposal to provide contract documents (plans and specifications for public bid) for the replacement of the existing chiller at the Lee County Courthouse and Jail in Sanford, NC, is a lump sum fee of \$38,000.

This proposal does not include any analysis or design work as it relates to the existing heating and air conditioning systems inside the building.

This proposal is based on two (2) 125-ton air cooled York chillers to replace two (2) existing units and to be done in two (2) phases.

This proposal is based on emails and phone discussion. This proposal includes handling of the public bidding process for the first phase.

Lee County is responsible for providing details for the specifications that the county requires to be included. These documents should be provided to us as a Word document.

A separate proposal for handling the public bidding process and any updates needed based on timing of the second phase will be handled at a later date with a separate proposal.

This proposal does not include plumbing, electrical, structural, site and civil design services.

Payment schedule as follows:

- 50% when the drawings are ready to submit to Lee County (\$19,000)
- 40% when bids are received (\$15,200)
- 10% when project is complete (\$3,800)

The estimated design time frame is approximately 2-3 months from when the signed contract is returned to our office. This schedule is based on timely input from Lee County personnel on incorporating owner specific requirements.

This proposal is good for 60 days.

The client agrees to limit Wilson & Lysiak's liability arising from professional acts, errors, or omissions in performing this agreement, such that the total aggregate liability of Wilson & Lysiak shall not exceed \$50,000 or the value of services rendered, whichever is greater.

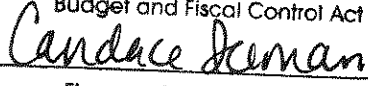
Sincerely,



Kevin E. Rosensky

KR/cb

Accepted by: 
Date: 15 July 2024

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

Finance Officer, Lee County

**Exemption from Architectural, Engineering and Surveying
Qualifications-Based Selection Process for Fees Less than
\$50,000**

Name of Project: Lee County Courthouse Chiller Replacement
Responsible Department: Lee County General Services
Vendor: Wilson & Lysiak Inc.
Amount: \$38,000

N.C.G.S. 143-64.31 requires the initial selection and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services and design-build services (collectively "design services") to be based on qualifications and without regard to fee, the qualification selection process must be announced and good faith efforts must be made to notify minority firms.

AND

N.C.G.S. 143-64.32 authorizes units of local government to exempt contracts for services from the qualifications based selection ("QBS") requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000 and the estimated professional fee for services for the above-described project is less than \$50,000.

Lee County proposes to enter into a contract for services for work on the above described project. The above described project is hereby made exempt from the provisions of N.C.G.S. 143-64.31.

On March 16, 2020, the Lee County Board of Commissioners adopted a resolution exempting the government from requiring QBS procedures for eligible projects under G.S. 143-64.31 and authorized the County Manager to approve each project on a case-by-case basis and by signing below, has approved such exemption.

©Signed via ScanlessDoc.com

Fax: 391.605.8205 | 202.904.3361 | 604.775.1111
Department Head

06-26-2024

Date

©Signed via ScanlessDoc.com

Fax: 369.484.4242 | 604.765.1177 | 604.765.1377
Assistant Finance Director

06-27-2024

Date


County Manager

15 July 2024

Date

Proposal Submitted To Lee County General Services		Attention Ryan Faulk		Phone (919) 708-8724	Fax () -	Date 06/27/24
				Job Name McSwain Center Auditorium		Job # 174645
Street 805 S Fifth Street				Job Street 2420 Tramway Rd		Proposal ID 197363
City, State and Zip Sanford, NC 27330		Architect State of NC	Date of Plans	Add #	Job City, State and Zip Sanford, NC 27332-917	Customer Job # None
						Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Cominons Ecoworx Tile 5T323	TBS/To Be Selected	442.66	SY	\$23.04	\$10,198.89
5000 Carpet Tile 4 Gal		6.00	4 Gal	\$110.07	\$660.42
Rubber Cove Roll Base 6"	TBS/To Be Selected	5.00	Carton	\$124.93	\$624.65
Cove Tube Adhesive		1.00	Carton	\$81.67	\$81.67
6" Rubber Coving with Toe - install		500.00	LF	\$2.43	\$1,215.00
Carpet Tile Installation		442.66	SY	\$7.98	\$3,502.43
Carpet Removal		442.66	SY	\$9.90	\$4,382.33
Carpet Disposal		442.66	SY	\$1.33	\$588.74
Furniture Removal and Replacement		56.00	Hour	\$60.50	\$3,388.00
Floor Patch (Portland Base) material and labor		6.00	Each	\$38.50	\$231.00
Major Floor Preparation - labor only		75.00	Hour	\$60.50	\$4,537.50
Transition Strips and Labor		36.00	LF	\$3.91	\$140.76
Project Management Fee (initiating, planning, executing, controlling, and closing the project) including, but not limited to take off/measuring, trip fees, receiving and overall management.		1.00	Each	\$1,873.27	\$1,873.27
Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.		1.00	Each	\$793.43	\$793.43
Base Bid Total:					\$32,248.09

Proposal Inclusions and Exclusions:

1. North Carolina Contract # 360-A
2. Local Contact: Mari Howard
3. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
4. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
5. Proposal does not include removal of any materials containing asbestos.
6. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
7. Exclusions: attic stock, major floor prep, furniture moving/lift unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, any plumbing work (removal of commodes, etc), electrical work, mill work, moisture mitigation, packing and moving of personal items and or packing boxes.
8. All pricing is based on work being completed during normal working hours.
9. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
10. Please email your Purchase Order to Rosio H. Yates at rosio.hernandez@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 197363



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

- 11. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
- 12. *****Our remit-to address has changed.*****
SHAW INTEGRATED SOLUTIONS
PO Box 748552
Atlanta, GA 30384-8552

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:
Signature: Rosio Hernandez Yates Rosio Hernandez Yates \$32,248.09
Email: rosio.hernandez@shawinc.com

Conditions of Proposal:

- 1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

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

Candace Heman

Finance Officer, Lee County

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby **ACCEPTED**.
You are authorized to do the work as specified.
Customer: Lee County General Services Signed: [Signature] Date: 15 July 2004

Upgrade EBI R430 to R610



Honeywell International
140 Southcenter Court Suite 300
Morrisville, NC 27560

Quote Date: 11-Jan-24

Quote Number: 12830345

Honeywell Professional: Alan Sutton
919-319-5335
Alan.sutton@honeywell.com

Site: Lee County Courthouse
1408 S Horner Blvd
Sanford, NC 27331

Customer: County of Lee Public Works
805 S 5th St
Sanford, NC 27330

Contact: Russell Spivey
Phone: (919) 353-2088
Email: rspivey@leecountync.gov

OVERVIEW OF SCOPE

Honeywell to provide a new tower server and monitor for the purposes of upgrading the front-end EBI software from version R430 to R610. Based on the legacy contract, R610 is the highest rev we can accommodate.

- Audit existing database.
- Set up and configure new Server in Honeywell lab.
- Update graphics as needed.
- Schedule and deploy to site for installation and configuration with local IT.
- Complete point to point testing and checkout to confirm database and graphics are correct and functional.
- Provide onsite operating training

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Quotation assumes customer provides full access to all areas required to complete work.
- This quote is subject to Honeywell's standard terms and conditions.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- Work to be carried out during normal working hours.
- Payment terms greater than 30 days may result in project delay unless previously approved.

EXCLUSIONS

- Quotation assumes fault-free system at commencement of work - fault rectification NOT included in this

PRICE

QUOTE SUBTOTAL: \$ 33,698.99

Contingency +2,000.00

\$ 35,698.99

THIS QUOTATION is valid for 30 days.

Sales Tax is not included in the price and will be charged at actuals.

Use tax, if applicable, will be invoiced separately

BILLING TERMS

MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Full value (100%) billed at receipt of customer purchase order	100

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance. To accept this proposal, simply sign the document and return together with an official purchase order to the email address noted above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s). Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s). I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

W. Kirk Granath

Honeywell Professional
Prepared by

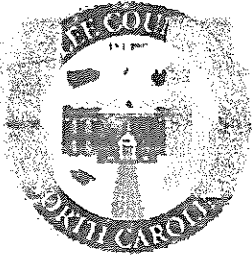
Customer Acceptance

Name: *Kim D. Smith*
Title: *Chair, Lee County Board of Commissioners*
Date: *7/15/24*
Signature: *Kim D. Smith*

Purchase Order #: _____

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

Candace Keman
Finance Officer, Lee County



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

Vendor: Honeywell International

Item: HVAC SOFTWARE UPGRADE FOR THE COURTHOUSE AND LCGC

Estimated expenditure for the above item: \$ 35,698.99

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.

[Signature]
County Manager (\$5,000 up to \$30,000)
Board of Commissioners (\$30,000 and up)

eSignet via BeamLink-Cocx.com
Ryan Faulk
Key: d2111f59c5234c493e2691369c53cc01
Department

07-01-2024

Date

Otis Service and Repair Order

Version 2.0 (2019)

6/28/2024

CUSTOMER NAME

Lee County General Services
115 Chatham St.
Sanford, NC 27330-4387

OTIS ELEVATOR COMPANY

7517 Precision Drive Suite 101
Raleigh, NC 27617

OTIS CONTACT

Andrew Babkiewicz
Phone: (704) 724-4878
Email:
andrew.babkiewicz@otis.com

PROJECT LOCATION

LEE COUNTY GOVERNMENT BUG
115 CHATHAM ST
SANFORD, NC 27330-4387

PROPOSAL NUMBER

QTE-001947669

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
481221	ONLY ELV

SCOPE OF WORK

OTIS GLIDE™ A DOOR OPERATOR

A new OTIS GLIDE™ A door operator will be installed.

The doors on the car and at the hoistway entrances will be power-operated by means of an OTIS GLIDE™ A door operator mounted on top of the car or attached to the car header. The OTIS GLIDE™ A door operator utilizes a closed loop system and direct drive belt technology designed to provide consistent door performance despite changes in temperature or wind, and despite the presence of minor debris in the door track. Using a high-resolution encoder, the system monitors position data and adjusts performance to match operation parameters. The OTIS GLIDE™ A door operator also has a self-learn feature that enables the system to more efficiently be tuned.

The OTIS GLIDE™ A door operator uses energy-efficient permanent magnet AC motors that eliminates the carbon-dust present in traditional door operator systems that use DC induction motors. In addition, lubrication is not required for the OTIS GLIDE™ A door operator's sealed bearings, making the unit cleaner for your building and the environment.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. The doors will be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. Door close will be arranged to start after a minimal time, consistent with building and ADA requirements. An electric car door contact will prevent the elevator from operating unless the car door is in the closed position.

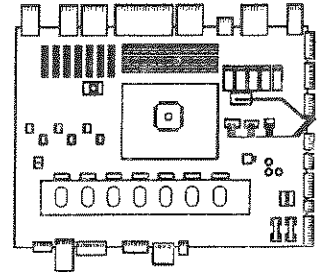
OTIS HYDROENHANCE™ UPGRADE

OTIS SERVICE AND REPAIR ORDER

Otis will supply and install our HydroEnhance™ upgrade to replace your current existing obsolete 211 control board. This upgrade will assist in improving reliability and extending the system life of your elevator.

The upgrade kit includes:

- Engineered Adapter & Mounting Kit
- Otis HydroEnhance™ Processor Board
- Unit-Specific Software Engineering



This processor upgrade enables real time monitoring when combined with Otis One™.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$44,595.04

Forty-four thousand five hundred ninety-five and 04/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$44,595.04.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

OTIS SERVICE AND REPAIR ORDER

Lee County General Services

Otis Elevator Company

Date: 7/15/24

Date: _____

Signed: Kirk D. Smith

Signed: _____

Print Name: Kirk D. Smith

Print Name: Lee Morse

Title: Chair, Board of Commissioners

Title: Director & GM, North Carolina

Email: ksmith@lee-countync.gov

Email: _____

Company Name: Lee County General Services

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

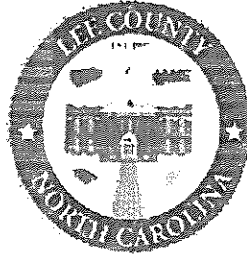
This instrument has been precudited in the manner required by the Local Government Budget and Fiscal Control Act

Candice Deeman
Finance Officer, Lee County

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
 15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
 16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



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

Vendor: Otis Elevator Company

Item: ELEVATOR INSTALLATION OF HYDROENHANCE BOARD UPGRADE AT BUGGY FACTORY

Estimated expenditure for the above item: \$ 44,595.04

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.

Wm D. Smiles
County Manager (\$5,000 up to \$30,000)
Board of Commissioners (\$30,000 and up)

Signed via ScanItlessDocs.com
Ryan Faulk
Key: d2113f1e62246e9de2602360c32c4d
Department

07-01-2024

Date

**Exemption from Architectural, Engineering and Surveying
Qualifications-Based Selection Process for Fees Less than
\$50,000**

Name of Project: Waterproofing for Courthouse/Jail
Responsible Department: Lee County General Services
Vendor: REI Engineers
Amount: \$47,500.00

N.C.G.S. 143-64.31 requires the initial selection and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services and design-build services (collectively "design services") to be based on qualifications and without regard to fee, the qualification selection process must be announced and good faith efforts must be made to notify minority firms.

AND

N.C.G.S. 143-64.32 authorizes units of local government to exempt contracts for services from the qualifications based selection ("QBS") requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000 and the estimated professional fee for services for the above-described project is less than \$50,000).

Lee County proposes to enter into a contract for services for work on the above described project. The above described project is hereby made exempt from the provisions of N.C.G.S. 143-64.31.

On March 16, 2020, the Lee County Board of Commissioners adopted a resolution exempting the government from requiring QBS procedures for eligible projects under G.S. 143-64.31 and authorized the County Manager to approve each project on a case-by-case basis and by signing below, has approved such exemption.

Assigned via SignNowDocu.com
Ryan Faulk

Department Head

07-08-2024

Date

Jan Hallock
Assistant Finance Director

7/8/24
Date

Tom Omita
County Manager

15 July 2024
Date



Renewal Addendum

This Renewal Addendum ("Addendum") 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, 2024 ("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, 2024 (for the purposes of this Addendum, 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 2025-2026 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, 2024, January 1, 2025, April 1, 2025, and July 1, 2025.
3. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum 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: COMMISSION CHAIRMAN
 Date: 15 July 2024

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

Carlae Jeman

Finance Officer, Lee County

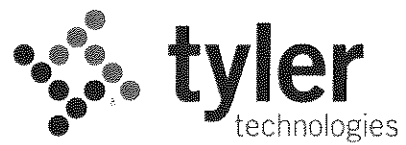
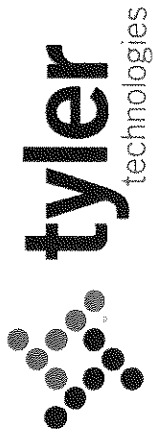


Exhibit 1
Addendum Investment Summary

The Addendum Investment Summary to be inserted prior to execution.

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Quoted By: Gus Tenhundfeld
Quote Expiration: 9/5/24
Quote Name:

Sales Quotation For:

Lee County
PO Box 1968
Sanford NC 27331-1968
Phone: +1 (919) 718-4605

Tyler SaaS

Description	Annual SaaS Fee
Property & Recording	
Enterprise Assessment & Tax	
Enterprise Assessment & Tax SaaS Fees	\$ 141,634.00

TOTAL

\$ 141,634.00

Recurring Annual Fees

Recurring Annual Fees	Year 1
Recurring Annual Fees	\$ 141,634.00

Summary

One Time Fees

Recurring Fees

2024-477146-K2N3R4

Confidential & Proprietary

Total Annual / SaaS (Yearly)	\$ 0.00	\$ 141,634.00
Summary Total (Entire Term)	\$ 0.00	\$ 141,634.00
Contract Total	\$ 141,634.00	

Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: _____

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 in the 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.

Revised 4-9-2024

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.

Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

For the CONTRACTOR: _____ Title: _____

For LEE COUNTY: *Kim D. Smith* Title: COMMISSION CHAIRMAN

Revised 4-9-2024

121200



Articles of Agreement
for
iasWorld Software as a Service
for
Lee County, North Carolina
August 2013

Tyler Technologies, Inc.
4100 Miller-Valentine Ct
Moraine, OH 45439
Phone: 800.800.2581 Fax: 866.658.4258

www.tylertech.com

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AGREEMENT FOR IASWORD ONLINE
SOFTWARE AS A SERVICE
BETWEEN
TYLER TECHNOLOGIES, INC.
AND
LEE COUNTY, NORTH CAROLINA

THIS AGREEMENT, effective the last date that it is signed by all of the parties hereto, is made by and between Lee County, a political subdivision of the State of North Carolina, hereinafter referred to as the "County,"

AND

Tyler Technologies Inc., a company formed under the laws of the State of Delaware, and authorized to do business in the State of North Carolina, hereinafter referred to as the "Company," with offices located at 3199 Klepinger Road, Dayton, Ohio, 45406.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to transition its iasWorld solution to the Company's hosting center and utilize iasWorld in a hosted environment; and

WHEREAS, the Company agrees to provide to the County the hosting and support services set forth below in accordance with the terms herein;

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged and for the other promises contained herein, it is hereby agreed by and between the parties hereto as follows.

ARTICLE 1. SCOPE

This Agreement ("Agreement") sets forth the terms and conditions pursuant to which the County retains the Company to host the County's iasWorld solution as defined herein.

ARTICLE 2. TERM

Before beginning this project, the County shall provide the Company a duplicate original of the executed contract which shall serve as the notice to proceed.

Any changes agreed to by the Company and the County's Project Manager in the description of the work to be performed under this Agreement and time for performance shall be processed through the County's change order process.

This Agreement shall commence upon September 1, 2013 through October 31, 2014.

Subsequent Period of Agreement. Additional Hosting Periods shall begin (renew) at the end of each previous Software as a Service ("SaaS") Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the SaaS

Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

After the Initial Term, the Company may increase or decrease prices for SaaS Services to be effective at the beginning of any renewal term of a SaaS Period by providing the County written notice of such change at least 90 days prior to such renewal. Nothing herein, however, shall require that the County renew or extend any term of this Agreement.

Time of Performance. The Company's time of performance hereunder is contingent upon the substantial performance of the County's responsibilities and upon the nonoccurrence of an event of Force Majeure (as defined below) or other cause or causes beyond the Company's control. Occurrence of any such Force Majeure event shall not relieve the Company from its obligation to fully perform hereunder but rather shall entitle the Company to a mutually agreed to reasonable extension of the completion date and waiver of penalty provisions should such occurrence materially increase the degree of difficulty of project execution. If the County fails to make timely deliveries within a reasonable time frame of information previously reasonably requested by the Company, then the Company's obligation to perform the services provided in this Agreement shall be suspended until such information is received.

ARTICLE 3. COMPANY'S COMPENSATION AND PAYMENT

In consideration for the iasWorld Online Software as a Service hosting and maintenance services as described in this Agreement, the County agrees to pay the Company a total fee as described in Exhibit 2 – Payment Schedule

During the term of this Agreement, and contingent upon the Company's performance in accordance with the terms and conditions of this Agreement, after receiving the Company's invoice for a calendar quarter the County shall remit to the Company the SaaS fees as described above, with payment on each such invoice to be made no later than ten (10) days prior to the end of each quarter. The Company shall invoice the County in accordance with the terms of this Agreement.

THE COUNTY ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATION IS CONTINGENT ON THE COUNTY'S PAYMENT OF SaaS FEES. IF (A) THE COMPANY HAS PERFORMED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND (B) THEREAFTER THE COUNTY FAILS TO REMIT ANY REQUIRED SaaS FEES TO THE COMPANY, AND (C) THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, THEN THE COMPANY SHALL HAVE THE RIGHT TO, AT ITS SOLE DISCRETION, SUSPEND ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO THE COUNTY OF ITS INTENT TO SUSPEND ACCESS.

No additional services beyond the Scope of Services hereunder ("the Additional Services") shall be provided by the Company to the County unless said Additional Services have been authorized in a writing signed by the County. Any compensation for any properly authorized Additional Services that may be due the Company shall be invoiced by the Company in the month subsequent to the month in which the Additional Services were provided.

During the Initial Term, the Company shall, without any additional cost or expense to the County, design, test, document and deliver any amendments or alterations (the “Amendments”) to the Company’s software that are necessary to correct or avoid any defect in the Company’s software which is present at the time of delivery, or is discovered during the County’s usage of such software, and affects performance of the Company’s software in accordance with the functions set forth in the Scope of Services. The Company shall only be responsible to correct defects, which are documented or otherwise submitted in writing by the County to the Company during the Initial Term and any applicable maintenance period. Oral notification or other unwritten complaints will not constitute notice under this section.

ARTICLE 4. TERMINATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided for in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the software that the County licensed prior to this SaaS Agreement shall remain with the County under the terms of the prior license agreement. In the event of termination or cancellation prior to the expiration of the then current year, the County shall pay a one-time termination or cancellation fee equal to the remaining balance due for that SaaS year as described in Exhibit 2 above unless the County terminates for Cause, in which case the County shall be entitled to a refund for any amount paid beyond the termination date. Notwithstanding anything else contained herein, the County may terminate this Agreement for Cause, as defined below, without any further payment or penalty.

For the purposes of this section, “Cause” means (a) a voluntary or involuntary proceeding in bankruptcy has been initiated by or against the Company, (b) a receiver has been appointed over the assets of the Company, (c) the Company has abandoned the project or fails to perform in accordance with the terms of this Agreement, (d) the Company fails to devote the necessary resources reasonably required to complete the project, or (e) the Company fails to provide software and/or services that meet the system requirements or Scope of Services that results in significant impairment of the County’s ability to perform the assessment tasks and functions of the System as described in this Agreement, Exhibits and/or Attachments.

ARTICLE 5. PATENT AND COPYRIGHT INDEMNIFICATION

- a. The Company shall defend, indemnify and hold harmless the County, its officers, employees, and agents (collectively, “the County”) of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, administrative actions, patent claims, copyright claims, and regulatory actions (including, any and all attorney’s fees, expenses, and costs incurred by the Company or the County in the defense or settlement of such action) (collectively, a “Claim”) that arise out of or are in any manner related to the County’s use of the software provided to it hereunder, provided that the Company is given written notice of such Claim within fifteen (15) days of the County’s receipt of written notice of the Claim.
- b. The Company, at its option, may obtain for the County the right to continue using or to replace or modify the equipment or Licensed Software involved so it becomes non-infringing; or if such remedies are not reasonably available, grant County a refund, based on the County’s net book value, for the equipment or Licensed Software provided pursuant to this Agreement and accept the return of the infringing product.

- c. Notwithstanding the foregoing, the Company shall have no obligation under this section if a third party alleges that the County engaged in a patent or copyright infringement based upon the use of software by the County in combination with other hardware or software not provided by the Company.
- d. THIS ARTICLE STATES THE ENTIRE LIABILITY OF COMPANY FOR PATENT OR COPYRIGHT PROTECTION INFRINGEMENT BY THE LICENSED SOFTWARE OR THE EQUIPMENT OR ANY PORTIONS THEREOF.

ARTICLE 6 LIMITATION OF ACTIONS AND LIABILITY

- a. Except as provided for in Article 5, neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including, but not limited, to acts of God, acts or omissions of civil or military authorities.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

- b. In no event shall Company or its officers, agents and employees be liable to County for any loss of profits, consequential, incidental, indirect or special damages under any circumstances even if Company has been advised of the possibility of same, including, but not limited to, loss of tax revenue or claims related to the valuation of property, except for the amount of direct damages to real or personal property and personal injury caused by the negligent acts, errors or omissions of Company or its officers, agents and employees.
- c. In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence, to the extent permitted by law, shall not exceed the total amount paid by the County to the Company under this Agreement.

This Article 6 shall survive the failure of any exclusive remedy.

ARTICLE 7. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by written notice to the other party.

Notices to the County shall be to the attention of:

Mr. Kyle Edwards
IT Director
Lee County
106 Hillcrest Drive
Sanford, NC 27331

Notices to the Company shall be to the attention of:

Mr. Mark Hawkins
Director of Implementations
Tyler Technologies, Inc.
4100 Miller Valentine Ct
Moraine, Ohio 45439

ARTICLE 8. GOVERNING LAW

This Agreement shall be governed by and construed under the substantive law of the State of North Carolina, as it existed and was interpreted on the effective date of this Agreement. In the event that the laws of the State of North Carolina changed, so as to create additional work for the Company not provided for in this Agreement, the County shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated.

ARTICLE 9. CONSENT TO JURISDICTION, VENUE AND SERVICE

This Agreement is made in and to be performed in Lee County, North Carolina and the Company consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be maintained in either the County Courts of Lee County, North Carolina or in US Federal Court.

ARTICLE 10. INDEMNIFICATION

The Company agrees to defend, indemnify, and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of itself, its employees and agents.

ARTICLE 11. INSURANCE

The Company will not commence work under this Agreement until it has obtained all insurance required under this section. The Company shall obtain, at its sole cost and expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

The Company shall carry Public Liability Insurance in the amount of \$2,000,000 including protection for bodily injury and property damage with a combined single limit of \$2,000,000 and \$1,000,000 for each occurrence naming the County as the additional insured only to the extent of obligations assumed by the Company under this Agreement.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of North Carolina and shall provide employer's liability insurance in the amount of \$100,000.

The Company shall maintain Errors & Omissions coverage providing limits of \$1,000,000 per occurrence.

Certificates of Insurance shall be supplied to the County by the Company detailing the above coverages with the County named as an additional insured as well as a certificate holder. These certificates will be issued by a carrier authorized to do business within the State of North Carolina.

ARTICLE 12. SUBCONTRACTORS

The use of subcontractors is not anticipated under this agreement; however, should the Company find it necessary to utilize the services of additional sub-contractor, the Company shall first obtain the written approval of the County. The Company shall also require each sub-contractor to adhere to applicable provisions of this Agreement. The utilization of any sub-contractor by the Company shall not relieve the Company from any liability or responsibility to the County pursuant to the provisions of this Agreement or obligate the County to the payment of any compensation to the sub-contractor or additional compensation to the Company.

ARTICLE 13. ASSIGNMENT

No assignment of this Agreement or any right or interest herein by either party shall be effective unless the other party shall first give its written consent to such assignment. The performance of the Agreement by the Company is the essence of this Agreement. Notwithstanding the foregoing, the Company may, with the County's written consent, assign this Agreement to an affiliate or subsidiary of the Company or its parent corporation, or assign its rights to receive payments hereunder.

ARTICLE 14. NON-DISCRIMINATION PROCEDURES

During the performance of this Agreement, the Company agrees as follows:

- a. The Company will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).
- b. No person in the United States shall, on the grounds of race, creed, sex, color, national origin or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 15. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of these parties has approved this Agreement and that the governing or managing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 17. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE 18. NON-SOLICITATION

During the Period of Agreement and for a period of six months following the project completion date, the County will not knowingly solicit for employment or hire any Company employee without the express written consent of the Company.

ARTICLE 19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the County and the Company with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied or statutory. The County hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

ARTICLE 20. FORCE MAJEURE

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (eight percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

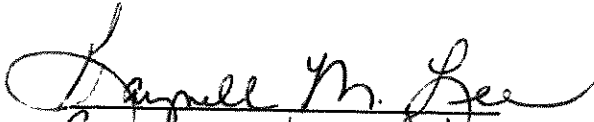
If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

ARTICLE 21. EXHIBITS AND ATTACHMENTS


The document listed below is attached hereto and is incorporated herein as a part of this Agreement.

<u>Exhibit Number</u>	<u>Document Title</u>
1	Service Level Agreement
2	Payment Schedule

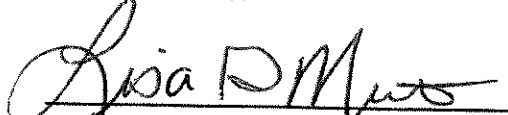
IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement this
16th day of September, 2013.


Gaynell M. Lee, clerk

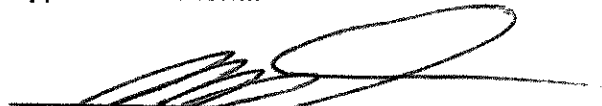
LEE COUNTY, NORTH CAROLINA

BY: 
Charles T. Parks, Chairman

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


County Finance Director

Approved as to form:


County Attorney/Deputy County Attorney

TYLER TECHNOLOGIES, INC.

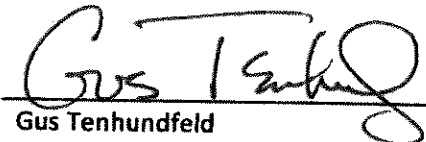
BY: 
Gus Tenhundfeld
Senior Account Representative, Inside Sales

EXHIBIT 1
IASWORLD ONLINE
SOFTWARE AS A SERVICE
SERVICE LEVEL AGREEMENT

EXHIBIT 3 – iasWorld SaaS SERVICE LEVEL AGREEMENT

I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean iasWorld Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

OSDBA shall mean Operating System and Data Base Administration of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

The following service levels apply to SaaS Operations Support for the iasWorld solution.

iasWorld Application support calls are handled by the iasWorld Application Support Teams. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri 6:00 a.m. to 3:00 p.m. EST Sat	99%
Application Availability – Yellow	4:00 a.m. to 6:00 a.m. EST Mon-Fri 9:00 p.m. to 12:00 a.m. EST Mon – Fri 3:00 p.m. to 12:00 a.m. EST Sat 8:00 a.m. to 12:00 p.m. EST Sun 5:00 p.m. to 12:00 a.m. EST Sun	No SLA
Application Availability – Red	12:00 a.m. to 4:00 a.m. EST Mon – Sat 12:00 p.m. to 5:00 p.m. EST Sun	No SLA
Data or File Restoration	Next Business Day Second Business Day	95% 100%
Synchronization of “live” and “test” databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	<u>Nightly</u>	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime and scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine percentage of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red Time. Yellow time.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 94%, a credit of 5% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which caused the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

2. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

A request to restore spool file must be made through the Tyler Client Manager in the iasWorld Support Department and must include the user name, exact file name, job number and date

when file may be found. A request to restore a database must be made through the Tyler Client Manager in the iasWorld Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Director of Information Technology Department. All requests / issues should be logged by calling the assigned Client Manager in the iasWorld Support Department team in support at 877-258-2609 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the assigned iasWorld Client Manager team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 3% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 95%, a credit of 3% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

3. Data Synchronization in the Test Database:

Tyler shall maintain two environments/databases containing the Client data: Production and Test. Tyler shall synchronize the Test Database upon request of the Client, no more than three (3) times weekly and additional requests will be addressed on a case by case basis, scheduled at least 30 days in advance. However, it is understood that all users must be off of the test system during such synchronization. The goal will be to complete requests to refresh the test database within 24 hours.

A request to synchronize the test database must be made through the Tyler support department. All requests / issues should be logged by calling the assigned iasWorld Client Manager in support at 877-258-2609 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 3% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

4. New Release/Update Testing Period:

New releases of Tyler will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind. If circumstances arise that would necessitate the County going more than two (2) releases behind the current release, the County will discuss with Tyler and a timeline to bring the County current will be established and agreed upon by both parties.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

5. **Support Call Response:**

The following outlines the standard support provided by Tyler Technologies, Inc. for the following software systems installed in the Company’s SaaS environment, for the time period specified in the Articles of Agreement.

System	Module
iasWorld	CAMA Standard ¹
iasWorld	Inquiry & Appeals Tracking

Table 1 – Base System Details

1: CAMA Standard includes the following previously separate modules: CAMA, AA, Conveyance, System Framework, Data maintenance and Document Manager.

The software systems listed in Table 1 shall be known as the “base system.” Any additional support, modifications, or services needed on the system as it is installed in the SaaS hosting center site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates.

Modifications to the iasWorld code and iasWorld reports written by the Company for a specific County or group of Counties are considered part of the base system and, as such, the terms of this Agreement apply.

Terms and Definitions

The following is a list of common terms used in this Support Agreement:

Base System

The Software, as listed in Table 1 above, running in the Company’s SaaS Hosting environment.

System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the iasWorld User Guide (also referred to as “issues” or “bugs”). Note: Slow response time or system failure due to the County’s network administration is not covered.

Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are will be applied to the County’s SaaS solution according to the published updates schedule.

Maintenance or Maintain

Providing support and updates for the base system only.

Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Articles of Agreement.

Business Day(s)

The days and hours the Company operates, defined as Monday through Friday (excluding Tyler holidays) between the hours of 8:00 AM and 5:00 PM.

Hot Line Support

During the coverage period, the Company will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined below. The Hot Line is also available for questions on normal operation of the base system.

Hot Line Number

877-258-2609

Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., EST, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice.

Hot Line Support Considerations

The Company shall respond to the County’s request for telephone assistance within one (1) working hour from the initial call.

- The Company shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

<i>Priority</i>	<i>Definition</i>	<i>Response</i>	<i>Issue Resolved</i>
Critical	Software is inoperable for all County users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the County. Issue affects a large group of County users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	Issue affects a small group of users and does not affect day-to-day processing.	Client is contact within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.

Other	Issue affects 1 County user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.
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- If the cause of the problem is not an actual bug within the base system, the Company will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

Online Support

During the coverage period, the Company will provide access to the ONYX System on the Internet in order for the County to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

ONYX Access Details

Details on the use of ONYX are provided in the ONYX Call Center Guide.

ONYX Support

ONYX Support can also be reached via email. For more details, please refer to the ONYX Call Center Guide.

Modification and Change Procedure

Additional changes to the base system can be requested. These changes shall be submitted in writing to the Company and cost estimates will be provided. Once the County agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

Updates

Base system updates will be provided to the County by the Company during the coverage period.

IAS Updates

The Company will distribute an estimated schedule of when releases and patches will be available. The Company will perform such updates to the hosted system during Yellow and Red Availability times as described above. The Company reserves the right to back-port certain bug fixes to the County's current version of iasWorld or require that the County upgrade to a newer release to obtain the required fix.

IAS Data Tables

The County is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some iasWorld batch process, or through an SQL update. Updates may be performed to the iasWorld data for various reasons by the Company as requested by the County subject to time and materials rates.

Oracle Updates

The Company is responsible for scheduling updates to the Oracle software in order that the County is on a version supported by iasWorld.

Legislative Changes

The Company will provide up to 80 base system programming hours per calendar year of the Agreement, per State, in order to comply with State legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

Data Ownership

The County owns the data stored and processed on the base system. During normal support, the Company will be exposed to this data and will take all measures to ensure the confidentiality of the data.

Backups and Recovery

The Company will perform system (OS) and/or database (Oracle) backups.

Dependent Software Licenses

The County is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products. Depending on the iasWorld configuration, these 3rd party products can include Windows 98, NT or Win2000, Internet Information Server (IIS), Oracle 8i, MapObjects (IMS), Adobe Acrobat, various Internet components and any necessary ESRI and/or Pictometry licenses.

Server Operations

The Company will be responsible for on-site operational support of the iasWorld application server(s). Tasks will include performing system backups, system restarts, and providing on-site troubleshooting.

Out of Scope Items

The following are examples of items that are **not** included in this Agreement. The Company will provide such services as requested by the County. Time and Materials rates will apply for such services. They are:

- Resolution of problems that arise out of the County's misuse of the system.
- Creating ad hoc reports or new iasWorld reports.
- Modification of the iasWorld code.
- Modification of iasWorld reports.
- Updates to iasWorld cost tables, tax rate tables, etc.
- Onsite training.
- Process and procedures that could otherwise be performed by a non-technical iasWorld user during the County's business cycle.
- Errors and problems that arise out of the County's modification of the base system code.
- Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement. Such support would need to be provided under a separate agreement.

Additional Support

No other additional support outside this Scope of Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed above) can be requested and will be billed at the Company's then prevailing time and materials rates

6. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated quarterly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 4% of the prorated quarterly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels.

Disaster Recovery

As part of the project planning the Company will work with the County to establish the Disaster Recovery Plan that identifies the primary contacts for both the County and the Company to be notified in the event of a disaster as well as the steps the Company will undertake to enact the disaster recovery process.

Changes made to the County's production database are written, hourly, to the Company's co-location facility located in the Tyler hosting facility. In the event that the Company suffers a failure at the primary facility in Dallas, the Company will load all log files received at the co-location since the last full backup and the County's data will be as current as the most recent log files. The Company will then run some test scripts to ensure the system is accessible and then provide the County with the new URL to access the co-location facility.

When the primary facility is operational the Company will transition the County's database from the co-location at a pre-arranged time, and the Company will notify the County to switch back to the primary URL, in accordance with the Disaster Recovery Plan

As part of this Disaster Recovery plan, the County is entitled to 'test' the DR plan one time per year. The County's primary contact will coordinate this test with the County's Client Manager. Participating in an annual mock disaster recovery drill is an important part of the Disaster Recovery Plan. Our team walks

your users through declaring an emergency, contacting our facilities and accessing your archived data. This is your chance to ensure policies are up-to-date and accurate and that employees have complete knowledge of disaster recovery procedures—without the worries of an actual emergency.

The goal of the Disaster Recovery plan will be to restore the application within 24 hours.

2013 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2013 are as follows:

Technology	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$265.00	\$330.00
Project Manager	\$180.00	\$235.00
Database Administrator (DBA)	\$175.00	\$215.00
Technology Staff	\$170.00	\$205.00
 Appraisal		
Appraiser - Senior	\$160.00	\$200.00
Appraiser - Commercial	\$125.00	\$150.00
Appraiser - Residential	\$105.00	\$130.00
Data Collector - Commercial	\$70.00	\$90.00
Data Collector - Residential	\$55.00	\$70.00
Data Entry/Clerical	\$40.00	\$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

EXHIBIT 2

PAYMENT SCHEDULE

EXHIBIT 1 - iasWorld SaaS Payment Schedule

The following modules were previously licensed to the County and the County retains the rights granted to it under the original license agreement:

- iasWorld CAMA Standard¹
- iasWorld Inquiry & Appeals Tracking

1: Includes the following modules previously licensed to the County: CAMA and Assessment Administration and new modules of System Framework, Data Maintenance and Document Manager.

The County will pay to Tyler an annual SaaS Software and Hosting fee according to the schedule identified below:

Table 1

SaaS Software and Hosting Fee	Amount	When Invoiced
September 2013 – October 2013	12,830.00	Upon Contract Signing
Credit – IAS Maintenance (September 2013 – October 2013)	(6,275.00)	Credit applied to first invoice upon contract signing.
November 2013 – January 2014	19,250.00	October 1, 2013
February 2014 – April 2014	19,250.00	January 1, 2014
May 2014 – July 2014	19,250.00	April 1, 2014
August 2014 – October 2014	19,250.00	July 1, 2014
Total	\$83,555.00	

The quarterly software and hosting fees are due ten (10) days prior to the end of the then current quarter as shown above.

EXHIBIT 3

SCOPE OF SERVICES

EXHIBIT 3 – SCOPE OF SERVICES

Project Vision

Tyler Technologies' (Tyler) vision is to upgrade its IAS system currently installed in Lee County to the Company's latest release of the system, known as iasWorld Online CAMA Standard as a hosted solution, to further the County's initial investment in IAS and in its partnership with Tyler.

This project covers the installation, implementation and testing of the new iasWorld modules: Data Maintenance, System Framework, Document Manager and Inquire with the base North Carolina setups. It also covers the aspects of implementation and set-up, possible modifications, training, and transition to production for these modules.

This project furthers Tyler vision of not only extending the life of the County's property tax solution, but also continuing the long term relationship between Lee County and Tyler Technologies.

Scope

The Company will install its North Carolina base modules and setups necessary to implement the North Carolina iasWorld configurations. It is the Company's intent to install the base iasWorld software modules identified in this agreement and to use the implementation and system set-ups as developed for our North Carolina iasWorld installations, as the basis for this project. The Company will install the iasWorld software modules on the Company's test environment for the implementation and setup portion of the project. Once the installation is completed and the County has signed off, the Company will move the solution to the Company's production environment. The Company will also apply set-ups to the installed modules, update system documentation and deliver documentation and training to the County. This will be accomplished in several phases. The following are some specific tasks and deliverables during each phase.

Phase 1: Project Start-up

Project Start-up

The Company will execute project start-up tasks including internal project planning, project staffing and assignment of key staff, procurement of resources needed to internally support the execution of project tasks, initiation of subcontractor planning and coordination tasks, schedule the assignment of the project team, etc. The Company will use Microsoft Project to manage the project schedule.

Project Scope

The Company and the County will review and agree upon the initial scope for the project. The scope statement above can be used and adjusted for this phase. The Scope will be refined after the Gap/Fit Analysis.

Deliverable: Project Scope Document (as agreed between Company and the County)

Project Work Plan

The Company shall meet with the County within forty-five (45) days of contract signing to review the detailed planning calendar, or Project Work Plan, with County staff. The Project Work Plan will expand upon the delineation of tasks identified in this Scope of Work, indicating responsible parties, estimated effort, projected time frames and task dependencies. This Work Plan will be revised during the initial phases of the contract as the additional information becomes available, further defining project tasks. The Company will provide the County with a monthly status report, for review and discussion. The Company will monitor the project plan and should any changes to the critical path items of the Project Plan occur, the Company will review and discuss the impact of these changes with the County.

A general training plan will be developed in conjunction with the Phase 1 work plan, subject to refinement during the implementation and County approval. The plan will be executed during the training phase.

Deliverable: Project Work Plan and Training Plan (as agreed between Company and the County)

Project Schedule

The project will begin with a planning phase during which the Company will produce a tentative project schedule and meet with the County to review. Adjustments will be made to the initial schedule as needed to minimize scheduling conflicts with the County's processing calendar and scheduled vacations. The project schedule becomes a living document that will guide the major tasks of the upgrade. Changes can be made from time to time in the project schedule to reflect changes in staff availability and the County processing calendar. The implementation will then begin and the specific schedule for the rollout to the various County offices will be jointly planned by the Company and County. Further, it is expected that the Document Manager installation will be scheduled to fit the County's processing calendar and Company resources. The specific order of the rollout of the various modules/offices will be decided by both County and Company management as part of the planning process.

Phase 2: Software Installation:

Install iasWorld

The Company will install its current release of iasWorld on the designated hardware to be used to conduct a detailed system walk-through.

Phase 3: Training

County Personnel Training

The Company shall develop a training plan in conjunction with the County which establishes topics to be covered over the course of a series of two (2) total weeks of training sessions through the phased installation and implementation period. The training will follow the train-the-trainer approach, and the County trainer will be responsible for training the remaining County users. For each session:

- A. The Company shall prepare and review with the County a pre-training report identifying any system level options that should be decided prior to the training session. The County

shall select the appropriate options, and the training sessions will proceed with these options in place. The training schedule will be jointly developed with the Company and County Project Managers as part of the overall planning. The training schedule will need to take the County's processing calendar in consideration as well as County and Company staff availability.

- B. The Company shall provide on-site training for the specified days for the County trainer designated by the County.
- C. The Company has included two (2) weeks of on-site training.
- D. The Company has also included one (1) week of on-site post implementation Go-Live support.
- E. For the purposes of training, one week is defined as on-site noon Monday through noon Friday. In addition to the time on-site, this week includes the necessary preparation time prior to and after each week of training, travel time and expenses related to the training.

Phase 5: iasWorld

Software & Services to be Implemented:

The following Software & Services will be licensed and delivered as part of this Agreement:

- System Framework
- Web-enabled Data Maintenance
- Electronic Document Management Interface

Web Services Framework

The Web Services framework is the common framework used by all of the iasWorld applications included in this Contract, encompassing:

- Users (who is known to the system)
- Roles (specifying functional access to groups of users)
- Security profiles (allowing to control access to data elements)
- Interface defaults
- Content for default portal environment styles and templates (logos, colors, fonts, language)
- Interoperability plans (external system connections, external data sources, external security policies)
- Property Records Management (PRM) used by internal users for searching, list management and pre-defined reporting. PRM is the enterprise level access environment that has the ability to search for records by a variety of methods including advanced searches. It includes the ability to tie records stored in the iasWorld database with other County applications including photos, documents, GIS, and oblique imagery (currently integrated with Pictometry).

The Company will review additional features with the County. A typical listing of project steps for this phase, which will further be defined and time lined once the project is underway, are:

- Customer reviews and completes a Setup Document. A sample of this document is included at

the back of this section.

- Customer returns Setup Document to Company.
- Customer provides the necessary data subset (i.e. CAMA, GIS, photos) to Company. The required method for GIS integration is for the County to expose a tax map web-service on ArcGIS, and provide an ADF connector on the iasWorld presentation-tier server.
- Company loads the data and configures the Test site according to specifications outlined by the Customer in the returned Setup Document. The Company will not share the County's data with others, or utilize it for any purpose other than that required for the execution of this contract.
- Customer reviews the Test site and enters technical issues with the site via the Customer Issue Tracker Database.
- Company applies fixes to the Test site based on Customer feedback.
- Customer signs off on the Test site.

Electronic Document Management Interface Implementation

Document manager is the module that will allow the County to store imaged (photos, files, etc.) directly within the iasWorld Oracle database. The base North Carolina installation does not include integration with any County EDMS. The Company will work with the County to identify images, if any, that are to be loaded into the Oracle database.

Phase 6: Web-Based User Interface Implementation

Web-based User Interface

The Company will install, set up and configure the base North Carolina user data maintenance environment. The iasWorld thin client environment provides the County with an expansive, web-based, task-oriented, transaction environment that streamlines and simplifies the business processing of assessment and taxation tasks.

iasWorld will be initially configured at the Company's data center for the purpose of allowing the County's staff to review the setup and configuration of all applicable baseline transactions and user interfaces.

The following tasks are concerned with the overall requirements, setup, configuration, and installation at the County.

- Receive Sample Database (from the County IAS database)
- Load sample data on Test Server DB
- Module configuration on the Test Site
- Load of Base Transactions to Test site
- Test basic module functionality

- Identify which transactions will be deployed for client
- Activate identified transactions for County
- Identify County Site-specific transactions
- Generate County List of Value (LOV) tables – these should be the same as the County is now using in IAS.

- Setup Roles, Users & Content Configuration. This is an entirely separate environment from the existing IAS setup, and the Company will train the County in how to setup the roles, users, and permissions and the County will be responsible for setup of the remaining iasWorld users.
 - Role creation/configuration and User assignment to roles
 - Content Configuration
- Setup 'On Demand Reports' configuration
- Transaction Template Configuration
- Setup/confirm required LOVs for deployment

- For each transaction, if necessary, modify the baseline template to meet site specific requirements
- Ensure correct LOVs are being displayed
- Release Transactions to County for review

- Walk through the transactions with the County, highlighting features, changes and general usage (this is not full class room training but will include a combination of Webex, onsite, and/or self guided user test scripts. It is introductory training to give the County enough knowledge to test the transactions)
- Receive feedback on additional changes that may be required using our issues-log
- Template enhancements as needed

- User Acceptance Testing
 - County reviews transactions, tests basic operation and business rules on Test Site - based on QA scripts
 - County signs off on transactions
- Install transactions on County's Test Environment
- Verification of transactions in Test Environment
- Identification of additional configuration parameters
- Final Configuration

- Install transactions on County's Production Environment
- Additional Configurations applied to Production Environment if necessary
- Verification of transactions in Production Environment
- County sign off
- Formal class room training for transactions
- Release into Production

Phase 6a – Site Specific Setup Review & Documentation

The Company will review the set of base North Carolina transactions. These transactions will be reviewed with the County staff to determine the most advantageous starting point for the Lee implementation.

The process for configuring iasWorld to address the County's requirements involves a series of walkthrough sessions to agree on the setup and configuration required. The initial presentation of the baseline transactions as generically configured for the County will be done via access to the Company's Test facilities. The walkthrough sessions will be conducted using a staged version of the application. Once the walkthrough sessions are complete and application setups are complete, the module would

then be installed on County computer facilities for production purposes.

These walkthroughs will be conducted through a series of on-site and/or WebEx review sessions.

Phase 6b – iasWorld Set-up/Configuration, Modifications, Testing

As a result of the walkthrough sessions, the Company will produce a walkthrough setup document that defines the amount of services required to setup and configure iasWorld to meet site specific business functionality required by the County. The project includes an estimated block of hours to perform these tasks within the context of the existing base transactions and configurations.

Listed in the tables below are the baseline transactions and general features that will be provided to the County as part of the iasWorld application. Transactions represent business functions that are processed by the County, condensed into a single browser data maintenance (user) interface. Associated to each transaction is a series of master user interface templates (similar to forms). During the setup process, business ‘roles’ will be defined and master templates will be associated to these roles. Selected templates may be modified to simplify the presentation of data to those fields required for data entry roles, thereby streamlining the overall interface and increasing usability and efficiency.

The listed general features are independent of the following baseline transactions, but they will be made available when appropriate for a particular transaction. The following list of baseline transactions may include transactions that are not applicable to the County’s business processes, but are included for completeness.

	Base Transactions
AA	Owner Transfer
AA	Splits & Combinations
AA	Agriculture Deferrals
AA	Notes –Land Records (Optionally Published to Web Site)
AA	Assessment
AA	Re/Deactivate
AA	Conveyance
PP	Exemptions
PP	Personal Property
AA	Centrally Assessed
PP	Alternate Owner
PP	Alternate Address
PP	Alternate PID
CAMA	Residential CAMA
CAMA	Commercial CAMA
CAMA	Commercial Income
CAMA	Condo
CAMA	Sales Validation
CAMA	Notes – Field (Appraiser) (Optionally Published to Web Site)
AA	Hearing Track Valuation by PID
CAMA	Market Transactions including MKSALES and Comp Sheet, as well as associated set up tables

CAMA	CAMA set up tables for CALP, Residential cost, CI cost and Income Models
AA	AA set up tables including ROLLDEF
PP	PP set up tables
SYS	Batch Reports
CAMA	Reports set up CAMA
AA	Reports set up AA
PP	Reports set up PP
AA	Assessment Admin; similar to Owner Transfer

Note: The above transaction types require access to the underlying iasWorld application business rules and data schema and as such are dependent on the customer's right-to-use license for each dependant iasWorld application.

Other General Feature Descriptions
<p>Future Year - Display the fact that data for a future year exists for a transaction.</p> <p>Multi-Yr & Multi-Jurisdiction - Users need to be able to query a parcel with tax year and Jurisdiction as part of the query keys. On most sites there is only one Jurisdiction and even on Multi-Jurisdiction sites most users only maintain one Jurisdiction.</p> <p>On-Demand Print - Currently administrators can set up a number of IAS stored reports to execute from various configurable transactions. A login staff member can then access these reports via the iasWorld UI. Usually these are related to data on the screen which pass field and search parameters to the requested report. Example reports such as PRCs, Value Change Notices, exemption applications, deferral applications, etc. are typically executed for the parcel displayed on the screen.</p> <p>Sketch Display - Graphic display of image screen capture.</p> <p>List Management – Ability to group parcels into meaningful lists that can be used for reporting and maintenance.</p> <p>Sketch Edit – A Sketch program is available for users to draw outlines of any buildings entered into the system. Sketches can also be entered via traditional vector strings which are subsequently parsed for accuracy and stored in the associated addition or commercial section. The current sketch routines also compute the area and perimeter of the segment.</p> <p>ADDRINDX - This table has alternate addresses for a property. Columns in the table link it a table/row for the parcel. The table also has to be considered for address queries.</p> <p>ALT-INDX - This table has alternate keys for a property. These may be something like a legacy parcel id or special pointers, which may not exist for all parcels. There may be more than one alternate id on a parcel. Users may want to query a transaction using the alternate id.</p> <p>OWNALT - This table has alternate names for a property owner. These are such things as a business name or alternate name. Columns in the table link it a table/row for the parcel. The table also has to be considered for owner queries.</p>

Master Index (Book, Page, Township, NBHD) - These are queries on an index screen, which produce a list of one or more parcels a user can then select which one he wishes to query. The user also may want to return to the list to pick another parcel.

Option/Switch to Query Deactivated Records - Users normally do not want to see deactivated records. However, many screens have a switch, which allows the user to include them in the query for when they want to see the data or need to reactivate. On a deactivated record the only field that can be maintained is the deactivate date. However, if it is removed other data can be changed.

Highlighting By TAXYR - To help avoid changing data in the wrong tax year users want a strong visual clue for which year they are working in. The header bar provides a color association to Tax Year to assist the user with a visual cue.

EDMS Link - Link to EDMS where available. *Requires licensing of Document Manager.*

Photo Link - Link to pictures where available. This may be Landisc™ or other source such as a directory of jpg files. *Requires licensing of Document Manager.*

Inquire Reporting – A query and data-mining tool which is available to all users for purposes of developing stored query datasets to be used in reporting, analysis and maintenance. This module includes a direct export to an Excel format as well as other common formats, including CSV, XML, and HTML

Sales History Maintenance - When some sales (based on defined criteria) are added to the database a copy of the CAMA data is stored in a set of separate sales history tables. The key to this data is the *SALEKEY* rather than the parcel id. If the data at the time of sale was different from the data copied the user may want to update the sales data. This will require parallel transactions for RES CAMA and COM CAMA using the sales history tables with *SALEKEY* as the primary key. The user may want a pull down list of possible sales for a parcel id to identify which sales need to be changed. Users may also want to have an icon to recopy the current data for a parcel or table into the sales history tables. The initial creation of the sales history tables is handled within the database and should not require any special iasWorld logic.

On-Line Help – On-line help will be browser base.

Phase 6c – Install at Company Hosting Center

During this contract stage, all transactions and supporting setups are transitioned to the Company's hosting center.

Phase 7: iasWorld Upgrade Close-out and Transition to Support

Final System Acceptance

The County will sign off on the delivered system upon successful completion of integrated system test for the core features as described in the completed set-up documents. Preliminary modules (impacted by subsequent deliveries and updates) will be flagged as conditional sign-off, pending testing of the final deliverables.

Non Phase Items

Project Administration

The Company shall develop and maintain a project work plan and schedule over the course of the project. This plan will detail Company, subcontractor and County responsibilities, tasks, planned, revised and actual execution dates. The Company will submit monthly status reports and the MS project schedule will be updated monthly.

Project Management

The Company shall coordinate with the County project manager to provide day to day management of the project activities including coordination of County and Company resource needs in scheduling meetings, review sessions, following up with Company staff, subcontractors and County on respective commitments.

Optional Activities:

The Company shall be available to the County to address any additional activities as requested by the County.

1. The County shall notify the Company in writing of any optional activities it wishes to include, and approximate timetable.
2. The Company shall respond in writing to the County on cost and timing of requested optional activities.
3. The County will notify the Company in writing confirming acceptance of cost and timetable.
4. The Company shall perform optional activities as agreed.



Tyler Technologies, Inc.
4100 Miller-Valentine Ct
Moraine, OH 45439
Phone: 800.800.2581 Fax: 866.658.4258

www.tylertech.com

AMENDMENT (3) TO MASTER SERVICE AGREEMENT
BETWEEN OUTPUT SERVICES GROUP AND
LEE COUNTY

This Amendment to the Master Service Agreement between Output Services Group, Inc., including its subsidiaries and other affiliated entities (jointly referred to as "OSG") and the Lee County is made June 17, 2024.

WHEREAS, the Lee County, ("Customer") and Output Services Group, Inc. entered into a Master Service Agreement ("Agreement") with an Effective Date of July 18, 2017.

WHEREAS, OSG and Customer desire to amend the Agreement 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 Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein, and for such other valuable consideration, the sufficiency of which is acknowledged by the parties, it is hereby agreed as follows:

1. OSG and Customer agree that the Term of the Agreement shall be extended for 12 months ending on July 18, 2025.
2. No price change is required at this time, however, OSG may change or increase the price it charges to reflect changes in postage and raw materials, such as paper and envelopes. OSG will provide 90-day notice of any intent to implement a price increase.
3. The monthly surcharge will continue to be eliminated with services.
4. All other terms of the Agreement shall remain unchanged by this Amendment.

Output Services Group, Inc.

Lee County

Joseph Tetstone

Joseph Tetstone



Joseph Tetstone

EVP of Client Experience

July 02, 2024 14:22 CT

joseph.tetstone@osgconnect.com

By: *Kirk D. Smith*

Name: KIRK D. SMITH

Title: COMMISSION CHAIRMAN

Date: 15 July 2024

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

Candace Kaman

Finance Officer, Lee County

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: Output Services Group, Inc.

COUNTY DEPARTMENT: Tax Department

SUBJECT OF CONTRACT: Print and mail services

DATE/TERM OF CONTRACT: July 18, 2024 – July 18, 2025

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 in the 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.

Revised 4-9-2024

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.

Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

Joseph Testone
@

For the CONTRACTOR: _____ Title: EVP of Client Experience

For LEE COUNTY: *Kim D. Smith* Title: COMMISSION CHAIRMAN

Revised 4-9-2024

Billing Service Agreement

This Agreement is made the 8th day of May, 2006, by and between SouthData, Inc., a North Carolina corporation, with its primary office at 201 Technology Lane, Mount Airy, North Carolina 27030 (hereinafter "SouthData") and the Lee County Tax Office located at 106 Hillcrest Drive, Sanford, North Carolina 27331 (hereinafter "Client").

1. **Exclusive Provider**
 - A. Client agrees that SouthData is the exclusive provider of property tax notices, delinquent property tax notices, vehicle tax notices, delinquent vehicle tax notices, business personal property listing, and non-business personal property listing. Other specialized mailings are available from SouthData, but are not covered by this Agreement.

2. **Responsibilities Of SouthData**
 - A. SouthData shall furnish, all labor, materials, equipment, quality control, and supervision needed to provide the following services:
 - i. Design and printing services to create products for use by Client.
 - ii. Computer processing services to process the billing data received from Client.
 - iii. Laser printing services to laser print information on the products.
 - iv. Handling services to fold, insert into envelopes, and deliver to the post office the printed products.
 - B. SouthData shall mail the printed product within 1 to 2 business day following the written acceptance of the final proof by the client.
 - C. SouthData shall provide training on purchasing procedures at no additional cost.

3. **Responsibilities Of Client**
 - A. Client shall provide written approval of test documents as required.
 - B. Client shall provide SouthData with sufficient information related to the format and contents of the data transmission file to allow SouthData to develop the computer programs required to create the products.
 - C. Client shall provide SouthData with the billing information in an agreed upon format and with sufficient timeliness to allow SouthData to print the products and deliver them.
 - D. Client shall pay all invoices within thirty (30) days.
 - E. Client will not be required to carry a postage deposit.
 - F. Client shall be solely responsible for the content and information provided to SouthData. SouthData shall not be responsible for inaccuracies in billing data received from Client and compiled into the final billing format.

4. **Charges For Service**
 - A. **Initial Account Setup** – SouthData shall provide, at no charge, the initial programming and design services needed to prepare to produce the products required by this Agreement.
 - B. **Processing Fees** – There are no processing fees or monthly or periodic charges for account maintenance, account availability, or online access for tracking orders.
 - C. **Minimum Run Charge** – A minimum run charge applies to all orders. This is not an additional charge, but means that the minimum billing for every order is \$40, exclusive of postage, shipping, handling and sales tax.
 - D. **Postage** – Postage is not included in the delivered price and will appear on the invoice. A postage escrow account is not required. SouthData maintains the necessary software to receive discounts for which the Client may qualify.

SouthData shall provide bar coding and sort the mail consistent with Postal Service standards. Until a file can be presorted, discounted postage averages \$.295 for one-ounce mail and \$.195 for postcards based on current rates effective January 8, 2006. Single notices will mail at the actual presort rate. Multiple matched bills will be billed at the full First Class postage.

- E. **Address Forwarding Services** - SouthData offers a service to get the most from your mailing. The fee is \$.01 per record with a \$100 minimum and can be performed at the time the data is received for order processing. The service includes:
- o **Delivery point verification** - The DPV System assists mailers in obtaining accurate delivery address information and facilitates identification of erroneous addresses contained in mailer address files.
 - o **Move Update Compliance/National Change of Address - NCOALink** updates name and address mailing lists with new addresses from individuals, families and businesses that have moved.
 - o **Reporting of Move Update changes to the client** - This allows the client to receive the most current address information for updating the records within their data file.
- F. **Prices For Standard Items** - Shown below are the prices for proposed components of this program:
- i. **Property Tax Notices** - An annual volume of 36,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.115 each. This does not include postage.
 - ii. **Delinquent Property Tax Notices** - An annual volume of 14,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.118 each. This does not include postage.
 - iii. **Vehicle Tax Notices** - An annual volume of 60,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.113 each. This does not include postage.
 - iv. **Delinquent Vehicle Tax Notices** - An annual volume of 20,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.118 each. This does not include postage.
 - v. **Personal Property Listing** - An annual volume of 6,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed one color front and back with variable data printed in black front side only, redesigned to be mailed in a standard #10 double windowed envelope with a #9 no-windowed customized return envelope with one color printed remit address at \$.215 each. This does not include postage. Hole punch is an additional 5.00 per thousand.
 - vi. **Business Property Listing** - An annual volume of 4,000 packages including the following; Page 1 is a customized 8 ½ x 11 on 24# bond paper - offset printed one color front and one color back with variable data printed in black on front and back, Page 2 is a customized 8 ½ x 11

on 24# bond paper – offset printed one color front and one color back with no variable data, redesigned to be mailed in a standard #10 double windowed envelope with a #9 no-windowed customized return envelope with one color printed remit address at \$.318 per package. This does not include postage.

- G. **Options/Costs** – SouthData has the capability to start the multiple bill matching at two bills if desired for postage savings and can include up to six bills in our standard #10 envelope.
 - i. Multiple matching service are \$.03 per notice additional.
 - ii. 9 x 12 multiple envelopes used for over six statements are \$.35 per envelope additional.
- H. **Searchable CD's** – SouthData now offers indexed, searchable, color image CD's of mailed documents at a cost of \$.01 per record plus \$15.00 for the first CD and \$10.00 for each duplicate CD. Search options are available for name, account #, bill number, street address and other fields as specified by the client.
- I. **Inventory**
 - i. **Carrying Inventory** - SouthData will carry a 6 month supply of the base forms and will hold them in inventory for use on the products SouthData creates for the client. The Client will not be billed for these forms until they are used to produce the client's work.
 - ii. **Obsoleting Inventory** - Should the client require changes, or cease using SouthData for this service, or otherwise make the form obsolete, the Client will be billed .03 per form and .02 per custom envelope for the obsolete inventory.
- J. **Pricing Changes** -The cost reflected in this proposal is based on the current cost of raw materials. Therefore, the quoted costs are valid for 1 year. After that date, we may reserve the right to review the quoted costs in this proposal based on current market conditions.

5. Term Of Agreement

The initial term of this Agreement shall be for two years. Subsequent to the initial term, this Agreement shall continue in effect on a year-to-year basis with the same terms and conditions, subject to price changes as described.

6. Cancellation

This Agreement may be cancelled for a documented breach of the terms of the Agreement. The party wishing to cancel the Agreement must provide notice of cause in writing and allow the other party thirty (30) days to remedy the breach. If the breach is not remedied within the thirty-day period, a final written notice must be provided to the breaching party. The Agreement will be cancelled thirty (30) days from receipt of the final notice.

Following the initial two year term of this Agreement, the ongoing contract may be cancelled with ninety (90) days written notice and client will accept responsibility for any remaining inventory.

7. Outsourcing

SouthData shall perform all services at its facilities and agrees not to outsource any work unless authorized by Client.

8. Insurance

During the term of this Agreement, SouthData shall maintain at its expense, liability, property, vehicle and workmen's compensation insurance sufficient to meet the requirements of the State of North Carolina.

9. Independent Contractor

SouthData acknowledges that it is at all times performing as an independent contractor. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the parties.

10. Severability

If any part of this Agreement is found to be invalid or unenforceable, the remaining parts of the Agreement shall continue in force.

11. Waiverability

A party's waiver of a breach of any item of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement.

12. Governing Law

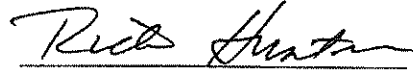
The laws of the state of North Carolina shall govern the provisions of this Agreement.

In Witness Whereof, the parties have caused the execution of this instrument, by authority duly given on the day and year first written above.

Lee County Tax Office

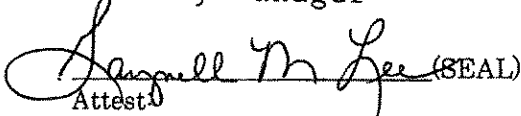
SouthData, Inc.





David M. Smitherman
County Manager

Rick Hunter
VP of Sales

 (SEAL)
Attest:

Attest: (SEAL)

Gaynell M. Lee

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.


Lisa G. Minter, Finance Officer



SOUTHDATA PRINT AND MAIL FULFILLMENT SERVICES AGREEMENT

THIS CONTRACT IS ENTERED INTO THIS 18th day of JULY, 2017 (hereinafter referred to as the "Contract"). The contract effective date is concurrent with the CLIENT's first live production run with SOUTHDATA or "future date", whichever date begins first within the 2017 calendar year.

WHEREAS, OUTPUT SERVICES GROUP is a company organized and existing under the laws of the State of New Jersey, having its principal place of business located at 100 Challenger Road, Suite 303, Ridgefield Park, NJ 07660, U.S.A. (hereinafter referred to as "SOUTHDATA"), and is engaged in the business of providing print and mail fulfillment and other related services (hereinafter referred to as the "SOUTHDATA Services"); and

WHEREAS, LEE COUNTY TAX ADMINISTRATION is a government office organized and existing under the laws of the State of NORTH CAROLINA, having its principal place of business located at 106 Hillcrest Dr., Sanford, NC 27330 (hereinafter referred to as the "CLIENT"); and

WHEREAS, the CLIENT has agreed to engage SOUTHDATA, and SOUTHDATA has agreed to be engaged by CLIENT to provide the SOUTHDATA Services to CLIENT in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF THE CONTRACT

1.1 SOUTHDATA hereby agrees to provide the SOUTHDATA Services to CLIENT, and CLIENT hereby agrees to purchase exclusively from SOUTHDATA the SOUTHDATA Services in accordance with the terms and conditions provided herein.

1.2 Unless otherwise agreed by the parties, the SOUTHDATA Services to be provided by SOUTHDATA shall consist of the print and mail fulfillment and related services described in Appendix A attached hereto.

1.3 During the term of this Contract, the CLIENT agrees to produce a minimum yearly quantity of 50,000 invoices ("Minimum Commitment") for a period of 60 months, based

upon the rates and terms provided herein.

PRICING AND BILLING

2.1 The prices and compensation to be paid by CLIENT to SOUTHDATA for the SOUTHDATA Services shall be in accordance with the amounts provided in Appendix B hereto (the "SOUTHDATA Prices").

2.2 The SOUTHDATA Prices set forth in Appendix B shall remain unchanged for a period of twelve (12) months from the date of this Contract (the "Initial Pricing Period"). Following the termination of the Initial Pricing Period and at the end of every subsequent twelve month pricing period (collectively the "Pricing Periods"), notwithstanding anything to the contrary contained in this Agreement, SOUTHDATA in its sole discretion shall have the right, to increase SOUTHDATA Prices contained in Appendix B for the "Affected items" during the Pricing Period by the greater of 5.0% or the change in the Consumer Price Index - All Urban Consumers, U.S. city average, base period 1982-84 ("CPI") as reported for the most recently completed Pricing Period.

2.3 The SOUTHDATA Prices may be revised and amended at any time by the parties hereto in a written amendment signed by each of the parties, in accordance with the terms prescribed herein.

2.4 Any and all invoices and bills for SOUTHDATA Services, including, but not limited to processing fees, and any costs and expenses, shall be due and payable by the CLIENT to SOUTHDATA within 30 days of receipt.

2.5 During the term of this Contract and any renewals thereof, CLIENT shall be responsible for the payment of any and all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed upon the presentation of written proof of exemption and a valid tax exemption number.

2.6 All invoices shall be payable to SOUTHDATA in the form of cash, or check made payable to "SouthData" at 201 Technology Lane, Mount Airy, NC 27030, or by electronic funds transfer to SOUTHDATA in accordance with written electronic transfer instructions provided by SOUTHDATA to the CLIENT.

2.7 In the event that the CLIENT defaults upon or fails to make any payment as scheduled, SOUTHDATA shall have the right to immediately cease any and all production for the account of the CLIENT.

COSTS AND EXPENSES

3.1 CLIENT shall be responsible for the payment of all costs and expenses incurred by SOUTHDATA, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats and other required supplies in connection with providing the SOUTHDATA Services in accordance with the terms of this Contract.

3.2 Payment for any of the foregoing costs and expenses shall be made in accordance with paragraph 2.6 herein. In addition, CLIENT shall establish a Postage Account in the name of, and for the benefit of SOUTHDATA, with SOUTHDATA if postage costs for an order placed are equal to or more than \$30,000. A postage deposit equaling one (1) month of estimated postage is required and shall be due and payable two (2) weeks prior to the first scheduled production run. Invoices for costs and expenses for postage, shipping and freight shall be billed to CLIENT, and payment may be made to SOUTHDATA from the Postage Account. SOUTHDATA reserves the right to monitor the Postage Account and to increase or decrease the required deposit by CLIENT at the sole discretion of SOUTHDATA.

REPRESENTATIONS AND WARRANTIES

4.1 SOUTHDATA and the CLIENT jointly and severally represent, warrant and agree as follows:

- (a) they have the full legal right, power and authority to enter into this Contract and to consummate all of the transactions contemplated herein;
- (b) that in executing and delivering this instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and
- (c) that this Agreement, and each and every covenant, promise, representation, warranty and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries and other affiliates, of each party hereto.

4.2 The CLIENT acknowledges and agrees that any and all data, documents and information provided by SOUTHDATA to the CLIENT, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of SOUTHDATA.

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is acknowledged and agreed that SOUTHDATA shall not be considered an agent, employee or representative of the CLIENT. SOUTHDATA shall not act on behalf of the

CLIENT, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between SOUTHDATA and the CLIENT, nor is it the intention of the Parties to establish any such relationship.

5.2 Neither SOUTHDATA nor the CLIENT is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

5.3 The Parties shall each use reasonable efforts to take all actions as the other may from time to time reasonably request and to otherwise cooperate with the other in order to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

CONFIDENTIALITY

6.1 Except as provided herein, SOUTHDATA, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the CLIENT, including but not limited to any customer lists and information, financial data or other information designated in writing by the CLIENT as proprietary information ("Client Information").

6.2 Except as provided herein, the CLIENT, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from SOUTHDATA, including but not limited to any operating programs, computer programs, data or other information, and other information designated in writing by SOUTHDATA as proprietary information (the "SOUTHDATA Information")(the Client Information and the SOUTHDATA Information shall be referred to collectively as the "Confidential Information").

6.3 Neither party shall use the Confidential Information for any purpose other than the performance of that party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:

- (a) is already lawfully in the possession of the disclosing party, and is not subject to any confidentiality provisions;
- (b) is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing party;
- (c) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or
- (d) the disclosing party is legally obligated to disclose.

TERM

7.1 This Contract shall come into effect immediately as of the date of execution hereof by both parties, and shall remain in force for a period of 12 months, except as provided for herein. Automatic one (1) year renewals will follow the initial 12 month period.

TERMINATION

8.1 Either SOUTHDATA or CLIENT may terminate this Contract with regard to its respective obligations hereunder at any time by giving the other party written notice of such termination, upon the occurrence of any of the following:

- (a) any material breach of any of the terms or conditions hereof having been committed by either party, if the breaching party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party; or
- (b) the bankruptcy or insolvency of either party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or
- (c) the mutual consent of the CLIENT and SOUTHDATA to terminate this Contract.
- (d) CLIENT may terminate with no cause and at least thirty (30) days written notice

8.2 Nothing herein shall be construed to limit or otherwise affect the rights and remedies of SOUTHDATA or the CLIENT at law or in equity under this Contract, or in the event that the CLIENT terminates this Contract.

8.3 In the event of termination of this Contract by either party, the rights and obligations of each party hereunder shall cease, except the obligation of the CLIENT to pay to SOUTHDATA any accrued but unpaid compensation or expense reimbursement. In addition, each party shall promptly return any and all data, information, programs, materials, and other property held by it in connection with the performance of its obligations hereunder, and the confidentiality provisions defined in paragraphs 7.1, 7.2 and 7.3 herein shall remain in full force and effect for a period of one (1) year.

NOTICES

9.1 All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or email transmission to the following addresses:

SOUTHDATA
 201 Technology Lane
 Mount Airy, NC 27017

 800-549-4722
 Attn: Loren De Leon
ldelcon@southdata.com

Lee County Tax Administration
 106 Hillcrest Dr
 Sanford, NC 27330

9.2 Any party may change its address at any time by giving notice thereof to the other parties in the manner provided in this Article.

9.3 Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

9.4 Notices sent via facsimile shall be deemed to have been given at the time when return confirmation of the said facsimile transmission shall be received by the party providing notice.

DISPUTE RESOLUTION

10.1 In the event that a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion.

10.2 Any arbitration proceeding shall be conducted within the state of North Carolina, in accordance with the procedural rules of the American Arbitration Association. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of North Carolina.

CONFLICTS OF INTEREST

11.1 The CLIENT acknowledges and agrees that it shall obtain the SOUTHDATA Services or similar services exclusively from SOUTHDATA. The CLIENT shall not directly or indirectly enter into any contracts with persons who are in direct competition with SOUTHDATA for the purposes of providing the same or similar services as the SOUTHDATA Services without the prior written consent of SOUTHDATA.

GOVERNING LAW

12.1 This Contract shall be construed in accordance with and governed by the laws of the State of North Carolina.

MODIFICATION AND ASSIGNMENT

13.1 This Contract may not be modified or terminated orally and no modification, termination or alteration shall be valid unless in writing signed by the party against whom enforcement is sought.

13.2 Neither party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent may be withheld for any reason whatever, and any attempted assignment by either party without such prior written consent will be ineffective and will constitute a breach of this Contract.

ADDITIONAL DOCUMENTS

14.1 The Parties shall execute all additional Contracts and instruments that may be reasonably required in order to carry out the purposes and intent of this Contract and to fulfill the obligations of the Parties hereunder.

COUNTERPARTS

15.1 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

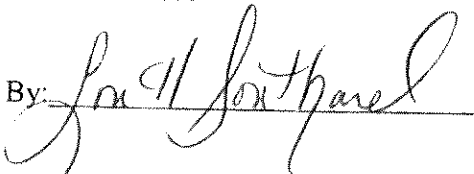
ENTIRE CONTRACT

16.1 This document constitutes the entire agreement between the Parties relating to the SOUTHDATA Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the SOUTHDATA Services.

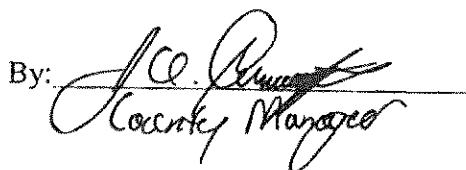
HEADINGS

17.1 The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

SOUTHDATA

By: 

Lee County Tax Administration

By: 
County Manager

APPENDIX A

STATEMENT OF WORK

SOUTHDATA Control Standards

I. Inventory Controls

- A. Inventory controls are maintained by SOUTHDATA.
- B. Paper and Envelope stock will be supplied as part of the SOUTHDATA packaged services
- C. Items included are:
 1. 24lb. OCR bond 8 ½ x 11 micro perforated paper
 2. # 10 double window envelope
 3. # 9 business reply envelope

II. Input Controls

- A. Successful transmission is indicated when system provides user with 8 digit number (ticket number)
- B. Processing commences:
 1. Page and invoice counts are verified against customer counts from on-line work order
 2. Addresses are verified for deliverability and postal coded for presort mail discounts
- C. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- D. Once all input controls are verified, the file is scheduled for production

III. Printing Controls

- A. High Speed Inkjet Printers are utilized within SOUTHDATA's Customized Workflow System
- B. Throughout the printing process:
 1. Monitor print quality and output sequences.
 2. Final review of output, and verification of presort mailing information
- C. Reprint any invoices via account recovery program
- D. Provide accurate workflow tracking throughout the process

IV. Inserting Controls

- A. Pre-production machine inspection insures proper material use
- B. Verify control totals to ensure all printed pages are inserted
- C. "Intelligent" inserters electronically monitor insertion and folding integrity through out
- D. Postage totals are verified after each mailing
- E. Ability to monitor piece, set, and set to set integrity
- F. Verify all totals prior to release to the post office

V. Turnaround Commitments

- A. Orders will be printed and mailed within 48 hours following client approval of final proof Monday - Friday, excluding holidays.
- B. Graphic changes can require 3 - 5 business days to complete.
- C. Programming changes can require 10 - 15 days to complete.

VI. Volume Considerations

- A. The Client has estimated an average of 10,000 annual assessment notices and 40,000 annual property tax notices to be printed and mailed.

VI. Reports

- A. Error Standardization Report is included in the NCOA costs. The file will be supplied via website in TXT format.

Printing	Price	Description
Personal Property Listing Approx. 6,000 annually	\$0.20	Inkjet printing, 8.5 x 11 statement, duplex , color, with a #10 double window outer envelope, custom remit envelope, 24lb. microperfed paper, folding, inserting.
Business Property Listing Approx. 4,000 annually	\$0.28	Inkjet printing, 8.5 x 11 statement, duplex , color, with a custom #10 outer envelope, custom remit envelope, 24lb. microperfed paper, folding, inserting.
Property Tax Notice Approx. 40,000 annually	\$0.115	Inkjet printing, 8.5 x 11 statement, duplex , color, with a #10 standard outer envelope, #9 standard envelope, 24lb. microperfed paper, folding, inserting.
Delinquent Tax Notice Approx. 5,000 annually	\$0.118	Inkjet printing, 8.5 x 11 statement, duplex , color, with a #10 standard outer envelope, #9 standard envelope, 24lb. microperfed paper, folding, inserting.
Extra Page	\$0.04	
Householding	\$0.03	Inserts statements with the same name and address into a single outer envelope.
Changes		
Programming Changes after initial setup	\$125/hr.	
Graphic Changes after initial setup	\$65/hr.	
Other		
NCOA Annual Fee	\$100	Covers all records submitted and error code reports.
File delivery via DVD	\$50	
Postage provided at cost by the USPS		

SouthData

By: *Lora H. Southard*

Name: Lora Southard

Title: Vice President Sales

Date: 7-18-17

Lee County Tax Administration

By: *J.A. Cumber*

Name: *John A. Cumber*

Title: *County Manager*

Date: 7-11-17

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

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: Joseph Tetstone

By: Kirk D. Smith

Name: Joseph Tetstone

Name: KIRK D. SMITH

Title: Executive Vice President

Title: CHAIRMAN

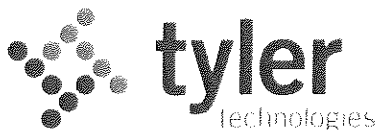
Date: 7/25/23

Date: 25 July 2023

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

Orndace Jeman

Finance Officer, Lee County



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 proformas attached hereto as Exhibit 1.
2. For those maintenance services provided to Client's Tax Department, Client shall remit to Tyler maintenance fees in the amount set forth in Exhibit 1. 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. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. 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.

Lee County, North Carolina

By: _____

By: [Signature] _____

Name: _____

Name: KIRK D. SMITH _____

Title: _____

Title: COMMISSION CHAIRMAN _____

Date: _____

Date: 15 JULY 2024 _____

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

[Signature] _____

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	203200	01/17/2024	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: 09/05/2024, End: 09/04/2025; 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: 09/05/2024, End: 09/04/2025; Term: 12 months	No	1	1	EA	0.00	.00	0.00
3 Renewal: SUPPORT & UPDATE LICENSING - TAX BILLING Maintenance Plan: ; Start: 09/05/2024, End: 09/04/2025; Term: 12 months	No	1	1	EA	20,133.11	.00	20,133.11
4 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 09/05/2024, End: 09/04/2025; Term: 12 months	No	1	1	EA	2,490.34	.00	2,490.34
5 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 09/05/2024, End: 09/04/2025; Term: 12 months	No	1	1	EA	3,130.74	.00	3,130.74
6 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 09/05/2024, End: 09/04/2025; Term: 12 months	No	1	1	EA	1,650.00	.00	1,650.00
7 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 09/05/2024, End: 09/04/2025; Term: 12 months	No	1	1	EA	3,096.65	.00	3,096.65

Does not include any applicable taxes

Order Total: **34,000.84**

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

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: _____

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 in the 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.

Revised 4-9-2024

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.

Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

For the CONTRACTOR: _____ Title: _____

For LEE COUNTY: *Kim D. Snitter* Title: *BOARD CHAIRMAN*

**AN AGREEMENT BETWEEN
COMPUTER CENTER SOFTWARE and LEE COUNTY
FOR THE PURCHASE AND THE LICENSING OF
APPLICATION SOFTWARE PRODUCTS**

Agreement made this 28th day of February, 1997 between COMPUTER CENTER SOFTWARE, a Maine Corporation, with offices at 370 U.S. Route 1, Falmouth, Maine 04105, (Seller), and the LEE COUNTY, with its principal offices at 106 Hillcrest Drive, Sanford, NC 27330 (Buyer).

I. SCOPE

Subject to the terms and conditions set forth herein, the Buyer agrees to buy and/or accept license from the Seller and the Seller agrees to sell and/or grant license to the Buyer, the products and related services described in Exhibit 1, attached.

II. LICENSES

Ownership of the Software products listed in Exhibit 1 shall remain with the Seller, the Seller grants License to the Buyer to use these products according to the terms of the Buyer's Licensing Agreement (Exhibit 2).

III. PRICE

The total financial obligation of the Buyer to the Seller for the delivery of the software products listed in Exhibit 1 shall be \$99,840 (Ninety-nine Thousand, Eight Hundred Forty). The price shall be payable by the Buyer to the Seller as provided in Section IV hereof. All applicable sales tax, use tax or excise tax shall be paid by the Buyer and shall be paid over to the proper authorities by the Buyer or reimbursed by the Buyer to the Seller on demand in the event that Seller is responsible or demand is made on the Seller for the payment thereof. If tax exempt, Buyer must provide the Seller with their tax exempt number or form.

Additional related services not specified on Exhibit 1, will be billed at the then current rate for the service, as they are incurred.

IV. PAYMENT AND ACCEPTANCE

Upon acceptance and signing of this Agreement, Buyer will remit to Seller an initial deposit of \$24,960 (Twenty-four Thousand, Nine Hundred Sixty) which represents 25% of the Purchase Price listed in Exhibit 1. In return for this deposit, the Seller will provide Buyer a tape of the software applications listed in Exhibit 1 to be held by Buyer until which time as the full system can be installed.

A second payment of \$49,920 (Forty-nine Thousand, Nine Hundred Twenty) which represents 50% of the Purchase Price, will made upon delivery and installation of the software applications listed in Exhibit 1.

Seller will certify to Buyer when each group of products or modules is complete. This certification will start a thirty (30) day acceptance period, during which Buyer will be responsible for testing the products delivered. By the end of the acceptance period, the Buyer will remit to Seller a payment equal to 25% of the value of the group of products or modules which have been completed. If during the thirty (30) day acceptance period, Buyer fails to notify Seller in writing of any items which do not meet acceptance, acceptance will be deemed to have been granted.

Acceptance will require that the phase of the system has been delivered, installed and performs in accordance with the Sellers Specifications. For the purpose of this agreement "Specifications" shall be defined as the written descriptions found in the Seller's proposal to the Buyer, the Seller's marketing material and the user manuals for the current revision of the software. The Buyer shall have at its option and expense, the right to submit to the Seller requests to have specific routines or programs demonstrated. Such requests shall be submitted in writing seventy-two (72) hours prior to the requested demonstration to allow for related files to be built and installed.

V. WARRANTIES OF SELLER

- A) Seller warrants that all Software products delivered under this Agreement be free from defect in materials or workmanship and further agrees to correct promptly and without additional charge any defect that it is notified of within 90 days after the installation of the Software products.

After the initial three month period, this warranty will continue to remain in effect as long as the Buyer maintains a current Software Support Agreement with the Seller and under such agreement or extension thereof, Seller will correct any defect promptly and without additional charge.

The Buyer acknowledges that this warranty is limited to Software products installed and used on the Buyer's computer system listed in Exhibit 2. Buyer further acknowledges that modifications made to the software programs by the Buyer will void Seller's warranty of the programs, unless specifically stated and approved in writing by the Seller.

- B) The Seller warrants that it is, and at all relevant times will be, authorized by the manufacturer of all software included with or used by the software products, listed in Exhibit 1, to grant licenses or sublicenses to such software.
- C) The Seller warrants that the Software and Software products do not infringe any patents, copyright, trade secret, or other property rights held by any other person or entity.
- D) The Seller's obligation for breach of warranty shall include correction or replacement of the software product which fails to conform to such warranty.

In no event shall the Seller be liable for special, incidental, or consequential damages including any damages resulting from loss of use, or loss of data arising out of or in connection with the use of the software or hardware products.

In no event shall the Seller be liable for any breach of warranty unless notice thereof is given to the Seller within three months after acceptance of the Software products of the Buyer or within the period covered by a current Software Support Agreement or extension thereof.

- E) The Seller shall defend, indemnify and hold harmless the Buyer and its officers, agents, and employees from any claim or proceedings brought against the Buyer, and from any cost damages and expenses finally awarded against the Buyer, which arise as a result of any claim that is based on an assertion that the Buyer's use of the Software products under this Agreement constitutes an infringement of any United States or other patent, copyright, trade secret, trademark, or other property interest rights, provided that the Buyer notifies the Seller promptly of any such claim or proceeding and gives the Seller full and complete authority, information, and assistance to defend such claim or proceeding and further provided that the Seller shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, provided that the Seller shall consult with the Buyer regarding such defense.

In the event that the Software products are finally held to be infringing and its use by the Buyer is enjoined, the Seller shall, at its election; (1) procure for the Buyer the right to continue use the software products; (2) modify or replace the Software products so that it becomes non-infringing.

The Seller shall have no liability hereunder if the Buyer modified the Software products in any manner without the prior written consent of the Seller and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement.

The foregoing states the Seller's entire liability, and the Buyer's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software products, or any part thereof, or use thereof.

- F) The warranties contained in this Section are in lieu of all other warranties, expressed or implied. The Seller's expressed warranties shall not be enlarged, diminished or affected by, and no obligations or liabilities shall arise out of, the Seller's rendering of technical or other advice or service in connection with the products listed in Exhibit 1.

VI. CONFIDENTIALITY

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

It is further acknowledged that complaint issues relating to the products listed on Exhibit I of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

VII. CANCELLATION OR MODIFICATION

This Agreement may not be canceled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement.

VIII. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, 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 thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IX. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the following addresses or other such address or addresses as to which a party shall have notified the other party in accordance with this Section:

If to Seller:

John S. Marr, Jr.
Computer Center Software
370 U.S. Route One
Falmouth, ME 04105

If to Buyer:

Lesa Price
Lee County
106 Hillcrest Drive
Sanford, NC 27330

X. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the Buyer and the Seller with respect to the hardware and software products and related services and supersedes any prior agreements, understandings and representations, whether written or oral.

XI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and shall take effect as an instrument under seal.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals effective as of the date first set forth above.

Seller:

Buyer:

Computer Center Software

Lee County

By: 

John S. Marr, Jr.
Vice President, Sales

By: 

Name: William K. Cowan
Title: County Manager

EXHIBIT 1

MUNIS® SOFTWARE	PRICE	DAYS TRAIN.	DAYS CONSULT.	EXT.¹ CONVER.	STD. CONVER.	ANNUAL MAINT.
General Ledger	18,000	7	1	3,000	3,000	2,700
Budgeting	Inc.	Inc.	Inc.			
Accounts Payable	Inc.	Inc.	Inc.	3,000	1,200	
Applicant Tracking	2,000	2	0			600
Payroll	4,000	6	1	3,600	1,800	600
Personnel	3,000	2	1	1,200	1,200	450
Project/Grant Accounting	3,900	2	0	2,400	1,200	585
Fixed Assets	4,500	2	0	1,800	1,200	675
Purchase Orders	4,500	2	1	1,800	1,800	675
Requisitions/Quotes	3,900	2	0	N/A	N/A	585
Inventory	4,500	2	0	N/A	N/A	675
N.C. Sales Tax Reimbursement	1,500	1	0	N/A	N/A	225
E.I.S. Software	1,500	1	3 seats	N/A	N/A	150
MUNIS® TOTALS	51,300	29	4	16,800	11,400	7,920

SYSTEM SOFTWARE	PRICE	USERS	DAYS TRAINING	ANNUAL MAINT
INFORMIX				
Standard Engine Runtime	2,170	16		260
4GL - RDS Runtime	1,870	16		220
✓ IQ - Report Writer	6,500	N/A	5	1,275
SYSTEM SOFTWARE TOTAL	10,540			1,755

SERVICES	PRICE	# DAYS	PER/DIEM
Implementation Support	20,400	34	600
Consulting	3,200	4	800
Std. Conversion	11,400		
MUNIS® Installation	3,000	N/A	
SERVICES TOTAL	38,000		

SYSTEM TOTALS	PRICE	ANNUAL MAINT
MUNIS® SOFTWARE	51,300	7,920
SYSTEM SOFTWARE	10,540	1,755
SERVICES	38,000	
GRAND TOTAL	99,840	9,675

¹ We have quoted the Standard Conversion cost instead of the extended conversion.

EXHIBIT 2

**LICENSE AGREEMENT FOR
MUNIS SOFTWARE**

Agreement is made this ____ day of February, 1997 by and between the LEE COUNTY, 106 Hillcrest Drive, Sanford, NC 27330, (Licensee), and Computer Center Software (Licensor), 370 US Route One, Falmouth, Maine 04105.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Now, therefore, the Licensor and Licensee agree as follows:

1. Term of Agreement

This Agreement is effective as of the date of software installation and shall remain in force until 90 days from installation. The terms and conditions of this License shall then continue so long as Licensee maintains a current License and Support Agreement with the Licensor.

2. Grant of License

Licensee is hereby granted the non-exclusive and non-transferable license and right to use the Revision of MUNIS 4GL Licensed Programs listed in Section 3, and related materials, during the term specified above. This License will also cover any additional revisions which Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the MUNIS software products identified herein.

3. Defined Categories:

License fees are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, and the number of bills generated for utilities or taxes. This license is granted at the following category level(s):

Group of Applications	Category	Revision
Payroll/Personnel	C	4.61
All Remaining Applications	B	4.61

4. Limited Use

The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's HP9000-D310 computer system. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.

5. Confidentiality

The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.

6. Modification

The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or the anyone performing such modification to gain any proprietary or other interest in the Products.

7. Copies

The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.

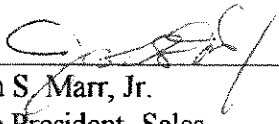
8. Warranty

For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS software programs will operate as described in the brochures and user manuals of Computer Center Software. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs which contain modifications, unless specifically authorized in writing by the Licensor.

By signing below, both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms:

LICENSOR

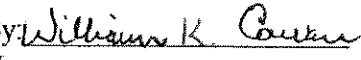
Computer Center Software
370 US Route One
Falmouth, Maine 04105

By: 
John S. Marr, Jr.
Vice President, Sales

Date: 3-14-97

LICENSEE

Lee County
106 Hillcrest Drive
Sanford, NC 27330

By: 
Name: William K. Cowan
Title: County Manager

Date: 2/11/97

"MUNIS" is a registered trademark of Computer Center Software.



One Tyler Drive
Yarmouth, ME 0409

P 800 772 2260
F 207 781 2459

Greetings:

Enclosed is your Annual Support Agreement and License Agreement for Munis® Software for the upcoming renewal period.

You will note that this renewal form is different from the forms you may have received in the past. The biggest change we have made is to align you with our current, Tyler-wide practice of setting the term for maintenance and support as automatically renewable, in one-year increments. That means that, after you sign this renewal form, in subsequent years you will only receive an invoice from us reflecting our then-current maintenance and support fees.

We are taking this step to simplify the administration of your contract – a change we believe benefits us both. This change does not mean, though, that you are forever bound to a maintenance and support agreement with Tyler. If you choose to, you may terminate the agreement, effective as of the last date of the then-current term, by providing us at least fifteen days' notice of your intent to do so.

Please do not hesitate to contact Nicole Beaudette, Revenue Specialist, at (800) 772-2260 extension 4692 or nicole.beaudette@tylertech.com with any questions or concerns.

Sincerely,

Abigail Diaz
Associate General Counsel

A handwritten signature in cursive script, appearing to read "Abigail Diaz".

Enclosure

Annual Support Agreement and License Agreement for Munis® Software

This Annual Support Agreement and License Agreement for Munis® Software ("Support Agreement") is made by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the client named in the attached invoice ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

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

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and Tyler's then-current support call process, during the period set forth in the attached invoice.
2. Client shall remit to Tyler maintenance fees in the amount set forth in the attached invoice.
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. This Support Agreement 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 Support Agreement as of the dates set forth below.


Tyler Technologies, Inc.
ERP and School Division

By: 

Name: Christopher P. Hepburn

Title: Senior Vice President

Client: Lee County, NC

By: 

Name: Amy Dalrymple

Title: Chair, Board of Commissioners

Date: 8-18-15

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

Revised 11-9-15

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.

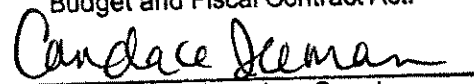
Indemnification: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused 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

Billing Service Agreement

This Agreement is made the 8th day of May, 2006, by and between SouthData, Inc., a North Carolina corporation, with its primary office at 201 Technology Lane, Mount Airy, North Carolina 27030 (hereinafter "SouthData") and the Lee County Tax Office located at 106 Hillcrest Drive, Sanford, North Carolina 27331 (hereinafter "Client").

1. **Exclusive Provider**
 - A. Client agrees that SouthData is the exclusive provider of property tax notices, delinquent property tax notices, vehicle tax notices, delinquent vehicle tax notices, business personal property listing, and non-business personal property listing. Other specialized mailings are available from SouthData, but are not covered by this Agreement.
2. **Responsibilities Of SouthData**
 - A. SouthData shall furnish, all labor, materials, equipment, quality control, and supervision needed to provide the following services:
 - i. Design and printing services to create products for use by Client.
 - ii. Computer processing services to process the billing data received from Client.
 - iii. Laser printing services to laser print information on the products.
 - iv. Handling services to fold, insert into envelopes, and deliver to the post office the printed products.
 - B. SouthData shall mail the printed product within 1 to 2 business day following the written acceptance of the final proof by the client.
 - C. SouthData shall provide training on purchasing procedures at no additional cost.
3. **Responsibilities Of Client**
 - A. Client shall provide written approval of test documents as required.
 - B. Client shall provide SouthData with sufficient information related to the format and contents of the data transmission file to allow SouthData to develop the computer programs required to create the products.
 - C. Client shall provide SouthData with the billing information in an agreed upon format and with sufficient timeliness to allow SouthData to print the products and deliver them.
 - D. Client shall pay all invoices within thirty (30) days.
 - E. Client will not be required to carry a postage deposit.
 - F. Client shall be solely responsible for the content and information provided to SouthData. SouthData shall not be responsible for inaccuracies in billing data received from Client and compiled into the final billing format.
4. **Charges For Service**
 - A. **Initial Account Setup** – SouthData shall provide, at no charge, the initial programming and design services needed to prepare to produce the products required by this Agreement.
 - B. **Processing Fees** – There are no processing fees or monthly or periodic charges for account maintenance, account availability, or online access for tracking orders.
 - C. **Minimum Run Charge** – A minimum run charge applies to all orders. This is not an additional charge, but means that the minimum billing for every order is \$40, exclusive of postage, shipping, handling and sales tax.
 - D. **Postage** – Postage is not included in the delivered price and will appear on the invoice. A postage escrow account is not required. SouthData maintains the necessary software to receive discounts for which the Client may qualify.

SouthData shall provide bar coding and sort the mail consistent with Postal Service standards. Until a file can be presorted, discounted postage averages \$.295 for one-ounce mail and \$.195 for postcards based on current rates effective January 8, 2006. Single notices will mail at the actual presort rate. Multiple matched bills will be billed at the full First Class postage.

- E. **Address Forwarding Services** - SouthData offers a service to get the most from your mailing. The fee is \$.01 per record with a \$100 minimum and can be performed at the time the data is received for order processing. The service includes:
- o **Delivery point verification** - The DPV System assists mailers in obtaining accurate delivery address information and facilitates identification of erroneous addresses contained in mailer address files.
 - o **Move Update Compliance/National Change of Address - NCOALink** updates name and address mailing lists with new addresses from individuals, families and businesses that have moved.
 - o **Reporting of Move Update changes to the client** - This allows the client to receive the most current address information for updating the records within their data file.
- F. **Prices For Standard Items** - Shown below are the prices for proposed components of this program:
- i. **Property Tax Notices** - An annual volume of 36,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.115 each. This does not include postage.
 - ii. **Delinquent Property Tax Notices** - An annual volume of 14,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.118 each. This does not include postage.
 - iii. **Vehicle Tax Notices** - An annual volume of 60,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.113 each. This does not include postage.
 - iv. **Delinquent Vehicle Tax Notices** - An annual volume of 20,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed two colors front and one color back with variable data printed in black front side only with a 3 ½" remittance stub mailed in a standard #10 double windowed envelope with a standard #9 single windowed remittance envelope at \$.118 each. This does not include postage.
 - v. **Personal Property Listing** - An annual volume of 6,000 customized 8 ½ x 11 statements on 24# bond paper - offset printed one color front and back with variable data printed in black front side only, redesigned to be mailed in a standard #10 double windowed envelope with a #9 no-windowed customized return envelope with one color printed remit address at \$.215 each. This does not include postage. Hole punch is an additional 5.00 per thousand.
 - vi. **Business Property Listing** - An annual volume of 4,000 packages including the following; Page 1 is a customized 8 ½ x 11 on 24# bond paper - offset printed one color front and one color back with variable data printed in black on front and back, Page 2 is a customized 8 ½ x 11

on 24# bond paper – offset printed one color front and one color back with no variable data, redesigned to be mailed in a standard #10 double windowed envelope with a #9 no-windowed customized return envelope with one color printed remit address at \$.318 per package. This does not include postage.

- G. **Options/Costs** – SouthData has the capability to start the multiple bill matching at two bills if desired for postage savings and can include up to six bills in our standard #10 envelope.
 - i. Multiple matching service are \$.03 per notice additional.
 - ii. 9 x 12 multiple envelopes used for over six statements are \$.35 per envelope additional.
- H. **Searchable CD's** – SouthData now offers indexed, searchable, color image CD's of mailed documents at a cost of \$.01 per record plus \$15.00 for the first CD and \$10.00 for each duplicate CD. Search options are available for name, account #, bill number, street address and other fields as specified by the client.
- I. **Inventory**
 - i. **Carrying Inventory** - SouthData will carry a 6 month supply of the base forms and will hold them in inventory for use on the products SouthData creates for the client. The Client will not be billed for these forms until they are used to produce the client's work.
 - ii. **Obsoleting Inventory** - Should the client require changes, or cease using SouthData for this service, or otherwise make the form obsolete, the Client will be billed .03 per form and .02 per custom envelope for the obsolete inventory.
- J. **Pricing Changes** –The cost reflected in this proposal is based on the current cost of raw materials. Therefore, the quoted costs are valid for 1 year. After that date, we may reserve the right to review the quoted costs in this proposal based on current market conditions.

5. Term Of Agreement

The initial term of this Agreement shall be for two years. Subsequent to the initial term, this Agreement shall continue in effect on a year-to-year basis with the same terms and conditions, subject to price changes as described.

6. Cancellation

This Agreement may be cancelled for a documented breach of the terms of the Agreement. The party wishing to cancel the Agreement must provide notice of cause in writing and allow the other party thirty (30) days to remedy the breach. If the breach is not remedied within the thirty-day period, a final written notice must be provided to the breaching party. The Agreement will be cancelled thirty (30) days from receipt of the final notice.

Following the initial two year term of this Agreement, the ongoing contract may be cancelled with ninety (90) days written notice and client will accept responsibility for any remaining inventory.

7. Outsourcing

SouthData shall perform all services at its facilities and agrees not to outsource any work unless authorized by Client.

8. Insurance

During the term of this Agreement, SouthData shall maintain at its expense, liability, property, vehicle and workmen's compensation insurance sufficient to meet the requirements of the State of North Carolina.

9. Independent Contractor

SouthData acknowledges that it is at all times performing as an independent contractor. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the parties.

10. Severability

If any part of this Agreement is found to be invalid or unenforceable, the remaining parts of the Agreement shall continue in force.

11. Waiverability

A party's waiver of a breach of any item of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement.

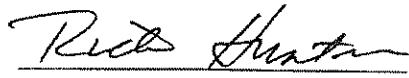
12. Governing Law

The laws of the state of North Carolina shall govern the provisions of this Agreement.

In Witness Whereof, the parties have caused the execution of this instrument, by authority duly given on the day and year first written above.

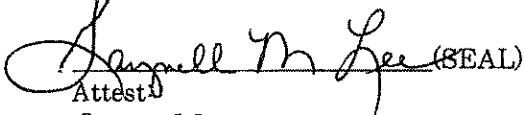
Lee County Tax Office

SouthData, Inc.



David M. Smitherman
County Manager

Rick Hunter
VP of Sales

 (SEAL)
Attest:

_____ (SEAL)
Attest:

Gaynell M. Lee

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.


Lisa G. Minter, Finance Officer



SOUTHDATA PRINT AND MAIL FULFILLMENT SERVICES AGREEMENT

THIS CONTRACT IS ENTERED INTO THIS 18th day of JULY, 2017 (hereinafter referred to as the "Contract"). The contract effective date is concurrent with the CLIENT's first live production run with SOUTHDATA or "future date", whichever date begins first within the 2017 calendar year.

WHEREAS, OUTPUT SERVICES GROUP is a company organized and existing under the laws of the State of New Jersey, having its principal place of business located at 100 Challenger Road, Suite 303, Ridgefield Park, NJ 07660, U.S.A. (hereinafter referred to as "SOUTHDATA"), and is engaged in the business of providing print and mail fulfillment and other related services (hereinafter referred to as the "SOUTHDATA Services"); and

WHEREAS, LEE COUNTY TAX ADMINISTRATION is a government office organized and existing under the laws of the State of NORTH CAROLINA, having its principal place of business located at 106 Hillcrest Dr., Sanford, NC 27330 (hereinafter referred to as the "CLIENT"); and

WHEREAS, the CLIENT has agreed to engage SOUTHDATA, and SOUTHDATA has agreed to be engaged by CLIENT to provide the SOUTHDATA Services to CLIENT in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF THE CONTRACT

1.1 SOUTHDATA hereby agrees to provide the SOUTHDATA Services to CLIENT, and CLIENT hereby agrees to purchase exclusively from SOUTHDATA the SOUTHDATA Services in accordance with the terms and conditions provided herein.

1.2 Unless otherwise agreed by the parties, the SOUTHDATA Services to be provided by SOUTHDATA shall consist of the print and mail fulfillment and related services described in Appendix A attached hereto.

1.3 During the term of this Contract, the CLIENT agrees to produce a minimum yearly quantity of 50,000 invoices ("Minimum Commitment") for a period of 60 months, based

upon the rates and terms provided herein.

PRICING AND BILLING

2.1 The prices and compensation to be paid by CLIENT to SOUTHDATA for the SOUTHDATA Services shall be in accordance with the amounts provided in Appendix B hereto (the "SOUTHDATA Prices").

2.2 The SOUTHDATA Prices set forth in Appendix B shall remain unchanged for a period of twelve (12) months from the date of this Contract (the "Initial Pricing Period"). Following the termination of the Initial Pricing Period and at the end of every subsequent twelve month pricing period (collectively the "Pricing Periods"), notwithstanding anything to the contrary contained in this Agreement, SOUTHDATA in its sole discretion shall have the right, to increase SOUTHDATA Prices contained in Appendix B for the "Affected items" during the Pricing Period by the greater of 5.0% or the change in the Consumer Price Index - All Urban Consumers, U.S. city average, base period 1982-84 ("CPI") as reported for the most recently completed Pricing Period.

2.3 The SOUTHDATA Prices may be revised and amended at any time by the parties hereto in a written amendment signed by each of the parties, in accordance with the terms prescribed herein.

2.4 Any and all invoices and bills for SOUTHDATA Services, including, but not limited to processing fees, and any costs and expenses, shall be due and payable by the CLIENT to SOUTHDATA within 30 days of receipt.

2.5 During the term of this Contract and any renewals thereof, CLIENT shall be responsible for the payment of any and all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed upon the presentation of written proof of exemption and a valid tax exemption number.

2.6 All invoices shall be payable to SOUTHDATA in the form of cash, or check made payable to "SouthData" at 201 Technology Lane, Mount Airy, NC 27030, or by electronic funds transfer to SOUTHDATA in accordance with written electronic transfer instructions provided by SOUTHDATA to the CLIENT.

2.7 In the event that the CLIENT defaults upon or fails to make any payment as scheduled, SOUTHDATA shall have the right to immediately cease any and all production for the account of the CLIENT.

COSTS AND EXPENSES

3.1 CLIENT shall be responsible for the payment of all costs and expenses incurred by SOUTHDATA, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats and other required supplies in connection with providing the SOUTHDATA Services in accordance with the terms of this Contract.

3.2 Payment for any of the foregoing costs and expenses shall be made in accordance with paragraph 2.6 herein. In addition, CLIENT shall establish a Postage Account in the name of, and for the benefit of SOUTHDATA, with SOUTHDATA if postage costs for an order placed are equal to or more than \$30,000. A postage deposit equaling one (1) month of estimated postage is required and shall be due and payable two (2) weeks prior to the first scheduled production run. Invoices for costs and expenses for postage, shipping and freight shall be billed to CLIENT, and payment may be made to SOUTHDATA from the Postage Account. SOUTHDATA reserves the right to monitor the Postage Account and to increase or decrease the required deposit by CLIENT at the sole discretion of SOUTHDATA.

REPRESENTATIONS AND WARRANTIES

4.1 SOUTHDATA and the CLIENT jointly and severally represent, warrant and agree as follows:

- (a) they have the full legal right, power and authority to enter into this Contract and to consummate all of the transactions contemplated herein;
- (b) that in executing and delivering this instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and
- (c) that this Agreement, and each and every covenant, promise, representation, warranty and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries and other affiliates, of each party hereto.

4.2 The CLIENT acknowledges and agrees that any and all data, documents and information provided by SOUTHDATA to the CLIENT, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of SOUTHDATA.

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is acknowledged and agreed that SOUTHDATA shall not be considered an agent, employee or representative of the CLIENT. SOUTHDATA shall not act on behalf of the

CLIENT, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between SOUTHDATA and the CLIENT, nor is it the intention of the Parties to establish any such relationship.

5.2 Neither SOUTHDATA nor the CLIENT is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

5.3 The Parties shall each use reasonable efforts to take all actions as the other may from time to time reasonably request and to otherwise cooperate with the other in order to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

CONFIDENTIALITY

6.1 Except as provided herein, SOUTHDATA, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the CLIENT, including but not limited to any customer lists and information, financial data or other information designated in writing by the CLIENT as proprietary information ("Client Information").

6.2 Except as provided herein, the CLIENT, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from SOUTHDATA, including but not limited to any operating programs, computer programs, data or other information, and other information designated in writing by SOUTHDATA as proprietary information (the "SOUTHDATA Information")(the Client Information and the SOUTHDATA Information shall be referred to collectively as the "Confidential Information").

6.3 Neither party shall use the Confidential Information for any purpose other than the performance of that party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:

- (a) is already lawfully in the possession of the disclosing party, and is not subject to any confidentiality provisions;
- (b) is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing party;
- (c) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or
- (d) the disclosing party is legally obligated to disclose.

TERM

7.1 This Contract shall come into effect immediately as of the date of execution hereof by both parties, and shall remain in force for a period of 12 months, except as provided for herein. Automatic one (1) year renewals will follow the initial 12 month period.

TERMINATION

8.1 Either SOUTHDATA or CLIENT may terminate this Contract with regard to its respective obligations hereunder at any time by giving the other party written notice of such termination, upon the occurrence of any of the following:

- (a) any material breach of any of the terms or conditions hereof having been committed by either party, if the breaching party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party; or
- (b) the bankruptcy or insolvency of either party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or
- (c) the mutual consent of the CLIENT and SOUTHDATA to terminate this Contract.
- (d) CLIENT may terminate with no cause and at least thirty (30) days written notice

8.2 Nothing herein shall be construed to limit or otherwise affect the rights and remedies of SOUTHDATA or the CLIENT at law or in equity under this Contract, or in the event that the CLIENT terminates this Contract.

8.3 In the event of termination of this Contract by either party, the rights and obligations of each party hereunder shall cease, except the obligation of the CLIENT to pay to SOUTHDATA any accrued but unpaid compensation or expense reimbursement. In addition, each party shall promptly return any and all data, information, programs, materials, and other property held by it in connection with the performance of its obligations hereunder, and the confidentiality provisions defined in paragraphs 7.1, 7.2 and 7.3 herein shall remain in full force and effect for a period of one (1) year.

NOTICES

9.1 All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or email transmission to the following addresses:

SOUTHDATA
 201 Technology Lane
 Mount Airy, NC 27017

800-549-4722
 Attn: Loren De Leon
ldleon@southdata.com

Lee County Tax Administration
 106 Hillcrest Dr
 Sanford, NC 27330

9.2 Any party may change its address at any time by giving notice thereof to the other parties in the manner provided in this Article.

9.3 Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

9.4 Notices sent via facsimile shall be deemed to have been given at the time when return confirmation of the said facsimile transmission shall be received by the party providing notice.

DISPUTE RESOLUTION

10.1 In the event that a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion.

10.2 Any arbitration proceeding shall be conducted within the state of North Carolina, in accordance with the procedural rules of the American Arbitration Association. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of North Carolina.

CONFLICTS OF INTEREST

11.1 The CLIENT acknowledges and agrees that it shall obtain the SOUTHDATA Services or similar services exclusively from SOUTHDATA. The CLIENT shall not directly or indirectly enter into any contracts with persons who are in direct competition with SOUTHDATA for the purposes of providing the same or similar services as the SOUTHDATA Services without the prior written consent of SOUTHDATA.

GOVERNING LAW

12.1 This Contract shall be construed in accordance with and governed by the laws of the State of North Carolina.

MODIFICATION AND ASSIGNMENT

13.1 This Contract may not be modified or terminated orally and no modification, termination or alteration shall be valid unless in writing signed by the party against whom enforcement is sought.

13.2 Neither party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent may be withheld for any reason whatever, and any attempted assignment by either party without such prior written consent will be ineffective and will constitute a breach of this Contract.

ADDITIONAL DOCUMENTS

14.1 The Parties shall execute all additional Contracts and instruments that may be reasonably required in order to carry out the purposes and intent of this Contract and to fulfill the obligations of the Parties hereunder.

COUNTERPARTS

15.1 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

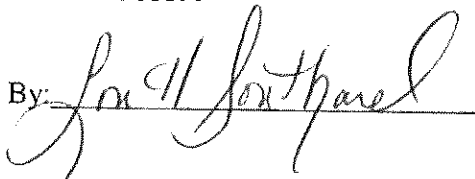
ENTIRE CONTRACT

16.1 This document constitutes the entire agreement between the Parties relating to the SOUTHDATA Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the SOUTHDATA Services.

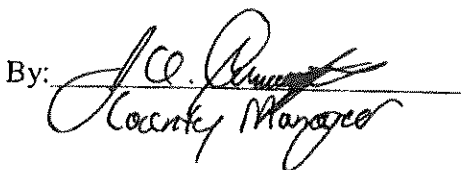
HEADINGS

17.1 The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

SOUTHDATA

By: 

Lee County Tax Administration

By: 
County Manager

APPENDIX A

STATEMENT OF WORK

SOUTHDATA Control Standards

I. Inventory Controls

- A. Inventory controls are maintained by SOUTHDATA.
- B. Paper and Envelope stock will be supplied as part of the SOUTHDATA packaged services
- C. Items included are:
 - 1. 24lb. OCR bond 8 ½ x 11 micro perforated paper
 - 2. # 10 double window envelope
 - 3. # 9 business reply envelope

II. Input Controls

- A. Successful transmission is indicated when system provides user with 8 digit number (ticket number)
- B. Processing commences:
 - 1. Page and invoice counts are verified against customer counts from on-line work order
 - 2. Addresses are verified for deliverability and postal coded for presort mail discounts
- C. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- D. Once all input controls are verified, the file is scheduled for production

III. Printing Controls

- A. High Speed Inkjet Printers are utilized within SOUTHDATA's Customized Workflow System
- B. Throughout the printing process:
 - 1. Monitor print quality and output sequences.
 - 2. Final review of output, and verification of presort mailing information
- C. Reprint any invoices via account recovery program
- D. Provide accurate workflow tracking throughout the process

IV. Inserting Controls

- A. Pre-production machine inspection insures proper material use
- B. Verify control totals to ensure all printed pages are inserted
- C. "Intelligent" inserters electronically monitor insertion and folding integrity through out
- D. Postage totals are verified after each mailing
- E. Ability to monitor piece, set, and set to set integrity
- F. Verify all totals prior to release to the post office

V. Turnaround Commitments

- A. Orders will be printed and mailed within 48 hours following client approval of final proof Monday - Friday, excluding holidays.
- B. Graphic changes can require 3 - 5 business days to complete.
- C. Programming changes can require 10 - 15 days to complete.

VI. Volume Considerations

- A. The Client has estimated an average of 10,000 annual assessment notices and 40,000 annual property tax notices to be printed and mailed.

VI. Reports

- A. Error Standardization Report is included in the NCOA costs. The file will be supplied via website in TXT format.

Printing	Price	Description
Personal Property Listing Approx. 6,000 annually	\$0.20	Inkjet printing, 8.5 x 11 statement, duplex , color, with a #10 double window outer envelope, custom remit envelope, 24lb. microperfed paper, folding, inserting.
Business Property Listing Approx. 4,000 annually	\$0.28	Inkjet printing, 8.5 x 11 statement, duplex , color, with a custom #10 outer envelope, custom remit envelope, 24lb. microperfed paper, folding, inserting.
Property Tax Notice Approx. 40,000 annually	\$0.115	Inkjet printing, 8.5 x 11 statement, duplex , color, with a #10 standard outer envelope, #9 standard envelope, 24lb. microperfed paper, folding, inserting.
Delinquent Tax Notice Approx. 5,000 annually	\$0.118	Inkjet printing, 8.5 x 11 statement, duplex , color, with a #10 standard outer envelope, #9 standard envelope, 24lb. microperfed paper, folding, inserting.
Extra Page	\$0.04	
Householding	\$0.03	Inserts statements with the same name and address into a single outer envelope.
Changes		
Programming Changes after initial setup	\$125/hr.	
Graphic Changes after initial setup	\$65/hr.	
Other		
NCOA Annual Fee	\$100	Covers all records submitted and error code reports.
File delivery via DVD	\$50	
Postage provided at cost by the USPS		

SouthData

By: Lora H. Southard
Name: Lora Southard

Title: Vice President Sales

Date: 7-18-17

Lee County Tax Administration

By: J.A. Cumber
Name: John A. Cumber

Title: County Mayor

Date: 7-11-17

**RESOLUTION BY THE COUNTY OF LEE
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING
THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, according to the North Carolina Opioid Settlements CORE-NC Dashboard, found at <https://ncopioidsettlement.org/data-dashboards/opioid-indicators/>, it is estimated that in 2021, the overdose death rate in Lee County was 58 out of 100,000 people, emergency department visits rate for overdose in 2021 was 161 out of 100,000 in 2022, and the overdose death from illicit drug involvement rate in 2021 was 78 out of 100 overdose deaths; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds from Additional Settlement of Opioid Litigation (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

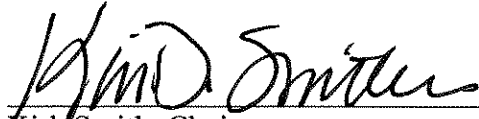
WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Lee County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

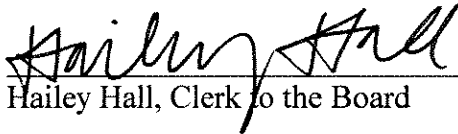
NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Lee County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 15th day of July, 2024.



Kirk Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board

SEAL





**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 331 HARBOR TRACE**

WHEREAS, the County of Lee owns certain vacant property located at 331 Harbor Trace, PIN number 9660-91-9608-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1335, Page 832, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$7,000.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$5,394.14; and,

WHEREAS, North Carolina General Statutes §153A-176 and §160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Cheryl Crist ("Offeror") to purchase the property described above in the amount of \$4,000.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$4,000.00; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer and any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
9. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
 - d. Advertising fees are non-refundable once spent. Any costs above the \$200.00 already paid must be paid by the buyer.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
 - f. The buyer takes title subject to any easements, encumbrances, encroachments, environmental issues, covenants, boundary issues or any other property related issues, seen or unseen.

g. The buyer will pay Homeowner's Association dues for 2024 that will be prorated at the time of closing.

10. The Board of Commissioners may, at any time, reject any and all offers.

11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the 15th day of July, 2024.


Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk
Lee County Board of Commissioners



**APPOINTING RESOLUTION DESIGNATING PLAT REVIEW OFFICERS TO
REVIEW AND CERTIFY MAPS AND PLATS FOR
LEE COUNTY, NORTH CAROLINA**

WHEREAS, N.C. General Statute 47-30.2 requires that the Lee County Board of Commissioners designate by name one or more persons experienced in mapping or land records management as Plat Review Officers to review and certify maps and plats as required before being presented to recording in the office of the Register of Deeds; and

WHEREAS, a resolution Designating Plat Review Officers as required by said General Statute was adopted by the Lee County Board of Commissioners on May 19, 2008, and recorded in the office of the Register of Deeds in Deed Book 01143, Page 0515; and

WHEREAS, additional staff members of the Lee County Strategic Services Department have gained certification as Plat Review Officers on June 27th, 2024; and

NOW, THEREFORE, BE IT RESOLVED, by the Lee County Board of Commissioners, that the following persons are now hereby designated by name as Plat Review Officers for Lee County, North Carolina, in accordance with the provisions of N.C. General Statute 47-30.2;

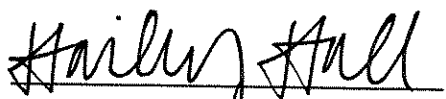
Jeannatte Bowmer
P. Gene Hathaway
Renee Scott
Angela Wood
Carson Mann

BE IT FURTHER RESOLVED, that this resolution, once adopted, shall be recorded in the office of the Register of Deeds of Lee County, North Carolina, and indexed on the grantor index in the name of each Plat Review Officer, and that no map or plat, required to be submitted for review, shall be recorded in said office of the Register of Deeds without an affixed certification of a designated Plat Review Officer as identified above pursuant to the provisions of said General Statutes. Once adopted, this resolution revokes all previously approved Plat Review Officers who are not listed in this resolution.

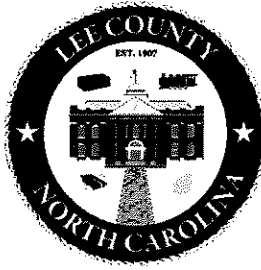
Adopted this 15th day of July, 2024.


Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board





DONATION FORM

July 15, 2024

The Board of Commissioners, on behalf of Lee County Government, hereby accepts the donation of services rendered by Lett's Tree Service in installing new light bulbs at Lett's Ballpark using its specialty equipment on May 30, 2024. An estimated value of these services is \$1100.00. No goods or services were received by the Donor in return for the donation.

A handwritten signature in black ink that reads "Kirk D. Smith". The signature is written in a cursive style and is positioned above a horizontal line.

Kirk D. Smith, Chair
Lee County Board of Commissioners

Donor should consult with a tax professional about the tax implications of this donation under state and federal law. This form does not guarantee the Donor's ability to donate the property for the purpose of using the donation as a tax deductible item.

PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. ("Logan Systems") and Lee County, North Carolina (the "County") will become effective this 1st day of July, 2024. The respective parties may execute this agreement at different times.

Pursuant to the terms outlined below, Logan Systems agrees to provide professional services to the Lee County Register of Deeds ("ROD") for the management of the permanent records maintained by the ROD. The contract is divided into three sections. The first outlines all general terms common to the services provided to the ROD. The two remaining sections contain specific terms for the services provided and the respective costs of those services.

I. Common Terms

1. Term of the Agreement: The term of this agreement shall be five years and shall cover the services described herein provided by Logan Systems from July 1, 2024 through June 30, 2029.
2. Services Provided: Logan Systems provides a turnkey service that includes all necessary hardware, software, training and support required to maintain the permanent records maintained by the ROD. The services to be provided are explained in greater detail below.
3. Additional Conversion Services: Certain conversion services not listed below may be provided by Logan Systems during the term of this contract. These additional services shall not be subject to this contract.
4. Training: All necessary training for both the ROD's staff and the general public will be provided by Logan Systems at no additional charge to the County.
5. Support: Unlimited support is provided via a toll-free number on business days from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after-hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the ROD's office at no additional charge. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
6. Consumable Supplies: The cost of consumable supplies such as paper, toner, and recording binders are not included in the charges listed below. These consumables may be purchased from Logan Systems.
7. Ownership of Hardware and Software: All hardware and software provided as part of the indexing and imaging services remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
8. Ownership of Data: All data pertaining to the ROD is the property of Lee County and the ROD. If requested, Logan Systems will provide the data to Lee County at no charge in an acceptable format on an acceptable media. Lee

County will either provide the media or reimburse Logan Systems for its media costs.

9. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the ROD to the newer media at no charge to the County.
10. Authorization for Past Services: If either party signs this contract after the July 1, 2024 effective date, this contract specifically authorizes payments for all satisfactorily provided services provided between the end of the term of the current contract (June 30, 2024) and the signature dates of this contract.
11. Integration Clause; Waiver: This contract, including its attachments, represents the entire agreement between the parties. Any modification or alteration of this agreement must be done so in writing and approved by both parties. In addition, no party shall be deemed to have waived any rights pursuant to this agreement without a written document acknowledging the waiver and signed by the party against whom the waiver is asserted.
12. Assignment: Logan Systems may not assign, transfer or otherwise dispose of its obligations and benefits under this agreement with the County without the prior written consent and approval in a writing signed by an authorized representative of the County.
13. Governing Law and Forum: This contract shall be governed in accordance with the laws of the State of North Carolina.
14. Severability: The provisions of this contract are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.
15. Termination for Convenience: Lee County reserves the right to terminate this agreement for convenience by providing Logan Systems with a written notice of its intent to terminate this agreement. Such written notice must be received by Logan Systems no less than thirty days prior to the proposed termination date in order to be effective. The County will pay Logan Systems for all work completed prior to the termination date. In addition, for work that is in progress at the time of termination, Lee County will allow Logan Systems to either finish such work and be paid upon completion or Lee County will reimburse Logan Systems at its current book prices for the portion of work completed and its reasonable expenses incurred in an effort to complete the work as of the date of the termination.
16. Termination for Funding: This agreement may be terminated at the end of a fiscal year by the County if adequate funding is not available for the entire agreement. To the extent that partial funding is available, the County and Logan Systems will negotiate in good faith to continue a portion of the services authorized by this agreement.
17. Force Majeure: Neither party shall be liable to the other for any cost or damages if the failure to perform arises out of causes beyond the control and

without the fault or negligence of the parties. The definition of force majeure will be consistent with the definition in Section J (page 10) of the Request for Proposal. The Request for Proposal is attached hereto as "Exhibit A" and the referenced section is hereby incorporated by reference herein.

18. Independent Contractor: Logan Systems shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Lee County; and Lee County shall be at no time legally responsible for any negligence or other wrongdoing by Logan Systems, its servants, or agents. Lee County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amount for benefits to Logan Systems. Further, Lee County shall not provide to Logan Systems any insurance coverage or other benefits, including Workers' Compensation, normally provided by Lee County for its employees.
19. Oral Statements: No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated on this contract. All modifications to the contract must be made in writing signed by an authorized representative of each party.
20. Patents and Royalties: Logan Systems covenants to save, defend, keep harmless, and indemnify Lee County and all its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost – including court costs and attorney's fees, charges, liability, and exposure, however caused – for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Lee County. If Logan Systems uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
21. Quality Control: Logan Systems shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract.
22. Right to Audit: Logan Systems shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules, and regulations. Logan Systems shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by Lee County, its designees, or other authorized bodies.
23. Failure to Enforce: Failure by either party at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the rights of the parties to enforce any provision at any time in accordance with its terms.

24. Intellectual Property: For the avoidance of doubt, all systems/software/applications produced by Logan Systems, Inc. are Logan Systems, Inc.'s owned intellectual property and not material produced under the Agreement.

II. Services Provided

1. Traditional Indexing Services: Logan Systems currently provides indexing services to the ROD's office. It is this system that allows the ROD's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. The monthly and annual merges and the corresponding paper prints will continue to be provided.¹ In addition, all corrections to the indexing data will continue to be reflected in paper print outs as appropriate. The ROD intends to index:
 - Land records
 - Plat book records
 - Birth records
 - Death records
 - Marriage records
 - Military discharge records
2. Automated Indexing: Logan Systems currently provides a computer retrieval system that allows for searches of the entire indexing database for land records and Financing Statements (up to June 30, 2001, when Financing Statements not effecting real estate are filed at the state level). In addition, the software allows for the retrieval of birth, death, and marriage information as well. Because of state laws regarding confidentiality of certain birth records, the software allows the ROD staff to delete certain birth records. This system will be modified in compliance with the new indexing standards.
3. Scanning of Land and Other Records: Logan Systems will provide a scanning system for land record and other data in accordance with Logan Systems' responses to the RFP.
4. Plat Scanning and Retrieval: Logan Systems will scan all original oversized (larger than 11" x 14") plats in the ROD's office. These plats will be made available for viewing and oversized printing in the ROD's office.
5. Index and Image Retrieval: Logan Systems currently provides public retrieval units for both indexing and imaging retrieval in accordance with its responses to the Request for Proposal attached hereto as "Exhibit A."
6. Receipting: Logan Systems currently provides a receipting system to the ROD. The features of this system are a result of customization requested by the ROD.
7. Tax Office Access to ROD data: Logan Systems will provide access to the tax office of ROD data. The mechanism for this access will be decided by the County and Logan Systems.

¹ Logan Systems shall continue to print a paper index as long as the County desires such index to be printed.

8. Remote Access: Logan Systems currently provides remote access service to the ROD. This service is free to the public on the Internet.
9. Copy Account Software: Logan Systems will continue to provide a copy account software solution for the public retrieval units maintained by Logan Systems.
10. Marriage Form Software: Logan Systems will continue to provide software to create substitute marriage licenses. This software will also be used for indexing input of marriages.
11. Electronic Recording: Logan Systems will work with any electronic recording vendor chosen by the ROD to facilitate electronic recording of land record instruments in the ROD office. Logan Systems will make revisions to its programs to accommodate electronic recording and any reporting requested related to electronic recording.
12. Archival Film Creation: Logan Systems will create archival film for the North Carolina Archives as required by law.

III. Cost of Services


1. Monthly Fees: Logan Systems will bill for the ongoing services it provides on a monthly basis as follows:
 - a. A flat rate of \$3,360.00 per month in Fiscal Year 2025
 - b. A flat rate of \$3,460.80 per month in Fiscal Year 2026
 - c. A flat rate of \$3,564.62 per month in Fiscal Year 2027
 - d. A flat rate of \$3,671.56 per month in Fiscal Year 2028
 - e. A flat rate of \$3,781.71 per month in Fiscal Year 2029
2. Billing in Arrears: Logan Systems bills in arrears for all of the services that it provides. Therefore, by way of illustration, services provided in July are billed in August. All invoices shall be paid in the manner and timeframe typically used by the County.

Logan Systems will no longer issue a credit equal to the cost of Internet for the office.

Approved by Lee County:

Approved by Logan Systems, Inc.

By: 

By: 

Name: KIRK D. SMITH

Name: Brian L. Robinson


Title: COMMISSION CHAIRMAN

Title: President

Date: 15 JULY 2024

Date: 7/2/2024

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


Finance Officer, Lee County

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: Logan Systems, Inc.

COUNTY DEPARTMENT: Register of Deeds

SUBJECT OF CONTRACT: Software, scanning and index service

DATE/TERM OF CONTRACT: July 1, 2024 to June 30, 2029

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 in the 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.

Revised 4-9-2024

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.

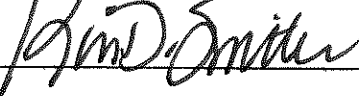
Non-Discrimination in Employment. The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this 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.

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.

Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

For the CONTRACTOR:  Title: PRESIDENT

For LEE COUNTY:  Title: COMMISSION CHAIRMAN



LOGAN SYSTEMS, INC.

4003 Clifton Road • Greensboro, NC 27407
Toll Free: 1-800-342-2208 • Fax: 336-299-9905



March 13, 2024

Hon. Pamela Britt
Register of Deeds
1300 S Horner Blvd
Sanford, NC 27330

Re: Contract Renewal Proposal

Dear Ms. Britt:

Logan Systems is proud of our long-term relationship with your office. The automation enhancements made in the office have increased the efficiency of the staff and have improved the public's ability to use the records in your office. In addition, the disaster recovery protection for the records in the office has also dramatically improved as we continue to digitize records. Logan Systems would not have been able to accomplish these advances without the hard work of you and your staff.

The current contract between Logan Systems and the County expires on June 30, 2024. We propose to renew the contract for another five years. We will continue to provide software to accomplish receipting, indexing input, public retrieval, scanning functions, marriage license creation and indexing, remote access (Internet), image printing, electronic recording, and other tasks. We will continue to provide all of the hardware for these functions, including servers, staff units, and public units.

Currently, the price for the professional services provided by Logan Systems is \$3,200.00 per month. During the current five year term of the current agreement, inflation will be over twenty percent. We did not have any term that called for a price increase due to this unexpected inflation.

Logan Systems proposes to renew our agreement with an increase of 5% in year one and 3% each in years two, three, four and five. This is significantly less than the inflation that we have experienced. We have not had any price increase for the services that we provide your office in ten years.

Logan Systems will continue to provide your office with enhancements as they are developed. The fees listed above do not cover any conversion work. Conversion work will continue to be covered by separate agreements.


I am forwarding a draft of the agreement for professional services. In the new draft, I have:

- Updated the dates in the introductory paragraph and in the first paragraph of Section I.
- Changed the dates in paragraph 10 of section I regarding authorization for past services if the agreement is signed by one or both parties after July 1, 2024.
- Removed paragraphs 15, 19, and 20. All three made reference to an RFP and our responses. That attachment has not actually been an attachment for several years.
- Changed the pricing as discussed above in Section III.
- Changed the date in the signature block

If these terms are acceptable to you, please let me know and let me know if you want me to sign an original paper copy or if the County wants a digital signature.

We appreciate your business and look forward to continuing to provide excellent service to you and your staff. If you have any questions, please contact me at the toll-free number listed above at your convenience.

Sincerely,


Craig Sanders
President

PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. ("Logan Systems") and Lee County, North Carolina (the "County") will become effective this 1st day of July, 2024. The respective parties may execute this agreement at different times.

Pursuant to the terms outlined below, Logan Systems agrees to provide professional services to the Lee County Register of Deeds ("ROD") for the management of the permanent records maintained by the ROD. The contract is divided into three sections. The first outlines all general terms common to the services provided to the ROD. The two remaining sections contain specific terms for the services provided and the respective costs of those services.

I. Common Terms

1. Term of the Agreement: The term of this agreement shall be five years and shall cover the services described herein provided by Logan Systems from July 1, 2024 through June 30, 2029.
2. Services Provided: Logan Systems provides a turnkey service that includes all necessary hardware, software, training and support required to maintain the permanent records maintained by the ROD. The services to be provided are explained in greater detail below.
3. Additional Conversion Services: Certain conversion services not listed below may be provided by Logan Systems during the term of this contract. These additional services shall not be subject to this contract.
4. Training: All necessary training for both the ROD's staff and the general public will be provided by Logan Systems at no additional charge to the County.
5. Support: Unlimited support is provided via a toll-free number on business days from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after-hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the ROD's office at no additional charge. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
6. Consumable Supplies: The cost of consumable supplies such as paper, toner, and recording binders are not included in the charges listed below. These consumables may be purchased from Logan Systems.
7. Ownership of Hardware and Software: All hardware and software provided as part of the indexing and imaging services remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
8. Ownership of Data: All data pertaining to the ROD is the property of Lee County and the ROD. If requested, Logan Systems will provide the data to Lee County at no charge in an acceptable format on an acceptable media. Lee

Check with you

County will either provide the media or reimburse Logan Systems for its media costs.

9. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the ROD to the newer media at no charge to the County.
10. Authorization for Past Services: If either party signs this contract after the July 1, 2024 effective date, this contract specifically authorizes payments for all satisfactorily provided services provided between the end of the term of the current contract (June 30, 2024) and the signature dates of this contract.
11. Integration Clause; Waiver: This contract, including its attachments, represents the entire agreement between the parties. Any modification or alteration of this agreement must be done so in writing and approved by both parties. In addition, no party shall be deemed to have waived any rights pursuant to this agreement without a written document acknowledging the waiver and signed by the party against whom the waiver is asserted.
12. Assignment: Logan Systems may not assign, transfer or otherwise dispose of its obligations and benefits under this agreement with the County without the prior written consent and approval in a writing signed by an authorized representative of the County.
13. Governing Law and Forum: This contract shall be governed in accordance with the laws of the State of North Carolina.
14. Severability: The provisions of this contract are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.
15. Termination for Convenience: Lee County reserves the right to terminate this agreement for convenience by providing Logan Systems with a written notice of its intent to terminate this agreement. Such written notice must be received by Logan Systems no less than thirty days prior to the proposed termination date in order to be effective. The County will pay Logan Systems for all work completed prior to the termination date. In addition, for work that is in progress at the time of termination, Lee County will allow Logan Systems to either finish such work and be paid upon completion or Lee County will reimburse Logan Systems at its current book prices for the portion of work completed and its reasonable expenses incurred in an effort to complete the work as of the date of the termination.
16. Termination for Funding: This agreement may be terminated at the end of a fiscal year by the County if adequate funding is not available for the entire agreement. To the extent that partial funding is available, the County and Logan Systems will negotiate in good faith to continue a portion of the services authorized by this agreement.
17. Force Majeure: Neither party shall be liable to the other for any cost or damages if the failure to perform arises out of causes beyond the control and

without the fault or negligence of the parties. The definition of force majeure will be consistent with the definition in Section J (page 10) of the Request for Proposal. The Request for Proposal is attached hereto as "Exhibit A" and the referenced section is hereby incorporated by reference herein.

18. Independent Contractor: Logan Systems shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Lee County; and Lee County shall be at no time legally responsible for any negligence or other wrongdoing by Logan Systems, its servants, or agents. Lee County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amount for benefits to Logan Systems. Further, Lee County shall not provide to Logan Systems any insurance coverage or other benefits, including Workers' Compensation, normally provided by Lee County for its employees.
19. Oral Statements: No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated on this contract. All modifications to the contract must be made in writing signed by an authorized representative of each party.
20. Patents and Royalties: Logan Systems covenants to save, defend, keep harmless, and indemnify Lee County and all its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost – including court costs and attorney's fees, charges, liability, and exposure, however caused – for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Lee County. If Logan Systems uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
21. Quality Control: Logan Systems shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract.
22. Right to Audit: Logan Systems shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules, and regulations. Logan Systems shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by Lee County, its designees, or other authorized bodies.
23. Failure to Enforce: Failure by either party at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the rights of the parties to enforce any provision at any time in accordance with its terms.

II. Services Provided

1. Traditional Indexing Services: Logan Systems currently provides indexing services to the ROD's office. It is this system that allows the ROD's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. The monthly and annual merges and the corresponding paper prints will continue to be provided.¹ In addition, all corrections to the indexing data will continue to be reflected in paper print outs as appropriate. The ROD intends to index:
 - Land records
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2. Automated Indexing: Logan Systems currently provides a computer retrieval system that allows for searches of the entire indexing database for land records and Financing Statements (up to June 30, 2001, when Financing Statements not effecting real estate are filed at the state level). In addition, the software allows for the retrieval of birth, death, and marriage information as well. Because of state laws regarding confidentiality of certain birth records, the software allows the ROD staff to delete certain birth records. This system will be modified in compliance with the new indexing standards.
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6. Receipting: Logan Systems currently provides a receipting system to the ROD. The features of this system are a result of customization requested by the ROD.
7. Tax Office Access to ROD data: Logan Systems will provide access to the tax office of ROD data. The mechanism for this access will be decided by the County and Logan Systems.
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¹ Logan Systems shall continue to print a paper index as long as the County desires such index to be printed.

9. Copy Account Software: Logan Systems will continue to provide a copy account software solution for the public retrieval units maintained by Logan Systems.
10. Marriage Form Software: Logan Systems will continue to provide software to create substitute marriage licenses. This software will also be used for indexing input of marriages.
11. Electronic Recording: Logan Systems will work with any electronic recording vendor chosen by the ROD to facilitate electronic recording of land record instruments in the ROD office. Logan Systems will make revisions to its programs to accommodate electronic recording and any reporting requested related to electronic recording.
12. Archival Film Creation: Logan Systems will create archival film for the North Carolina Archives as required by law.

III. Cost of Services

1. Monthly Fees: Logan Systems will bill for the ongoing services it provides on a monthly basis as follows:
 - a. A flat rate of \$3,360.00 per month in Fiscal Year 2025
 - b. A flat rate of \$3,460.80 per month in Fiscal Year 2026
 - c. A flat rate of \$3,564.62 per month in Fiscal Year 2027
 - d. A flat rate of \$3,671.56 per month in Fiscal Year 2028
 - e. A flat rate of \$3,781.71 per month in Fiscal Year 2029
2. Billing in Arrears: Logan Systems bills in arrears for all of the services that it provides. Therefore, by way of illustration, services provided in July are billed in August. All invoices shall be paid in the manner and timeframe typically used by the County.

Logan Systems will no longer issue a credit equal to the cost of Internet for the office.

Approved by Lee County:

Approved by Logan Systems, Inc.

By: 

By: _____

Name: KIRK D. SMITH

Name: Craig Sanders

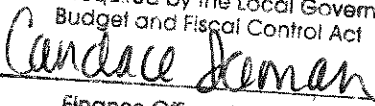
Title: COMMISSION CHAIRMAN

Title: President

Date: 15 July 2024

Date: _____

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


Finance Officer, Lee County

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 15th DAY of July, 2024.

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 a final period of one (1) year ending September 21, 2025. 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 D. Smith
Kirk Smith, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall
Hailey Hall
Clerk to the Board of Commissioners

DATE: 7/15/24

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 Ieman
Candace Ieman, 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.

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 1st 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: 7/24/23



MXI Environmental Services, LLC

BY: Ronald Petter

ATTEST:

Peggy Lined

DATE: 8/9/2023

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

Candace Icceman

Candace Icceman, 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

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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 15th of the month if received by the 2nd 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*
Amy M. Dalrymple, Chair
Lee County Board of Commissioners

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

MXI Environmental Services, LLC

By: *Ronald Patter* (Seal)

ATTEST: *Logan Sneed*

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

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

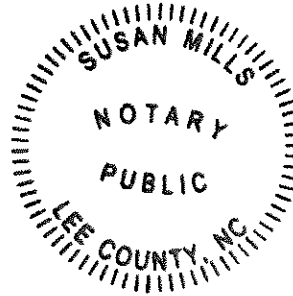
STATE OF NORTH CAROLINA
COUNTY OF LEE

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 Putter, 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

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.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 7/15/24/01
 DATE: July 15, 2024

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance	1100-3990-39900	Fund Balance Appropriated	6,704,208	1,539,392	8,243,600
Health	1100-3510-33680	621 ARPA Funds	-	61,114	61,114
Health	1100-3510-33500	NEHA-FDA Grant	-	12,474	12,474
Health	1100-3510-33670	DEHNR Bioterrorism	-	63,485	63,485
TOTAL CHANGES				1,676,465	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Legal	1100-4150-43120	Professional Services-Legal	30,000	30,000	60,000
IT	1100-4210-46413	Technology Equipment \$5000 & >	-	17,675	17,675
General Services	1100-4262-46200	Building Improvements	1,620,726	1,395,591	3,016,317
Building and Grounds	1100-4262-46411	Capital Outlay \$5000 and Above	279,834	42,376	322,210
Emergency Services	1100-4371-46400	Capital Outlay	-	7,721	7,721
Fire Marshal	1100-4372-46412	Technology Equipment \$5000 & >	-	2,350	2,350
Health	1100-5100-43520	Postage	2,000	50	2,050
Health	1100-5100-43540	Printing	1,667	252	1,919
Health	1100-5100-46412	Technology Equipment \$5000 & >	-	2,045	2,045
Health	1100-5100-46415	Equipment < \$500	-	1,275	1,275
Health	1100-5100-46416	Technology Equipment < \$500	-	1,477	1,477
Health-Maternal	1100-5101-43520	Postage	252	50	302
Health-Maternal	1100-5101-46415	Equipment < \$500	-	419	419
Health- Child	1100-5102-43520	Postage	300	275	575
Health- Child	1100-5102-46400	Capital Outlay	-	1,144	1,144
Health-Primary	1100-5103-43520	Postage	200	1,038	1,238
Health-Primary	1100-5103-46400	Capital Outlay	-	7,723	7,723
Health-Primary	1100-5103-46411	Capital Outlay \$5000 and Above	-	3,850	3,850
Health-Primary	1100-5103-46415	Equipment < \$500	-	1,565	1,565
Health-Primary	1100-5103-46416	Technology Equipment < \$500	-	102	102
Health- Promo	1100-5104-43520	Postage	200	250	450
Health- Promo	1100-5104-46416	Technology Equipment < \$500	-	1,221	1,221
Health- WIC CS	1100-5105-43520	Postage	-	40	40
Health- WIC CS	1100-5105-44200	EDP Supplies	-	794	794
Health- WIC CS	1100-5105-46412	Technology Equipment \$5000 & >	-	2,544	2,544
Health- WIC CS	1100-5105-46415	Equipment < \$500	-	269	269
Health- WIC CS	1100-5105-46416	Technology Equipment < \$500	-	699	699
Health- Family Planning	1100-5107-43520	Postage	1,100	275	1,375
Health- Family Planning	1100-5107-46415	Equipment < \$500	-	283	283
Health- Animal Control	1100-5108-46400	Capital Outlay	1,187	3,405	4,592
Health- Animal Control	1100-5108-46416	Technology Equipment < \$500	-	329	329
Environmental Health	1100-5109-44100	Office/Departmental Supplies	6,948	1,616	8,564
Environmental Health	1100-5109-46400	Capital Outlay	-	10,547	10,547
Environmental Health	1100-5109-46415	Equipment < \$500	-	350	350
Environmental Health	1100-5109-46416	Technology Equipment < \$500	-	330	330
Health-Bio Terrorism	1100-5111-44170	Medical/Educational Supplies	-	880	880
Health- Communicable Diseases	1100-5115-43520	Postage	100	1,013	1,113
Health- Communicable Diseases	1100-5115-46400	Capital Outlay	-	6,579	6,579
Health- Communicable Diseases	1100-5115-46411	Capital Outlay \$5000 and Above	-	3,850	3,850
Health- Communicable Diseases	1100-5115-46415	Equipment < \$500	-	1,329	1,329
Health- Immunizations	1100-5117-43520	Postage	100	227	327
Health- Immunizations	1100-5117-46412	Technology Equipment \$5000 & >	-	546	546
Health- Immunizations	1100-5117-46416	Technology Equipment < \$500	-	2,473	2,473
Environmental Health	1100-5109-43400	Conference and MTG Registration	2,000	1,000	3,000
Environmental Health	1100-5109-43410	Travel	4,500	6,000	10,500

DEPARTMENT	ACCOUNT #	DESCRIPTION	BUDGET	CHANGE	BUDGET
Environmental Health	1100-5109-44101	Office Supplies Discretionary	-	5,474	5,474
Environmental Health	1100-5109-46400	Capital Outlay	-	1,303	1,303
Bioterrorism	1100-5111-46411	Capital Outlay \$5000 and Above	-	63,485	63,485
Recreation	1100-6120-46411	Capital Outlay \$5000 and Above	90,862	42,376	133,238
TOTAL CHANGES				1,676,465	

SECTION III. THE FOLLOWING OPIOID SETTLEMENT FUND (2116) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Opioid Settlement	2116-3990-39900	Fund Balance Appropriated	-	323,486	323,486
TOTAL CHANGES				323,486	

SECTION IV. THE FOLLOWING OPIOID SETTLEMENT FUND (2116) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Admin	2116-4120-43100	Professional Services	-	30,000	30,000
Community Support	2116-4151-41200	Salaries and Wages	-	101,082	101,082
Community Support	2116-4151-42100	FICA	-	7,733	7,733
Community Support	2116-4151-42210	401k	-	13,748	13,748
Community Support	2116-4151-42220	Retirement	-	5,055	5,055
Community Support	2116-4151-42300	Group Insurance	-	14,868	14,868
Community Support	2116-4151-43100	Professional Services	-	105,000	105,000
Community Support	2116-4151-44170	Medical/Educational Supplies	-	16,000	16,000
Community Support	2116-4151-43961	Contracted Services Medical	-	20,000	20,000
Community Support	2116-4151-44760	Transportation & Incentives	-	10,000	10,000
TOTAL CHANGES				323,486	

SECTION V. THE FOLLOWING SOLID WASTE FUND (6200) REVENUE INCREASES ARE HEREBY APPROVED:

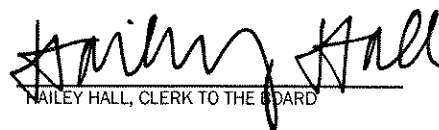
DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance	6200-3990-39900	Fund Balance Appropriation	193,794	43,488	237,282
TOTAL CHANGES				43,488	

SECTION VI. THE FOLLOWING SOLID WASTE FUND (6200) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Waste Collection	6200-4712-46411	Capital Outlay \$5000 and Above	-	43,488	43,488
TOTAL CHANGES				43,488	


KIRK SMITH, CHAIR




NAILEY HALL, CLERK TO THE BOARD

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BROADWAY
AND LEE COUNTY GOVERNMENT**

WHEREAS, the Town of Broadway (hereinafter referred to as "Town") and Lee County (hereinafter referred to as "County"), pursuant to North Carolina General Statute § 160A-461, desire, by mutual agreement to enter into a legally binding contract; and

WHEREAS, Lee County has network assets, including network switching equipment and server infrastructure, installed at the Town of Broadway's City Hall located at 103 N. Main Street, Broadway, NC; and

WHEREAS, both Parties agree that having a generator installed at City Hall would protect both County and Town's assets and the County agrees to help fund some of the initial costs of the purchase and installation of the generator;

NOW THEREFORE, the parties, based upon mutual promises and agreements and other proper consideration, agree as follows:

- I. The Town will procure and purchase the generator from a vendor of its choosing, with coordination from the County. County General Services staff agrees to help the Town evaluate vendors and review the purchase and installation agreement and any future maintenance agreements. The County must consent to the price of the purchase and installation before the Town can approve and execute the purchase agreement.
- II. Once the Town has been invoiced for the purchase and installation, the Town will invoice the County for fifty percent (50%) of the purchase and installation fee, which is estimated at \$43,000, but could be more or less. The County will pay the Town's invoice within thirty days of receipt of invoice.
- III. Prior to installation, Town's staff will notify the County of the installation date so the County's staff can be present during installation.
- IV. During installation, the Town's staff will complete handoff training from the vendor to ensure Town's staff is properly trained to perform monthly testing of the generator. It will be Town's responsibility to ensure there is always an employed staff member who is trained on the generator. Notification of monthly testing should be emailed to the County's General Services Director within five days of completion of testing.
- V. The generator will remain an asset of the Town during its useful life. The Town will add the generator as an asset on its liability insurance.
- VI. Once the generator has been installed, the County will purchase the fuel necessary to fill the generator to its advised capacity based on the vendor's requirement. This

initial fuel purchase will be a one-time expense.

- VII. After the initial one-time expense of fuel paid for by the County, the Town will be solely responsible for purchasing the necessary fuel to keep the generator in good working condition.
- VIII. The Town will carry all annual maintenance contracts and cover the cost of those maintenance contracts, including funding annual minor and major preventive maintenance, annual diesel fuel treatment, and one hour load bank testing every other year. The Town will perform maintenance as required and suggested by the generator's manufacturer. The Town will send copies of the maintenance agreements and reports of maintenance work performed to the County. These reports will be due thirty days after the Town receives the report and should be sent directly to the County's General Services Director. These annual maintenance contracts and reports will be updated each year until the useful life of the generator has expired.
- IX. If, during the useful life of the generator, failures of components occur outside of regular maintenance under the maintenance agreements, the Town will immediately notify the County of the need for the additional maintenance. If the County agrees the repair/maintenance is necessary, the County will pay half of the invoice. The invoice must be sent to the County and the County will pay the invoice within thirty days of receipt.
- X. The Town must immediately notify the County when it determines the useful life of the generator is expiring. At that time, the Parties must agree to a new agreement covering the expense of purchasing and installing a new generator.
- XI. Once notified that the useful life of the generator is expiring, the County will be requested to come and view the generator. It will be the responsibility of the Town to dispose of the generator according to North Carolina property disposal statutes.
- XII. The Town shall maintain all accounts, books, ledger, journals and records related to maintenance and payment of maintenance during the life of the generator.
- XIII. The Town is solely responsible for any and all liability in connection with this generator and to the extent provided by law, fully indemnifies and holds Lee County, its officers, agents and employees harmless from any and all liability for any actions, subcontractor disputes, injuries or other claims of any kind, directly or indirectly related to this generator and the condition of the generator and the County is not responsible for any actions relating to or originating from the generator. The County is in no way responsible for the administration and supervision of the Town's officers, employees, agents or subcontractors for this generator, which are stipulated are not officers, employees or agents of Lee County.

- XIV. Neither Party shall assign any interest in the contractor or transfer any interest in this contract without prior written consent of the other Party.
- XV. The contact person for the Town shall be: John Godfrey, Town Manager.
- XVI. The Contact person for the County shall be: Lisa Minter, County Manager.
- XVII. General Provisions:
 - a. This contract may only be amended by written amendments mutually agreed upon by and between the County and the Town and signed by governing officials.
 - b. Jurisdiction for any legal proceedings concerning this concerning this contract shall be the state courts of North Carolina. Venue for such proceedings shall be Lee County, NC.
 - c. This contract shall be effective upon the date signed and shall terminate when the useful life of the generator has expired and the Town has properly disposed of the generator.
 - d. All parties shall comply with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this MOU demonstrating such compliance.

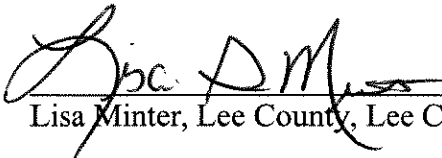
Effective Date & Signature

This Contract shall be effective upon the signatures of the officials of the Town and the County. The parties indicate their agreement and ability to contract on behalf of the named agency by signatures attached hereto.

Signatures & Dates

John Godfrey, Town of Broadway, Manager

Date



Lisa Minter, Lee County, Lee County Manager

7/18/24

Date



**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

AFFIDAVIT

I, Michael D. Brown, Tax Collector for Lee County, City of Sanford, Town of Broadway, and applicable Fire Districts being duly appointed, deposes and says:

That I have submitted, in accordance with NCGS 105 – 373, a list of those real property and personal property taxes which remain unpaid for FY 2024, and that I have made a diligent effort within time permitted by law to collect taxes out of such personal property of such taxpayers, and by other means available to me for collection of such taxes. Said list of property taxes is on file with the Clerk to the Board and is incorporated herein by reference.

FY 2024 County of Lee			
FY 2024 as of 7/1/2024	Total Levy As Of Date	Total Collections As of Date	
Current Collections for FY 2024	Adjusted Levy	Actual Collections	Uncollected
	Personal		
<i>Principal Tax</i>	\$11,139,907.24	\$11,033,831.43	\$106,075.81
<i>Late List Penalty</i>	\$137,220.04	\$132,362.04	\$4,858.00
Total Personal	\$11,277,127.28	\$11,166,193.47	\$110,933.81
<i>Collection Percentage</i>			99.02%
	Real		
<i>Principle Tax</i>	\$43,916,466.45	\$43,669,561.44	\$246,905.01
Total Real	\$43,916,466.45	\$43,669,561.44	\$246,905.01
<i>Collection Percentage</i>			99.44%
	Utilities		
<i>Principle Tax</i>	\$1,064,498.34	\$1,064,476.28	\$22.06
<i>Late List Penalty</i>	\$8.19	\$8.19	
Total Utilities	\$1,064,506.53	\$1,064,484.47	\$22.06
<i>Collection Percentage</i>			99.998%
Total FY 2024	\$56,258,100.26	\$55,900,239.38	\$357,860.88
Total Collection % FY 2024			99.36%

Years Charged in FY 2024						
Yr Charged	Adjusted balance	Collected	Year End Balance	Total Collected	Original Levy	% of Original Levy
2013 - 2014	\$14,149.99	\$11,420.48	\$2,729.51	\$32,936,054.71	\$32,946,936.25	99.97%
2014 - 2015	\$21,741.00	\$2,805.43	\$18,935.57	\$33,258,370.41	\$33,279,880.17	99.94%
2015 - 2016	\$22,060.64	\$5,035.78	\$17,024.86	\$36,867,284.45	\$36,886,442.29	99.95%
2016 - 2017	\$22,606.80	\$5,557.81	\$17,048.99	\$37,488,647.21	\$37,505,794.28	99.95%
2017 - 2018	\$42,804.64	\$10,138.47	\$32,666.17	\$38,323,729.45	\$38,358,875.45	99.91%
2018 - 2019	\$92,095.84	\$17,472.87	\$74,622.97	\$39,984,897.91	\$40,041,826.33	99.86%
2019 - 2020	\$118,660.75	\$70,722.86	\$47,937.89	\$42,075,650.14	\$42,123,588.03	99.89%
2020 - 2021	\$132,686.57	\$77,402.70	\$55,283.87	\$42,919,655.74	\$42,975,385.36	99.87%
2021 - 2022	\$188,563.90	\$118,040.76	\$70,523.14	\$44,946,293.90	\$45,017,912.56	99.84%
2022 - 2023	\$367,456.51	\$255,775.15	\$111,681.36	\$45,186,881.21	\$45,298,562.57	99.75%
2023 - 2024	\$56,254,800.13	\$55,896,939.25	\$357,860.88	\$55,896,939.25	\$56,254,800.13	99.36%

AFFIANT

Sworn to and subscribed before me this the 15th day of July, 2024.

Notary Public

My Commission Expires _____



**DEPARTMENT OF
TAX ADMINISTRATION**

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Personal Property Listing Tel: (919) 718-4661
Collections Tel: (919) 718-4662
P.O. Box 1968
Sanford, NC 27331

State of North Carolina
County of Lee

**Tax Collector's Report of FY 2024
Accounts Receivable—Real/Personal Property**

I, Michael D. Brown, Lee County Tax Collector, being duly sworn, deposes and says the following:

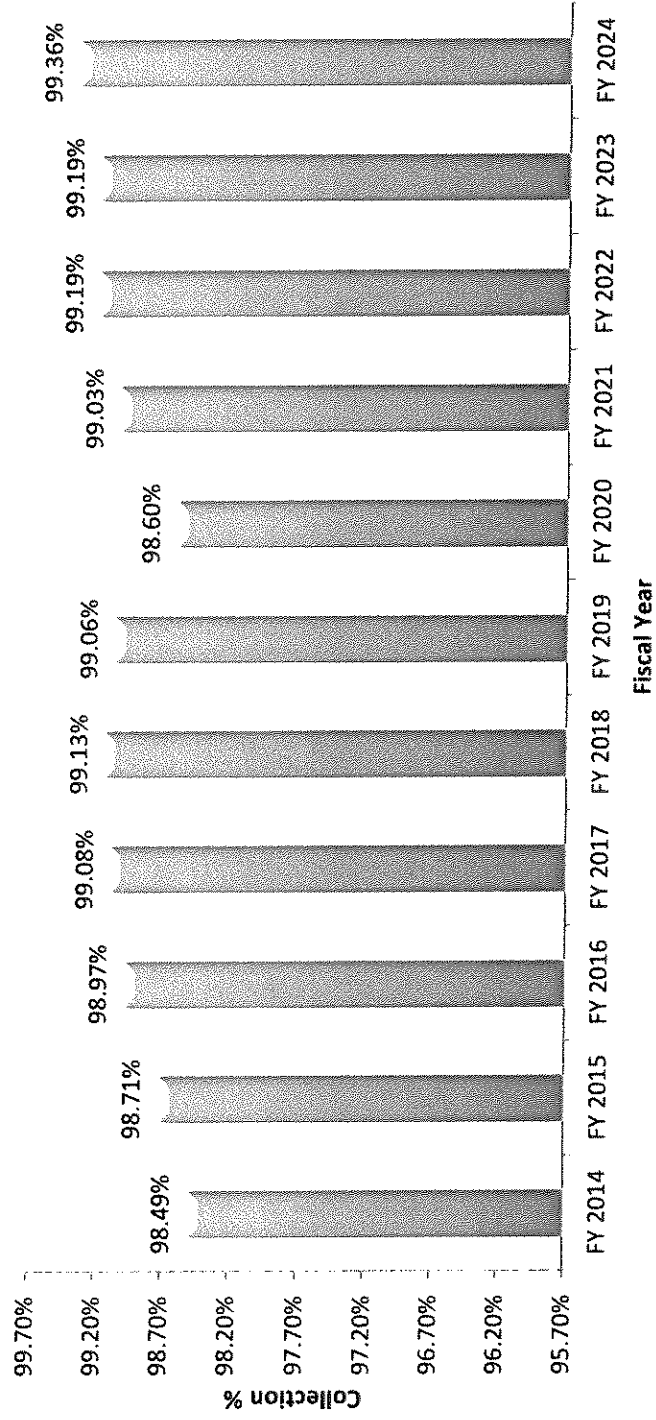
A complete list of persons owning real and personal property whose tax remain unpaid and the principal amount due has been filed with the Clerk to the Board of County Commissioners and is available for inspection. The principal amount of 2023 real property and personal property due as of July 1, 2024 is \$ 556,296.27.

Michael D. Brown
Lee County Tax Collector

Sworn to and subscribed before me this
the 15th day of July 2024.

Notary Public
My Commission expires _____

Historical Bar Chart





**DEPARTMENT OF
TAX ADMINISTRATION**

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**RESOLUTION APPROVING THE
TAX COLLECTOR'S ANNUAL SETTLEMENT
FOR FISCAL YEAR 2024 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 2024 and prior years after July 1 and before he is charged with taxes for the current fiscal year, 2024 – 2025; 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.

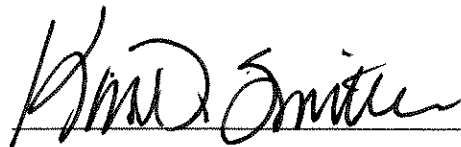
NOW THEREFORE, BE FURTHER RESOLVED by the Lee County Board of Commissioners that the annual settlement of the Tax Collector for fiscal year 2024 and prior years is hereby accepted as presented by the Tax Collector.

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 2023 tax accounts as of June 30, 2024, 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 (2013 through 2022) tax accounts and 2023 tax accounts as of June 30, 2024, for Lee County and its municipalities, and annual statement of collections for July 1, 2023 through June 30, 2024 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 2023 and applicable prior years.

BE IT FURTHER RESOLVED that the list of 2023 unpaid property taxes and the list of persons not owning real property whose 2023 personal property taxes remain unpaid are hereby acknowledged as received; the collection reports of 2013 through 2023, as of June 30, 2024 are acknowledged as received; and the efforts made under the provisions of NCGS 105 – 364 to collect taxes is acknowledged as received.

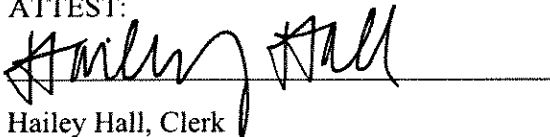
ADOPTED this the 15th day of July 2024.



Kirk D. Smith, Chair

Lee County Board of County Commissioners

ATTEST:



Hailey Hall, Clerk





**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

State of North Carolina
Lee County

**ORDER OF THE BOARD OF COUNTY COMMISSIONERS
IN ACCORDANCE WITH G.S. 105 – 373 AND 105 – 321**

**TO: MICHAEL BROWN
TAX COLLECTOR OF LEE COUNTY, CITY OF SANFORD, TOWN OF BROADWAY**

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2014 through 2024 tax records filed in the office of the Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2014 through 2024 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Lee County, City of Sanford, Town of Broadway, Cape Fear, Carolina Trace, Clearwater Forest, Deep River, Lemon Springs, Northview, Tramway, Pocket, West Sanford, and Airport Authority, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are further authorized to call upon the Sheriff to levy upon and sell personal property under execution for the payment of taxes.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and they have the authority to perform those functions authorized by the Machinery Act of Chapter 105 of North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions.

WITNESS my hand and official seal, this 15th day of July 2024.

Handwritten signature of Kirk D. Smith in black ink.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Handwritten signature of Hailey Hall in black ink.
Hailey Hall, Clerk

§ 105-321. Disposition of tax records and receipts; order of collection.

(a) County tax records shall be filed in the office of the assessor unless the board of county commissioners shall require them to be filed in some other public office of the county. City and town tax records shall be filed in some public office of the municipality designated by the governing body of the city or town. In the discretion of the governing body, a duplicate copy of the tax records may be delivered to the tax collector at the time he is charged with the collection of taxes.

(b) Before delivering the tax receipts to the tax collector in any year, the board of county commissioners or municipal governing body shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the tax collector at the time the tax receipts are delivered to him, but the failure to do so shall not affect the tax collector's rights and duties to employ the means of collecting taxes provided by this Subchapter. The order of collection shall have the force and effect of a judgment and execution against the taxpayers' real and personal property and shall be drawn in substantially the following form:

State of North Carolina

County (or City or Town) of _____

To the Tax Collector of the County (or City or Town) of _____

_____:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of _____ and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County (or City or Town) of _____, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this ____ day of _____, _____

_____(Seal)

Chairman, Board of Commissioners of _____

County

(Mayor, City (or Town) of _____)

Attest:

Clerk of Board of Commissioners of _____ County

(Clerk of the City (or Town) of _____)

(c) The original tax receipts, together with any duplicate copies that may have been prepared, shall be delivered to the tax collector by the governing body on or before the first day of September each year if the tax collector has made settlement as required by G.S. 105-352. The tax collector shall give his receipt for the tax receipts and duplicates delivered to him for collection.

(d) Repealed by Session Laws 2006-30, s. 5, effective June 29, 2006.

(e) The governing body of a taxing unit may contract with a bank or other financial institution for receipt of payment of taxes payable at par and of delinquent taxes and interest for the current tax year. A financial institution may not issue a receipt for any tax payments received by it, however. Discount for early payment of taxes shall be allowed by a financial institution that contracts with a taxing unit pursuant to this subsection to the same extent as allowed by the tax collector. A financial institution that contracts with a taxing unit for receipt of payment of taxes shall furnish a bond to the taxing unit conditioned upon faithful performance of the contract in a form and amount satisfactory to the governing body of the taxing unit. A governing body of a taxing unit that contracts with a financial institution

pursuant to this subsection shall publish a timely notice of the institution at which taxpayers may pay their taxes in a newspaper having circulation within the taxing unit. No notice is required, however, if the financial institution receives payments only through the mail.

(f) Minimal Taxes. – Notwithstanding the provisions of G.S. 105-380, the governing body of a taxing unit that collects its own taxes may, by resolution, direct its assessor and tax collector not to collect minimal taxes charged on the tax records and receipts. Minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a tax receipt prepared pursuant to G.S. 105-320 in a total original principal amount that does not exceed an amount, up to five dollars (\$5.00), set by the governing body. The amount set by the governing body should be the estimated cost to the taxing unit of billing the taxpayer for the amounts due on a tax receipt or tax notice. Upon adoption of a resolution pursuant to this subsection, the tax collector shall not bill the taxpayer for, or otherwise collect, minimal taxes but shall keep a record of all minimal taxes by receipt number and amount and shall make a report of the amount of these taxes to the governing body at the time of the settlement. These minimal taxes shall not be a lien on the taxpayer's real property and shall not be collectible under Article 26 of this Subchapter. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. A resolution adopted pursuant to this subsection shall not apply to taxes on registered motor vehicles.

(g) Minimal Refunds. – The governing body of a taxing unit that collects its own taxes may, by resolution, direct the taxing unit not to mail a refund for an overpayment of tax if the refund is less than fifteen dollars (\$15.00). Upon adoption of a resolution pursuant to this subsection, the taxing unit shall keep a record of all minimal refunds by receipt number and amount and shall make a report of the amount of these refunds to the governing body at the time of the settlement and shall implement a system by which payment of the refund may be made to a taxpayer who comes into the office of the taxing unit seeking the refund. Unless the taxpayer requests the minimal refund in person at the office of the taxing unit before the end of the fiscal year in which the refund is due, the taxing unit must implement a system to apply the minimal refund as a credit against the tax liability of the taxpayer for taxes due to the taxing unit for the next succeeding year. An overpayment of tax bears interest at the rate set under G.S. 105-241.21 from the date the interest begins to accrue until a refund is paid or applied in accordance with this section. Interest accrues from the later of the date the tax was paid and the date the tax would have been considered delinquent under G.S. 105-360. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. (1939, c. 310, s. 1103; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 615; 1987, c. 45, s. 1; 1989, c. 578, s. 1; 1991, c. 584, s. 1; 1995, c. 24, s. 1; c. 329, ss. 1, 2; 1999-456, s. 59; 2006-30, s. 5; 2012-79, s. 3.1; 2015-266, s. 2.)

§ 105-364. Collection of taxes outside the taxing unit.

(a) **Duty of Governing Body.** – It shall be the duty of the governing body of each taxing unit to require reports from the tax collector at such times as it may prescribe (but not less frequently than in connection with the tax collector's annual settlement) concerning the efforts he has made to locate taxpayers who have removed from the taxing unit, the efforts he has made to locate personal property in other taxing units belonging to delinquent taxpayers, and the efforts he has made under the provisions of this section to collect taxes.

(b) **Duty to Certify Unpaid Taxes.** – If a taxpayer has no personal property or real property subject to the tax lien in the taxing unit but does have personal property in some other taxing unit in this State, or if a taxpayer has removed from the taxing unit, leaving no personal property or real property subject to the tax lien there, and is known to be in some other taxing unit in this State, the tax collector shall forward the tax receipt (with a certificate stating that the taxes are unpaid) for collection to the tax collector of the taxing unit in which the taxpayer is known to have personal property or in which he is known to be. The tax collector may not, however, certify an unpaid tax receipt to another taxing unit if 10 years have elapsed since the date the unpaid taxes became due.

(c) **Effect of Certificate; Duty of Receiving Tax Collector.** – In the hands of the tax collector receiving them, the copy of the tax receipt and the certificate of nonpayment shall have the force and effect of an unpaid tax receipt of his own taxing unit, and it shall be the receiving tax collector's duty to proceed immediately to collect the taxes by any means by which he could lawfully collect taxes of his own taxing unit. Within 30 days after receiving such a tax receipt and certificate, the collector receiving them shall report to the tax collector that sent them that he has collected the tax, that he has begun proceedings to collect the tax, or that he is unable to collect it. If the tax collector reports that he has begun proceedings to collect the tax, he shall, not later than 90 days after so reporting, make a final report to the tax collector who certified the tax receipt stating that he has collected the tax or that he is unable to collect it.

- (1) In acting on a tax receipt and certificate under the provisions of this section, the tax collector receiving them shall, in addition to collecting the amount of taxes certified as due, also impose a fee equal to ten percent (10%) of the amount of taxes certified as unpaid, to be paid into the general fund of his taxing unit.
- (2) Within five days after making a collection under the provisions of this section, the tax collector receiving the tax receipt and certificate shall remit the funds collected, less the fee provided for in subdivision (c)(1), above, to the tax collector of the taxing unit that levied the tax.
- (3) If the tax collector receiving the tax receipt and certificate reports that he is unable to collect the tax, he shall make his report under oath and shall state therein that he has used due diligence and is unable to collect the tax by levy, attachment and garnishment, or any other legal means.

(d) **Liability on Bond.** – A tax collector who receives a tax receipt and certificate from the tax collector of another taxing unit under the provisions of subsection (b), above, shall be liable on his bond to the taxing unit that levied the tax for the amount of the taxes certified if:

- (1) The tax collector receiving the certified tax receipt fails to make any report to the certifying tax collector within 30 days after receiving the certified tax receipt.
- (2) The tax collector receiving the certified tax receipt fails to swear to any report stating that he is unable to collect the certified tax.

- (3) Having reported that he has begun proceedings to collect a certified tax, the tax collector receiving the certified tax receipt fails to make a final report within 90 days after reporting that he has begun proceedings for collection. (1939, c. 310, s. 1714; 1955, c. 909; 1963, c. 132; 1971, c. 806, s. 1; 1973, c. 231.)

§ 105-373. Settlements.

(a) Annual Settlement of Tax Collector. –

- (1) Preliminary Report. – After July 1 and before a tax collector is charged with taxes for the current fiscal year, the tax collector shall make a sworn report to the governing body of the taxing unit showing all of the following:
 - a. A list of the persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person.
 - b. A list of the persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. To this list the tax collector shall append a statement under oath that the tax collector has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available for collection, and the tax collector shall report any other information concerning these taxpayers that may be of interest to or required by the governing body, including a report of the tax collector's efforts to make collection outside the taxing unit under G.S. 105-364. The governing body of the taxing unit may publish this list in any newspaper in the taxing unit. The cost of publishing this list shall be paid by the taxing unit.
- (2) Insolvents. – Upon receiving the report required by subdivision (a)(1) of this section, the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes, but that listed no real property, that it finds to be insolvent, and it shall by resolution designate the list entered in its minutes as the insolvent list to be credited to the tax collector in the tax collector's settlement.
- (3) Settlement for Current Taxes. – After July 1 and before a tax collector is charged with taxes for the current fiscal year, the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in the tax collector's hands for collection for the preceding fiscal year. The following charges and credits apply:
 - a. In the settlement the tax collector shall be charged with all of the following:
 1. The total amount of all taxes in the tax collector's hands for collection for the year, including amounts originally charged to the tax collector and all amounts subsequently charged on account of discoveries.
 2. All penalties, interest, and costs collected by the tax collector in connection with taxes for the current year.
 3. All other sums collected by the tax collector.
 - b. The tax collector shall be credited with all of the following:
 1. All sums representing taxes for the year deposited by the tax collector to the credit of the taxing unit or received for by a proper official of the unit.
 2. Releases duly allowed by the governing body.
 3. The principal amount of taxes constituting liens on real property.
 4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2) of this section.

5. Discounts allowed by law.
6. Commissions, if any, lawfully payable to the tax collector as compensation.
7. The principal amount of taxes for any assessment appealed to the Property Tax Commission when the appeal has not been finally adjudicated.

The tax collector shall be liable on the tax collector's bond for both honesty and faithful performance of duty; for any deficiencies; and, in addition, for all criminal penalties provided by law.

The settlement, together with the action of the governing body with respect to it, shall be entered in full upon the minutes of the governing body.

- (4) Disposition of Tax Receipts after Settlement. – Uncollected taxes allowed as credits in the settlement prescribed in subdivision (a)(3) of this section, whether represented by tax liens held by the taxing unit or included in the list of insolvents, shall, for purposes of collection, be recharged to the tax collector or charged to some other person designated by the governing body of the taxing unit under statutory authority. The person charged with uncollected taxes shall take the following actions:
 - a. Give bond satisfactory to the governing body.
 - b. Receive the tax receipts and tax records representing the uncollected taxes.
 - c. Have and exercise all powers and duties conferred or imposed by law upon tax collectors.
 - d. Receive compensation as determined by the governing body.

(b) Settlements for Delinquent Taxes. – Annually, at the time prescribed for the settlement provided in subdivision (a)(3) of this section, all persons having in their hands for collection any taxes for years prior to the year involved in the settlement shall settle with the governing body of the taxing unit for collections made on each prior year's taxes. The settlement for the taxes for prior years shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(c) Settlement at End of Term. – At the end of a tax collector's last term of office, the tax collector shall, on the last business day of the term, make full and complete settlement for all taxes, current or delinquent, in the tax collector's hands and deliver the tax records, tax receipts, and accounts to the successor in office. The settlement shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(d) Settlement upon Vacancy during Term. – When a tax collector voluntarily resigns, the tax collector shall, upon the last day in office, make full settlement in the manner provided in subsection (c) of this section for all taxes in the tax collector's hands for collection. In default of a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector. The report, together with the governing body's action with respect to it, shall be entered in full upon the minutes of the governing body. Whenever a settlement is made on behalf of a former tax collector, the governing body may deliver the tax receipts and tax records to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of

taxes as may be expedient, but in no event shall any person be permitted to collect taxes until the person has given bond satisfactory to the governing body.

(e) Effect of Approval of Settlement. – Approval of any settlement by the governing body does not relieve the tax collector or the tax collector's bondsmen of liability for any shortage actually existing at the time of the settlement and thereafter discovered; nor does it relieve the collector of any criminal liability.

(f) Penalties. – In addition to any other civil or criminal penalties provided by law, any member of a governing body of a taxing unit, tax collector, or chief accounting officer who fails to perform any duty imposed by this section is guilty of a Class 1 misdemeanor.

(g) Relief from Collecting Insolvents. – The governing body of any taxing unit may, in its discretion, relieve the tax collector of the charge of taxes owed by persons on the insolvent list that are five or more years past due when it appears to the governing body that the taxes are uncollectible.

(h) Relief from Collecting Taxes on Classified Motor Vehicles. – The board of county commissioners may, in its discretion, relieve the tax collector of the charge of taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a) that are one year or more past due when it appears to the board that the taxes are uncollectible. This relief, when granted, shall include municipal and special district taxes charged to the collector. (1939, c. 310, s. 1719; 1945, c. 635; 1947, c. 484, ss. 3, 4; 1951, c. 300, s. 1; c. 1036, s. 1; 1953, c. 176, s. 2; 1955, c. 908; 1967, c. 705, s. 1; 1971, c. 806, s. 1; 1983, c. 670, s. 22; c. 808, ss. 5-7; 1987, c. 16; 1991, c. 624, s. 3; 1991 (Reg. Sess., 1992), c. 961, s. 10; 1993, c. 539, s. 726; 1994, Ex. Sess., c. 24, s. 14(c); 1997-456, s. 27; 2006-30, s. 7; 2021-91, s. 3(c).)

Prepared for: , Lee County

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415



Client Proposal

Prepared by:

Jeff Williams

Office: 182-869-34281

Email: jeffwilliams@parksautogroup.com

Quote ID: 0212202405

Date: 02/12/2024



Parks Ford | 601 DUNCAN HILL RD, HENDERSONVILLE, NC, 28792

Office: 828-693-4281 | Fax: 828-696-8993



Prepared for:

Lee County

Prepared by: Jeff Williams

02/12/2024

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415 | Quote ID: 0212202405

, **Lee County**

Re: Quote ID 0212202405 02/12/2024

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913RR. Specification # 201

Sincerely,

Jeff Williams

Fleet Manager

182-869-34281

jeffwilliams@parksautogroup.com

Prepared for:

Lee County

Prepared by: Jeff Williams

02/12/2024



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415 | Quote ID: 0212202405

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Prepared for:

Lee County

Prepared by: Jeff Williams

02/12/2024



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415 | Quote ID: 0212202405

As Configured Vehicle

Code	Description
------	-------------

Base Vehicle

W2B

Base Vehicle Price (W2B)

Packages

600A

Order Code 600A

Includes:

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel.
- Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.
- GVWR: 10,000 lb Payload Package
- Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire.
- Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.
- HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.
- SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Powertrain

99A

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Flex fuel.

44F

Transmission: TorqShift-G 10-Speed Automatic

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.

X3E

Electronic-Locking w/3.73 Axle Ratio

STDGV

GVWR: 10,000 lb Payload Package

Wheels & Tires

TD8

Tires: LT245/75Rx17E BSW A/S

Spare may not be the same as road tire

64A

Wheels: 17" Argent Painted Steel

Includes painted hub covers/center ornaments.

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Lee County

Prepared by: Jeff Williams

02/12/2024



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415 | Quote ID: 0212202405

As Configured Vehicle (cont'd)

Code	Description
A	<p>HD Vinyl 40/20/40 Split Bench Seat</p> <p><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i></p>

Other Options

160WB	160" Wheelbase
PAINT	Monotone Paint Application
587	<p>Radio: AM/FM Stereo w/MP3 Player</p> <p><i>Includes 4 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC 4 <p><i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i></p>
67D	190 Amp Alternator
66S	<p>Upfitter Switches (6)</p> <p><i>Located in overhead console.</i></p>

Fleet Options

WARANT	<p>Fleet Customer Powertrain Limited Warranty</p> <p>Requires valid FIN code.</p> <p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p>
--------	---

Emissions

425	50-State Emissions System
-----	----------------------------------

Exterior Color

Z1_01	Oxford White
-------	---------------------

Interior Color

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Prepared for:

Lee County

Prepared by: Jeff Williams

02/12/2024



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415 | Quote ID: 0212202405

As Configured Vehicle (cont'd)

Code	Description
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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Prepared for:

Lee County

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02/12/2024



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 415 | Quote ID: 0212202405

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$54,150.00
Subtotal	\$54,150.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-\$4,978.71
Ford Gvmnt GPC	Government GPC	-\$800.00
Total		\$48,371.29

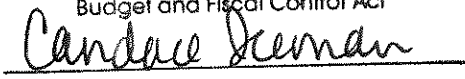


 Customer Signature

15 July 2024

 Acceptance Date

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



 Finance Officer, Lee County

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



RESOLUTION IN SUPPORT OF SUBMITTING A LEGISLATIVE GOAL TO THE NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS TO ABOLISH A CERTIFICATE OF NEED REQUIREMENT FOR HEALTH FACILITIES

WHEREAS, the North Carolina Department of Health and Human Services has been designated as the State Health Planning and Development Agency for North Carolina; and,

WHEREAS, Article 9 of Chapter 131E of the North Carolina General Statutes requires a Certificate of Need to be issued by the State Health Planning and Development Agency before establishing or expanding institutional health facilities; and,

WHEREAS, the Certificate of Need requirement thereby limits entities interested in potentially expanding current services or establishing new healthcare services if they are unable to receive a Certificate of Need; and,

WHEREAS, Medical and mental health treatment of North Carolina citizens is limited by the Certificate of Need requirement; and,

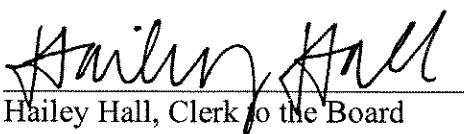
WHEREAS, North Carolina's population is growing, and will continue to grow, which will result in more mental health and medical health needs and demands, and the Certificate of Need requirements hinders expansion of services across the State of North Carolina especially in lower income and more rural counties.

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby requests that the North Carolina Association of County Commissioners considers adopting a legislative goal at the upcoming legislative goals conference, seeking to abolish and/or reconsider the criteria necessary for a Certificate of Need related to medical health and mental health care providers in order to allow providers the opportunity to determine if they want to establish or expand medical mental health services, without first seeking permission from the North Carolina Department of Health and Human Services to allow for expanded medical health and mental health facilities and service options for residents within our local communities across the State; and

The Commissioners request that this Resolution be forwarded to the North Carolina Association of County Commissioners and that the Board Chair be authorized to present this Resolution at the upcoming NCACC legislative goals conference.

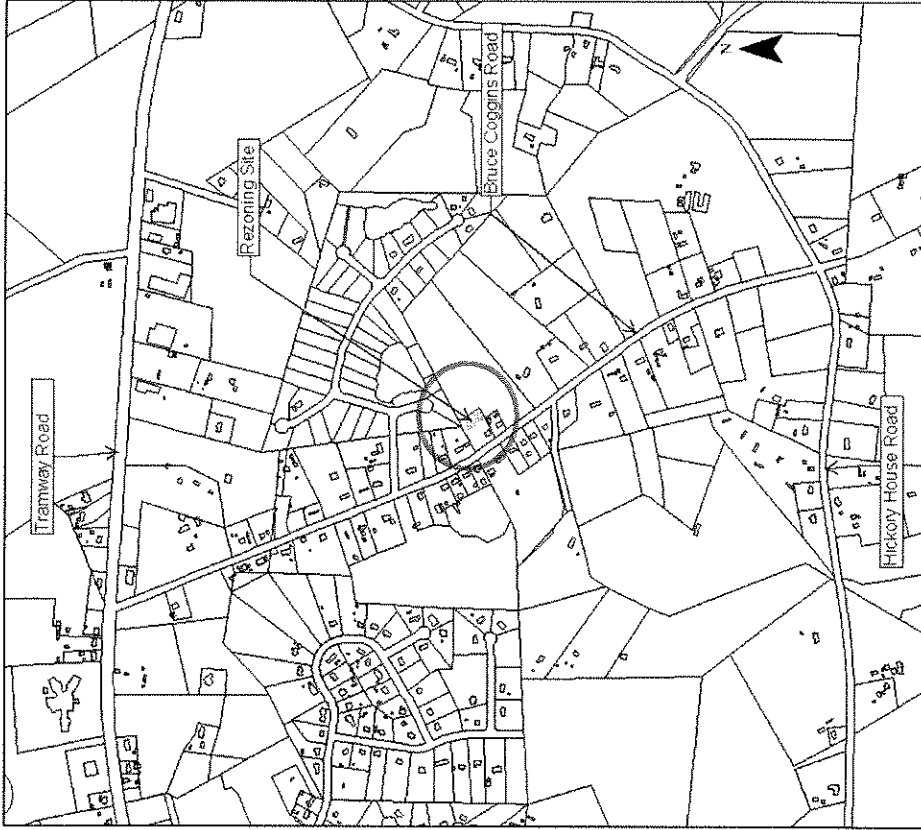
Adopted this the 15th day of July, 2024.

ATTEST:


Hailey Hall, Clerk to the Board




Kirk D. Smith, Chair
Lee County Board of Commissioners



REZONING APPLICATION
Rezone a 0.50 acre +/- portion of 9631-91-0542-00
at 655 Bruce Coggins Road from RR to RA.

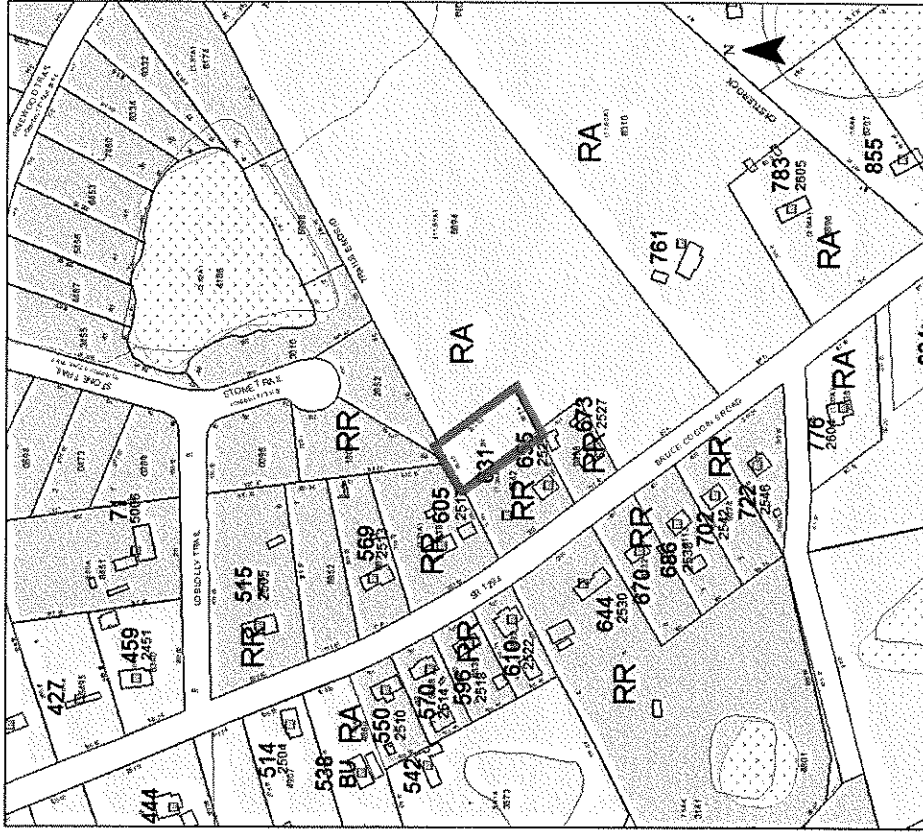
This is a graphic illustration and not a legal document.
All information is comprised of layers of data that may or may not align correctly.



REZONING APPLICATION

**Rezone a 0.50 acre +/- portion of 9831-91-0542-00
at 655 Bruce Coggins Road from RR to RA.**

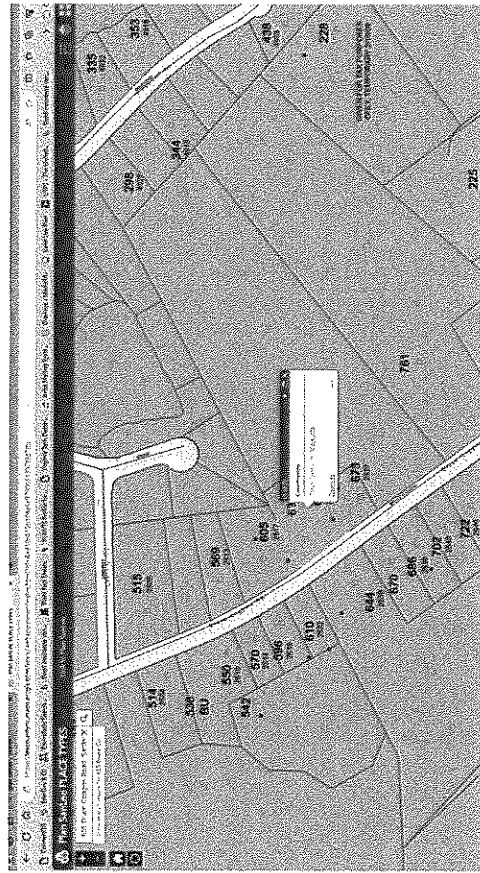
This is a graphic illustration and not a legal document.
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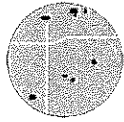
REZONING APPLICATION
Rezone a 0.50 acre +/- portion of 9631-91-0542-00
at 655 Bruce Coggins Road from RR to RA.

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.

Plan Sam Lee - Long Range Plan - Interactive Map of Site



- Place Types**
- Commercial Corridor
 - Countryside
 - Crossroads
 - Downtown
 - Industrial Center
 - Maker District
 - Mixed Use Activity Center
 - Neighborhood Center
 - Neighborhood Transition
 - Professional and Institutional Campus
 - Suburban Neighborhood
 - Urban Neighborhood
 - Village Center
 - Village Neighborhood



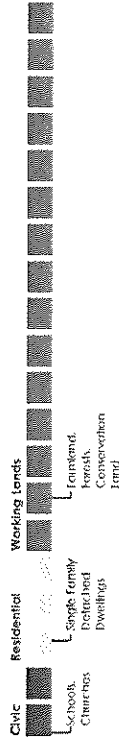
COUNTRYSIDE

- ✓ Agricultural and undeveloped lands outside the Urban Service Areas
- ✓ Preservation of county's agricultural heritage encouraged
- ✓ Conservation and maintenance of rural lifestyles supported
- ✓ Limited residential density

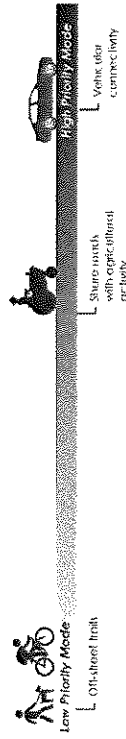
Local Example - Avenir's Ferry Road Corridor in northeast Lee County



LAND USE



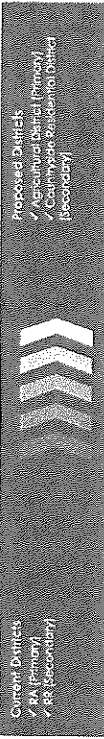
TRANSPORTATION



CONTEXT

- Development Density**
- ✓ Minimum 1 dwelling unit / 2 acres
 - ✓ Deep Building Setbacks
 - ✓ 25 Foot Height Limit
- Utility Infrastructure**
- ✓ West Water
 - ✓ On-site Wastewater Disposal
- Preferred Character**
- ✓ Two-Lane Rural Highways
 - ✓ Dispersed Development Pattern
 - ✓ Agricultural Fields + Forests

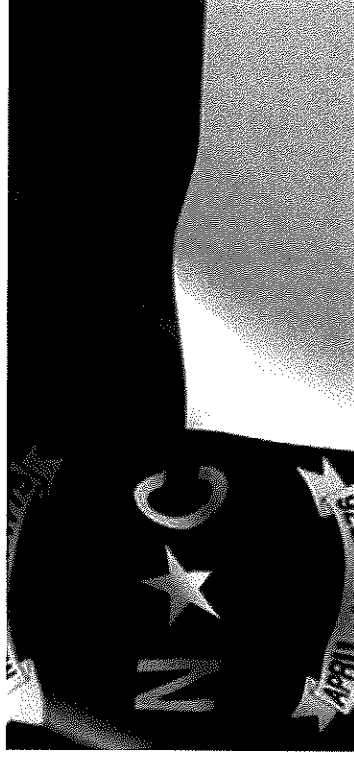
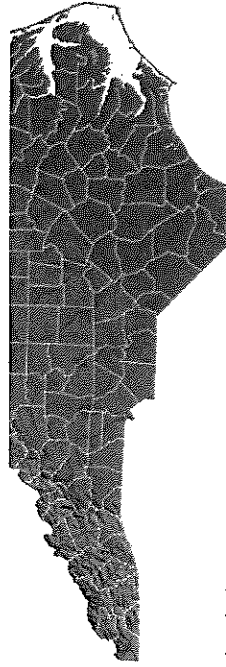
ZONING





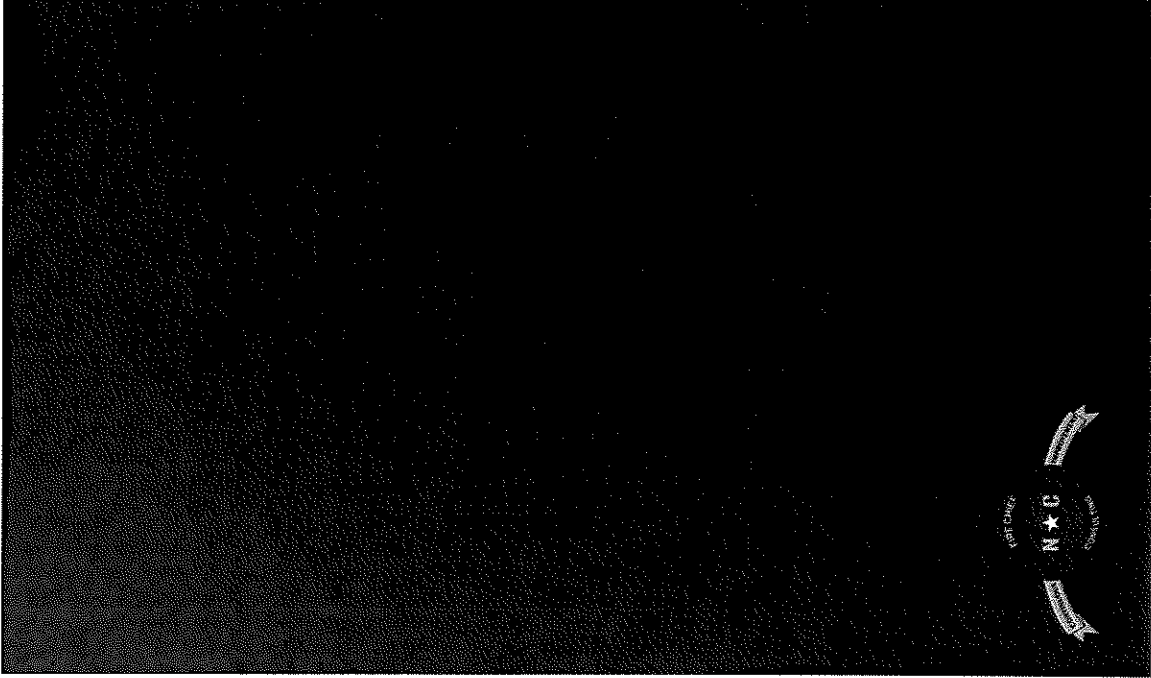
LEE COUNTY FIRE PROTECTION SERVICE DELIVERY SYSTEM ANALYSIS REPORT

June 2024



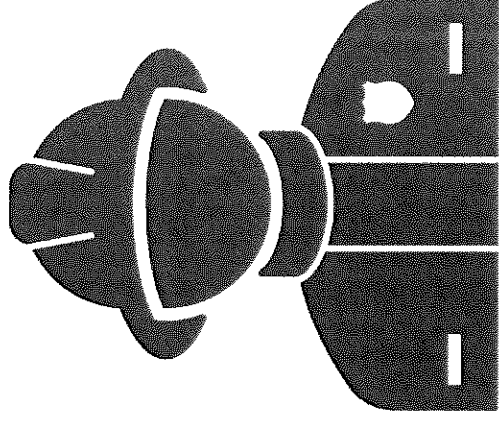
LEE COUNTY COMMISSIONERS

- Evaluate the current and future fire service needs of Lee County, as well as to determine how it may best provide fire service protection to its residents and visitors.
- As Lee County grows, it is essential to ensure its public safety program maintains pace with that growth.
- The County looks to develop a long-range plan that may guide the actions of its volunteers, staff, and elected officials into the future.



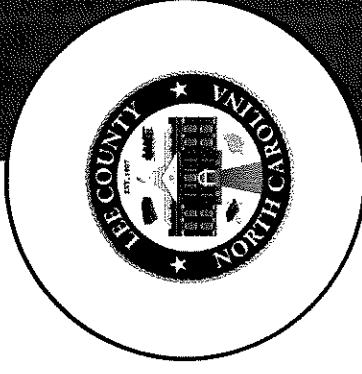
Project Report

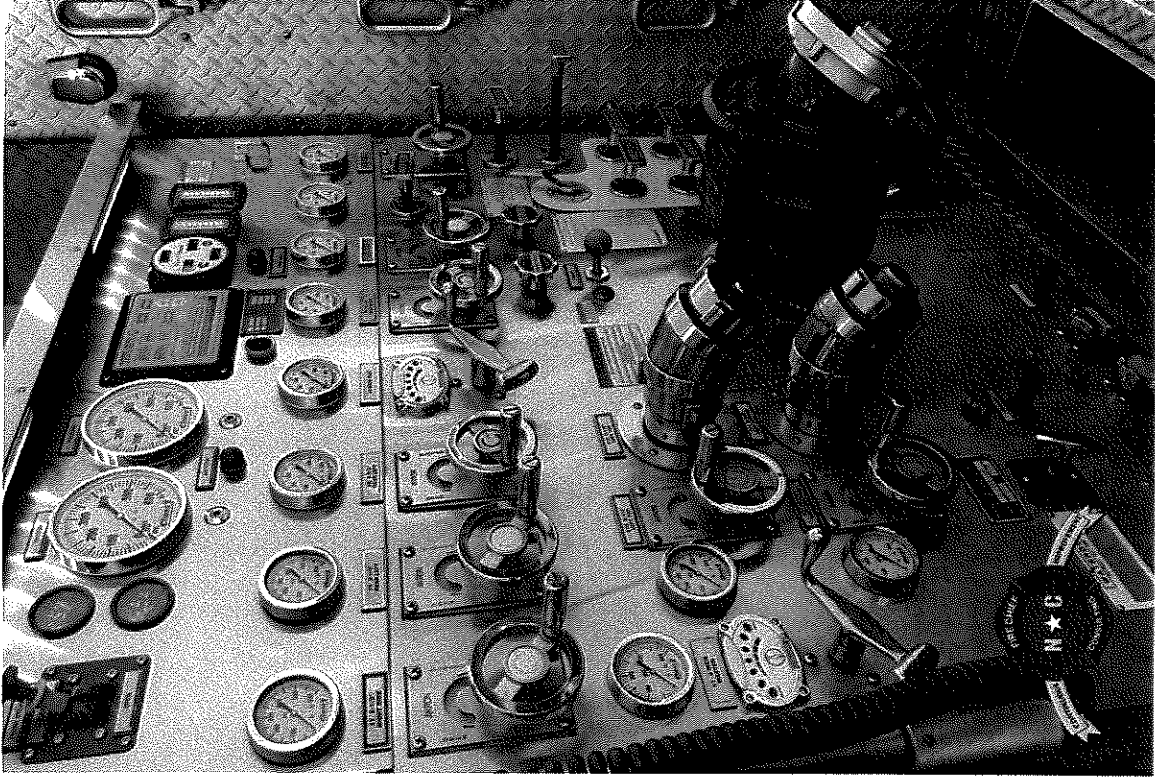
- We are providing an outcome overview in this session tonight.
- It is our understanding that the report associated with the summary we will review tonight will be provided by Lee County to all the fire entities in its entirety once the presentation has been made with the Board of Commissioners (mid-July).
- The intent of the report is to provide guidance and constructive feedback for contracting fire departments, the Lee County Fire Advisory Board, and Lee County Board of Commissioners and Lee County staff for future budgeting and decision making.



NCFCC's Purpose:

- This independent, third party, analysis is to guide county staff and fire service leaders towards building the strongest, most sustainable fire and rescue service delivery system possible that is in the best interest of protecting and serving the people of Lee County, North Carolina.





Principal Process Components:

1. Stakeholder Communication
2. Community Risk Analysis
3. GIS and Response Analysis
4. Capital and Financial Analysis
5. Service Delivery System Improvement Recommendations



Stakeholder Communication:

- Fire Chiefs Group:
 - Initial and at Completion.
 - One-on-One Individual Fire Chief sessions.
- Firefighter and Resident Survey.
- Documents.
- Leadership.



Positives about the current service delivery system:

- Working relationships of fire departments.
- The people who serve as firefighters.
- Condition of the fire apparatus fleet and response equipment.

Greatest barriers:

- Declining volunteerism, resulting in additional financial need for personnel.
- Service delivery issues with the 9-1-1 Communications Center and radio system needs.
- Need for additional firefighters with the growth in the county.

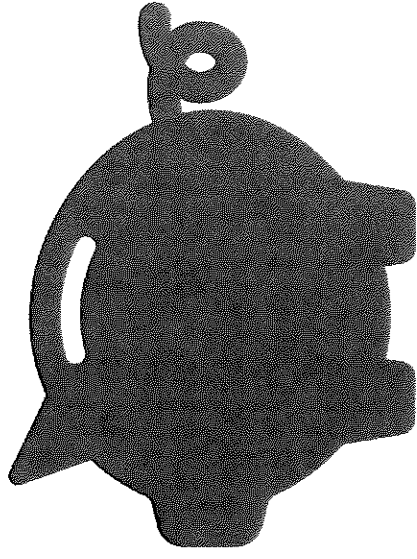
What could Lee County do to best support the fire departments?

- Enhance 9-1-1 Communications and radio systems.
- Establishing a high school fire program (similar to Harnett).
- Provide volunteer incentives.
- Greater outreach through the county web site and providing more publicity about the need for volunteers.

What type of funding system or model do you believe is the best next step for Lee County?

- Support for a unified fire service district tax was near equally split.
- The greatest concern for a unified tax district would be that the funding would be distributed fairly and equitably.

- **Data elements that Fire Chiefs most supported to be considered when making funding decision models are:**
 - **1 – Tax Valuation**
 - **2 – Call Volume/Road Miles (tied)**
 - **3 – Address Points**



Resident perception of quality of fire and rescue services:

- 73% advised that they were either satisfied or very satisfied.

Resident perception of overall effectiveness of fire and rescue services:

- 72% advised that they were either satisfied or very satisfied.

Description of Services:

- Generally, about 75% were positive.





Community Risk Analysis



Community Risk Analysis Key Take Aways:

There has been an approximate 16% population increase in Lee County since 2010.

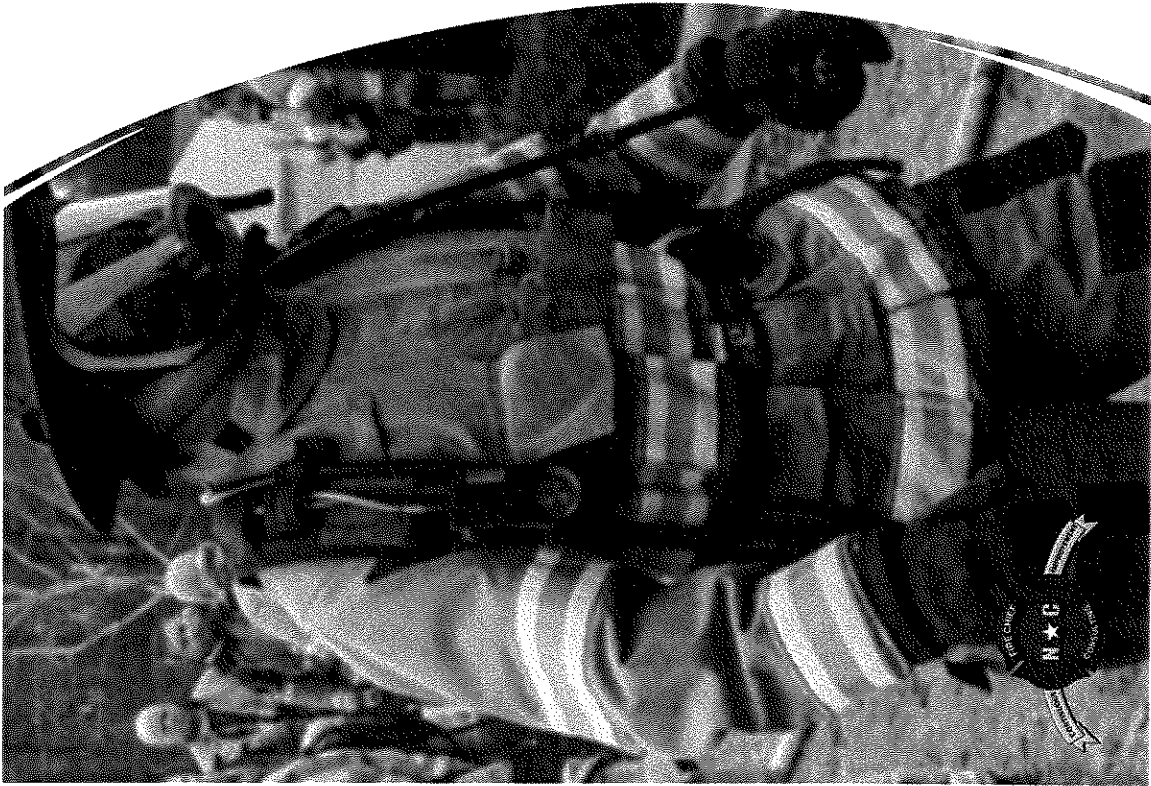
There are positive indicators with Lee County having a lower level of poverty than the state average.

Lee County is very near the state average with children less than 5 years old, residents 65+, and persons without health insurance.

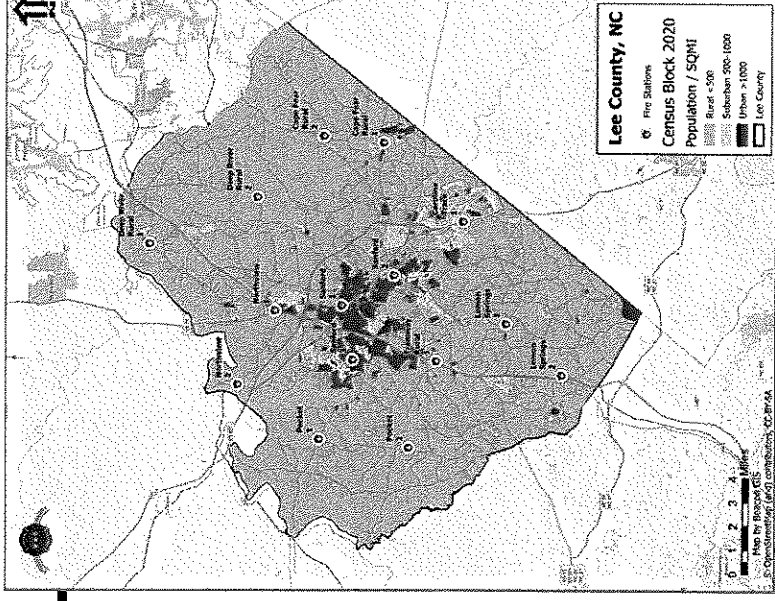
Lee County has a significantly higher number of owner-occupied residences than the state average; hence renter-occupied homes are lower in Lee County than the state average.

Lee County has about six times the number of mobile homes compared to the state average.





GIS and Statistical Analysis:



GIS Analysis Key Take Aways:

Travel time from a fire station:

- Approximately 76% of emergency incidents occurred within a four (4) minute travel time.
- Approximately 83.5% of fire call incidents are within a five (5) minute travel time from a fire station.
- Approximately 98.6% of all fire call incidents occurred within a ten (10) minute travel time.

Land use was evaluated to conduct a risk analysis.

- New planned developments include 2,761 residential units, producing 7,179 people and 336 additional emergency responses annually.

Generally, fire stations are well placed in Lee County.

- Some fire district adjustments could be made for closest station fire and emergency response.

Response data was plotted to create an incident heat map.

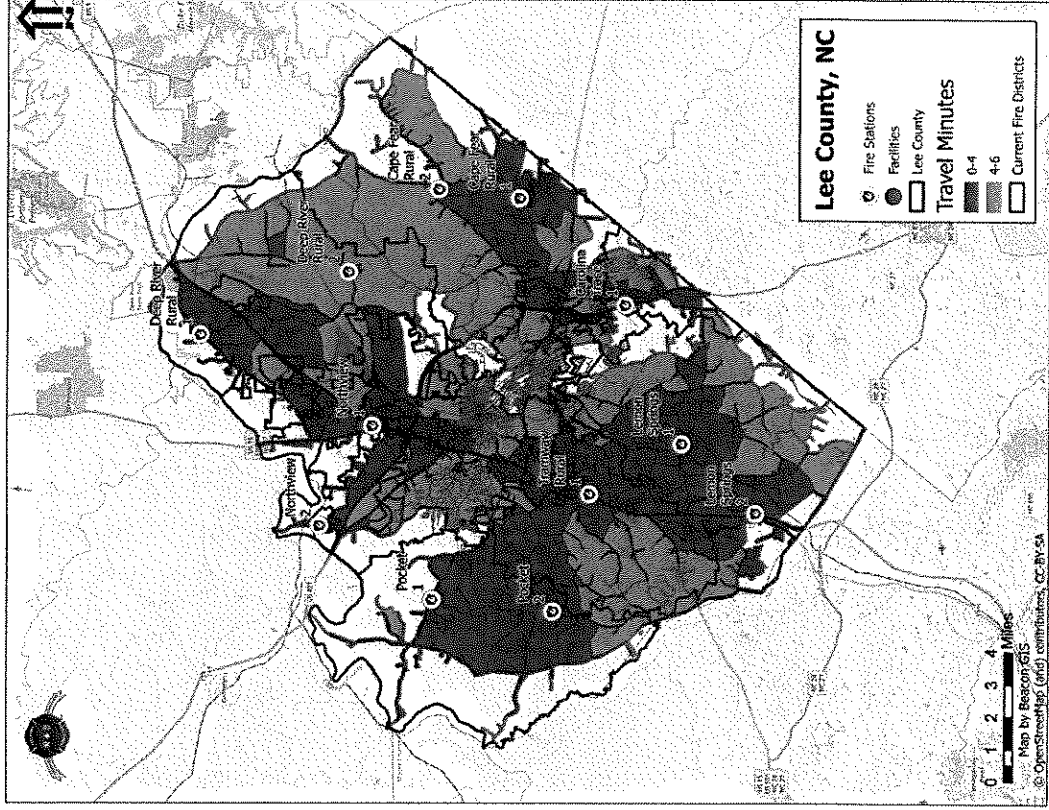
- Approximately 82% of addresses in the unincorporated areas of Lee County were within 1,000 feet of a fire hydrant.



Travel Time Coverage

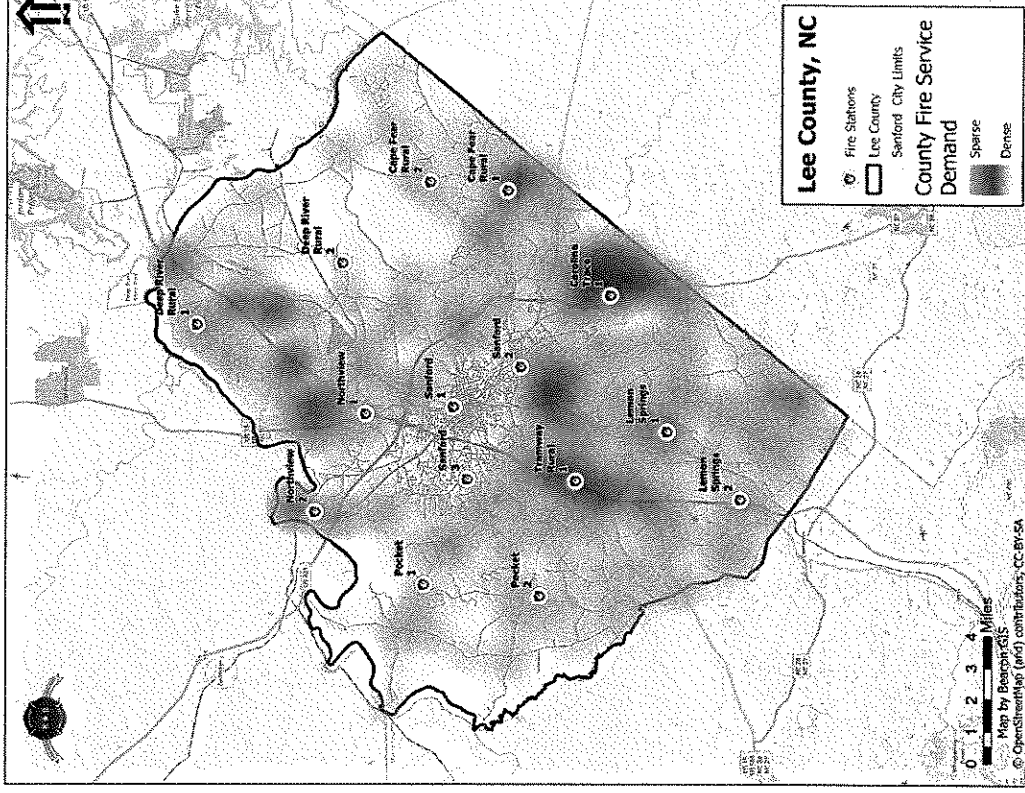
Dark grey represents travel time of less than four minutes.

Green represents travel time of 4-6 minutes.



Service Demand Density:

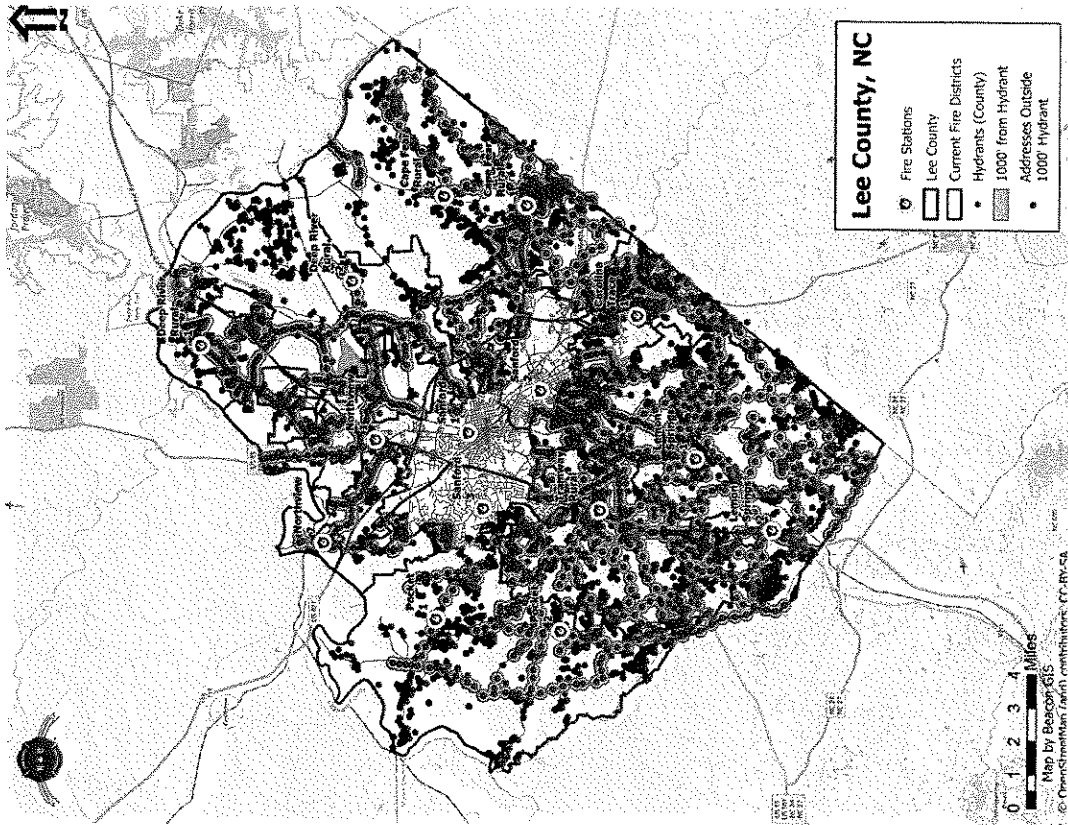
Higher emergency call volume areas are illustrated with warmer colors.



Hydrant Coverage:

Blue dots represent properties that are within 1,000 feet of a fire hydrant.

Brown dots represent properties that are further than 1,000 feet from a fire hydrant.

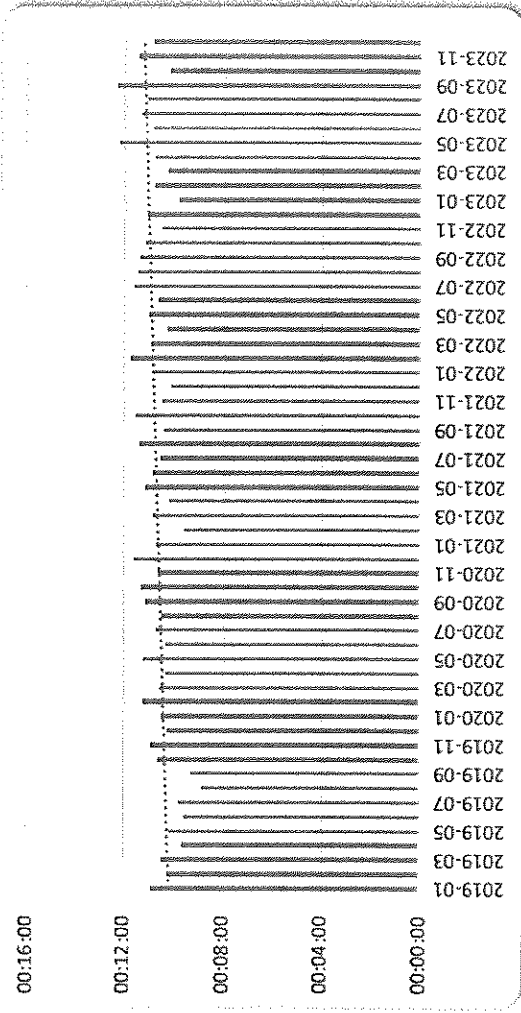


- **Five full years** of CAD data were reviewed – 6,740 total incidents.
- CAD data is an indicator of demonstrated performance.
- **Monthly demand for service has increased** over the five years of data.
- Standards of cover for Lee County were developed:
 - **Overall**, Lee County Fire Departments demonstrated their ability to provide a response time of **10 minutes, 44 seconds or less on 80%**, or less, on all emergency incidents.
 - In Suburban densities, compliance with the response piece of NFPA 1720 (10 min.) is from 74.87% to 78.66%. In rural areas, the compliance (14 min.) was 91.06% to 93.82%.

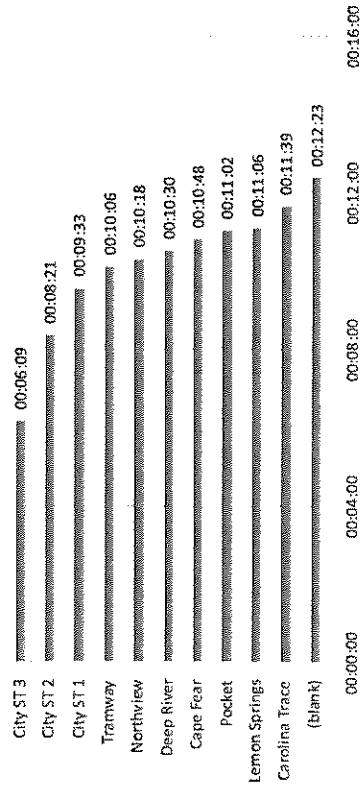
Response Times:

Overall, response times are trending upward (worsening) during the five-year evaluation period.

As an overall delivery system:
Figure 36: Response Time by Year Month



By Department:
Figure 39: Response Time by Department

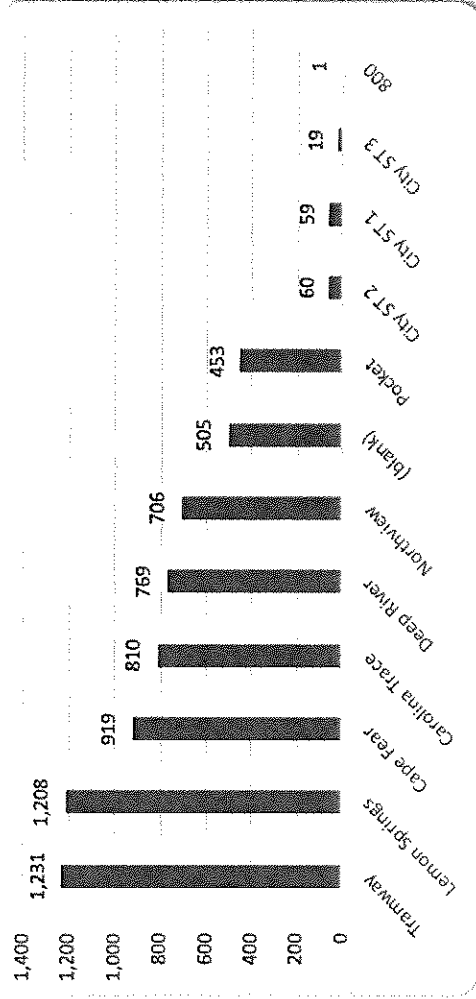


Response Times:

Figure 32: Demand by Hour of Day/Day of Week

Alm Hr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
00	32	12	18	24	23	21	24	154
01	23	19	14	12	21	16	30	135
02	22	9	16	17	15	14	14	107
03	15	11	12	12	12	13	13	88
04	17	13	16	11	19	19	18	113
05	20	18	15	17	22	21	14	127
06	24	35	29	28	30	34	27	207
07	25	47	47	32	50	41	34	276
08	43	39	39	48	41	36	39	285
09	40	46	53	48	43	46	24	300
10	30	48	41	42	52	41	45	299
11	36	45	50	48	56	45	62	342
12	47	66	41	58	64	55	55	386
13	57	52	57	57	41	55	55	374
14	47	65	58	53	78	69	47	417
15	54	76	68	51	61	81	60	451
16	63	62	41	56	57	71	64	414
17	50	61	56	59	76	67	61	420
18	45	50	65	49	62	68	67	406
19	51	65	58	34	51	54	52	385
20	39	53	46	38	46	51	59	332
21	34	29	39	34	46	48	45	275
22	35	40	33	34	33	37	44	256
23	29	20	26	24	32	21	29	181
Total	678	1,001	938	866	1,031	1,034	992	6,740

Figure 33: Demand (5yr) by Department.

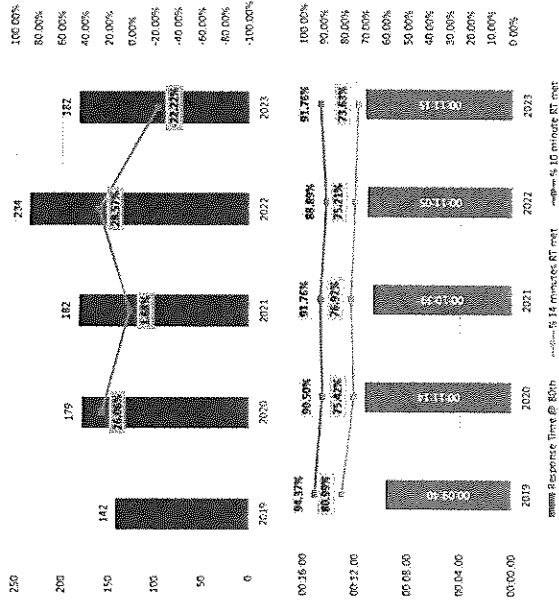


Breakdown is Provided for Each Contracting Fire Department:

Cape Fear Fire Department (Demand and Performance)

The Cape Fear Fire Department has a 5-year average of **3.53 incidents weekly** and demand of service has increased since 2019. The department has established a baseline of **response time performance of 10 minutes and 48 seconds or less**, measured at the 80th percentile. Over the 5-year period, **response times are increasing**.

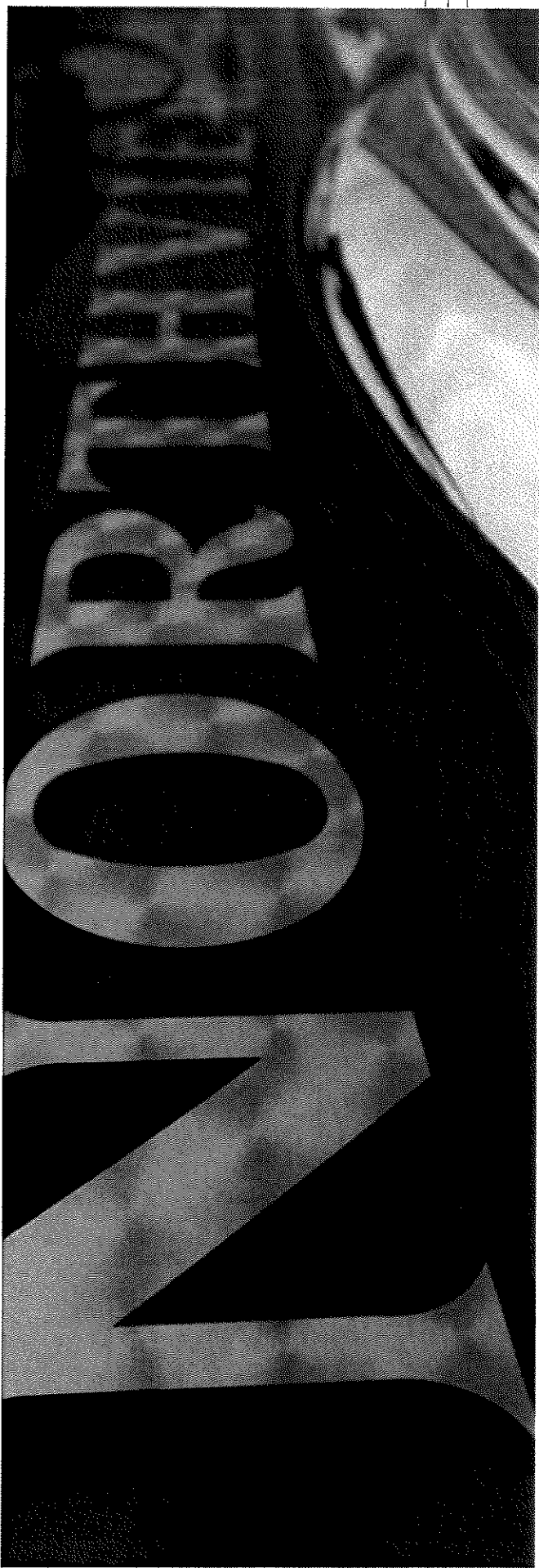
Demand Count	Response Time @ 20th	Response Time @ 80th	% Rural (14 minute)	% Suburban (10 minute)	RT Met
919	00:13:30	00:10:48			76.17%



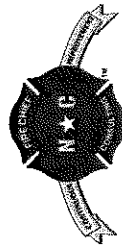
Sanford 9-1-1 Center Review:

- Because of the pronounced importance and criticality of the emergency communications component by both the fire service, and in the resident survey, NCFCC conducted a general review of the Sanford Police 9-1-1 emergency communications center.
- In this review, eleven (11) observations and recommendations were generated for improvement/enhancement.





Fiscal and Capital Analysis



- Outputs and Inputs
- Capital Assets – principally apparatus and capital replacement

Capital/Financial Analysis Key Take Aways:

Forty-eight (48) large fire apparatus and twelve (12) fire station facilities were evaluated in Lee County.

Overall, the fire apparatus fleet was rated “Good” in accordance with the standard. Fire stations were rated as “Fair”, with only about half of the fire stations having the ability to expand facilities.

Currently, seven (7) fire departments provide service to eight (8) fire protection service districts. Rates of the separate service districts vary between \$.08 to \$.145 per \$100 valuation.

There is significant variance in the property valuation of the current service districts (\$354 - \$778 million). Also, there is significant variance in the coverage area (28.8 – 52.5 square miles) and residents served (1,722 to 9,778).

Annual (2023) total income received by contracting fire departments varies from \$392K to \$1,151,000. The average was \$596,427.



Capital/Financial Analysis Key Take Aways:

Annual operating budgets of the contracting fire departments varied from \$203,370 to \$1,024,350.

All departments have debt service, with an average annual department debt service payments of \$718K.

Personnel costs of contracting fire departments range from 32% to 71% of the annual operating budget. This is generally a lower percentage than other similar counties in NC.

Lee County should primarily utilize the primarily volunteer combination system for as long as possible.

There were seventeen (17) large fire apparatus older than 20 years old. Replacement cost for large fire apparatus turning 15 years old in the next five years is near \$20 million. A five-year illustrative CIP was provided.



Illustrative Example of Apparatus Analysis:

Pocket Fire Department												
Unit	Current	E, G, F	Year	Age	Remaining	Make	Model	Manufacturer	Capacity	Gallons	Mileage	Hours
ENGINE/TANKER												
E84	G		1989	35	-10	EEI	International		1000	1000	20,900	N/A
	Comments: Tires nearing end of NFPA compliance, seats torn, ground ladder halyard line frayed, exhaust pipe coming out of muffler, exhaust hanger rusted											
E85	G		2008	16	9	Crimson	Spartan		1000	1500	32,363	N/A
	Comments: No issues											
E97	G		1995	29	-4	KME	Freightliner		1250	1500	22,562	1584
	Comments: Class 2 pump, transmission leak											
T98	F		1998	26	-1	Eone	F-Series		500	2000	20,316	1534
	Comments: Bolt missing out of intake to frame mount											
T99	E		2022	2	23	Tonyo	Freightliner		1000	2000	3,390	19
	Comments: No issues											
RESCUE												
9	E		2019	5	20	Ford	F550		250	300	10,807	N/A
	Comments: No issues											
BRUSH												
910	G		2016	8	17	Ford	F550	SD	250	300	14,496	N/A
	Comments: No issues											
EQUIPMENT												
912	P		1996	28	-3	Hackney	International	4700	N/A	N/A	19,930	2132
	Comments: Tires out of NFPA compliance this year (2017), Class 1 oil leak, Battery cable disconnected, hydraulic brakes are poor due to brake st											



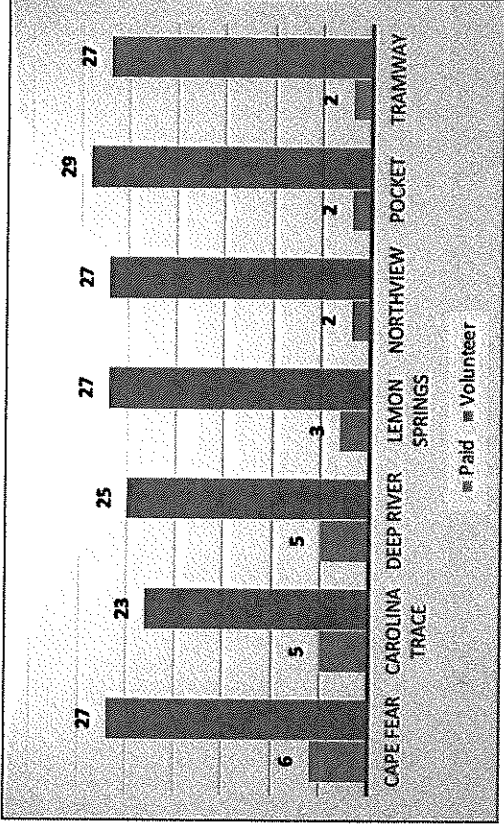
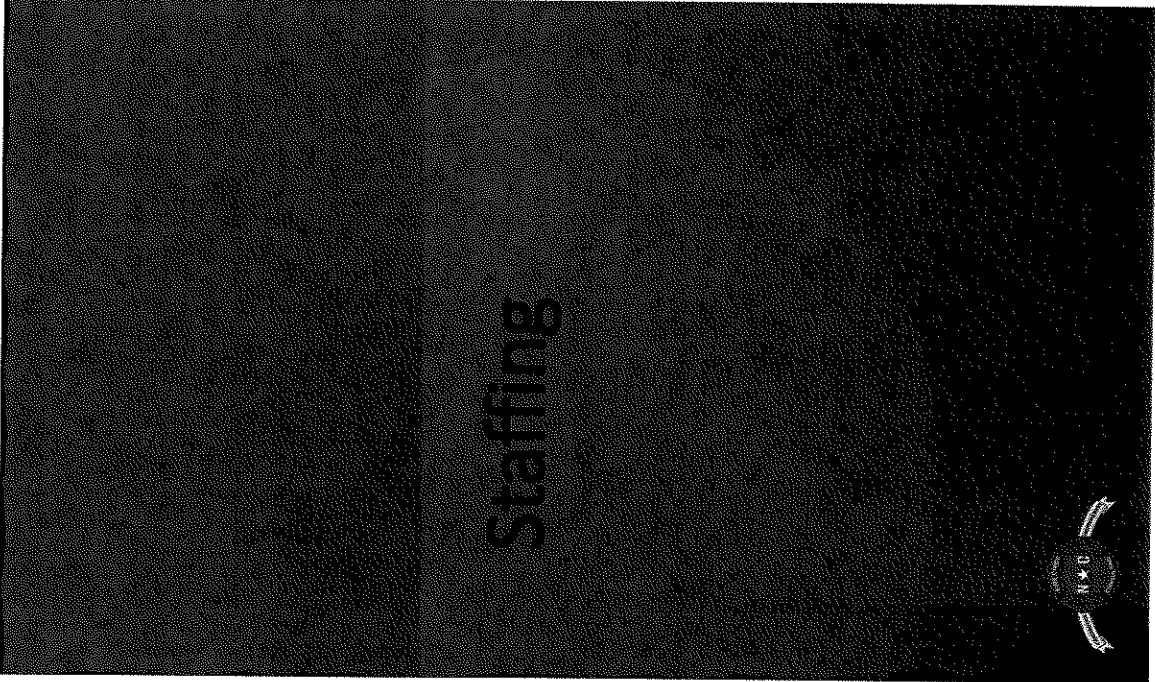
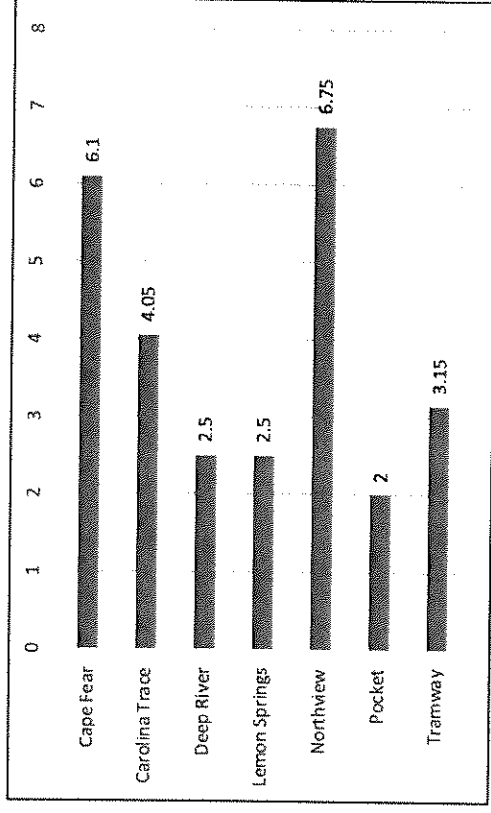


Figure 59: Paid Versus Volunteer



FTE Equivalent

Staffing

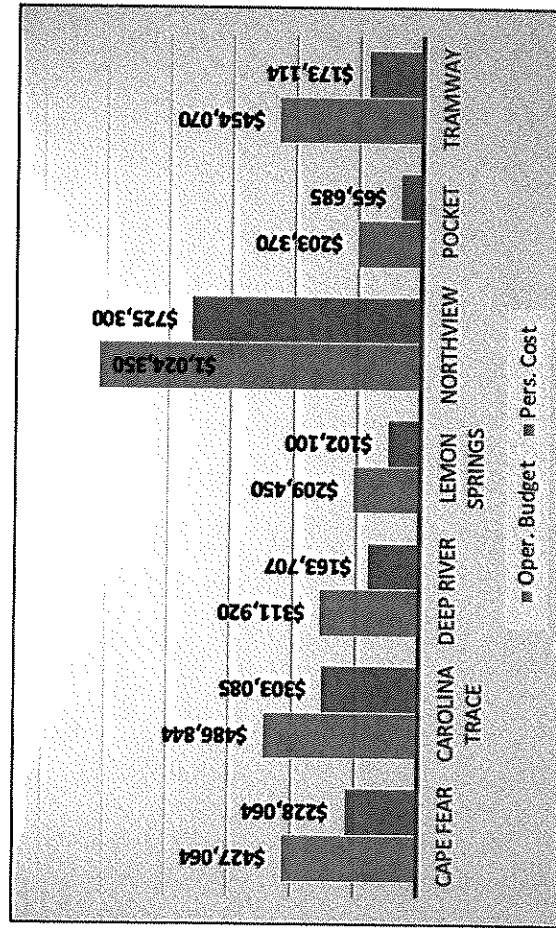


Figure 61: Personnel Costs Versus Total Budget Dollars



Demand Heat Map

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
00	32	12	18	24	23	21	24
01	23	19	14	12	21	16	30
02	22	9	16	17	15	14	14
03	35	11	12	12	12	13	13
04	17	13	16	11	19	19	18
05	20	18	15	17	22	21	14
06	24	35	29	28	30	34	27
07	35	47	47	32	50	41	34
08	43	39	39	48	41	36	39
09	40	46	53	48	43	46	24
10	30	48	41	42	52	41	45
11	36	45	50	48	56	45	62
12	47	66	41	58	64	55	55
13	57	52	57	57	41	55	55
14	47	65	58	53	78	69	47
15	54	76	68	51	61	61	50
16	63	62	41	56	57	71	64
17	50	61	56	59	76	67	61
18	45	50	65	49	62	68	67
19	51	85	58	34	51	54	52
20	39	53	46	38	46	51	59
21	34	29	39	34	46	48	45
22	35	40	33	34	33	37	44
23	29	20	26	24	32	21	29

Figure 74: County demand by Day of Week, Hour of Day

Staffing Heat Map

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
00	0	0	0	0	0	0	0
01	0	0	0	0	0	0	0
02	0	0	0	0	0	0	0
03	0	0	0	0	0	0	0
04	0	0	0	0	0	0	0
05	0	0	0	0	0	0	0
06	0	0	0	0	0	0	0
07	0	9	10	9	10	10	0
08	1	13	14	13	14	14	1
09	3	15	15	15	16	16	3
10	3	15	16	15	16	16	3
11	3	15	16	15	16	16	3
12	3	15	16	15	16	16	3
13	3	15	16	15	16	16	3
14	3	15	16	15	16	16	3
15	3	15	16	15	16	16	3
16	3	14	15	14	15	15	3
17	3	14	15	14	15	15	3
18	0	3	3	3	3	3	0
19	0	1	1	1	1	1	0
20	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0

Figure 75: County FTE Assignment by Day of Week, Hour of Day

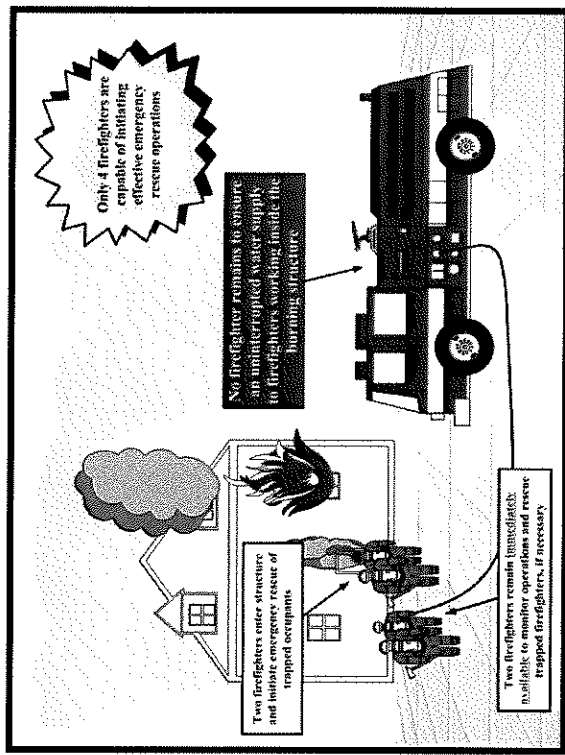
As of 5-15-24	Volunteers on Roster 2018	Volunteers on Roster 2019	Volunteers on Roster 2020	Volunteers on Roster 2021	Volunteers on Roster 2022	Volunteers on Roster 2023	Trends at a Glance	FDID
Cape Fear	29	31	35	38	36	27		5301
Carolina Trace	27	26	30	23	27	23		5307
Deep River	36	31	37	38	29	25		5302
Lemon Springs	29	33	29	28	29	27		5308
Northview	31	32	33	28	26	27		5303
Pocket	27	29	26	25	28	29		5309
Tramway	31	36	28	24	27	27		5305
Lee County	210	218	218	204	202	185		
Annual percentage change		3.81%	0.00%	-6.42%	-0.98%	-8.42%		



A Continuing Focus/Emphasis is Needed on Staffing/ Firefighting Personnel

Demand Zone	Demographics	Minimum Staff to Respond	Response Time (minutes)	Meets Objective
Urban Area	> 1,000 people/mi ²	15	9	90%
Suburban Area	500–1,000 people/mi ²	10	10	80%
Rural Area	< 500 people/mi ²	6	14	80%
Remote Area	Travel distance ≥ 8 mi	4	Directly dependent on travel distance	90%
Special Risks	Determined by AHJ	Determined by AHJ based on risk	Determined by AHJ	90%

NFPA 1720 Summary

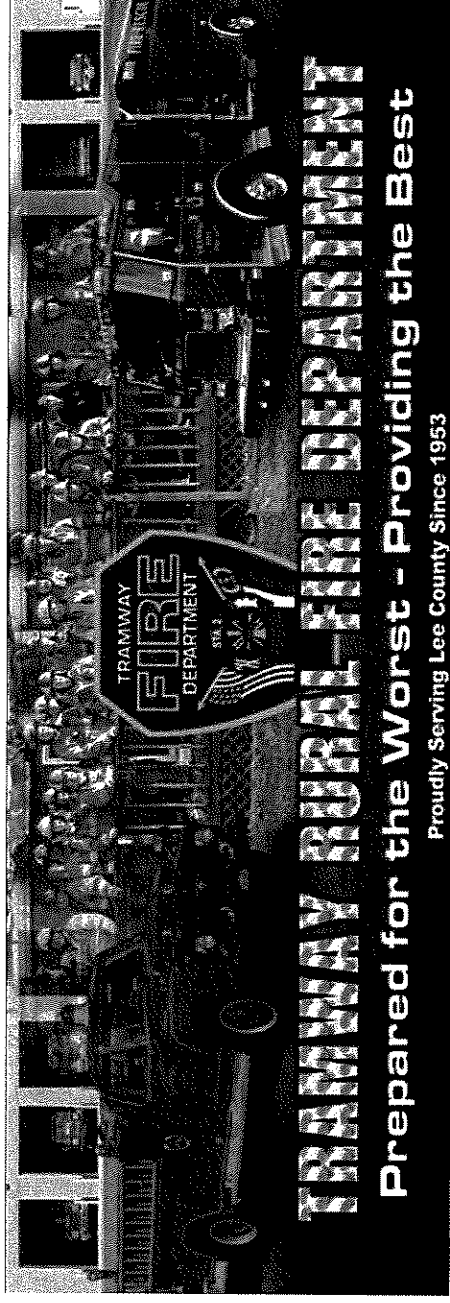


OSHA Mandated "Two In - Two Out" for IDLH Environments.



Service Contract Review

- Review of the 2003 Lee County contract with recommendations for consideration moving forward.
- Other NC county contracts are provided for reference as well.



Future Fiscal Modeling

- Distribution of funding is often a compilation of a base amount of funding, plus funding reflective of hazards and risks (valuation, people, call volume, land area, road area, road miles, etc.)

Fire District	FY 2025 District		Valuation	Total district building square footage	Sq. Ft.	Total district 70 population	Population	Total district area in square miles	Total number of responses			Total	
	Fire District	including amount							7/2023	7/2022	7/2021		
Conifer	58,111	\$592,276,000	11.57%	3,658,000	11,276%	3524	17,144%	46.72	18,131%	182	16,531%	598	15,547%
Executive Fire ID	96,115	\$672,216,000	14.18%	4,216,314	15.33%	4176	15,55%	19.86	21.1%	145	11,89%	149	11,89%
Greenwood	18,051	\$217,148,000	11.30%	2,460,385	8.94%	2106	10,00%	27.17	14.38%	161	13,20%	148	11,81%
Lemon Springs ID	10,000	\$110,000,000	6.76%	1,100,000	4.00%	1000	3,70%	1.10	1.10%	10	0.83%	10	0.83%
Northview ID	50,000	\$318,332,000	24.44%	5,481,246	20.04%	1722	5,15%	35.5	23.13%	131	11,11%	154	12,01%
Pocket ID	50,130	\$318,332,000	24.44%	5,481,246	20.04%	1722	5,15%	35.5	23.13%	131	11,11%	154	12,01%
Trinity ID	150,000	\$896,640,000	17.10%	5,191,843	19.09%	6001	19,47%	28.6	31.17%	240	19,87%	249	19,86%
Township ID	58,710,682,000		100%	27,829,742	100%	30,822	100%	238	100%	1,222	100%	1,222	100%
Fire District Data													
Conifer	21.73%	11.57%	11.27%	11.24%	11.27%	11.24%	11.24%	11.27%	11.24%	11.24%	11.24%	11.24%	11.24%
Executive Fire ID	11.89%	14.18%	15.33%	15.33%	15.33%	15.33%	15.33%	15.33%	15.33%	15.33%	15.33%	15.33%	15.33%
Greenwood	11.89%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%	8.94%
Lemon Springs ID	11.89%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Northview ID	24.44%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%	20.04%
Pocket ID	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%	6.76%
Trinity ID	17.10%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%	19.09%
Township ID	58.71%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Element weights	Valuation	Population	Area	CFS
Valuation	32.00%			
Population	32.00%			
Area	32.00%			
CFS	32.00%			
Total	100.00%			

1 penny year	Valuation	Sq. Ft.	Population	Area	CFS
Conifer	21.73%	11.27%	11.24%	11.24%	11.24%
Executive Fire ID	14.18%	15.33%	15.33%	15.33%	15.33%
Greenwood	8.94%	8.94%	8.94%	8.94%	8.94%
Lemon Springs ID	4.00%	4.00%	4.00%	4.00%	4.00%
Northview ID	20.04%	20.04%	20.04%	20.04%	20.04%
Pocket ID	6.76%	6.76%	6.76%	6.76%	6.76%
Trinity ID	19.09%	19.09%	19.09%	19.09%	19.09%
Township ID	100%	100%	100%	100%	100%

Contemplated tax rate	50.1300
Collection rate	98.855%
Revenue level	\$5,587,717

Enter estimated collection rate here
This is the estimated revenue generated



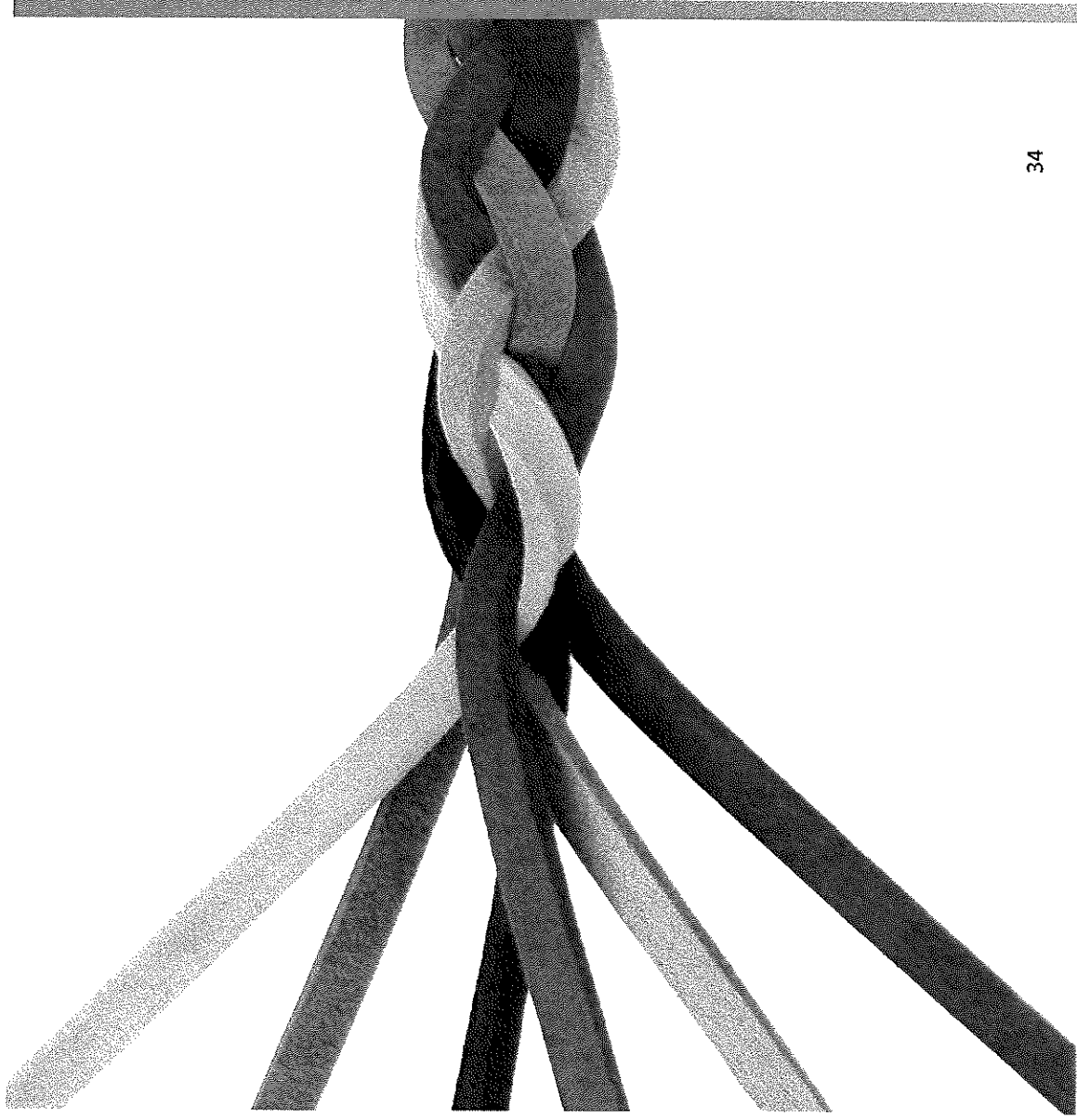
THANK YOU



Team
Recommendations:

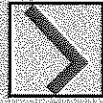


- ## Team Recommendations:
- Area #1 - Funding Needs.
 - Area #2 – Strengthening Retention and Recruitment of Volunteers.
 - Area #3 – Service Delivery System Funding Options to Consider.



Recommendation Area #1 – Delivery System

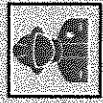
Funding Needs:



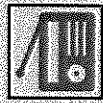
Apparatus - It is important to provide a significant funding structure to address the upcoming apparatus replacement needs of Lee County.



Large Capital - Additional capital needs such as fire station expansion for adding firefighter dorms and renovation also need to be addressed.



Staffing - It is important to consider funding increases that will be necessary to provide additional career firefighters, while simultaneously working to retain and recruit volunteer firefighters. Future growth and current volunteerism trends will make funding firefighter staffing needs an even higher priority.



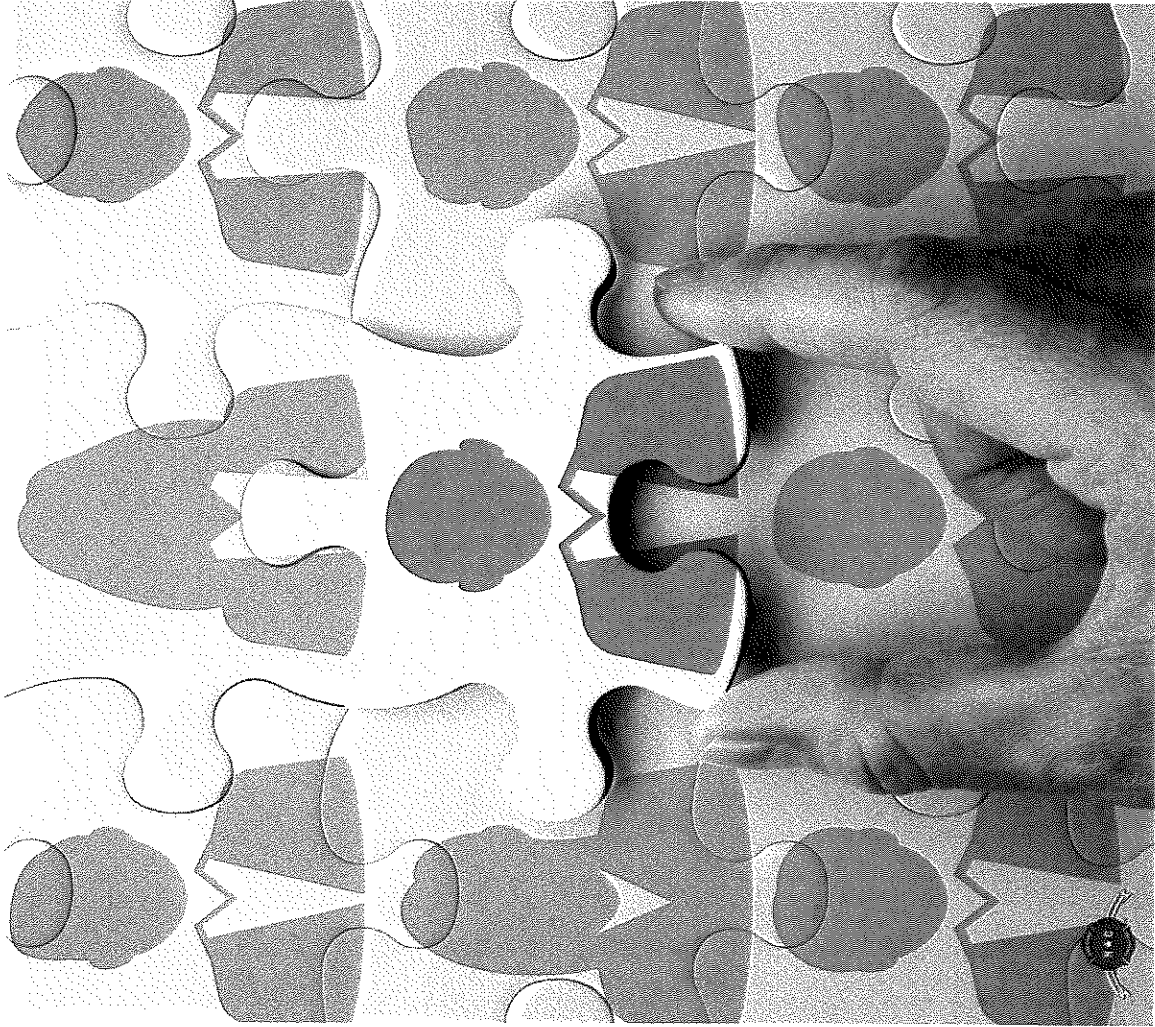
Operational Equipment – Costs of essential equipment absolutely necessary for providing services (such as air packs, radios, etc. – or loose equipment) will also require strong ongoing funding stream(s).



Recommendation Area #2 – Strengthening Retention and Recruitment of Volunteers

Three Categories of Recommendations

- Short-Term (1 – 3 years) – 6 recommendations
- Intermediate – 12 recommendations
- Long-term (4+ years) – 3 recommendations



Recommendation Area #2 – Short Term Measures:

1. Centralized firefighter recruitment with a county employee (at least part-time) retention and recruitment coordinator is needed. Grant funding may be possible.
2. Centralized method to track volunteers coming and going and exit interviews is needed.
3. Establish a team to identifying barriers and solutions with a diverse team of volunteers from fire departments.
4. Conduct a system-wide volunteer needs assessment.
5. Work with the school system to develop and implement a high school fire program in Lee County. This has been one of the most successful volunteerism models in North Carolina.
6. Develop and fund a volunteer incentive program that is tied to a member's activity.

Recommendation Area #2 – Intermediate

Measures:

1. Set common retention and recruitment goals across all fire departments.
2. Find common ground for community events and collaborating as one at
3. Agree on Retention Goals on
collaboratively with Lee County Fire Department.
4. Widen the scope of volunteers to include support personnel.
5. Establish a deeper focus on retaining fire volunteers.
6. Engage in using collective social media throughout the county.



Recommendation Area #2 = Intermediate

Measures:

7. Establish a continuing training program for new volunteers to better enable them to better enable departments to attract new members
8. Departments hosting through community outreach
9. Installing sign boards as possible.
10. Join the national recruitment committee monthly roundtable sessions.
11. Develop interest cards and flyers with department information for public outreach.
12. Consider a county wide ride along program for interested volunteers.

Recommendation Area #2 – Long Term

• Improve collection of data to help better measure performance

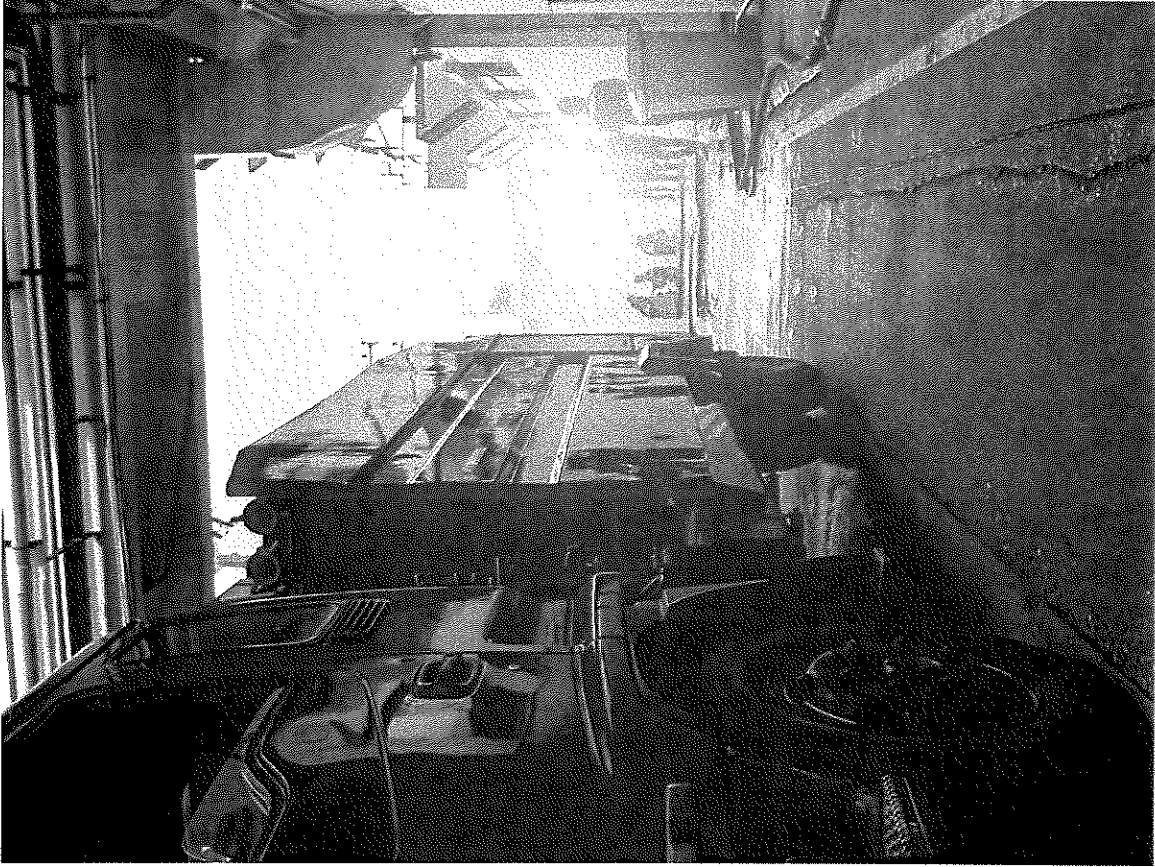
• Train on successes. (tell your story.)

• Establish tracking system for recruitment and retention trends in
Lee county. Report on those outcomes at least quarterly and share
that data with the County Manager and Lee County Commissioners,
participating in the March Carolina Volunteer Workforce Solutions
program that is offered through the AFC

• Develop a new volunteer orientation program to help onboard new
volunteers in a more meaningful way.

CA





Recommendation Area #3 – Service Delivery System Funding Options to Consider:

- The Board of Commissioners can work with the Fire Advisory Board to seek local implementation suggestions based on the information and recommendations provided in the report.
- Consider establishing an **overlay service district** with dedicated funding going annually to fire apparatus replacement and/or firefighter personnel as starting point.

**Recommendation
Area #3 – Service
Delivery System
Funding Options to
Consider:**

- We recommend immediate focus areas to include:
 - 1) Working with the fire departments to establish a fire apparatus replacement funding plan and facility enhancement plan for the next five years;
 - 2) Analyze ways County may provide assistance with recruitment and retention efforts;
 - 3) Work to decide what funding model will provide the best funding for Lee County long-term. At a minimum, the capital improvement plan and firefighter staffing needs should be funded in a long-term sustainable way.

There is much that needs attention. What is first thing we need to do here in Summer of 2024?

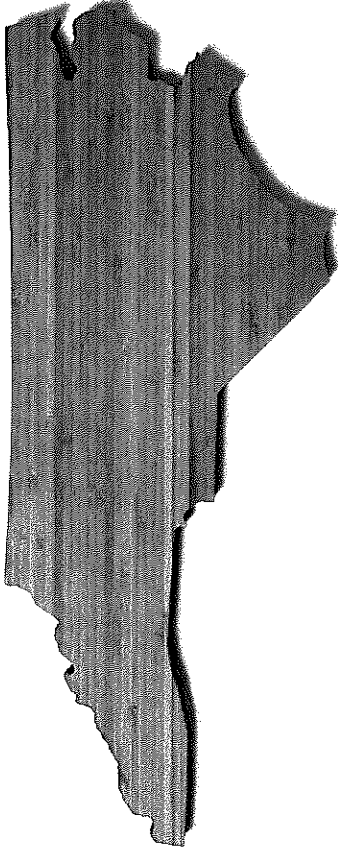
Suggest working on at least three initiatives in parallel:

- Establish a **fire apparatus replacement funding plan and facility enhancement plan** for the next five years – that is one of the most important components to construct.
- Establish a **retention and recruitment coordinator** for Lee County (at least part-time) to get everyone working in unison and establishing a central person to be at the “hub” for all things retention and recruitment. Apply for a **SAFER grant** to help fund this position full-time.
- Work to decide what **funding model** will provide the best funding for Lee County long-term. At a minimum, the capital improvement plan and firefighter staffing needs should be funded in a long-term sustainable way. Consider establishing an **overlay service district** with dedicated funding going annually to fire apparatus replacement and/or firefighter personnel as a starting point.

Revisit and revise your plan at least every six (6) months.

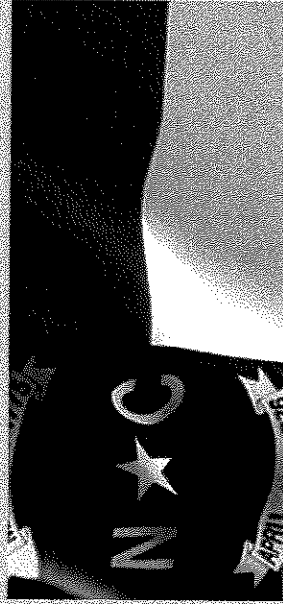


GGrayson@NCFireChief.com



Questions?





THANK YOU!

North Carolina Fire Chief Consulting
336-266-7998 ♦ www.NCFireChief.com



County Manager's Report – July 15, 2024

Ongoing Projects

Lee County Athletic Park – Construction continues at the site with the focus on paving, building foundations, baseball field construction, and electrical infrastructure installation. Paving for the site is planned in three phases, with asphalt base layers installed in first and second phases. Stone base is currently being installed in the third and final phase for asphalt paving. Masonry wall construction started on the first field house at the baseball fields. Materials for field construction have been delivered, and the field builder is now onsite and starting field construction at the baseball fields. Musco Field Lighting has been installed on 75% of the site. Potential change orders have been identified with the engineer (McAdams) and general contractor (Sanford Contractors) regarding water drainage around soccer fields and water meter size requirements for the site. More details and recommendations will be brought to the Board of Commissioners in the near future. Staff is also in the process of reviewing documents related to a Duke Energy power easement for DR Horton who owns property adjacent to the athletic park site. Staff will present a recommendation related to this request at an upcoming meeting.

Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park –

Temple: Construction is complete. Additional grading has been completed for drainage issues around the bathroom / shelter. Additional sod has been installed around the restroom/shelter, completing phase two.

Kiwanis Children's Park: The project includes new sidewalk installation for future connection to Kiwanis Family Park, a new playground for children ages 2-5 years, restroom renovations, and a new shelter installation. Marks Construction has completed most of the new sidewalks throughout the park and is grading to prepare for the new playground installation. Churchich (the contractor for the bathroom renovation, playground, and shelter installation) has ordered shelter and playground equipment and will coordinate with Mark's Construction once installed to complete remaining concrete sidewalks.

OT Sloan Park Accessibility Project: The purchase order for the playground equipment from Barrs Recreation has been placed, and playground equipment has been delivered onsite. All bids came in above budget for this project, with the lowest base bid (for construction) exceeding the project budget by ~\$125,000. A modified scope of work reflecting a reduction in the scope to keep the project within the available grant and County funds for the project is being reviewed by the NC State Parks and Recreation, which has been utilized as a grant support resource. The grant will require a work scope amendment to show detailed work/items removed and associated estimated cost. Once Recreation Resource Services (RRS) grant support reviews and provides feedback, Lee County will submit an amended scope to the AFP Grant Council for review and request approval to move forward. The risk is reducing or eliminating the bathroom renovations to update for ADA accessibility, which can possibly impact the grant approvals. The staff is currently awaiting feedback on the scope of work reduction. More information will be provided as soon as it becomes available.

Library Building Project – This is a CMR (Construction Manager at Risk) project, facilitated by SAMET/SANFORD for the construction of the new Lee County Library. The bid period was set from 5/15/24 - 6/20/24, with 37 total packages posted for bid. The closing date for the bid period was moved out one week from 6/20/24 to 6/27/24 due to the high number of RFI's (request for information) submitted by subcontractors. On 6/27/24, 18 bids were received and are currently being certified by SAMET/SANFORD. Re-bid opening is set for 7/9/24 on the remaining 19 bid

packages. Currently, the overall budget is on track based on the bids received on 6/27/24. The outside sewer connection project (providing offsite sewer connection for new Library construction) has been completed by Moffat Pipe Inc.

Historic Courthouse – Hobb's Architects provided bid documents to Lee County and NCSHPO (North Carolina State Historic Preservation Office) for review. After NCSHPO and Lee County approve the bid documents, Lee County will begin the bid process for the project. Currently, based on available funding, work will focus on roof replacement with alternates for masonry repairs and storm water management. The NCSHPO Hurricane Grants Manager (Dan Becker) has confirmed a program extension will be available from the National Park Service to accommodate additional time needed to complete the project. The time extension request will be initiated once bids have been received, and construction timelines are estimated to allow for one extension request to cover the entire project.

Also, NC Historical Commission has reviewed the status of all projects under the Emergency Supplemental Historic Preservation Fund (ESHFP) grant. Some projects have been identified that will not move forward and NC Historical Commission has recommended to reallocate funding from the cancelled projects over to projects that are in progress. Based on the review, the NC Historical Commission voted on 6/18/2024 to provide an additional \$185,000 to the Lee County Historical Courthouse project. Lee County is awaiting written confirmation of this action and will work with NCSHPO to amend the grant contract to incorporate the additional funding.

Horton Park Parking Lot Improvements – At the December 2023 Board of Commissioners retreat, Commissioners requested improved parking options for Horton Park and Pool. J. Thomas Engineering was approved as engineer for the project at the BOC meeting on March 18, 2024. A preliminary design has been reviewed internally by Lee County (pdf attached) and submitted to NC DOT for driveway approval. In Phase I of the project, the current design adds a smaller drive through the parking lot just below the pool area and bathhouse, adding 17 designated parking spots and eliminating unsafe parking conditions occurring along Washington Avenue. Phase II of the project includes additional sidewalk installation along Washington Avenue toward the community garden located at the adjacent property for the convenience of pedestrian traffic. A copy of the preliminary designed is attached to this report for illustrated reference.

Community Support Services Department – As approved by the Commissioners in the FY 2024-25 Budget, the Community Support Services department was created to incorporate Pre-Trial services, Re-Entry, and the Community Social Worker, as well as new initiatives such as RENEW and the Re-Entry Council. This department, formerly housed under Legal, is now under the Governmental Support umbrella and has a new director to manage this new department. We are pleased to announce that former Pre-Trial Services Coordinator Autumn Smith is the new Community Support Services Director! Ms. Smith will still oversee pre-trial and the GPS monitors but will also supervise the department.

Finance Department – I am pleased to announce that the Finance Department has received notification that the annual comprehensive financial report for the fiscal year ended June 30, 2023 qualifies for the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 28th year that the County has received the Certificate of Achievement. Please join me in congratulating Candace and her staff.

Reports

Tax– The Tax Department Collections report for July 2024 is attached.

Building Inspections – Attached is the monthly inspections report for June 2024.

TRC – The TRC Agenda for July 2024 is attached.

Library Board of Trustees – The Director’s Report for July 2024 is attached, along with the July Library Board of Trustees meeting agenda.

Parks and Recreation – The signed May and June meeting minutes are attached.

Consolidated Human Services Agency – The signed May 2024 meeting minutes are attached.

Upcoming Meetings/Events:

July 16, 2024 – STARS employee awards presentation – 8:30 a.m. - Gordon Wicker Room - LCGC

July 25, 2024 – Joint Meeting between the Lee County Board of Commissioners and Lee County Board of Education – McSwain Center – 6:30 p.m., with a reception proceeding the meeting at 6:00 p.m. August 8-10, 2024 – NCACC Annual Conference in Forsyth County

August 19, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m. (summer schedule in effect)

September 2, 2024 – Lee County Government Offices closed in observance of Labor Day

September 16, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m. (summer schedule in effect)

October 7, 2024 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

October 21, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m.

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 20th day
of Aug 20, 24 at 9:00 AM/PM
recorded in Book 38 Page 326
Pamela G. Britt, Register of Deeds