



LEE COUNTY BOARD OF COMMISSIONERS
MCSWAIN EXTENSION EDUCATION AND AGRICULTURE CENTER
2420 TRAMWAY ROAD
SANFORD, NC 27330

October 7, 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 Cameron Sharpe led the Board and meeting attendees in a moment of silence and in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

*Chairman Smith asked to add item VIII.B Hurricane Helene Relief Response Update.
Commissioner Taylor Vorbeck asked to move item II.F Request to Accept \$225,000 from
the Department of Adult Corrections from the Consent Agenda to New Business.*

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

For: 5 - Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 2 - Dr. Andre Knecht, Robert Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Commissioner Dr. Andre Knecht arrived at 6:02 p.m.

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 HVAC Software Upgrade at the Courthouse and LCGC

SLA & Exhibit 1 (English) for Lee County EBI.pdf

Honeywell Proposal.pdf

Contract Addendum.pdf

II.B Rural Operating Assistance Program (ROAP) Transportation Funding FY 2025

FY25 County ROAP Certified Statement Lee County.pdf

FY25 ROAP Application Checklist Lee County.pdf

FY25 ROAP Application Lee County.pdf

Department Grant Information Form FY 2025 ROAP.pdf

II.C Tyler Technologies- SaaS IAS software renewal addendum

Lee County NC Renewal Amendment EAT - Tyler_signed 071924.pdf

Tyler Lee County, NC Munis Contract 1997.pdf

Tyler Munis Software Annual Support - Auto Renewal Agreement Letter 2015.pdf

II.D Tyler Technologies - Munis renewal addendum

Lee County, NC Amendment EERP Tyler_signed 071924.pdf

scan_hhall_2024-10-02-10-51-59.pdf

Tyler Lee County, NC Munis Contract 1997.pdf

Tyler Munis Software Annual Support - Auto Renewal Agreement Letter 2015.pdf

II.E Lee County Libraries Letter of Intent to State Library of NC to apply for 25-26 LSTA Grant

RFID Grant 2025 Letter of Intent.pdf 25-26_SLNC

LSTA Letter of Intent Instructions.pdf Lee County

Library LSTA Budget 2025.pdf RFID Info Flyer.pdf

II.F Request to Accept \$225,000 from the Department of Adult Corrections

This item was moved to New Business.

52-RFP-1046637389-CCG-INTERMEDIARY AGENCY SERVICES-

LeeCo_EXECUTED.pdf

52-RFP-1046637389-CCG - INTERMEDIARY AGENCY SERVICES - Award

Letter_LeeCo.pdf

RDP Budget

II.G Approval of Budget Amendment #10/07/24/04

Budget Amendment Packet 10-07-24-04.pdf

II.H Terraquest Environmental Consultant Purchase Order Approval

355414_23853_202420Marelli20budget20proposal202800229.pdf

II.I New Lee County Library Construction Materials Testing and Special Inspection Services

NOVAs CMT SI P10727-1024070 _ Lee County Public Library 9.24.24 REV-002.pdf

II.J Lee County Libraries Non-State Entity Award Agreement for Award 247 State Aid to Public Libraries Amendment

2024 NSEA Agreement Lee County Libraries.pdf

III. PROCLAMATION PRESENTATION

III.A Proclamation Honoring Lee County Parks and Recreation Volunteer Coaches
Chairman Smith read aloud and presented a proclamation honoring volunteer coaches in Lee County to the Lee County Parks and Recreation Department.

Motion: Motion to approve the proclamation and proclaim October 6-13, 2024, as “Lee County Parks and Recreation Volunteer Coaches Week” in Lee County.

Mover: Mark Lovick

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

Absent: 1 - Robert Reives

Motion Result: Passed

IV. PUBLIC HEARING

IV.A Second Public Hearing for FY 2024 Community Development Block Grant
Sanford/Lee County Community Development Manager Karen Kennedy presented the second public hearing for the FY 2024 Community Development Block Grant. The purpose of the public hearing is to explain the CDBG grant application and allow the citizens of Lee County an opportunity to express their views concerning the proposed project application. The public hearing was properly advertised in the Sanford Herald and neither Ms. Kennedy, Lee County Assistant County Manager Jennifer Gamble, nor Lee County Clerk to the Board/Communications Specialist Hailey Hall received any written public comments during the submission window. The requested funds are proposed to be used for an application of \$950,000 for housing rehabilitation activities that benefit low- and moderate- income (LMI) persons. The project will entail five units for housing rehabilitation. The project budget will include \$855,000 for housing rehabilitation activities and \$95,000 for project administration. There is no local match requirement. The application is due October 23, 2024.

Chairman Smith opened the public hearing at 6:13 p.m.

No one spoke in favor or in opposition.

Chairman Smith closed the public hearing at 6:14 p.m.

The project may be subject to change due to the recent impacts of Hurricane Helene in Western North Carolina and contractors being needed there. Ms. Kennedy will work with the State if any changes need to be reviewed.

CDBG Notice of Public Hearing Ad #2 October 7- Lee County.pdf
Commissioners App Resolution 10 7 2024.pdf

Motion: Motion to waive the Board's policy to take action the same night as the public hearing.

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

Motion: Motion to approve the Resolution in Support of Submitting a Neighborhood Revitalization Application for FY 2024 Community Development Block Grant Funds.

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

V. PUBLIC COMMENTS

- Alan Rummel, 1001 Northview Drive (Classification and Pay Plan)

VI. OLD BUSINESS

VI.A D.R. Horton Utility Easement Request

Assistant County Manager Jennifer Gamble presented a request from D.R. Horton for a utility easement request near the future Lee County Athletic Park. They are proposing the relocation of utility lines that currently interfere with the plans for the housing development to an area that would impact an approximately 30' wide by 1,221' long easement that follows the property line between Ashby Village and the Lee County Athletic Park. The terms of the purchase and payment for consideration would be the responsibility of D.R. Horton; however, the proposed easements would be between Lee County and Duke Power and Central Electric Membership Corporation (CEMC). The utilities will be run along the same utility poles.

DR Horton Purchase Agreement - Final 9-20EB.pdf

Duke Easement Final 9-20.pdf CEMC - Utility

Easement - Final 9-20EB WP.pdf

CEMC-Duke - Exhibit A.pdf

WO44924673_Final_Construction_PDF (6) for signature.pdf

Motion: Motion to approve granting utility easements to Duke Power and Central Electric Membership Corporation on behalf of D.R. Horton for the relocation of electric utility lines to a portion of the property located at the Lee County Athletic Park and authorize the Chairman to execute the purchase agreement, easement documents, and work plan as presented, after notification to Deed of Trust Trustee.

Mover: Cameron Sharpe

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

Absent: 1 - Robert Reives

Motion Result: Passed

VII. NEW BUSINESS

VII.A Request to Accept \$225,000 from the Department of Adult Corrections

Assistant County Manager Angelina Noel and County Support Services Director Autumn Smith presented this item, which they, along with County Attorney Whitney Parrish and Re-Entry Coordinator Kristie Brayboy, have worked on extensively on the application to the North Carolina Department of Adult Corrections (DAC) for re-entry funding. The funding was awarded on behalf of Lee and Chatham counties and is expected to last for three years. The Board has already established re-entry work and positions prior to receiving the grant funding, so the County will be able to leverage these funds. Ms. Brayboy continues to reach out to non-profits and faith-based organizations to increase involvement in re-entry. Chatham did not ask for a lot of the funds, only 50% of one position and some travel; however, that could change in the future and Lee County staff will look evaluate any new requests. Re-entry services primarily serve individuals in or leaving prison and DAC. The individuals staff is working with are releasing into Lee County.

Motion: Motion to accept the \$225,000 grant funding from the North Carolina Department of Adult Corrections, DAC for Lee and Chatham County Re-entry programs.

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

VII.B Lee County Classification and Pay Plan Addition

Assistant County Manager Angelina Noel noted that all three changes requested to the Lee County Classification and Pay Plan Addition impact Community Support Services. The changes include renaming the position title of Pretrial and Re-entry Manager to address an existing position (5% funded through the Department of Adult Corrections (DAC)), adjusting the job duties of the current Re-entry Coordinator position to include case management (fully funded position through DAC), and to change the current Licensed Clinical Social Worker position to Behavioral Health Clinician due to increased needs on the clinical side. American Rescue Plan Act (ARPA) dollars will fund the difference in pay to change the third position. All these positions report to Community Support Services Director Autumn Smith, who then reports to Ms. Noel.

Pay Plan Effective October 7, 2024.pdf

Pretrial and Re-entry Manager.pdf

Re-Entry Coordinator-9-24-24.pdf

Community Behavioral Health Clinician.pdf

Motion: Motion to approve the addition of Pre-Trial and Re-Entry Manager, Reentry Coordinator, and Community Behavioral Health Clinician to the Lee County Classification and Pay Plan.

Mover: Cameron Sharpe

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

Taylor Vorbeck
Absent: 1 - Robert Reives
Motion Result: Passed

VIII. MANAGERS' REPORTS

VIII.A August 2024 Monthly Financial Report

Finance Director Candace Iceman provided the monthly financial report for August 2024, and noted that ad valorem tax collections are at 11.78% of the adopted budget.
August 2024.pdf

VIII.B Hurricane Helene Support Update

Assistant County Manager Jennifer Gamble provided an update on the support Lee County has provided to Western North Carolina impacted by Hurricane Helene. To date, the Sheriff's Office has deployed 11 deputies and one telecommunicator, and Emergency Management Director Matt Britt and the Companion Animal Shelter Trailer were also deployed. Employees in the Fire Marshal's Office and Environmental Health have registered to deploy as well. The Department of Social Services has volunteered to assist with intake for public assistance applications and Community Support Services is working with residents who were in recovery programs located in the mountains with temporary services also. Several departments have either personally donated or organized donation drives, including IT and the Tax Office. The North Carolina Association of County Commissioners has compiled numerous resources available to the public and counties on their website.

IX. COMMISSIONERS' COMMENTS

ADJOURN

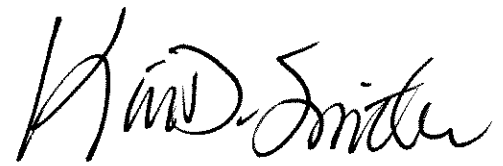
Motion: Motion to Adjourn. The Board adjourned at 7:05 p.m.

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



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board

Whitney Parrish, Deputy Clerk to the Board



CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: Honeywell

COUNTY DEPARTMENT: General Services

SUBJECT OF CONTRACT: Software Upgrade

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.

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: 
For LEE COUNTY: 

Title: Service Business Manager

Title: CHAIRMAN

Honeywell Software License Agreement

for Honeywell Enterprise Buildings Integrator / Command & Control Suite / Digital Video Manager

* Date: 08/02/2024
Customer Name: County of Lee * Honeywell Branch Name: NC20
Customer Address: 805 S. 5th Street * Honeywell Branch Address: 140 southcenter Court, Suite 300
Morrisville, NC 27560
Telephone: (919) 718-4622 Telephone: NA

Re: Honeywell Software License Agreement

Installation Name: Lee County

Job Number: 08270845

* Require manual entry

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Dear Customer:

Your new Enterprise Buildings Integrator / Command & Control Suite / Digital Video Manager system requires the use of software listed on Exhibit 1 of this form (Software).

Honeywell grants to you a limited, non-exclusive, perpetual license for the internal use of the Software with compatible equipment at the designated installation. You may make up to two (2) copies of the Software in non-printed, machine-readable form, to be used solely for archival or backup purposes.

The Software is proprietary to, and the title to the Software remains with, Honeywell and its vendor(s). You agree (1) not to violate Honeywell's and its vendors' rights in the Software; (2) not to sell, transfer, publish, display, disclose, or make the Software or any copies available to others; and (3) not to decompile, disassemble, or otherwise reverse engineer the Software. Absent Honeywell's written consent, which will not be unreasonably withheld, any attempt to transfer, assign, or sublicense this software license agreement ("Agreement") or the Software is null and void. Honeywell may terminate this Agreement upon any material breach if you do not remedy such breach within thirty (30) days after receiving notice from Honeywell; material breach to include, without limitation, the failure of Honeywell to receive full payment for the Software or any associated products and services by you or your representatives, agents, affiliates, subcontractors, vendors, suppliers, or consultants. Upon termination of this Agreement, you will immediately return the Software to Honeywell. Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell may, in any country in which it or its agents or suppliers conduct business (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with the Software, and (b) assign or transfer the rights under this Agreement. To the extent required by Honeywell, you will enable Internet connectivity between your applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consent to such connectivity. Honeywell's rights and your obligations shall survive termination of this Agreement. Should Honeywell process any personally identifiable information of you and/or your employees, agents or affiliates, you shall be the data controller and Honeywell shall be the data processor in accordance with your instructions. You agree that Honeywell may share any personally identifiable information with its affiliates and may transfer any personally identifiable information to the USA, Australia, Romania and India.

If, for a period of one (1) year, the Software does not meet Honeywell's specifications, then Honeywell, at its option, shall repair or replace the Software. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL HONEYWELL OR ITS VENDORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE AMOUNT OF LICENSE FEES PAID BY YOU HEREUNDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

To the extent this order includes Honeywell service offerings (the "Offerings"), the customer acknowledges that such Offerings may require the use of software made available by certain vendors to Honeywell ("Vendor Software"). The customer hereby accepts and agrees to each such vendor's required terms and conditions applicable to such Vendor Software (as may be amended from time to time, "Vendor Terms"), which Vendor Terms will apply to the extent customer uses or has the benefit of such Vendor Software, in each case for the benefit of such vendor, its licensors and Honeywell (which shall be deemed to have all rights of such vendor thereunder, but no obligations or liabilities of such vendor or otherwise relating to such Vendor Software); provided, that the customer's right to use or derive benefit from such Vendor Software shall terminate when customer's right to receive the Offering(s) terminates pursuant to a related service agreement between Honeywell and customer. The Vendor Terms can be

accessed at the following Honeywell Third Party Software URL:

Honeywell Third Party Software URL

Please indicate your acceptance by signing this Agreement and attached Order Form. You can order expansions, upgrades, and new Software for the designated location by completing and signing a new Order Form.

Sincerely,

Authorized and Accepted by:

Authorized and Accepted by:

Alan Sutton

Kirk D. Smith

Authorized Honeywell Signature

Authorized Customer Signature

Name: Al Sutton

Name: Kirk D. Smith

Title: Sr. Program Manager

Title: _____

Date: 08/02/2024

Date: _____

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EXHIBIT 1 – Software Component Listing

We recommend deployment of Honeywell Advanced Endpoint Security (HAES) as the anti-virus software and also Acronis or Veeam as the Back Up software. These software solution is critical to help protect your Honeywell software installation.

Below please indicate Quantity of items selected for this order.

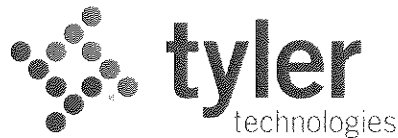
<u>Quantity</u>	<u>Item/MI</u>	<u>Description</u>
81	EBI-UPGDR3	UPGRADE UNIT RELEASE MINUS 3
2	EBI-XXCAL	Microsoft SQL CALs
1	CYB-HRMOPTOUT	HRM OPT OUT
1	CYB-HAESOPTOUT	HAES OPT OUT

CB eSpecifier Version: 24.0.5, last modified: 7/23/2024 8:59 PM
This SLA & Exhibit is printed on: 02-Aug-2024

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

Candace Juman

Finance Officer, Lee County



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. The following provisions are hereby added to the Agreement:
 - a. **Non-appropriation clause.** In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. In the event of termination for lack of appropriation, County will pay Contractor for all fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
 - b. **Dispute Resolution/Jurisdiction/Venue.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute arising under the Agreement. The parties shall cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and

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

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

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

- 4. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: Tina Mize

Name: Tina Mize

Title: Group General Counsel

Date: 07/19/2024

Lee County, North Carolina

By: Kirk D. Smith

Name: KIRK D. SMITH

Title: BOARD CHAIRMAN

Date: 10/07/2024

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

Candace Steman
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

	Year 1
Recurring Annual Fees	\$ 141,634.00

Summary

2024-477146-K2N3R4

One Time Fees

Recurring Fees

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.

**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 1 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: 

William K. Cowan
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 INFORMIX	PRICE	USERS	DAYS TRAINING	ANNUAL MAINT
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.

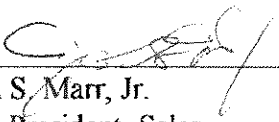
8. Warranty

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

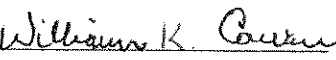
Computer Center Software
370 US Route One
Falmouth, Maine 04105

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

Date: 3-14-97

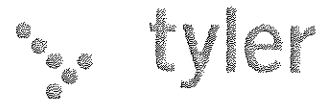
LICENSEE

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
Yamond, ME 04099

P 800 772 2260
F 207 861 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: Christopher P. Hepburn

Name: Christopher P. Hepburn

Title: Senior Vice President

Client: Lee County, NC

By: Amy M Dalrymple

Name: Amy Dalrymple

Title: Chair, Board of Commissioners

Date: 8-18-15



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.
By: Tina Mize
Name: Tina Mize
Title: Group General Counsel
Date: 7/19/2024

Lee County, North Carolina
By: Kirk D. Smith
Name: KIRK D. SMITH
Title: BOARD CHAIRMAN
Date: 10/07/2024

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

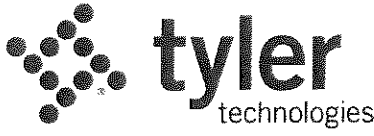
Candace Herman
Finance Officer, Lee County



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.

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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



AMENDMENT

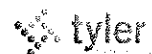
This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler" or "Contractor") and Lee County, North Carolina, with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

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

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

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

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



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

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

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

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

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

Tyler Technologies, Inc.

By: 

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: 08/08/2023

Lee County, North Carolina

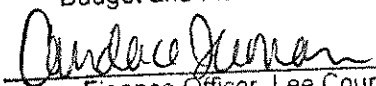
By: 

Name: Kirk D. Smith

Title: CHAIRMAN

Date: 25 July 2023

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


Finance Officer, Lee County

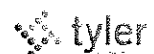




Exhibit 1
Amendment Investment Summary

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

THIS IS NOT AN INVOICE PROFORMA

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

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

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

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

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

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

Does not include any applicable taxes

Order Total: **32,626.99**

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






Lee County, NC Amendment PE 072523

Final Audit Report

2023-08-08

Created:	2023-08-08
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_aZd86zm-7IM8WFBQMRLfFLs40h_NZa6

"Lee County, NC Amendment PE 072523" History

-  Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)
2023-08-08 - 12:55:04 PM GMT - IP address: 163.116.135.154
-  Document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) for signature
2023-08-08 - 12:56:35 PM GMT
-  Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
2023-08-08 - 1:10:28 PM GMT - IP address: 163.116.144.32
-  Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
Signature Date: 2023-08-08 - 1:10:38 PM GMT - Time Source: server- IP address: 163.116.144.32
-  Agreement completed.
2023-08-08 - 1:10:38 PM GMT

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

Agreement made this 20th 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 I.

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 1 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

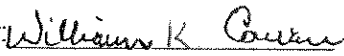
Computer Center Software
370 US Route One
Falmouth, Maine 04105

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
York, ME 04069

P 800 772 2260
F 207 761 2449

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

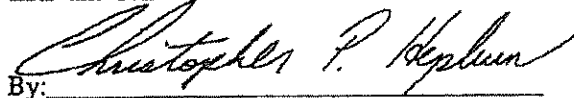
WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

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.

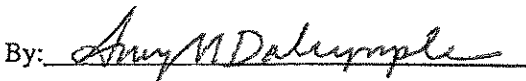
Tyler Technologies, Inc.
ERP and School Division

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

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 10/07/24/04
 DATE: October 7, 2024

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


DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenues	1100-3930-37320	Community Support Funding	-	<u>263,235</u>	263,235
				<u>263,235</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Community Support	1100-4151-41200	Salaries and Wages	106,917	53,607	160,524
Community Support	1100-4151-42100	FICA	8,180	4,101	12,281
Community Support	1100-4151-42210	Retirement	14,541	7,291	21,832
Community Support	1100-4151-42220	401K Retirement Plan	5,346	2,680	8,026
Community Support	1100-4151-42300	Group Insurance	16,992	10,620	27,612
Community Support	1100-4151-43164	Professional Services	-	91,936	91,936
Community Support	1100-4151-43410	Travel	2,500	5,000	7,500
Community Support	1100-4151-43400	Conference & Meeting Registration	2,600	5,000	7,600
Community Support	1100-4151-43964	Contracted Services	-	30,515	30,515
Community Support	1100-4151-44100	Office Supplies	3,500	10,000	13,500
Community Support	1100-4151-46412	Technology Equipment < \$5000	-	2,000	2,000
Community Support	1100-4151-46415	Equipment < \$500	610	1,500	2,110
Community Support	1100-4151-46416	Technology Equipment < \$500	300	750	1,050
General Services	1100-4262-46200	Building Improvements		<u>38,235</u>	38,235
		TOTAL CHANGES		<u>263,235</u>	


 KIRK SMITH, CHAIR




 HAILEY HALL, CLERK TO THE BOARD

NON-STATE ENTITY AWARD AGREEMENT

For Award 247 State Aid to Public Libraries

2000057929

US Treasury Expenditure Category: 6.1 Revenue Replacement

AMENDMENT #1

Grant Contract

This Agreement amends the Grant Contract between the DEPARTMENT OF NATURAL AND CULTURAL RESOURCES ("AGENCY") and the Lee County Library (the Grantee) (referred to collectively as the "Parties").

As provided for under the terms of this Agreement, the Parties agree to amend the following provisions of the Grant Contract:

FIRST: The existing Scope of Work, Attachment A shall be deleted and replaced in its entirety with the following:

Project Plan/Scope of Work/Description of Services

Session Law 2021-180 appropriated funds to the Grantee. Public Libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. The Grantee will use the **\$74,179** for materials, salaries, equipment, and operating costs, which are consistent with allowable uses outlined in 07 NCAC 02I .0202 State Aid Grants from the Aid to Public Library Fund.

SECOND: The existing Line Item Budget, Attachment B, shall be deleted and replaced with the following:

Attachment B Line-Item Budget

Revenue	
State Fiscal Recovery Funds Directed Grant	\$74,179


Expenses	Project Cost
Aid to Libraries project costs such as materials, salaries, equipment, and operating costs	\$74,179

All other terms and conditions as set forth in the original Grant Contract shall remain in effect for the duration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

In Witness whereof, the Grantee and the Agency have executed this Amendment in duplicate originals, with one original being retained by each Party.

Lee County Library



By Library Director: 10/7/24

Date
Beth List, Library Director

The type of library and its governance determine the signature required on this document:

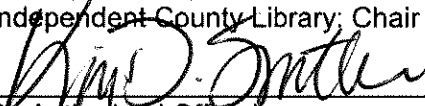
In addition to the library director:

County Library: Chair of County Commissioners

Regional Library: Chair of Regional Board of Trustees

Municipal Library: Chair of Town/City Council

Independent County Library: Chair of Board of Trustees



By Authorized Official: 10/7/24

Date
Kirk Smith, Chair of County Commissioners

FOR DNCR

By Authorized Representative: _____
Date
Josh Davis, Chief Financial Officer

By Authorized Representative: _____
Date
Michelle Underhill, State Librarian

By Authorized Representative: _____
Date
Staci Meyer, Chief Deputy Secretary

NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

North Carolina Source of Funds: Account Code: 215501 0000000



**PROCLAMATION HONORING
LEE COUNTY PARKS AND RECREATION VOLUNTEER COACHES**

WHEREAS, the Lee County Board of Commissioners and Lee County Parks and Recreation department wishes to recognize and thank the volunteer coaches of the Lee County Parks and Recreation athletics programs, and

WHEREAS, National Coaches Day is celebrated on October 6th every year, and Lee County Parks and Recreation would like to extend the celebration for the entire week, and

WHEREAS, the County Commissioners recognizes the success of Lee County Parks and Recreation athletics, which resulted in over 2,100 youth participants and 250 volunteer coaches this past year, and

WHEREAS, on behalf of the Board of Commissioners, we wish all the volunteers and participants of Lee County Parks and Recreation continued success and encourage everyone in the community to support Lee County Parks and Recreation and volunteer for this organization because, without community support, Lee County Parks and Recreation would not exist, and

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby proclaims October 6th through October 13th as *Lee County Parks and Recreation Volunteer Week* in appreciation and celebration of the valuable contributions these coaches continue to make in Lee County.

Presented this 7th day of October, 2024.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



**Resolution in Support of Submitting a
Neighborhood Revitalization Application for
FY 2024 Community Development Block Grant Funds**

WHEREAS, Lee County has previously indicated its desire to assist in community development efforts for housing within Lee County, and

WHEREAS, Lee County will apply for NC Neighborhood Revitalization Community Development Block Grant (CDBG) program funds from the Department of Commerce, Rural Economic Development Division, to benefit low to moderate income citizens with housing needs; and

WHEREAS, Lee County supports the NC Neighborhood Program and the three livability principles to help guide sustainability and resiliency; 1) Promote equitable, affordable housing 2) Support existing communities and 3) Value communities and neighborhoods, and

WHEREAS, Lee County certifies it will follow a citizen participation plan to provide for and encourage citizen participation throughout the project and has held two public hearings concerning the application for CDBG funding to benefit low and moderate income citizens, and

WHEREAS, Lee County will apply for funding of housing rehabilitation activities to support affordable housing for low-to-moderate income homeowners in Lee County, and

WHEREAS, Lee County certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program

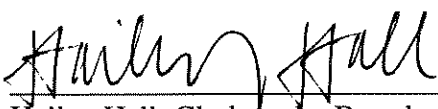
NOW, THEREFORE BE IT RESOLVED Lee County authorizes the submission of a CDBG Neighborhood Revitalization formal application to the North Carolina Department of Commerce and authorizes the Board of Commissioners Chair or County Manager to execute all documents pertaining thereto.

ADOPTED this 7th day of October, 2024, by the Lee County Board of Commissioners.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



NORTH CAROLINA, LEE COUNTY
Presented for registration on this 14th day
of Nov 20, 24 at 8:40 AM/PM
recorded in Book 38 Page 710
Pamela G. Britt, Register of Deeds