CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.
   Department: Register of Deeds
   Department contract file name (use effective date): Logan Systems, Inc., Register of Deeds, 2018/07/01
   Project Code: 940010
   Contract type: Contract
   Contracted Services/Goods: Indexing software, internet services, computers, printers and related services and needs in the Register of Deeds Office
   Contract Component: undefined
   Change Order Number/Addendum Number: Click here to enter text.
   Vendor Name: Logan Systems, Inc.
   Effective Date: 7/1/2018
   Approved by: Commissioners - approved 05/17/2018
   Ending Date: 6/30/2021
   Total Amount: Based on number of documents recorded in Register of Deeds Office.

2. Department Head or his/her designee has read the contract in its entirety.
   By: ______________________ (Department Head signature required)

3. County Attorney has reviewed and approved the contract □ X
   County Attorney has reviewed and rejects the contract □ Reason:

   This is an automatic renewal and does not require approval from the County Attorney: Yes □ No □
   △ If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes □ No □

5. Vendor has signed the contract. Yes □ X No □

6. A budget amendment is necessary before approval. Yes □ No □ X
   If budget amendment is necessary, please attach to this form.

7. Approval
   □ Requires approval by the BOC - contracts over $100,000.00. Follow Board submission guidelines.
   □ Requires approval by the Manager – contracts $100,000 or less.

8. Submit to Clerk.
   Clerk’s Office Only
   □ Finance Officer has signed the contract.
   □ The Finance Officer is not required to sign the contract.
NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this ___ day of ___________ 2018 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and Logan Systems, Inc., (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The initial term of this Agreement shall commence on July 1, 2018 and shall end on or before June 30, 2021.

2. **Scope of Service:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.

3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount as set forth in Appendix 1.

4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

   **Coverage**
   Worker's Compensation
   Statutory Limits

   **General/Professional Liability**
   $100,000 bodily injury per person (BI)
   $500,000 bodily injury per occurrence (BI)
   $100,000 property damage (PD)

   **Automobile Liability**
   $250,000 bodily injury per person (BI)
   $100,000 property damage (PD) or

   All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other
than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County’s sole discretion.

8. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

   Chatham County  
   Attn: County Manager  
   Post Office Box 1809  
   Pittsboro, North Carolina 27312

   Logan Systems, Inc.  
   Attn: Craig Sanders, President  
   Post Office Box 20844  
   Greensboro, North Carolina 27420

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. **Modifications:** This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. **Entire Agreement:** This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

13. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. **Termination:** This Agreement may be terminated as follows:

   (i) **Cause:** If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
(a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
(b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
(c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference.
(d) Lack of proper insurance as required under this Agreement.
(e) Charging rates or fees in excess of those provided in this Agreement.
(f) Inefficient, or unsafe practices in providing services.
(g) Other actions which impact unfavorably on the faithful performance of this Agreement.

(ii) **Convenience:** The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. **Annual Appropriations and Funding.** This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)
18. **E-Verify**: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

19. **Iran Divestment Act**: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

20. **Requirement to Recycle Certain Electronic Equipment**: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Caroline General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in their official capacities with legal authority to do so.

Chatham County:

By: [Signature]
Vicki McConnell, Finance Director

Contractor:

By: [Signature]
Craig Sanders, President
Logan Systems, Inc.
Post Office Box 20844
Greensboro, North Carolina 27420
Phone: 336.299.2992
Email: craigsanders@logansystems.com
APPENDIX 1
SCOPE OF WORK

Pursuant to the terms outlined below, Logan Systems agrees to provide professional services to the Chatham County Register of Deeds ("ROD") for the management of permanent records maintained by the ROD.

I. Common Terms

1. Term of the Agreement: This agreement shall cover all day-forward services described below from July 1, 2018 through June 30, 2021.
2. Services Provided: Logan Systems provides a turnkey service that includes all necessary hardware, software, training, and support. Logan Systems is currently providing these services to the Chatham County Register of Deeds, and this agreement is a continuation of the current services.
3. Training: All necessary training for both the ROD’s staff and the general public will be provided by Logan Systems at no additional charge to the County.
4. Support: Unlimited support is provided via a toll free number from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after-hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the ROD’s office. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
5. New Indexing Standards: The state of North Carolina has adopted new land record indexing standards that are effective July 1, 2012. Logan Systems has made all necessary changes to its software to comply with these new standards, and successfully completed the Secretary of State’s compliance review in November 2011. There will be no additional fee for the programming changes. In addition, if any equipment needs to be upgraded, Logan Systems will do so as part of our standard services.
6. Paper Index: Logan Systems will print a multiyear merge through June 30, 2012. If the County wants to continue to print a paper index after the new standards are effective, Logan Systems will print the year to date index each month.
7. Consumable Supplies: The cost of consumable supplies such as paper, toner, and portable media are not included in the prices listed below.
8. Ownership of Hardware and Software: All hardware and software provided as part of the professional services provided by Logan Systems remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
9. Year 2000 Compliance: Logan Systems warrants that all computer hardware and software provided by Logan Systems will be year 2000 compliant.
10. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the ROD to the newer media at no charge to the County.
11. Authorization for past Services: If Logan Systems provides any services to the Chatham County ROD prior to the effective date of this contract, the contract specifically authorizes payments for all such satisfactorily provided services. In addition, if the agreement is signed by the parties after the effective date, the agreement authorizes payment to Logan Systems for satisfactorily provided services.
12. Integration Clause: This contract represents the entire agreement between the parties. Any modification or alteration of this agreement must be done so in writing and approved by both parties.
13. **Severability:** The provisions of this contract are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.

14. **Termination for Convenience:** Prior to the expiration of the term defined above, the County may terminate this contract for any reason without explanation by providing Logan Systems with a written notice of its intent to terminate the contract. In order to be effective, Logan Systems must receive the notice of termination at least ninety (90) days prior to the proposed termination date. Logan Systems will continue to provide all services included in this contract until the termination date. The County will remain responsible for the payment of all services that are either provided or would have been provided prior to the termination of this contract. If the County does not continue to use Logan Systems’ services through the termination date, the County will remain responsible for the payment of those services based on the actual filing volumes in the ROD’s office.

15. **Ownership of Data:** Logan Systems manages the data for the ROD office. The County owns the data. If the ROD decides to use another vendor for land record data management services, Logan Systems will provide the data at no fee to the ROD in a non-proprietary format. Logan would provide copies of the data on at least two occasions. The first, upon request by the ROD in advance of the system change, to allow the new vendor to perfect conversion logic and test. The second would be the day after the Logan software is used for the last time by the ROD. This second data transfer may be only an update of new indexing and imaging data.

16. **Disaster Recovery:** Logan Systems will maintain at least one copy of all relational databases at a site not in Chatham County. Such disaster recovery copies shall be made at least once each business day after the close of normal business hours. If there is a disaster that requires the replacement of all data, Logan Systems will coordinate with the County on the logistics of the recovery and shall make a copy of data available in the County twenty-four hours after such a request. There is no additional fee for disaster recovery services.

17. **Bankruptcy of Logan Systems:** In the event that Logan Systems or Logan Systems’ assignee of this agreement files for relief under the Bankruptcy code of the United States or is involuntarily cast in an action under the Bankruptcy code of the United States, the County shall be afforded all rights available to the County under the terms and provisions of the Intellectual Property Licenses in Bankruptcy Act (Public law 100-506, October 18, 1988), as amended, and shall specifically have the unrestricted right to the following:
   a. To modify, alter or revise the Source Code to the System.
   b. To cause the trustee or the court to provide to the County all intellectual property concerning the System held or acquirable by the trustee.
   c. To use the software, Source Code, and all related media used in connection with the System pursuant to this agreement, free from any interference from LSI, its assignee, or any trustee of any court of bankruptcy.

18. **Shipping Charges:** Logan Systems will ship paper indices and ordered supplies to the ROD’s office. Logan Systems will invoice its actual cost (including volume discounts) for such shipping and shall not add any additional fee for handling charges.

19. **Site Preparation:** Chatham County shall be responsible for the timely preparation and maintenance of the installation site, including without limitation, providing adequate electrical power for all computers and peripherals, providing all necessary network cabling and firewalls, and providing adequate cooling for all servers.

20. **North Carolina Law:** This agreement shall be interpreted using North Carolina law.
II. Services Provided by Logan Systems

1. Traditional Indexing Services: Logan Systems will continue to provide traditional indexing services to the ROD's office. This system and service allows the ROD's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. Paper merges will continue to be provided on a monthly and annual basis. Indexing binders are included with this service. During the term of the contract, Logan Systems will provide enhanced software for this service, including enhanced North Carolina standards code and the ability to key verify.

2. Recepting System: Logan Systems will continue to provide a customized recepting system in the ROD's office. This system will be amended to allow for names to be compared to North Carolina indexing standard rules if desired. The system will also include the ability to search the temporary index.

3. Automated Indexing: Logan Systems will continue to provide a computer system that allows for searches of each indexing database maintained by the ROD. This system will also allow linking to scanned documents to the extent that those records have been digitized.

4. Scanning of Land Records: Logan Systems will continue to provide a scanning system that allows the ROD to scan all land records and vital records. This system allows form feeding for rapid scanning of the single sided documents mandated by current North Carolina law. In order to aid verification efforts, the system places a tag in the top left corner of the scanned page when stored.

5. Printing of Scanned Records: Logan Systems will continue to provide a printing system that will allow the County to print out all scanned records in a single or double sided format offset for binder holes. The program is adjustable so that the offset can be changed if binder sizes and/or hole locations are changed. The recording binders are included in the cost of services.

6. Index and Image Retrieval: Logan Systems will provide public retrieval terminals in the vault, with printer configuration to be determined by space restrictions. These units allow the public to access and print both indexing and imaging data, including plats. In addition, this system will allow for the retrieval of the imaged index books already scanned by Logan Systems as part of a prior conversion project.

7. Remote Access: Logan Systems will provide remote access to the public of all indexing and imaging data managed by Logan Systems, to the extent that the County and the ROD desire that remote access is provided. For security reasons, this system will be separate from the in-house indexing and image retrieval units, and will have a separate data server, maintained in Greensboro.

8. Passing of data to Other County offices: Logan Systems will work with the County's MIS/IT department to accommodate the need for certain types of data created by the ROD to be accessed by other County offices. The exact methods of accessing the data will be decided at a later date.

9. Film Conversion: The state of North Carolina requires that archival microfilm for imaged data be created and sent to the archives. Logan Systems will create archival microfilm from the imaging data sent by the ROD for processing, verification, and back up.

10. Electronic Recording: Logan Systems will provide a system to facilitate electronic recording. Logan Systems will work with the staff and electronic recording vendors to integrate electronic recording into the staff work flow. Logan Systems will provide all necessary hardware and software for this service to the office.

11. Copy Account Solution: Logan Systems will provide a copy account solution to the office, allowing prints made on our system to be processed with pre-paid copy accounts.
III. Cost for Services

1. Cost for Services: Logan Systems will bill for the ongoing services it provides on a monthly basis as follows:
   - Land Record Indexing, Receipting, Scanning, Printing, Staff Input and Retrieval, and Public Retrieval shall be provided for $4.35 per land record instrument filed.
   - Vital Statistic Record Indexing, Receipting, Scanning, Printing, Staff Input and Retrieval, and Public Retrieval shall be provided at no additional cost so long as the land record system described above is in place.
   - Additional services that are included for no additional fee include electronic recording, copy account software, archival film creation for the state archives, disaster recovery, and long term data management.
   - Remote access through the Internet will be provided for a flat fee of $500.00 per month
   - Fees for back file conversion of records will be covered by separate agreements

2. Billing in Arrears: Logan Systems bills for arrears for all of the services that it provides. Therefore, by way of illustration, services provided in July are billed in August. All invoices shall be paid in the manner and timeframe typically used by the County. However, in no case shall payment be made more than thirty days after the receipt by the County of an invoice from Logan Systems.