

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management

Department contract file name (use effective date): SouthernSoftware_EmergComms_20230420

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: CAD Licenses

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Southern Software

Effective Date: 04/20/2023

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$123,000.00

Please Return Contract to:

Name: Mike Reitz

Email:

mike.reitz@chathamcountync.gov

Special Instructions for Clerks

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

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 No

6. A budget amendment is necessary before approval. Yes No

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

SHORT TERM/SOLE PROPRIETOR
GOODS AND/OR SERVICE AGREEMENT

THIS AGREEMENT FOR GOODS AND/OR SERVICES, (this "Agreement") by and between Chatham County, ("County"), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and Southern Software Inc., whose address for notices or any other communications required or permitted hereunder is 150 Perry Drive, Southern Pines, North Carolina 28387 ("Contractor");

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

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference, and made an integral part of this Agreement;

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

1. **Term of Agreement:** The term of this Agreement shall commence on April 3, 2023 and end on June 30, 2023 unless terminated as hereinafter set forth.
2. **Scope of Work:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor the sum of \$123,000.00, payable within (30) days from receipt of a proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Depending upon the type of Services provided and number of employees, Contractor may be required to maintain insurance coverage as specified by the County. The insurance required, if any, is set forth on Appendix 2 attached hereto and incorporated in by reference and made an integral part of this Agreement. Contractor shall provide proof of the required insurance to County, naming county as *additional insured*.
5. **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 no legal authority to bind the County.
6. **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, at the address provided above. Either party may change its address for notice under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.
7. **Termination:** This Agreement may be terminated as follows:
 - (i) **Cause:** If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance 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 included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
- (d) Failure to maintain the insurance required by this Agreement.
- (e) Charging rates or fees in excess of those permitted under in this Agreement.
- (f) Inefficient, or unsafe practices in providing Services.
- (g) The material breach of any provision 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 its 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.

8. Indemnity: Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

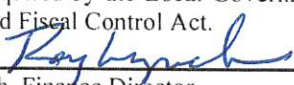
9. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

10. State and Federal Requirements; County Terms and Conditions: By signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.


11. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or agreement prepared by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

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



 Roy Lynch, Finance Director

Chatham County
 By: 

 Dan LaMontagne, County Manager

Contractor
 By: 

 Jennifer J. Meggs
 CEO
 Southern Software, Inc.
 150 Perry Drive
 Southern Pines, NC 28387
 Contact: Steve Libera
slibera@southernsoftware.com or
jbenson@southernsoftware.com

APPENDIX 1

SCOPE OF WORK: Install additional CAD and MDS software and licenses, per the proposal.

PROJECT NAME: Chatham County NC Additional CAD and MDS licenses.

SCOPE OF SERVICES: Remotely install licenses and software.

TOTAL COMPENSATION: \$123,000.00

COMPLETION DATE: no later than June 30, 2023

APPENDIX 2

Worker's Compensation
Statutory Limits

General /Professional Liability
\$ 100,000 bodily injury per person
\$ 500,000 bodily injury per occurrence
\$ 100,000 property damage

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. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications 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.

Mike Reitz

From: Ann Hammack
Sent: Wednesday, April 19, 2023 8:06 AM
To: Mike Reitz
Subject: Southern Software
Attachments: Chatham County and Southern Software Contract for Additional CAD Licenses 20230321.docx

Mike,

Bob has approved the attached. It includes updated insurance language in Appendix 2 as Julie approved the COI.

Ann Hammack

County Paralegal
Chatham County Government
County Manager's Office
Email: Ann.Hammack@chathamcountync.gov
919-545-8308 (Phone) | 919-542-8272 (Fax)
Chathamcountync.gov
12 East Street | P.O. Box 1809
Pittsboro, NC 27312

In keeping with the NC Public Records Law, e-mails, including attachments, may be released to others upon request for inspection and copying.

Mike Reitz

From: Lindsay Ray
Sent: Tuesday, March 7, 2023 8:44 AM
To: Mike Reitz
Cc: Lacey George; Lindsay Ray
Subject: Approved agenda item

The following agenda item was approved at the 03.06.2023 BOC Meeting.

23-4693	1	Agenda Item	Vote to approve competitive bid exemption and sole source for Southern Software Inc., for development fees.
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Lindsay K. Ray

Clerk to the Board of Commissioners
Chatham County Government
County Manager's Office
Email: Lindsay.ray@chathamcountync.gov
919-545-8302 (Phone) | 919-542-8272 (Fax)
www.Chathamcountync.gov
12 East Street | P.O. Box 1809
Pittsboro, NC 27312

Please note, my Chatham County email address has changed. Please update my contact information in your system. My new Chatham County email address is Lindsay.ray@chathamcountync.gov

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