

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. 07/01/2024

Project Code: 940010

Contract type: Contract

Contracted Services/Goods: Software

Contract Component: undefined

Change Order Number/Addendum Number: [Click here to enter text.](#)

Vendor Name: Logan Systems, Inc.

Effective Date: July 1, 2024

Approved by: undefined

Date approved by the BOC: [Click here to enter text.](#)

Ending Date: 6/30/2027

Total Amount: Per contract

Please Return Contract to:

Name: Lunday Riggsbee

Email: lunday.riggsbee@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

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this _____ day of _____, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Logan Systems, Inc. (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the 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 premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2024 and end on June 30, 2027, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (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 the County, the County shall pay the Contractor the sum of SEE APPENDIX 1, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

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.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

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 confidential 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. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. 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.
8. 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.
9. 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.
10. 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, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Contractor Name: Logan Systems, Inc.
Attn: Brian Robinson or President of Logan Systems
Address: 4003 Clifton Road
City, State, Zip Code: Greensboro, NC 27407
Phone: 336-299-2992
Email: brianrobinson@logansystems.com

11. 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 the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. 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.
14. 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 provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - a. 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:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. 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.

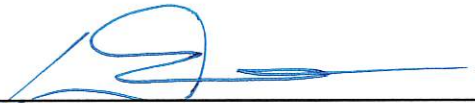
- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior 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 provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

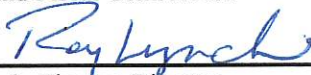
- 16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
- 17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an 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.
- 18. State and Federal Requirements: 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.
- 19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided 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.


CHATHAM COUNTY

By: 
 Dan LaMontagne, County Manager

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


 Roy Lynch, Finance Director

CONTRACTOR

By: 
 Name: Craig Sanders
 Title: President

APPENDIX 1

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, 2024 through June 30, 2027.
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. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the ROD to the newer media at no charge to the County.
10. Authorization for Past Services: If 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.

11. 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.
12. 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.
13. 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 thirty (30) 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.
14. 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.
15. 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.
16. 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.
17. 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.
 18. 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.
 19. 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 ensure 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. Receipting System: Logan Systems will continue to provide a customized receipting 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 currently requires that archival microfilm for imaged land record data be created and sent to the archives. As long as this archival film is required by law, 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 the following costs:
 - a. \$4.57 per land record instrument filed in Fiscal Year 2025
 - b. \$4.70 per land record instrument filed in Fiscal Year 2026
 - c. \$4.84 per land record instrument filed in Fiscal Year 2027
 - 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:
 - i. \$525.00 per month in Fiscal Year 2025
 - ii. \$541.00 per month in Fiscal year 2026
 - iii. \$557.00 per month in Fiscal Year 2027
 - 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.

APPENDIX 2

INSURANCE REQUIREMENTS

Worker's Compensation
Statutory Limits

Automobile Liability
\$250,000 bodily injury per person
\$100,000 property damage

General / Professional Liability
\$ 100,000 bodily injury per person
\$ 500,000 bodily injury per occurrence
\$ 100,000 property damage
\$1,000,000 errors and omissions and
negligent performance

NOTE: The above amounts are the minimum amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a vendor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a vendor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the vendor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.

APPENDIX 2
INSURANCE REQUIREMENTS

Due to the nature of the Services, the County is not requiring the Contractor to provide proof of insurance.