FRANKLIN COUNTY
BOARD OF COMMISSIONERS

Tuesday
September 8, 2020

Due to the COVID-19 pandemic, the meeting will be held solely by electronic means. Please see below for detail.

The public will not be allowed to physically attend this meeting; however, the meeting will be livestreamed on YouTube at **http://franklincounty.today**. Citizens may also view or listen to the meeting via Zoom.

Join Zoom Meeting
https://us02web.zoom.us/j/81639658146

Join Via Telephone
1-301-715-8592
1-312-626-6799

Webinar ID: 816 3965 8146

6:55 P.M. - Season of Prayer - Commissioner Mark Speed

7:00 P.M. - Official Meeting Begins - Call to Order

Pledge of Allegiance

Roll Call – Chairman Sidney Dunston

Please note each vote requires a roll call vote

1. CONSENT AGENDA

A. June 4, 2020 Minutes (correction of minutes)
B. 2021 Board of Commissioners Meeting Schedule
C. Completion of Upset Bid Process on Parcel 026264
D. Budget Ordinance Amendment #2 (Pursuant to North Carolina General Statute 159-15, the County Finance Officer is requesting a budget ordinance amendment in the amount of $578,656.)
E. Coronavirus Relief Fund Project Budget Ordinance Amendment No. 1 in the amount of $1,352,443
F. Business Information Systems Contract (multiyear contract)
G. Planning Department Copier Lease with Document Systems, Inc. (authorize County Manager to execute multiyear contract)

2. COMMENTS FROM THE PUBLIC

This is the time set aside by the Board of Commissioners to allow individuals to address the Board on issues concerning the county.

Members of the public who would like to make public comments MUST register by emailing publiccomments@franklincountync.us before 12:00 pm (noon) on Tuesday, September 8, 2020. You must include your name, address, comment topic, phone number you will be calling from and email address. You will be recognized (by video or phone call using the instructions listed at the beginning of this agenda) for comments in the order that you registered. The time limit for each speaker shall be five minutes with a total time limit set aside for informal public comments totaling 30 minutes. Vulgarity and abusive comments will not be tolerated.

3. UPDATE: COVID-19

Health Director Scott LaVigne will provide an update on the pandemic.

ACTION REQUESTED: None.

4. UNIFIED DEVELOPMENT ORDINANCE (UDO) UPDATE

The Board of Commissioners allocated $125,000 within the current budget for updates to the UDO which are required as part of recent State legislation related to NCGS 160D as well as the completion of the County's Comprehensive Development Plan (CDP). Following the Request for Qualifications process where five proposals were reviewed, staff is recommending awarding the contract to Stewart Engineering Inc. based upon their previous experience and project approach. The contact amount is $118,250.

ACTION REQUESTED: Consider approval of a contract with Stewart Engineering Inc. to provide updates to the Unified Development Ordinance in the amount of $118,250.

5. OTHER BUSINESS

6. BOARD, MANAGER AND CLERK'S COMMENTS

This is the time set aside for the Board of County Commissioners, the County Manager, and the Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

7. CLOSED SESSION

The Board is asked to conduct a closed session pursuant to North Carolina General Statute 143-318.11 (a) (3) Attorney-Client Privileged Communication.

June 4, 2020

Due to the COVID-19 virus pandemic, the Board of Commissioners of Franklin County, North Carolina, met for its Recessed Meeting at 3:00 P.M. via an electronic meeting (Zoom) with the following Commissioners present: Chairman Sidney E. Dunston, Vice-Chair Shelley Dickerson, Cedric K. Jones, Sr., David Bunn, Harry L. Foy, Jr., Mark Speed and Michael Schriver.

The public was not allowed to physically attend this meeting; however, the meeting was livestreamed on YouTube at http://franklincounty.today. Citizens were also able to view or listen to the meeting via Zoom.

Chairman Dunston called the meeting to order.

1. 2020 TOURISM DEVELOPMENT AUTHORITY AUDIT CONTRACT

The Board was asked to consider approval of the TDA Audit Contract.

Commissioner Schriver made a motion to approve the TDA Audit Contract, seconded by Commissioner Bunn. The motion duly carried approval with all present voting "AYE."

2. 2020-2021 PROPOSED BUDGET

On June 1, 2020, the Board conducted a public hearing on the proposed 2020-2021 budget. Now that the required 24 hours has passed in order to allow for additional public comment, the Board can take action on the document. It was noted that no additional comments were received.

Commissioner Jones made a motion to approve the 2020-2021 budget ordinance as presented, levying a general fund rate of 80.5 cents per one hundred dollars valuation of property listed for taxes as of January 1, 2020 and approval of a general fund budget totaling $88,899,961. The motion was seconded by Commissioner Speed and was approved 5 to 2. Commissioners Bunn and Schriver voted in opposition.

3. REZONING REQUEST (20-REZ-01 YOUNGSVILLE)

On June 1, 2020, the Board conducted a public hearing regarding a rezoning request by Franklin County Planning Staff to incorporate the previous (Zoning) Extraterritorial Jurisdiction of the Town of Youngsville into Franklin County's zoning jurisdiction.

Now that the required 24 hours has passed in order to allow for additional public comment, the Board can take action. It was noted that no additional comments were received.

Commissioner Schriver made a motion to approve the rezoning request, seconded by Commissioner Jones. The motion duly carried approval with all present voting "AYE."

4. OTHER BUSINESS

No other business was discussed.

5. CLOSED SESSION

The Board was asked to conduct a closed session pursuant to North Carolina General Statute 143-318.11 (a) (3) Attorney-Client Privileged Communication.

Commissioner Bunn made a motion to enter into closed session, seconded by Commissioner Schriver. The motion carried 6 to 1, with Commissioner Foy voting in opposition.

Following closed session, Commissioner Bunn made a motion to enter back into open session, seconded by Commissioner Speed. The motion duly carried with all present voting "AYE."

Commissioner Schriver then made a motion to approve a resolution authorizing the filing of an application for approval of a lease agreement authorized by North Carolina General Statute 153A-165 (detailed below) and in addition, request to allow the County Manager to complete the lease negotiations with appropriate review by the County Attorney and contingent on Local Government Commission approval, request to allow the County Manager authority to enter into the lease. The motion was seconded by Commissioner Bunn and duly carried approval with all present voting "AYE."

RESOLUTION FOR LEASE AGREEMENT

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A LEASE AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 153A-165

BE IT RESOLVED by the Board of County Commissioners of Franklin County as follows:

Section 1. The Board of Commissioners does hereby find and determine as follows:

(a) The County of Franklin, North Carolina desires to enter into a Lease Agreement with JMD Housing L.L.C. for the purpose of leasing certain space for use as county office space to better serve the citizens of Franklin County; and

(b) The Lease Agreement will provide space needed to potentially serve several departments; and

(c) Entering into the Lease Agreement is preferable to a general obligation bond and revenue bond issue in that the County will not be the owner of the property to be leased; and

(d) It has been determined by the Board of Commissioners that the funds needed for this Agreement are adequate and not excessive; and

(e) The debt management and fiscal policies of the County have been carried out in strict compliance with law, and the County is not in default under any obligation for repayment of borrowed money; and

(f) No tax rate increase is expected to be necessary to pay the County's obligation under the Lease Agreement; and

Section 2. To the extent the Lease Agreement is subject to the requirements of NC General Statute Chapter 159, Article 8, the Franklin County Board of Commissioners hereby authorizes, ratifies and approves the filing of an application with the Local Government Commission for approval of the Lease Agreement and requests the Local Government Commission to approve the Lease Agreement pursuant to NCGS 159-151.

Section 3. This Resolution shall take effect immediately upon its passage.

Commissioner Speed then made a motion to adjourn, seconded by Commissioner Schriver. The motion duly carried approval with all present voting "AYE."

Sidney E. Dunston, Chair

Kristen G. King, Clerk to the Board

(blank page)

ITEM 1-B

Franklin County
NORTH CAROLINA
A Research Triangle Region Community

2021 Schedule
Board of Commissioners
Meetings

Meeting Date (First and Third Monday)	**Agenda Items Due** (Seven working days prior to agenda delivery date - Tuesdays unless otherwise noted due to holidays)	**Agenda Delivered to Board** (Wednesday prior to Monday meeting unless otherwise noted due to holidays)
January 4	December 22	December 30
January 19 (Tuesday) (Monday, January 18 is Martin Luther King, Jr. Holiday)	January 5	January 13
February 1	January 19	January 27
February 15	February 3	February 10
March 15	March 2	March 10
April 5	March 23	March 31
April 19	April 6	April 14
May 3	April 20	April 28
May 17	May 4	May 12
June 7	May 25	June 2
June 21	June 8	June 16
July 6 (Tuesday) (Monday, July 5 is observed as Independence Day Holiday)	June 22	June 30
August 2	July 20	July 28
August 16	August 3	August 11
September 7 (Tuesday) (Monday, September 6 is Labor Day Holiday)	August 24	September 1
September 20	September 7	September 15
October 4	September 21	September 29
October 18	October 5	October 13
November 1	October 19	October 27
November 15	November 2	November 10
December 6	November 23	December 1

Meeting dates are subject to change as deemed necessary by the Board of Commissioners.

NACo Legislative Conference – February 20 - 24, 2021
NACo Annual Conference – July 16 - 19, 2021
NCACC Annual Conference – August 12 - 14, 2021

ITEM 1-C

Revised 4/2020

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: September 8, 2020 # of attachment (s) _____

Item Title (as it should appear on the agenda): Completion of Upset Bid Process on Parcel 026264

Initiated by (Name, Job Title): Kristen G. King, Clerk to the Board

Board action proposed: Approve final sale for Parcel 026264.

Is this a consent agenda item? ☒ Yes ☐ No

Is a public hearing needed? ☐ Yes ☒ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☐ County Manager ☐ County Attorney ☐ Finance Director

Summary of Request:

The Upset Bid process for Parcel 026264 has completed with the highest bid being $16,500 by Akeem Bolarinwa of 1145 Lake Royale, Louisburg. This county-owned parcel is a two-acre tract of land, located off Vaiden Road, Louisburg with a 2020 tax value of $16,500. The property is a vacant lot. At the August 17, 2020 meeting of the Board of Commissioners, it was resolved to initiate the upset bid process on this parcel. Pursuant to NCGS 160A-269, this process has been completed with the final bid amount being $16,500.

FOR OFFICE USE ONLY:

☐ APPROVED

☐ DENIED

ACTION:_____ DATE: _____

STATE EMPLOYEES' CREDIT UNION
00097 Louisburg

CASHIER'S CHECK

053557

DATE: July 08, 2020

66-7704/2531

PAY TO THE ORDER OF FRANKLIN COUNTY

$********825.00

**** EIGHT HUNDRED TWENTY FIVE DOLLARS AND 00 CENTS

VOID AFTER 180 DAYS

REMITTER: AKEEM BOLARINWA

MEMO:

AUTHORIZED SIGNATURE

⑈053557⑈ ⑆253177049⑆0861990972 4⑈

JUL 08 2020

OFFER TO PURCHASE

The undersigned hereby submits this Bid to purchase the following described property from Franklin County, North Carolina:

Franklin County Tax Parcel ID: 026264

Franklin County prior Deed Reference (if available): Book _____ Page _____

Street Address: VAIDEN RD

My Bid Price is: $16,500

I submit the following deposit: $ $825
A minimum of 5% of the bid amount. This must be certified or cashier's check made payable to Franklin County.

I understand that this bid is submitted to Franklin County under the terms of Franklin County's Resolution for the sale of real estate. It is sold "AS IS WHERE IS" with no warranties. I will comply with said terms and I understand that if I am the last and highest bidder, and if the Franklin County Board of Commissioners accepts my bid, title to said property will be ' conveyed by NON WARRANTY DEED and that the County does not make any warranties or I guaranties of any sort, kind or nature.

This bid must be advertised and is subject to upset bids as provided by said Resolution. If I am not the highest bidder, my deposit will be returned to me. If I am the last and highest bidder, I am required to close within 30 days of the Commissioners accepting my bid. The purchase price must be by cashier's or certified check made payable to Franklin County.

This the 8 day of July, 2020

Bidder's name, address and phone #

_____(SEAL)

Akeem Bolarinwa

1145 Lake Royale Louisburg NC

Phone #: 252-478-7818

ITEM 1-D

Finance Office
Jamie Holtzman, Finance Director
113 Market Street
Louisburg, NC 27549
Phone: 919.496.3182

Amendment to the Franklin County Budget Ordinance
2020/2021
Amendment No. 2

BE IT ORDAINED by the Franklin County Board of Commissioners pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

SECTION 1 of the Franklin County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Communications Center	$	215,742
Fire Protection		$20,960
Sheriff Department		$24,919
Health Department		$162,011
DSS - Emergency Food & Shelter		$55,226
Board of Election		$99,798
Total	$	578,656

Increase/(Decrease) Revenues:

Emergency Food and Shelter for Utilities (CARES) Grant		32,749
Emergency Food and Shelter for Rent (Phase 37) Grant		22,477
BOE CARES Act Grant		99,798
COVID19 Health Dept Grant		162,011
NCDPS Coronavirus Emegrency Supplemental Funding Grant	$	24,919
Fund Balance Appropriated	$	236,702
Total	$	578,656

This Amendment:

* appropriates funds to the Communications Center budget for Radio Terminal Maintenance Agreement, Radio Terminal Repairs and Training Video Proposal that was approved at the August 3rd Board of Commissioners Meeting.

  Funding Source: Fund Balance Appropriated

* appropriates funds to the Fire Protection budget for additional funding requested by the NC Forestry Service that was received after the budget was presented.

Funding Source: Fund Balance Appropriated

* appropriates funds to the Sheriff budget for a 2020 Coronavirus Emergency Supplemental Funding Grant.

Funding Source: NC Department of Public Safety
Governor's Crime Commission

* appropriates funds to the Health Department budget for an additional COVID grant for enhancing detection activities .

Funding Source: NC Division of Public Health
Epidemiology/Communicable Disease Branch

* appropriates funds to the Social Service Programs budget for an additional Emergency Food and Shelter Program Grant.

Funding Source: United Way Emergency Food and Shelter Program

* appropriates funds to the Board of Election budget for a CARES Act grant received.

Funding Source: North Carolina State Board of Elections

SECTION 2: Copies of this amendment shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

_____

SIDNEY E. DUNSTON, CHAIRMAN

_____

KRISTEN KING, CLERK

ITEM 1-E

Finance Office
Jamie Holtzman, Finance Director
113 Market Street
Louisburg, NC 27549
Phone: 919.496.3182

Amendment to the Franklin County Coronavirus Relief Fund Project Budget Ordinance
Amendment No. 1

BE IT ORDAINED by the Franklin County Board of Commissioners pursuant to North Carolina General Statutes 159-26 (b)(2), the following amendment be made to the Coronavirus Relief Fund (CRF) Project ordinance.

SECTION 2 of the Franklin County Coronavirus Relief Fund Project Budget Ordinance shall be amended as follows:

Increase/(Decrease) Revenues:

Coronavirus Relief Fund CARES Act Grant	$ 1,352,443
Total	$ 1,352,443

SECTION 3 of the Franklin County Coronavirus Relief Fund Project Budget Ordinance shall be amended as follows:

Increase/(Decrease) Appropriations:

Salaries	$ 819,632
Distribution to Towns	532,811
Total	$ 1,352,443

This Amendment:

* recoginizies the second round of Coronavirus Relief Fund grant payments to Franklin County.

SECTION 4 Copies of this amendment shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

_____
SIDNEY E. DUNSTON, CHAIRMAN

_____
KRISTEN KING, CLERK

ITEM 1-F

Revised 4/2020

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: September 8, 2020

# of attachment (s) 1

Item Title (as it should appear on the agenda): Business Information Systems Contract for Tax Office (multiyear contract)

Initiated by (Name, Job Title): Daniel A. Williams, Tax Administrator

Board action proposed: Approval and execution of contract

Is this a consent agenda item? ☒ Yes ☐ No

Is a public hearing needed? ☐ Yes ☒ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☒ County Manager ☒ County Attorney ☒ Finance Director

Summary of Request:

This multiyear contract is an agreement between Business Information Systems and the Franklin County Tax Office to provide credit card, debit card and electronic check processing in real time. Currently, electronic payments are handled by Voice Data Solutions and are accomplished via batch processing. This format results in delays between citizen payments and customer account updates. This change will provide a more seamless transaction and a better overall customer experience.

FOR OFFICE USE ONLY:

☐ APPROVED

☐ DENIED

ACTION:_____ DATE: _____

Merchant Credit/Debit Card Agreement

This agreement is made on this ___ day of _____, 2020 between Business Information Systems, a Tennessee General Partnership, (COMPANY) 333 Industrial Park Road, Piney Flats, Tennessee 37686, and Franklin County, NC Tax Administration (CLIENT).

- WHEREAS, the CLIENT desires to obtain the services of the COMPANY; and

- WHEREAS, the COMPANY has expertise which may be valuable to CLIENT and desires to use such expertise to Install and maintain a Credit/Debit Card for payments collected for the CLIENT via the web; and

- NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows;

SCOPE OF WORK

The COMPANY shall be authorized as the exclusive Merchant for the process of credit cards, debit cards and e-checks by CLIENT. The COMPANY will provide CLIENT's customers web access to pay by credit card, debit card, and e-check via the web. The COMPANY will develop and maintain the system and train the CLIENT personnel employed to use the web payment reporting tools. CLIENT understands that the COMPANY will charge a percentage for each transaction and will not be required to remit any funds to CLIENT for this service. (See Statement of Work (SOW) in "Attachment A" for a detailed account of Services provided in this agreement).

Payment Terms

- COMPANY will charge 2.4% for Credit and Debit transactions, and $2.50 for e-check transactions processed by the COMPANY for any other collections which will be collected directly from CLIENT's customers via the web site, IVR, and counter swipe. Convenience fee may be subject to adjustments with prior notice. CLIENT is responsible for any charge-backs.

Performance. COMPANY will perform the services necessary to complete the Project in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that COMPANY deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that COMPANY chooses to complete the Project are in COMPANY's sole discretion and control.

Statement of Work (SOW). If CLIENT and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("**SOW**") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

Refund Polices. See "Attachment B" for BIS Refund Policies regarding commerce interchange.

1. INDEMNITY

Business Information Systems will indemnify and hold the County harmless from any and all claims, actions, liabilities, and expenses caused by resulting from or alleging negligent or intentional acts to the extent allowed by law.

2. PROPRIETARY RIGHTS

The COMPANY acknowledges that it shall not receive any proprietary rights in the documents of CLIENT. These documents shall remain sole and exclusive property of the CLIENT. CLIENT does agree that it will not enter into another arrangement or contract with any other entity for the processing of credit card, debit card and e-check in-house or via the Internet or the Worldwide Web.

3. TERM AND TERMINATION

This agreement shall commence on October 1, 2020, and shall continue in full force and effect for a period of two (2) years. Thereafter, this agreement will auto renew for periods of (1) one year until terminated by either party by a 90 day written notice.

4. INTELLECTUAL PROPERTY RIGHTS

CLIENT shall have no right to sell/rent out/lend or in any way transfer or assign the right to use the Program or any right or obligation under this Agreement to any third party. CLIENT shall not reverse engineer, disassemble or decompile the Program without permission from COMPANY. Should COMPANY cease to exist or enter into bankruptcy the System and programs owned by COMPANY will be made available to CLIENT. All Systems and programs not belonging to COMPANY shall fall under the support or upgrade policies offered by the owner of such packages. (Example: Windows).

5. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein.

6. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

7. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of North Carolina.

8. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

9. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.

10. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

12. VENDOR RELATIONSHIP

COMPANY's relationship with CLIENT will be that of a Vendor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY (a) is not the agent of CLIENT; (b) is not authorized to make any representation, contract, or commitment on behalf of CLIENT.

13. CONFIDENTIAL INFORMATION

COMPANY agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by CLIENT, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining CLIENT's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to COMPANY's personnel who need to know such information in connection with their work for CLIENT; and (d) will not remove any tangible embodiment of any Confidential Information from COMPANY's premises without CLIENT's prior written consent; and (e) will, with reasonable care and skill using standard business practices, secure any confidential information received from CLIENT or it's customers while performing the services stated within this agreement. "**Confidential Information**" includes, but is not limited to, all information related to CLIENT's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between CLIENT and any third party; and (v) all such information related to any third party that is disclosed to CLIENT or to COMPANY during the course of CLIENT's business ("**Third Party Information**"). Notwithstanding the foregoing, it is understood that COMPANY is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and COMPANY's own skill, knowledge, know-how, and experience.

14. COMPLIANCE WITH E-VERIFY REQUIREMENTS

The Vendor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires 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.

15. IRAN DIVESTMENT ACT CERTIFCATION

Vendor hereby certifies that Vendor is not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Vendor shall not utilize any subcontractor/vendor that is identified on the List.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

The COMPANY (Business Information Systems, A Tennessee General Partnership)	**CLIENT**
By: _____	By: _____
General Partner	
Title: _____	Title: _____
Name: _____	Name: _____
Print	Print

ATTACHMENT A

STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (this "**SOW**") is entered into by and between the undersigned CLIENT and COMPANY pursuant to the Agreement (the "**Agreement**") governing the following Project:

Customer:	Franklin County, NC Tax Administration
BIS Project Name:	Credit Card Processing

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise. The information in this SOW shall be considered Confidential Information under the terms of the Agreement.

1 Project Description
This Project is the Online and Over-the-counter Payment System for credit card and debit card and e-checks.

2 Scope of Services

- Process all credit card/debit card and e-check transactions as merchant
- On-line payments will be posted real-time by BIS as agreed upon
- Provide CLIENT with transaction reporting tools
- Setup, host, and support your on-line account inquiry and payment website; BIS reserves the right to make final decision on web site setup, additions, changes, etc., requested.
- CLIENT's members will be able to access up-to-date account information via website.

3 Deliverables
The Project will be delivered as a complete service for processing credit cards through a secure web site portal accessible from the CLIENT's portion of the Webfeepay.com web site hosted by BIS. The CLIENT will have the ability to log onto the online service for retrieving transactions files and for reporting of transactions for reconciliation of transactions.

4 Duration of Services
This Project will be started at the date of contract signing. The "Go Live" date for online credit card acceptance will commence when CLIENT's web site portion of Webfeepay.com is complete and signed off by CLIENT and will continue until termination of contract.

ATTACHMENT B

Commerce Interchange Refund Policies

Refunds

BIS will only refund or be responsible for transactions that are caused through system error. Fraudulent payments, disputed payments, overpayments, multiple payments, and other user errors will be the responsibility of CLIENT for settling refunds or credits. BIS' sole responsibility is as the payment processor and does not offer fund guarantees or collection services. BIS will assist CLIENT in any payment disputes that may arise through this service.

Any and all requests for transaction Refunds must be submitted via support request to BIS. Requests made via email will not be processed.

CLIENT must designate at least two (2) staff employees who are authorized to request a Refund. For security reasons, only authorized designees requests will be processed. All requests must be verified by sending an email through an authorized email account.

Refunding Procedure:

A refund request by an authorized person must be submitted with:

- Date of transaction (not date of payment).
- Name of end user.
- The transaction number and/or the last four (4) digits of the Credit Card. For security purposes please only include the last 4 digits of the Credit Card.
- The account number should be submitted. The customer who is doing the transaction may not be the same as the person paying for the transaction.
- A valid reason for a return.

Please list the authorized employees:

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

ATTACHMENT C

Client Information

Tax ID number: _____

Please fill out and return the following questionnaire to BIS via email, mail or fax to:
OnlineServices@bisonline.com, or Fax 866-855-5999 BIS 333 Industrial Park Road, Piney Flats, TN 37686

Customer Information:

Entity Name:	Office Hours:	
Mailing Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Office Contact:	Email:	
Computer Vendor/ Administrator Name:		Phone Number:
Type of Systems Online:		

Banking Information:

Bank Name and Office Used:		
Mailing Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Routing Number: (Must be 9 digits)		Account Number:
2nd Bank Name and Office Used:		
Mailing Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Routing Number: (Must be 9 digits)		Account Number:
3rd Bank Name and Office Used:		
Mailing Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Routing Number: (Must be 9 digits)		Account Number:

Please fill out each bank account your office uses and specify the office. (Ex: Tax Collection, Courts, Sanitation.)

BIS Internal Use: This section must be completed by the account rep.

BIS Sales Rep: David Casaday

MPA Required: Yes

If MPA is required the following must be answered

Customer Type: Existing Customer

Service Type: Online and Counter

Department: Tax

Merchant Type: First Data & Amex

Please complete and return to your sales rep or to our Accounts Receivable Department at accountsrecievable@bisonline.com

General Information:

Federal Id Number:	State Sales Tax Id:	
Is Your Organization Tax Exempt?	☐ Yes (Certificate Required) ☐ No	
Company Name:		
Contact Name:		
Billing Address:		
City:	State:	Zip Code:
Shipping Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
E-mail Address:	Web Page:	

Billing Preferences:

☐ Paper Billing to the Address Above	☐E-Billing to the email address(es) below
Email:	Email:
Email:	Email:

Authorized Individual (Signature) Print Name Title Date

ATTACHMENT D

Banking Change Request Policy

Banking Changes

BIS will only change banking information when the request is received from and verified by an authorized account administrator that has been designated by the CLIENT.

CLIENT must designate at least two (2) staff employees who are authorized to request a Banking Change. For security reasons, only authorized designees requests will be processed.

Any and all requests for Banking Changes must be submitted via support request to BIS via email, fax or mail:

- OnlineServices@bisonline.com
- Fax: 866-855-5999
- Mailing Address: 333 Industrial Park Road, Piney Flats, TN 37686.

All requests once received by BIS will also be verified by phone.

Banking Change Request Procedure:

- CLIENT must obtain a Change Request Form from BIS
- CLIENT must email, fax or mail the Change Request Form to BIS Support
- BIS shall verify the request information by calling CLIENT's authorized account administrator.
- Once verified, BIS shall process the Change Request

Please list the authorized personnel:

Name	Email	Phone

ITEM 1-G

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

Lease Agreement

xerox

Supplier Name & Address: Document Systems, Inc.	
Owner: **XEROX FINANCIAL SERVICES LLC** - 201 Merritt 7, Norwalk, CT 06851	Agreement Number: 107481

CUSTOMER INFORMATION

Full Legal Name: FRANKLIN, COUNTY OF			Phone:
Billing Address: 215 E NASH ST			Contact Name:
City: LOUISBURG	State: NC	Zip Code: 27549-2554	Contact Email:

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	C8135H w/ Faxing		

Equipment Location (if different from Billing Address):

TERM	LEASE PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION - ('FMV' unless otherwise noted)
Initial Term: (in months) 60	Lease Payment (plus applicable taxes): $119 Frequency: Monthly	FMV

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X:	Date:	**Federal Tax ID # (Required):**
Print Name:	Title:	

OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title:	Date:

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or $25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ('Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a $1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement.** XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a $1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed $250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

10. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a $1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

11. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. Default and Remedies. You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least $2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.**

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.**

15. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

17. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

xerox

For use with only with Leases that are part of a transaction under PEPPM Contract 528897-300* for all states except CA, and PEPPM Contract 528899-188* for California.

RE: AMENDMENT TO AGREEMENT # _____107481_____; (the "Agreement")

This is an amendment to subject Agreement between _____County of Franklin_____, **("Customer")** and Xerox Financial Services LLC, **("Owner"),** dated and effective as of _____. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

The phrase in the End of Agreement Options section:
(b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify.

Is replaced with:
(b) return the Equipment within 30 days of the End Date, at your expense not to exceed $1,750 per individual unit of Equipment, fully insured, to a continental US location XFS shall specify.

The Risk of Loss and Insurance section is replaced with the following:
You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof ("Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS or under an XFS-approved self-insurance program. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

The following is added:
Non-Appropriation. Your obligation to remit the Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in the return provisions of this Agreement.

ACCEPTED AND ACKNOWLEDGED:

CUSTOMER ACCEPTANCE	**OWNER ACCEPTANCE**
Authorized Signor: _____	Accepted by: _____
Print Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signor for the Lease Agreement and this Amendment must be the same.

*Valid through 12/31/2021

Revised 4/2020

Franklin County Commissioner's Agenda Information Sheet

ITEM 4

Requested Meeting Date: September 8, 2020

# of attachment (s) 1

Item Title (as it should appear on the agenda): Unified Development Ordinance (UDO) Update

Initiated by (Name, Job Title): Scott Hammerbacher, AICP, Planning & Inspections Director

Board action proposed: Consider approval of a contract with Stewart to provide updates to the Unified Development Ordinance

Is this a consent agenda item? ☐ Yes ☒ No

Is a public hearing needed? ☐ Yes ☒ No

Has this item been reviewed by the appropriate staff? Please check all that apply.

☒ County Manager ☒ County Attorney ☒ Finance Director

Summary of Request:

Staff is requesting consideration of awarding a contract to Stewart Engineering, Inc. in the amount of $118,250 following completion of a Request for Qualifications process in which five proposals were received. Following a review of submittals, staff is recommending awarding a contract to Stewart Engineering, Inc. based upon the previous experience and project approach. The Board of Commissioners allocated $125,000 within the current budget for updates to the UDO which are required as part recently State legislation as related to NCGS 160D as well as the completion of the County's Comprehensive Development Plan (CDP.) Specifically, the CDP recommended the following:

GLM 4 - **Update regulatory tools to facilitate plan implementation**

- Review the County Code of Ordinances to determine changes needed to remove or amend provisions that are in conflict with the intent of the policies recommended in the CDP.
- Strengthen the Unified Development Ordinance (UDO), which is one of the most effective tools to employ in implementing the CDP. (Refer to other sections of this Part 4 for specific recommendations for minor amendments.)

The County's current UDO was last updated on October 8, 2001, following completion of the previous Comprehensive Plan which was adopted on November 20, 2000. Legislation associated with 160D is requiring every municipality within the state to substantially modify their respective land use ordinances by July 1, 2021. It is envisioned that the updated UDO will be more user friendly with a graphics intensive approach format that facilitates logical navigation as well as administration by County officials.

FOR OFFICE USE ONLY:

☐ APPROVED

☐ DENIED

ACTION:_____ DATE: _____

STEWART

August 27, 2020

Franklin County Planning & Inspections Department
ATTN: Scott Hammerbacher, AICP
215 E. Nash Street
Louisburg, NC 27549

Re: Contract Agreement with Franklin County – Planning Consulting Services

Dear Scott:

STEWART ENGINEERING, INC. is pleased to submit this contract agreement to provide Planning Consulting Services to work with Franklin County to update/rewrite the County's Unified Development Ordinance.

The proposed work program is organized into the following phases:

- Phase 1 - Project Initiation
- Phase 2 - UDO Preparation & Composition
- Phase 3 - Adoption
- Phase 4 - Implementation & Training

The enclosed scope and fee is inclusive of the services necessary to complete the above referenced project. We have provided a detailed project understanding, scope of services by task, timeline, and proposed compensation.

Do not hesitate to contact me at 919.866.4742 or by email at csary@stewartinc.com if you have any questions or concerns regarding this document.

Best Regards,

Chad D. Sary, AICP
Practice Leader, Municipal Planning
Associate Vice President

Attachments:
1. Project Understanding/Scope of Services
2. Conditions of Agreement
3. Standard Hourly Rate Schedule
4. Project Information Form (to be returned with signed agreement)

223 S. West Street
Suite 1100
Raleigh, NC
27603
T 919. 380. 8750
F 919. 380. 8752

PROJECT UNDERSTANDING:

Franklin County is seeking to update/rewrite their Unified Development Ordinance (UDO) to ensure compliance with N.C.G.S. 160D, implement applicable recommendations from the newly adopted comprehensive development plan (Franklin Next) and incorporate best planning practices for development ordinance writing. The County is seeking to update these regulations so that they can be easily understood by the community and more efficiently administered by staff.

SCOPE OF SERVICES:

In order to achieve the goals of the County in this update, the proposed work program is divided into several phases:

Phase 1 – Project Initiation (September – December 2020)

To facilitate discussion about the updates, Stewart Engineering, Inc. will research independently and review with staff the existing land use regulations. During this phase we will conduct interview style stakeholder meetings with County staff, elected/appointed officials, and various members of the community.

The purpose of these stakeholder meetings will be to help begin the code preparation process, provide an opportunity for general input into the process, review the existing land use regulations and record valuable information on the experience of those involved with using and administering the existing land development regulations. Additional outreach will be through the county's website and involve online dissemination of information to interested parties to participate in this process. Additional presentations to individual groups may be provided as additional meetings (described below), as deemed necessary by the County.

During this phase, Stewart Engineering, Inc. will also have an administrative kickoff meeting with staff and tour the community. Stewart Engineering, Inc. will assist staff in the identification and designation of a steering committee to help provide guidance and context where required to facilitate the process.

Near the end of the Project Initiation phase, we will prepare a high-level assessment outline & presentation that will cover the following major components:

- NCGS 160D required revisions involving conditional zoning, special use permits, development processes, subdivisions, etc.
- Identify potential contentious or "hot button" issues/topics regarding update process
- Outline of revisions recommended from the County's Comprehensive Development Plan
- Other recommended revisions from staff-identified issues, stakeholder themes and overall best practices for code writing (formatting, illustrations, processes, etc.) to incorporate in the revised UDO.

Following completion of the UDO assessment outline the first public informational "town hall" style meeting will be held to introduce our findings to the public and gather their perspectives and opinions through an online survey.

Deliverables:

- Stakeholder Interview Schedule and Invitation Template
- High-level UDO assessment/outline of recommended changes
- Online survey – following public "town hall" style meeting to gather public opinion on project
- Meeting Materials
- Meeting Summaries

Meetings:

- Project Kickoff Meeting with Staff
- Community Tour

223 S. West Street Suite 1100 Raleigh, NC 27603 T 919. 380. 8750 F 919. 380. 8752

- Stakeholder Interviews – up to four virtual/online meetings
    - Recommend one each for Planning Board, Board of Adjustment, County Commissioners, staff, and development community/community leaders
- Steering Committee Meeting #1 – virtual, review project scope, process, schedule and
- Steering Committee Meeting #2 – virtual, introduce High-level UDO assessment/outline of recommended changes; gather direction
- Coordination calls with County Staff

Phase 2 – UDO Preparation & Composition (December 2020 – April 2021)

We will draft the UDO in accordance with the research, recommendations and findings from Phase 1 and under the guidance of staff and the UDO Steering Committee. Based on the outcome of the report, we will prepare drafts of the revised UDO to be delivered via groupings of similar topics facilitating easier review of the proposed changes. The following is expected to be completed with this phase:

- Draw on recommendations provided in Phase 2 and prepare UDO articles for review;
- Recommend best practices to achieve stated goals and solve issues identified in the UDO Diagnostic Report;
- Document layout:
    - Prepare a page layout that will serve as a template for the preparation of all drafts. Graphics and illustrations will be created using other programs and inserted as .jpeg images in MS Word
    - Provide a final layout including all appropriate text, tables, and graphics. Maximum of two (2) rounds of revisions
- Review, revise, and draft the updated UDO articles:
    - Incorporate revisions that will achieve the project goals and vision established during the Comprehensive Development Plan update
    - Delivery of two draft versions of each chapter or article: one preliminary draft and one final draft, with each draft including a strikethrough/underline version and a "clean" version
    - Final "clean" adopted version of each chapter, following adoption by the County, delivered as a MS Word document
- Provide new and updated graphics, charts, and illustrations to visually demonstrate the applicable sections of the ordinance. These will be provided when they reduce redundancy or enhance clarity of the regulations beyond that provided in the text.
- Additional ordinance coordination:
    - Coordinate with staff on the potential for related revisions or avoidance of unintended consequences that the UDO update might have on other ordinances

Existing Code Formatting & Organization

Using the UDO Diagnostic Report as an outline, sections of the existing codes will be reorganized to a more intuitive and user-friendly structure. The suggested schedule of draft categories is shown below:

- General Provisions
- Administration
- Development Review Procedures
- Zoning Districts
- Individual Use Standards and Table of Permitted Uses
- Specific Use Standards
- General Development Standards
- Subdivision Design & Infrastructure Standards
- Natural Resources Regulations
- Nonconformities

223 S. West Street Raleigh, NC T 919. 380. 8750
Suite 1100 27603 F 919. 380. 8752

- Enforcement
- Definitions & Interpretations

All requested revisions should be transmitted by County staff to Stewart Engineering, Inc. in the form of a consolidated set of redlines. We will then deliver a full working draft (in strikethrough/ underline) of the UDO in Microsoft Word format. To demonstrate additional transparency, it is suggested that a second Public "Town Hall" Style Informational Meeting be held once the final draft UDO has been prepared. Stewart Engineering, Inc. will prepare a presentation for use by County staff to make any additional presentations to local groups.

Deliverables:
- First, Second and Final Draft UDO Articles
- Online survey – following public town hall style meeting to gather public opinion on the UDO diagnostic report
- Meeting Summaries
- Meeting Materials

Meetings:
- Public Town Hall Style Informational Meeting– 2 hours, online with facilitated Q&A, introduce Final Draft of UDO articles and gather public comment
- Steering Committee Meetings #3 - #7 (online) – discuss first draft of articles and provide direction.
- Coordination calls with County Staff

Phase 3 – Adoption (April – May 2021)

Following the second Public Town Hall Style Informational Meeting, the Stewart Engineering, Inc. team will make revisions (as requested by staff or steering committee) and prepare the final consolidated UDO document into a Final Draft for adoption hearing review.

Stewart Engineering, Inc., in conjunction with County staff, will present the UDO to the Planning Board and County Commissioners. Once the UDO has been adopted, Stewart Engineering, Inc. will make one round of final revisions/edits and provide the final electronic version (MS Word) in a "stand-alone" format. This format is easily posted to a website or housed online by a code-hosting company (e.g. Municode or American Legal). The document will be searchable with cross references to Articles for ease of use by all users.

Deliverables:
- Final UDO (clean version) in MS Word
- Meeting materials

Meetings:
- Adoption meetings (up to four, in-person or virtual meetings)
    - Planning Board Review Meeting(s)
    - County Commissioner Adoption Meeting(s)
- Coordination calls with County Staff

Phase 4 – Implementation and Training (June/July 2021)

Following adoption of the updated UDO, the Stewart Engineering, Inc. team will facilitate a training session for the Planning Board, Board of Adjustment, and the Board of Commissioners on the implementation of the new UDO.

Deliverables:
- Meeting materials

223 S. West Street Suite 1100 Raleigh, NC 27603 T 919. 380. 8750 F 919. 380. 8752

Meetings:

- Training Meeting – one, 1.5-hour meeting with any combination of attendees

OPTIONAL SERVICE #1

During the update process, it is likely that zoning districts will be deleted, consolidated, or created. As an optional fee, Stewart Engineering, Inc. will review the existing zoning map and assist county staff to update to match any newly created or revised zoning districts.

After initial consultation with staff, we will provide a conceptual decision tree and draft GIS zoning map for review by staff. The Zoning Map will be crafted to best achieve the goals of the UDO update while avoiding the creation of nonconformities to the greatest extent possible.

OPTIONAL SERVICE #2

Following the finalization of the UDO, Stewart Engineering, Inc. will update up to ten (10) County land development and land use related application forms/checklists for an additional $3,500.

CONTINUING SERVICE

Following the Commissioner's adoption hearing, the Stewart Engineering, Inc. team will be available by phone and email to answer questions from staff regarding the updated UDO. ***Stewart Engineering, Inc. makes this no-cost pledge as our commitment to each community that we work in and our desire to make staff successful as they work to implement their updated code.***

SCHEDULE:

Phase 1 – Project Initiation: September – December 2020
Phase 2 – UDO Preparation & Composition: December 2020 – April 2021
Phase 3 – Adoption: April 2021 – May 2021
Phase 4 – Implementation & Training: June/July 2021

Note: The actual start date is contingent upon contract execution and notice to proceed. Any delay in these activities will necessitate schedule revision.

CLIENT RESPONSIBILITIES:

It is understood that it is the responsibility of the Client to provide the following items in a timely fashion:

- Formatting, layout, transfer of documents, etc.:
  - Provide any available electronic information or data – this is essential for work to be performed
  - Ordinances must be delivered in an editable format that has MS Word styles and hierarchy already established and embedded in the document
  - Ordinance formatting or layout edits beyond establishment of the initial page/document layout
  - Provide any desired hyperlinking and/or other advanced functionality after delivery of the final document
- Meetings and gatherings:
  - Assist with facilitation of meetings, including providing additional staff as needed for sign-in table, station facilitation, etc.
  - Provide notice of scheduled meetings (with reasonable advance notice)
  - Secure meeting spaces and coordinate and advertise meetings, including refreshments
  - Advertise meetings to the public
  - Identify and contact stakeholders and other focus groups as needed
  - Facilitate communication between the Stewart Engineering, Inc. team and other County and agency staff, as needed
  - Coordination with outside agencies
- Decision-making:

223 S. West Street Raleigh, NC T 919. 380. 8750
Suite 1100 27603 F 919. 380. 8752

  - Provide decisions on critical issues as necessary in a timely manner with actionable comments and revisions. This may involve organizing elected or appointed bodies (including the steering committee) or County leadership or staff to make determinations or provide guidance
  - Research or investigation of items raised by the steering committee, staff, or other deliberative body relative to benchmarking regulations, positioning of the County relative to other jurisdictions, or other comparative analyses of neighboring or cohort communities
  - Make determinations or call for a vote when competing interests cannot agree by consensus
  - Any ad-hoc analyses, build-out analyses, or other additional consultation can be provided by Stewart Engineering, Inc. as an additional service
- Expenses:
  - Printing of all hardcopy materials necessary for meetings, surveys, documentation, or public review
- Public outreach:
  - Maintain project County's website and documentation of the public record
  - Edit working materials for public consumption and post on the project website and other outreach platforms
  - Perform all public outreach and advertising, including legal advertising and ensuring the public engagement/notification requirements are met
- Contractual:
  - Payment of all invoices promptly per Conditions of Agreement.

COMPENSATION:

The phases described in this scope of work are for organizational and communication purposes. Any work will be billed as a singular line item related to achieving this Scope of Services and will not be divided out by task or phase. Expenses are included in the Base Fee and will not be charged separately unless printing is required, as outlined in the Client Responsibilities section. Stewart Engineering, Inc. agrees to provide the planning consulting services outlined in this Scope of Services for the following compensation:

Task Description:	Fee
Phase 1 - Project Initiation	-
Phase 2 - UDO Preparation & Composition	-
Phase 3 - Adoption	-
Phase 4 - Implementation & Training	-
TOTAL BASE FEE	**$118,250**
Optional Service #1 – Zoning Map Updates	$5,500
Optional Service #2 – Update to Development Related Forms	$3,500
TOTAL FEE WITH OPTIONAL SERVICES	**$127,250**

ADDITIONAL SERVICES:

Any request by the Client to complete items not contained in this Scope of Services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

Stewart Engineering, Inc. staff can attend additional in-person meetings outside of those outlined in this Scope of Services for a cost of $800 per in-person meeting ($450 per remote meeting).

Please note that the fee does not include the support of a land use attorney. If desired by the County, Stewart Engineering, Inc. will work with an Attorney and County representatives to determine an appropriate hourly NTE fee to either be added to the Stewart Engineering, Inc. contract or as a separate contract.

223 S. West Street Raleigh, NC T 919. 380. 8750
Suite 1100 27603 F 919. 380. 8752

CONCLUSION:

This document may serve as a Client-Consultant Agreement. Included in the agreement are the standard Hourly Rate Schedule and Conditions of the Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement and the Project Information Form to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the desired Scope of Services.

Respectfully submitted:

APPROVAL:

STEWART ENGINEERING, INC.	**FRANKLIN COUNTY**
Chad D. Sary, AICP	
Print Name	**Print Name**
Practice Leader, Municipal Planning Associate Vice President	
Title	**Title**
Signature	**Signature**
August 27, 2020	
Date	**Date**

223 S. West Street Raleigh, NC **T** 919. 380. 8750
Suite 1100 27603 **F** 919. 380. 8752

Addendum 1

STEWART

Stewart Engineering, Inc. (DBA Stewart)
Conditions of the Agreement

1.0 Payments on Account

1.1 Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 45 days after the invoice date.

1.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

2.0 Late Payments

2.1 A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

2.2 In the event that any portion of an account remains unpaid 30 days after billing, Stewart may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

3.0 Insurance

3.1 Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily, injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall within 30 days of execution of contract, issue certificates confirming such insurance to the Client.

4.0 Standard of Care

4.1 The standard of care for all professional services performed or furnished by Stewart under this Agreement will be the skill and care used by members of Stewart's profession practicing under similar circumstances at the same time and in the same locality. Stewart makes no warranties, express or implied, under this Agreement or otherwise, in connection with Stewart's services.

5.0 Indemnifications

5.1 To the extent permitted by applicable law, the Client shall indemnify and hold harmless Stewart and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the Client in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

223 S WEST STREET RALEIGH, NC T 919.380.8750
SUITE 1100 27603 F 919.380.8752

STEWART

5.2 Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

5.4 Sub-Consultant(s) shall indemnify & hold harmless Consultant & Client from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of Sub-Consultant or any person or organization for whom the Sub-Consultant is legally liable.

6.0 Risk Allocation

6.1 In recognition of the relative risks, rewards and benefits of the Project to both the Client and Stewart, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Stewart's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of $250,000. Such causes include, but are not limited to, Stewart's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.0 Mediation

7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Stewart's services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

7.2 The Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wake County, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

223 S WEST STREET RALEIGH, NC **T** 919.380.8750
SUITE 1100 27603 **F** 919.380.8752

7.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.0, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Client and Stewart do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 7.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

8.0 Termination of Contract

8.1 Client may terminate this Agreement with thirty days prior written notice to Stewart for convenience or cause. Stewart may terminate this Agreement for cause with thirty days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Stewart has been paid in full all amounts due for services, expenses and other related charges.

223 S WEST STREET
SUITE 1100
RALEIGH, NC
27603
T 919.380.8750
F 919.380.8752

STEWART

MUNICIPAL PLANNING STANDARD HOURLY RATES

CLASSIFICATION	HOURLY RATE
Engineering Intern	$ 90.00
Planner	$ 95.00
Project Planner	$110.00
Project Engineer	$110.00
Senior Planner	$125.00
Senior Engineer	$125.00
Project Manager	$135.00
Senior Project Manager	$150.00
Planning Operations Manager	$160.00
Planning Manager	$160.00
Mobility Manager	$160.00
Principal in Charge	$180.00

Note: This schedule of rates are subject to adjustment in accordance with annual wage and cost of living increases.

STEWART

Stewart's Project #:_____

PROJECT INFORMATION FORM

Client Name: _____

Client Project #, PO or Contract #: _____
(to be shown on invoice)

Client Project Manager or Key Contact: _____

Email Address _____ Phone # _____

Client Project Name for Invoicing: _____

Invoice Mailing Address:

_____

_____

_____

Client's Accounts Payable Contact:

Name: _____

Phone: _____

Email: _____

Invoices should be sent to the attention of:

_____

Invoices should be sent by: Mail _____ Email _____ Both _____

Date invoices must be received by Client: _____

Special invoice format required: _____Yes _____No (If yes, please forward the template)

Billing Percentages:

Does contract stipulate percentages we can bill per month/phase? : ___Yes ___No

Construction Phase Billing -
Specify percentage/amount per month to be billed during Construction Admin:

_____

Please complete all information and return to
accountsreceivable@stewartinc.com

421 FAYETTEVILLE ST. SUITE 400 RALEIGH, NC 27601 **T** 919.380.8750 **F** 919.380.8752