



## REQUEST FOR BOARD ACTION

ITEM NO. 8

**DATE OF MEETING:** April 20, 2015

**REQUESTED BY:** Sharon Lear Willoughby, Register of Deeds

**SHORT TITLE:** Approval of a 5 year Lease with Courthouse Computer Systems, for Upgrading Recording Software, Website Backup and all Office Technology from Recording Documents to Issuing Certified Copies of Vital Records.

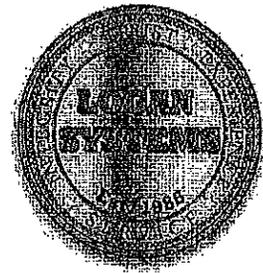
**BACKGROUND:** Pender County Register of Deeds contract with Internet Technologies Inc. of \$30,000.000 a year has expired as of June 30, 2014; a new contract has not been signed. Lack of support and communication along with problems between owners of the company are among some of the issues going on within the office of Internet Technologies Inc. We have addressed the details of these problems with Internet Technologies Inc. many times over the past several years to no avail. At this time I feel like it is imperative for Pender County Register of Deeds to change vendors.

**SPECIFIC ACTION REQUESTED:** To consider approval of a 5 year lease with Courthouse Computer Systems in the amount of \$40,000.00 a year. Ten Thousand dollars of this lease will come out of the Register of Deeds Automation, Enhancement & Preservation fund for the 2015/2016 budget year.



## **LOGAN SYSTEMS, INC.**

P.O. Box 20844 • Greensboro, NC 27420  
4008 Clifton Road • Greensboro, NC 27407  
Toll Free: 1-800-342-2208 • Fax: 336-299-9905



March 11, 2015

Hon. Sharon Lear Willoughby  
Howard Holly Building  
300 E. Fremont St.  
Burgaw, NC 28425

Re: Professional Services Proposal

Dear Ms. Willoughby:

We appreciate the time that you and your staff spent discussing your land record technology needs. Based on those discussions, Logan Systems proposes to provide your office with enhanced land records technology. I wanted to outline the items that we discussed and our understanding of our respective roles in the project.

### **Our History**

Logan Systems has been providing professional services to Registers of Deeds and Clerks of Circuit Court since 1988. Our approach to meeting the needs of your office is unique. The professional services provided by Logan Systems typically include all necessary hardware, software, training, and support. In addition, all of the hardware associated with the Internet site will be provided by Logan Systems and will be hosted in our office in Greensboro, North Carolina.

All software necessary to run our systems will be provided. Training is provided both at the time of the initial installation as well as any other time that you deem additional training is required. There are no additional fees for training or system support.

While our systems have been well designed and provide a number of advantages over your existing system, support is viewed by many of our customers as the most important aspect of our services. Support is available by calling a toll free number and speaking directly with one of our support representatives in Greensboro. We do not have a voicemail system. All of your phone calls will be answered by a human being who will make sure your call is routed to the appropriate representative. If a specific support representative is in the field, our staff knows where to locate them (in addition to being able to reach the representative by mobile phone). Our support staff is very experienced in providing support to your office, including our three primary support representatives that have been with Logan Systems for fifteen to twenty-six years.

The services that we propose to add to your office will be explained in greater detail below. Logan Systems understands that your office may request certain customizations to some

or all of the modules described below. These modifications will be made without any additional charges. In addition, Logan Systems will convert all of the existing indexing and imaging data currently in the Intek system without a fee as a condition of receiving your business. The final installation date will be agreed upon at a mutually convenient date after all of the software modifications have been made, tested, and approved by you and your staff.

### **Data Conversion**

Logan Systems will convert the data from the prior vendor at no additional charge. (It is possible that Intek will charge you some fee for getting copies of your data.) We believe that the successful conversion of the data from the prior system is a condition of getting your business.

Our conversion process would work as follows. We would get all of the data as of a certain time, such as the end of a month. This can be accomplished through getting a back-up copy of the current relational database and images from the system directly, but it is typically with the assistance of the current vendor. When we have converted the data, we will come back on site to demonstrate the conversion, allowing your staff to review our conversion results. Once we agree that the conversion was successful, we will work out a plan for the system installation and final conversion timing, making sure that all of the data is current when we make the switch over. Typically, the current vendor will provide us with one last update of data after you have used their input system for the last time. Often that is after you close for business on a Thursday, with the data provided on Friday or Saturday for going live by Monday morning.

### **Hardware**

Typically, Logan Systems provides all necessary hardware for the operation of the office. In your office, you have decided to keep the County owned public retrieval units and have Logan replace all of the staff input units, along with the printers and scanners that go with them. Logan has also suggested adding new monitors to the public units that are larger than the current monitors.

Logan will provide both a primary and back-up server configuration. Based on information provided by your office, you will have 5 staff units. In addition, Logan Systems will host the Internet site in our office in Greensboro. For all of this equipment, we will be responsible for maintenance, repair and replacement.

### **Marriage Kiosks**

Logan Systems will provide your office with software for a public marriage kiosk or kiosks. The public will use this software when applying for a marriage license in the office. Once the prospective couple have keyed in the required information on the public kiosk, they can see a staff member that can help them complete the process. We will also offer an Internet submission version of the program.

## **Receipting System and Temporary Index**

Logan Systems will provide a receipting system that will be used to process all land record and other fee based information in your office. This system is frequently customized to meet specific work flow needs. For example, you can scan immediately after receipting or wait until a later time, meeting your desired work flow needs. This system also provides numerous reports for both internal use and for the finance office.

In addition, a temporary index can be provided for all land record information that has been saved in the receipting system. This software can provide access to images if they have been scanned. In the alternative, new information can be made available immediately on the systems in both the office and on the Internet, replacing the need for a separate temporary index.

## **Index Input Software**

Logan Systems will provide your office with indexing input software. All of the data from the receipting system will pass over to the extent desired from receipting. The software has a number of short cuts available, including hot keys for frequently used names or descriptions. These hot keys can be defined by either numbers or letters. We have the ability to move names from previously indexed documents, and are open to any keying feature suggested by your staff to assist you in indexing more quickly or accurately.

Typically, we print out the indexed information to paper on a verify report. Corrections can be made on the paper itself and then the staff member updates the data for the indexing information that needs to be edited. Once the information has been checked and corrected, the data is made available to the public both in the office and on the secure remote access site. We will work with you on work flow and procedures to meet your needs.

Logan also provides an option for key verification. This basically has two independent staff members key all of the information and it highlights any differences for the second keyer to resolve.

## **Public Search Software**

Logan Systems will provide you with public search software. It includes features such as soundex (sounds like search) and the ability to find words anywhere in the names (not just at the beginning). We have the ability to search all index types together or just a single type. You can search by date without names, and limit any search result by date or instrument type(s). Book and page and instrument number searches are also available.

One of our most popular features is the ability to create a custom index list. Searchers can search on any name and take inconsistently indexed entries, add them to the custom list, and then sort them by date or other field. The user can add a husband and wife to the same custom list. Once sorted, the list can be printed in the order last sorted.

If the index books are scanned and put into our software, then these books will be searchable using our system from a single menu screen. This has been a very popular software program, and we have put this system in place in accounts that use another vendor for day forward systems. In addition, if instrument number or book/page information is already known, the user can go directly to the images without having to use the index.

#### **Internet**

As discussed above, Logan Systems would provide all of the hardware and software for the Internet site for the office. Typically, this site is made available for no fee to the general public, but we do have software that requires users to log in as registered subscribers if that interests you.

#### **Archival Film**

Logan Systems will create archival film for the North Carolina Archives for all land record images created after we go live with your office. This will be included as part of our fee.

#### **Redaction**

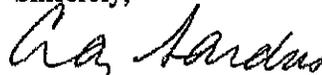
Logan Systems can provide redaction services to the office for an additional fee. That fee would be based on the number of images that need to be processed and reviewed.

#### **Pricing and Term**

Logan Systems proposes to charge the County \$48,000.00 per year for our services. This would be broken down as \$4,000.00 per month, but can be paid in any time frame chosen by the office, up to one year. There is no initial fee for the data conversion or the initial training. The length of the contract would be up to you, with three to five years as the normal length of our agreements.

I hope this accurately summarizes what we discussed in our meeting. Please let me know if you have any additional questions. I can be reached at our toll free number listed above or on my mobile at 336 210 4210. I would be happy to schedule a meeting with your technical staff to discuss additional details. We look forward to providing your office with enhanced land records technology.

Sincerely,



Craig Sanders  
President

## PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. ("Logan Systems") and Pender County, North Carolina (the "County") will become effective July 1, 2015. The respective parties may execute this agreement at different times.

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

### I. Common Terms

1. Term of the Agreement: This contract shall cover day-forward services from July 1, 2015 through June 30, 2018.
2. Services Provided: Logan Systems provides a turnkey service that includes all necessary application software, training, and support.
3. Computer Hardware: Logan Systems will provide all necessary hardware for five staff units. Logan will provide a primary server and back-up server. Logan will provide an Internet access computer for public users. Logan will provide monitors only for public units. The County will provide computers for the public units, a plat scanner and oversized plat printer, and other necessary hardware not listed as being provided by Logan Systems.
4. 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.
5. 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.
6. Data Conversion from Prior Vendor: Logan Systems will convert all indexing and imaging data from the prior vendor's system. There shall be no additional fee for the conversion.
7. 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.
8. Consumable Supplies: The cost of consumable supplies such as paper, toner, and recording binders are not included in the prices listed below.
9. 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.
10. Year 2000 Compliance: Logan Systems warrants that all computer hardware and software provided by Logan Systems will be year 2000 compliant.

11. 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.
12. Authorization for past Services: If Logan Systems provides any services to the Pender County ROD prior to the effective date of this contract, the contract specifically authorizes payments for all such satisfactorily provided services.
13. 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.
14. 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.
15. 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 sixty (60) 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.
16. Site Preparation: Pender County shall continue to be responsible for the maintenance of the equipment 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.
17. North Carolina Law: This agreement shall be interpreted using North Carolina law.

## **II. Services Provided by Logan Systems**

1. Traditional Indexing Services: Logan Systems will continue to provide traditional indexing services to the ROD's office. This system and service allows the ROD's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. Paper merges will continue to be provided on a monthly and annual basis. Indexing binders are included with this service.
2. Automated Indexing: Logan Systems will provide a new computer system that complies with new indexing standards on or before July 1, 2012. This system will continue to allow linking to scanned documents to the extent that those records have been digitized.

3. Scanning of Land Records: Logan Systems will provide a scanning system that will allow 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.
4. Printing of Scanned Records: Logan Systems will 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 not included in the cost of services, and can be purchased from Logan Systems or the County may purchase the binders from a third party.
5. Index and Image Retrieval: Logan Systems will provide four public retrieval terminals in the vault, with each having a laser printer. These units allow the public to access and print both indexing and imaging data, including plats.
6. Receipting System: Logan Systems will provide equipment and software for a customized receipting system.
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.
8. Film Conversion: The state of North Carolina requires that archival microfilm for imaged data be created and sent to the archives. Logan Systems will create archival microfilm from the imaging data sent by the ROD for processing, verification, and back up.
9. Electronic Recording: Logan Systems will add electronic recording capabilities to the office during the term of this agreement. Logan Systems will work with the staff and electronic recording vendors to integrate electronic recording into the staff work flow.

### **III. Cost for Services**

1. Fees for Services: Logan Systems will bill for the ongoing services it provides on a monthly basis as follows for all three years of the agreement. These fees are as follows:
  - Fees each year
    - a. Land Record Indexing, Scanning, Printing, Staff Input and Retrieval, and Public Retrieval shall be provided for a flat fee of \$4,000.00 per month.
    - b. Vital Statistic Record Indexing, 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.
    - c. Customized Receipting System shall be provided at no additional cost so long as the land record system described above is in place.

- d. Remote access through the Internet will be provided at no additional cost so long as the land record system described above is in place.
  - e. 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.

**Approved by Pender County:**

**Approved by Logan Systems, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Craig Sanders

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: March 12, 2015

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## **Courthouse Computer Systems – Software as a Service Agreement**

AGREEMENT made by and between Courthouse Computer Systems, Inc., (“Licensor”) and the Pender County Register of Deeds office (“Licensee”).

The “Agreement” covers data conversion, licensing, software support and website maintenance for a contract period of May 1<sup>st</sup> 2015 through June 30<sup>th</sup> 2020 as outlined below:

### **1. Definitions**

- 1.1. “Designated Environment” means the computer equipment currently in place in the office
- 1.2. “Error” means a material failure of the Software to function in conformity with the Specifications
- 1.3. “Licensed Copies” means the number of copies of the Software being licensed to the Licensee
- 1.4. “Location(s)” means the Licensee office at Howard Holly Building, 300 E. Fremont St. Burgaw, NC 28425
- 1.5. “Office” means the Pender County Register of Deeds office.
- 1.6. “Software” refers to any of the supported software modules defined in section two of this Agreement.

### **2. Software Modules Included**

- Fee Collection and Document Recording
- Document Indexing
- Document Imaging
- Public Inquiry
- Online Inquiry (Web)
- Fee Reporting
- Marriage License Issuance
- Online Marriage License and Marriage Kiosk
- Vital Records Indexing and Imaging
- Electronic Recording
- Backup and Conversion Protection

Functionality incorporated within these software modules includes, but is not limited to:

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.
2. The seamless integration of Point Of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by controlling

the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

3. The immediate accessibility of recorded documents for in-office retrieval. If desired, original documents may be scanned immediately for viewing on retrieval stations throughout the office.
4. The automatic generation of monthly reports that reference the complete set of financial data maintained in the system.
5. The ability to print traditional index books on-demand.
6. The ability to print traditional document books on-demand.
7. The ability to back-index and back-scan vital records.
8. The ability to back-scan document books.
9. Licensor will maintain the software in compliance with the existing North Carolina Standards for Indexing Real-Property Documents, effective July 1<sup>st</sup>, 2012.

### **3. Services Provided by Licensor**

1. Data Conversion – The Licensor will convert all existing TIFF document for inclusion in the Document Imaging software module. Licensor will also convert and load all indexing data from the existing software system. One hundred and twenty hours of document image conversion and computerized index data conversion is included as part of the Agreement. Licensor warrants that it will justify in writing all hours spent on data conversion that are above one hundred and twenty hours and that the total of such hours must be reasonable.
2. Website Maintenance - The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.
3. Telephone Support - The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (9:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority. Licensor endeavors, but does not guarantee, to respond to all non-critical issues within one business day.
4. Remote Support –Licensor will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensor to perform system troubleshooting and make certain updates or configuration changes more quickly.
5. Additional Services – The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to, redaction management, digital image to microfilm conversion, automated fraud

detection notification, back-file document scanning, and custom software development.

#### **4. Licensee Responsibilities**

1. Licensee shall allow Licensor to possess a master administrative password allowing access to the Software and Licensee's system as is necessary to complete Licensor's responsibilities under this Agreement.
2. Licensee shall periodically complete a total backup of all databases maintained by the office.
3. Licensee shall permit free and full access, including secure remote access, to the system as is necessary for Licensor to provide service.
4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.
5. Licensee shall provide remote connectivity so that Licensor can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

#### **5. Loaner Equipment**

1. During the installation of software in the office, the Licensor may loan computer equipment to assist in the transition. All equipment provided by the Licensor remains the property of the Licensor. Any loaner equipment provided by the Licensor will be done so free of charge.

#### **6. Software License**

Licensor grants Licensee a non-exclusive, non-transferable license to use up to six copies of the CCS Workstation Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement.

Licensor grants Licensee a non-exclusive, non-transferable license to use up to eight copies of the CCS Search Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensor. Licensee agrees to not make unauthorized copies of the Software and Documentation.

Licensee maintains full and irrevocable rights to the data and images maintained within the system. Licensee has the authority to convert this data to a different system at the Register of Deeds sole discretion.

#### **7. Proprietary Rights**

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensor, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

#### **8. Confidentiality**

##### **8.1 Confidential Information**

“Confidential Information”, shall mean the Software, Documentation, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that, subject to the North Carolina public records laws, it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information.

### **8.2 Unauthorized Disclosure**

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

## **9. Warranty**

### **9.1 Operation**

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor

### **9.2 Correction**

In the event that Licensee notifies Licensor of an Error during the Agreement Period, Licensor’s sole liability, and Licensee’s sole remedy, will be Licensor’s use of reasonable efforts to correct such Errors or, in Licensor’s sole discretion, to refund a portion of the prepaid Price applicable to the portion of the Software which is defective.

## **10. Price**

For the Software Licenses and Services outlined in this Agreement, Licensee agrees to pay Licensor an annual maintenance fee of \$40,000 and no cents. This annual fee will not increase for the term of this agreement. The maintenance cost is inclusive of software licensing, system implementation, initial training, Internet system configuration, and software maintenance. Annual maintenance fees are due on July 1st of each fiscal year, with the first of five annual payments for this contract period being due on July 1<sup>st</sup>, 2015.

The anticipated “Go-Live” date for the proposed system is prior to July 1st, 2015. .  
During the time period between the actual “Go-Live” date and the July 1st, 2015 start of

the next fiscal year, Courthouse Computer Systems will not charge Pender County a maintenance fee.

Additional allotments for initial data conversion that are above the included one hundred twenty hours will be provided on a time and materials basis of \$125 per hour.

## **11. Optional Additional Services**

### **11.1 Customization**

Additional time allotments for software customization are available on a time and materials basis of \$150 per hour.

## **12. Term and Termination of Agreement**

### **12.1 Termination and Remedy**

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

### **12.2 Breach**

The Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License.

### **12.3 Cessation of Use**

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or destroy all copies of such materials residing in computer memory Licensor shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information during normal business hours. Licensee shall, within ten days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted, and destroyed.

### **12.4 Non-Appropriation**

Licensor acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensor of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensor of such limitation or change in Licensee's legal authority

### **13. Renewal**

After the initial term of this Agreement ends on June 30th 2020, the Agreement will renew automatically for two (2) subsequent terms of one year covering a time period of July 1st through June 30th. Licensor shall notify Licensee sixty days in advance of the July 1st renewal date of any changes to the Agreement. Acceptance will be assumed if the Licensee does not notify Licensor at least thirty days prior to the renewal date of their intention to not renew the Agreement.

### **14. Validity**

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

### **15. Survival**

Sections 6, 7, and 8 shall survive the termination of this Agreement for any reason.

### **16. Entire Agreement**

This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Finance Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Code