

## PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. (“Logan Systems”) and Yadkin 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 Yadkin 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 hardware, software, training, and support. Logan Systems is currently providing these services to the Yadkin County Register of Deeds. The current agreement between the parties for these services expires June 30, 2015. This agreement is a continuation of the current services.
3. Training: All necessary training for both the ROD’s staff and the general public will be provided by Logan Systems at no additional charge to the County.
4. Support: Unlimited support is provided via a toll free number from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the ROD’s office. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
5. New Indexing Standards: The state of North Carolina has adopted new land record indexing standards that are effective July 1, 2012. Logan Systems has made all necessary changes to its software to comply with these new standards, and successfully completed the Secretary of State’s compliance review in November 2011. There will be no additional fee for the programming changes. In addition, if any equipment needs to be upgraded, Logan Systems will do so as part of our standard services.
6. Paper Index: Logan Systems will print a multiyear merge through June 30, 2012. If the County wants to continue to print a paper index after the new standards are effective, Logan Systems will print the year to date index each month.
7. Consumable Supplies: The cost of consumable supplies such as paper, toner, and recording binders are not included in the prices listed below.
8. Ownership of Hardware and Software: All hardware and software provided as part of the professional services provided by Logan Systems remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
9. Year 2000 Compliance: Logan Systems warrants that all computer hardware and software provided by Logan Systems will be year 2000 compliant.

10. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the ROD to the newer media at no charge to the County.
11. Authorization for past Services: If Logan Systems provides any services to the Yadkin County ROD prior to the effective date of this contract, and after the expiration of the prior contract, the contract specifically authorizes payments for all such satisfactorily provided services.
12. Integration Clause: This contract represents the entire agreement between the parties. Any modification or alteration of this agreement must be done so in writing and approved by both parties.
13. Severability: The provisions of this contract are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.
14. Termination for Convenience: Prior to the expiration of the term defined above, the County may terminate this contract for any reason without explanation by providing Logan Systems with a written notice of its intent to terminate the contract. In order to be effective, Logan Systems must receive the notice of termination at least ninety (90) days prior to the proposed termination date. Logan Systems will continue to provide all services included in this contract until the termination date. The County will remain responsible for the payment of all services that are either provided or would have been provided prior to the termination of this contract. If the County does not continue to use Logan Systems' services through the termination date, the County will remain responsible for the payment of those services.
15. Site Preparation: Yadkin 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.
16. 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 the same as the County is currently paying.
  - Fees each year
    - a. Land Record Indexing, Scanning, Printing, Staff Input and Retrieval, and Public Retrieval shall be provided for a flat fee of \$2,800.00 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. Plats will be scanned at LSI's office in Greensboro for \$6.00 per plat.
  - d. Customized Receipting System shall be provided for a flat fee of \$350.00 per month.
  - e. Remote access through the Internet will be provided for a flat fee of \$500.00 per month.
  - f. The total fees in each fiscal year for the services described above will not exceed \$50,000.00.
  - g. 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 Yadkin County:

By: *Lisa Hughes*

Print Name: Lisa Hughes

Title: County Manager

Date: 3/17/15

Approved by Logan Systems, Inc.

By: *Craig Sanders*

Print Name: Craig Sanders

Title: President

Date: February 16, 2015

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

*Gary Green*  
Deputy Finance Officer