LEE COUNTY BOARD OF COMMISSIONERS
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

Monday, October 6, 2025
6:00 PM

A G E N D A

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA

II.A Minutes from the July 21, 2025 Regular Meeting

II.B Approval of lease with SECU for the ATM in the courthouse parking lot

II.C Approve FY26 Activity 121 ARPA TSF Public Health Services Funds

II.D Lee County Libraries RFID Project Vendor Contract Approval

II.E Lee County New Courthouse Building Enclosure Restoration

II.F Approve Resolution Authorizing the Sale of Property Located at 0 Farrell Road

II.G Consideration of Appointment of Shannon Godfrey to the Johnston-Lee-Harnett Community Action Board

II.H Consideration of Appointment of Mark Hackett to the Juvenile Crime Prevention Council

II.I Resolution Recognizing and Approving of the Lee County Official America 250 NC Committee and supporting the America 250 NC Committee for the United States Semi-Quincentennial

II.J Resolution Awarding Service Side Arm to Lt. David McKee

III. INTRODUCTION OF THE LEE COUNTY YOUTH COUNCIL

IV. PROCLAMATION

IV.A Hispanic Heritage Month Proclamation

V. EMS PRESENTATIONS *Presentations*

V.A Presentations from EMS applicants

VI. PUBLIC HEARING

VI.A Hold a Public Hearing on the need for emergency medical services in Lee County and the need for a franchise to cover those services.

VI.B Hold First Reading of the EMS Franchise Ordinance

VII. PUBLIC COMMENTS

VIII. OLD BUSINESS

VIII.A Public Safety Warehouse and COLTS Facility Project Review

VIII.B Resolution related to the Financing for the regarding the Coca-Cola Building.

IX. NEW BUSINESS

IX.A North Carolina Department of Adult Correction Grant Funding

X. MANAGERS' REPORTS

XI. COMMISSIONERS' COMMENTS

ADJOURN

ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Minutes from the July 21, 2025 Regular Meeting

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Clerk to the Board/Communications Specialist

TYPE: Action Item

REQUEST	Approve the Minutes from the July 21, 2025 Regular Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Regular Meeting Minutes_7-21-25_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the July 21, 2025 Regular Meeting.

SUMMARY

A draft of the minutes from the July 21, 2025 regular meeting are attached for the Board's review and approval. For questions, contact the Clerk to the Board at hhall@leecountync.gov.

LEE COUNTY BOARD OF COMMISSIONERS
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

July 21, 2025

MINUTES

Roll Call
Present: Dr. Andre Knecht (arrived at 6:03 p.m.), Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

CALL TO ORDER
Chairman Kirk Smith called the meeting to order at 6:00 p.m.

INVOCATION
Chairman Smith provided an invocation and led the Board in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith noted that Governor Josh Stein's State of Emergency Declaration regarding Tropical Storm Chantel was at the Board's seats and that the resolution in item II.V Resolution Authorizing the Sale of Property Located at 0 Farrell Road was updated due to an upset bid. He also asked to move item VI.C Purchase of Eight (8) 2026 Ford Explorer Patrol Vehicles to the Consent Agenda as II.AA.

Commissioner Andre Knecht arrived at 6:03 p.m.
Motion: Motion to approve the amended Agenda.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick,
Taylor Vorbeck, Samantha Martin
Motion Result: Passed

II. APPROVAL OF THE CONSENT AGENDA
Motion: Motion to approve the amended Consent Agenda.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

II.A Minutes from the June 9, 2025 Budget Work Session
BOC Budget Work Session Minutes_6-9-25_final.pdf

II.B Minutes from the June 16, 2025 Regular Meeting
BOC Regular Meeting Minutes_6-16-25_final.pdf

II.C June 16, 2025 Closed Session Minutes

II.D Sanford Treatment Center Contract
STC July25-June26 contract

II.E Tyler Technologies - Munis renewal addendum
Tyler Munis signed by vendor.pdf

II.F Tyler Technologies - SaaS IAS software renewal addendum
Tyler Munis signed by vendor.pdf
Lee County NC Renewal Amendment EAT 070825 - Signed by Tyler.pdf Tyler Lee County, NC Munis Contract 1997.pdf
Tyler Munis Software Annual Support - Auto Renewal Agreement Letter 2015.pdf

II.G SouthData Agreement Addendum
20250711-Lee County Tax Administration-03 - Amendment - Fully Executed.pdf

II.H Appointment of Chairman Kirk Smith as the voting delegate for the NCACC Annual Conference Voting Delegate Appointment

II.I GFL Environmental Services Purchase Order
GFL_Signed_Service_Agreement.pdf

II.J Central Carolina Holdings LLC. Scrap Tire Recycling Services Purchase Order
Lee County Scrap Tire Contract.pdf

II.K Renewal of the Lee County Libraries NC Cardinal Contract for 2025-2026
NC_Cardinal_Memorandum_of_Agreement_for_FY2026.pdf
25-26 Revised Cardinal Estimate.pdf

II.L Purchase of Tahoe for Sheriff's Office
SKM_450i25070808380.pdf

II.M Vehicle Purchase for Lee County General Services
2025 Ford F150 Crew Cab 4X4.pdf

II.N Vehicle Purchases for Lee County General Services
2025 Ford Bronco Sport Big Bend_HK.pdf

II.O Fire Alarm System Replacement for the Lee County Wellness Center
Fire Alarm System Proposal
Sole Source Justification Form.pdf

II.P New Fire Alarm System Installation for the Broadway Library

Fire Alarm_Broadway Library_Quote.pdf
Sole Source Justification Form_Broadway Library.pdf

II.Q Consideration of Appointment of Trish Spencer, Benita Kay, and Brian Heimbuecher to the Agricultural Advisory Board

II.R Consideration of Appointment of Suzanne Rittenhouse and Mary Ann Gaster to the Nursing/Adult/Family Care Home Community Advisory Committee

II.S N.C. Forest Service Contract

NC Forest Service Contract_25-26.pdf

II.T Resolution to add Godwin Court to the NCDOT Road System

Resolution to Add Godwin Court to the NCDOT Road System.pdf

II.U Refund and Release Report for June 2025

Gen Statute 105.pdf
RELEASE CODES SPREADSHEET.pdf
June 2025 Personal Property Abatement Report.pdf

II.V Resolution Authorizing the Sale of Property Located at 0 Farrell Road

Farrell Road Picture.jpg
Updated Farrell Road Initial Resolution.pdf

II.W Landfill Mowing

Sole Source - Knowlbrook.pdf
Knowlbrook - Sole Source Justification.pdf
Knowlbrook Estimate.pdf

II.X Landfill Groundwater Monitoring

Sole Sorce - Terraquest.pdf
Terraquest - Sole Source Justification.pdf
Terraquest Landfill Quote.pdf

II.Y Budget Amendment # 07/21/25/01

Budget Amendment #07-21-25-01.pdf

II.Z Tax Collector's Annual Settlement

Affidavit July 2024-2025.pdf
Tax Collectors Report for FY 2024-2025.pdf
Historical Bar Chart.pdf
Resolution Approving the Tax Collectors Annual Settlement.pdf
Order of the Board of Commissioners to Collect Taxes.pdf
GS_105-321.pdf
GS_105-364.pdf

GS_105-373.pdf

II.AA Purchase of Eight (8) 2026 Ford Explorer Patrol Vehicles

This item was moved from New Business.

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III. PUBLIC HEARING

III.A Recommendation by the Lee County Transportation Committee (LCTC) on the Ranking of the Lee County Transportation Projects to Submit to the Central Pines Planning Organization's (CPRPO) Rural Transportation Coordinating Committee (RTCC)

David Montgomery presented the recommendation by the Lee County Transportation Committee (LCTC) on the ranking of the Lee County Transportation Projects to submit to the Central Pines Planning Organization's (CRPO) Rural Transportation Coordinating Committee (RTCC). A copy of the list is attached and incorporated into these minutes. The RTCC Subcommittee will then submit a final draft list of the 14 projects chosen from each of the four counties (Lee, Moore Orange and Chatham) in each mode to the CPRPO Rural Transportation Coordinating Committee (RTAC) for adoption on August 14, 2025. The timeframe for the projects is from 2028 through 2037.

Commissioner Knecht asked about traffic counts on Tramway Road. Mr. Montgomery said traffic counters sit all day for several days, and that he will inquire and report back.

Chairman Smith read aloud a conflict of interest statement and asked if there were any conflicts. None were identified.

Chairman Smith opened the public hearing at 6:12 p.m.

Those who spoke included:

- *David Smoak, 96 Northridge Trail (in favor)*

Chairman Smith closed the public hearing at 6:17 p.m.

P8_Lee County Final Ranked Transportation List from LCTC to CPRPO_RTCC.xlsx

Motion: Motion to waive the Board's policy to vote on a public hearing item on the same day it was heard.

Mover: Taylor Vorbeck

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Motion Result: Passed

Motion: Motion to approve the Recommendation by the Lee County Transportation Committee (LCTC) on the Ranking of the Lee County Transportation Projects to Submit to the Central Pines Planning Organization's (CPRPO) Rural Transportation Coordinating Committee (RTCC).

Mover: Taylor Vorbeck

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Motion Result: Passed

IV. PUBLIC COMMENTS

No Public Comments were received.

V. OLD BUSINESS

V.A Permission for Lee County Libraries to allow vendor to sell bottled/sealed mead at 2025 Annual POP!-con event

Library Services Director Beth List presented a request for permission for Lee County Libraries to allow a vendor to sell bottled/sealed mead at 2025 Annual POP!-con event on August 16, 2025, which is the same request the Library has made for the past three years. No issues have been reported during past years.

Temporary Use Permit Application_qw3lfxd8hi.pdf DRAFT OUTSIDE 25 POP!-con Map.pdf

Vendor Contract Alcohol 2025 POP!-Con - Starrlight Mead.pdf

Motion: Motion to give permission to Lee County Libraries to allow a vendor to sell bottled/sealed mead at 2025 Annual POP!-con event.

Mover: Samantha Martin
For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Taylor Vorbeck, Samantha Martin
Against: 2 - Robert Reives, Mark Lovick
Motion Result: Passed

V.B Historic Courthouse Repair Change Proposal

Development Services Director Brandon Key presented a proposal of additional scope of work on the Historic Courthouse project and authorize up to $156,116.92 to address repairs to parapet walls along the roof subject to the contractor working with staff and the architect to make a final determination on the extent of repairs as the work progresses. Approval of the additional scope will allow the contractor to complete the additional work (parapet repair) and Lee County Government to allocate current project funds to the contractor. This request is to use money already approved for the project, but Mr. Key is coming to the Board because of the additional scope. Construction on this project started March 19, 2025.

Motion: Motion to approve the proposal of additional scope and authorize up to $156,116.92 to address repairs to parapet walls along the roof of the Historic Courthouse subject to the contractor working with staff and the architect to make final determination on extent of repairs as the work progresses.

Mover: Dr. Andre Knecht
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

VI. NEW BUSINESS

VI.A Approval of Food Truck Policy

County Attorney Whitney Parrish presented a Lee County Food Truck Policy which is needed for the opening of Lee County Athletic Park as well as for other County events. Staff would like to streamline the process and provide equal opportunities for vendors. The proposed policy is for non-sanctioned County events and will not affect programs such as POP!-Con and Park and Recreation's Park and Play, where food trucks will sign up separately for those events. The policy will be used for food trucks on County-owned property, such as the parks, and on an as-needed basis. Parks and Recreation Director Joseph Keel and staff have an online program that is set up to collect the information and required documents for the Food Trucks which will serve as a central database. Staff would like to start this process now at a reduced fee of $125 for one-half of the year through December 31st and charge the full rate of $250.00 per year beginning January 1st. The Vendor is given the policy which contains the rules of use and applicants must obtain background checks on their employees and volunteers. Alcohol is not allowed to be sold or served by any Food Truck Vendors. Ms. Parrish said the vendors would have to have liability insurance and provide Environmental Health permits, as well as notify the County if there are any changes throughout the year. Mr. Reives asked to have the fees reviewed annually.

County Wide Food Truck Policy Final 4.4.25.pdf Food Truck Parking Options (002).pdf Mobile Food Vendor Permit Application.pdf

Motion: Motion to approve the Lee County Food Truck Policy.
Mover: Samantha Martin
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

VI.B Lee County Juvenile Crime Prevention Council FY2025-2026 Annual Plan and Certification

Grant Administrator Johanna Beachy introduced the Lee County Juvenile Crime Prevention Council (JCPC) chair Nicholas Rohner, who presented the Council's annual plan and certification. Mr. Rohner noted this plan was voted on by the Council in May of 2025. Bragg Street Academy Principal Dr. Shannon Shuey submitted a request for an appeal of that plan and to fund the High School Seminar program. The Council did not take action on the appeal and decided to present the plan as is. Mr. Rohner believes the increase in the budget is due to staff needed to run the Teen Court program and having to now rent space. The term has expired for Project Challenge and Teen Court's previous space, but both have found new homes separately and have to both pay rent, which is $1,200/month between the two. County Attorney Whitney Parrish noted that the County is required to provide space for the NC Department of Juvenile Justice. Ms. Beachy said the deadline for submitting the plan and certification has passed; however, the Board of Commissioners can revisit this at either the August 4 or 18 meetings.

FY 25-26 County Funding Plan (Revised by Consultant Carter on 6.25.25).pdf
Lee County JCPC Annual Plan (FY 25-26).pdf
8 - 2025-2026 JCPC Certification.doc
FY25-26 JCPC Funding Appeal - High School Seminar.pdf
Motion: Motion to repeal the Juvenile Prevention Council on its FY 2025-26 Annual Plan and Certification and asked the Council to revisit the funding decision to consider funding all three programs on a one-year cycle.
Mover: Samantha Martin
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

VI.C Purchase of Eight (8) 2026 Ford Explorer Patrol Vehicles

This item was moved to the Consent Agenda.

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VII. MANAGERS' REPORTS

VII.A Monthly Financial Reports

Chief Finance Officer Jen Waterhouse presented the preliminary monthly financial report for June 2025 and April 2025 Sales Tax Report.

June_2025_Budget_Report.pdf
BOC 7-21-25 meeting county wide sales tax reportv2.pdf

VII.B County Manager's Monthly Report

Assistant County Manager – Operational Services Jennifer Gamble presented the Manager's monthly report for July, a copy of which is attached and incorporated into these minutes. Ms. Gamble reported that the current EMS contract ends June 30, 2026 and that two applications have been received for a new franchise which will be reviewed by the Commissioners.

County Managers Report - 07-21-25.pdf
Library_2025_June_Director_Report.pdf
Library_25.07.09 LCL Board Meeting Agenda.pdf
25.05.14 LCL Board Meeting Minutes Approved and signed.pdf Parks and Rec Board Minutes_4-28-25.pdf
PERMIT ISSUANCE REPORT- JUNE 2025.pdf
Tax_Monthly Managers Report June 2025.pdf
TRC Agenda_July 2025.pdf

VIII. COMMISSIONERS' COMMENTS

Commissioner Robert Reives asked for staff to give reports on the impact of any Federal or State funding cuts and the County's responsibility to cover those expenses.

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:03 p.m.
Mover: Dr. Andre Knecht

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

_____
Kirk Smith, Chair
Lee County Board of Commissioners

ATTEST:

_____
Hailey Hall, Clerk to the Board

ITEM #: II.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Approval of lease with SECU for the ATM in the courthouse parking lot

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Consent Agenda

REQUEST	Approval of lease with SECU for the ATM in the courthouse parking lot until October 31, 2028
BUDGET IMPACT	N/A
ATTACHMENTS	Final Lease SECU Atm 10.7.2025-10.31.28.pdf Resolution authorizing lease-SECU 20252028.pdf
PRIOR BOARD ACTION	The Board originally finalized the ATM location at the courthouse in 2001.
RECOMMENDATION	Approval of lease with SECU for the ATM in the courthouse parking lot

SUMMARY

The Board originally adopted a lease with the State Employees Credit Union for an ATM at the courthouse parking lot. It is time to renew the lease. Pursuant to North Carolina General Statute 160A-272, staff noticed the intention of Lee County to renew the lease beginning October 7, 2025 through October 31, 2028 for $1.00 a year. The notice of the County's intention was advertised in the Sanford Herald on August 23, 2025 and at least thirty days has passed since the notification. At this time, the Board is being asked to approve the lease and authorize the Chair to sign the agreement.

North Carolina

Lee County

LEASE AGREEMENT

This lease agreement, made and entered into this 18th day of, August 2025 by and between, Lee County Government, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee."

WITNESS ETH:

That subject to the terms and conditions hereinafter set out, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 1408 S. Horner Blvd, Sanford, County of Lee, State of North Carolina, and as more fully described and/or depicted in Exhibit A (the "Leased Premises").

The terms and conditions of this Lease Agreement are as follows:

1) The term of this Lease Agreement shall be for a period of three (3) years beginning on the FIRST day of October 7, 2025 and ending on the LAST day of October, 2028, unless extended or terminated under the provisions of this Lease Agreement. Lessor maintains the right to terminate this lease at any time giving sixty (60) days prior written notice to Lessee. If Lessee does not provide notice of its intent to extend the term of this Lease Agreement pursuant to Section 12 below, at the expiration of the term of this Lease Agreement, this Lease Agreement shall automatically renew as a month-to-month lease unless and until a party provides at least ten (10) days written notice to the other party that this Lease Agreement shall not renew.

2) As rental for said premises, Lessee shall pay to Lessor at the address noted below, and without notice or demand therefore, the sum of one dollar ($1.00) per year. The rental payments shall be made payable to Lee County and sent to the following address: PO Box 1968, Sanford, NC 27231.

3) Lessee shall use and occupy the premises for the purpose of constructing and operating a kiosk ATM, and Lessee shall have exclusive control and possession of the Leased Premises for the entire term of this Lease Agreement.

4) Lessor shall be responsible for the repair and/or maintenance of the parking lot area on or immediately surrounding the Leased Premises including but not limited to repairing any potholes, removing any debris, and performing all landscaping such as maintaining and trimming any shrubs and trees in close proximity of the ATM. In addition, Lessor shall ensure that reasonably adequate lighting, parking, and access are available for the Leased Premises at all times. Upon written notice from Lessee to Lessor requesting any repairs and/or maintenance described above on the Leased Premises, Lessor shall perform any requested repairs and/or maintenance within thirty (30) days. If Lessor fails to perform any requested repairs and/or maintenance within thirty (30) days, then Lessee has the option to provide a forty-five (45) day written notice of its intent to terminate this Lease Agreement (such 45-day window to include the 30-day repair and maintenance window). Except as otherwise agreed to in writing by both parties, Lessee will be responsible for the construction of the ATM and any necessary upkeep, repairs, and maintenance of the ATM during the term of this Lease Agreement. Upon

termination of the Lease Agreement, Lessee will be responsible for removing the ATM and the structure from the "Leased Premises" and will restore the premises back to substantially the same condition as existed prior to the installation of the ATM.

5) During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars ($300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars ($1,000,000.00); and Lessee shall keep the kiosk structure on the Leased Premises together with the equipment in the structure insured against loss or damage by fire or other casualties.

6) Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous purpose.

7) Lessor shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the Leased Premises.

8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental payments shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least thirty (30) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall restore the premises to substantially the same condition as existed prior to the installation of the ATM. After the premises are restored, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.

9) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemner, and rental payments shall be accounted for as between Lessor and Lessee as of that date.

10) All applications in connection with necessary utility services on the Leased Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, and telephone/data services. Lessor shall reasonably cooperate with Lessee's efforts in furtherance of this provision, including, but not limited to, promptly responding to any requests for information or access by a utility provider.

11) Lessee shall defend, indemnify and hold harmless Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Leased Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Lessee, its agents, or employees.

12) At the expiration of the term of this Lease Agreement, this Lease Agreement shall automatically renew as a month-to-month lease unless and until a party provides at least ten (10) days written notice to the other party that this Lease Agreement shall not renew.

13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for thirty (30) days, Lessor may, at its option, at any time during such default, declare this Lease Agreement terminated and canceled and take possession of the Leased Premises, and require the Lessee to remove the structure from the premises and restore the Leased Premises back to substantially the same condition as existed prior to the installation of the ATM.

14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.

15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

Lee County
PO Box 1968
Sanford, NC 27231

and to Lessee at:

State Employees' Credit Union
Attn: SVP, ATM Management
PO Box 26807
Raleigh, NC 27611

16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.

17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. In addition, this Lease Agreement may be assigned by Lessee, without further consent or approval required, to a third party that is regularly in the business of operating ATMs.

18) This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest or assigns.

19) If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.

20) Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strikes or other labor problems, fire, flood, civil unrest, pandemics, acts of terror, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non- performing party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In testimony whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

Lessor:
Lee County
By: _____
Kirk D. Smith
Chair, Lee County Board of Commissioners

North Carolina
Lee County

This is the _____ day of _____, _____, before me, _____, a Notary Public, personally came _____, who, being duly sworn, says that he/she is an authorized officer of the foregoing entity and that the foregoing was signed and sealed by her/him on behalf of the said entity by its authority duly given, and acknowledged that said writing to be the act and deed of said entity.

Witness my hand and notarial seal, this the _____ day of _____, _____.

_____
Notary Public

My Commission Expires: _____

Lessee:
State Employees' Credit Union

By: _____

_____
Title

North Carolin
_____ County

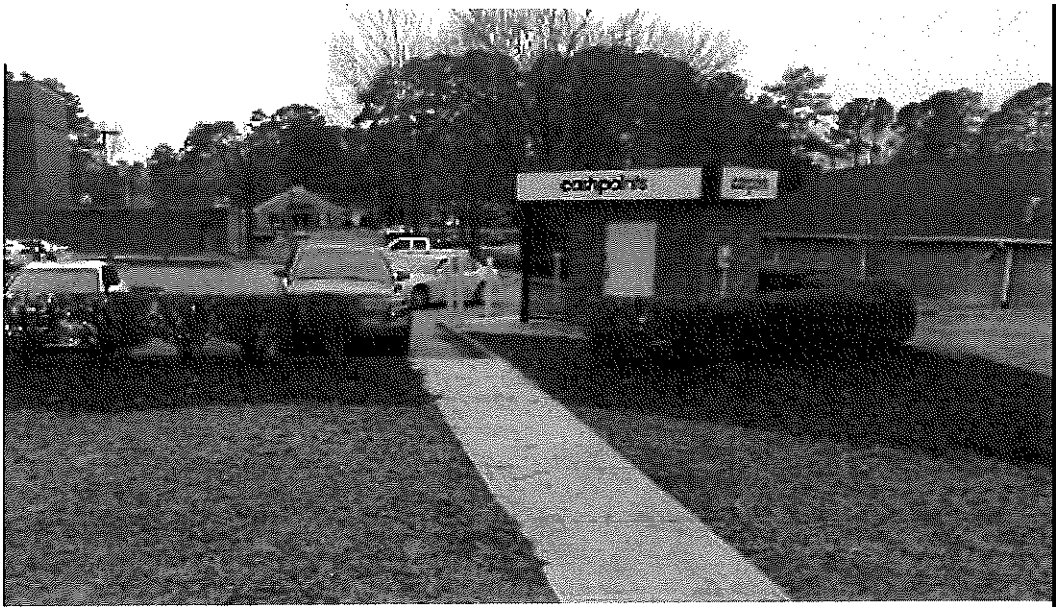
This the _____ day of _____, _____, before me, _____, a Notary Public, personally came _____, who being duly sworn says that is the Senior Vice President, ATM, Branch Equipment and Lease Management of State Employees' Credit Union and the said writing was signed and sealed by him on behalf of the said credit union by its authority duly given and the Senior Vice President, ATM, Branch Equipment and Lease Management acknowledged the said writing to be the act and deed of said credit union.

Witness my hand and notarial seal, this the _____ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

Exhibit A



RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF 1408 S. HORNER BLVD., THE LEE COUNTY COURTHOUSE, TO THE STATE EMPLOYEES' CREDIT UNION

WHEREAS, the State Employees' Credit Union, in a non-profit organization in North Carolina; and

WHEREAS, since 2001, the County has leased a small portion of the Lee County Courthouse parking lot, located at 1408 S. Horner Blvd., to the State Employees' Credit Union for an ATM for one dollar per year; and

WHEREAS, the State Employees' Credit Union maintains the ATM in good working order, and is available for the public doing business at the Lee County Courthouse and Register of Deeds office; and

WHEREAS, Lee County Staff published notice of the Lee County Board of Commissioner's intent to adopt the lease of and said publication was published in *The Sanford Herald* on _____, 2025 and at least thirty days has passed since said notice was provided; and

NOW THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners desires to continue to lease space to the State Employees' Credit Union for an additional three years, expiring October 6, 2028.
2. Subject to North Carolina General Statute 160A-272, the Board of Commissioners published notice of its intent to extend the lease with the State Employees' Credit Union at least thirty days prior to the adoption of this resolution.
3. Staff is authorized to prepare a lease and the Chair is authorized to execute the lease.

Adopted this _____ day of _____, _____.

_____
Kirk D. Smith, Chair
Lee County Board of Commissioners

ITEM #: II.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Approve FY26 Activity 121 ARPA TSF Public Health Services Funds

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	This is a request for the Commissioners to approve the additional $19,773 of the $48,077 awarded by the State for FY26.
BUDGET IMPACT	This will be additional revenue and expense of $19,773 to the FY26 Health Department Budget. No County match.
ATTACHMENTS	121 FY26 Lee.pdf
PRIOR BOARD ACTION	$28,304 of the awarded $48,077 was approved in the adoption of the Health Department FY26 budget in June 2025.
RECOMMENDATION	The Health Department respectfully requests the Commissioners to approve the additional $19,773 for our FY 26 budget.

SUMMARY

This Agreement Addendum for Activity 121 further enhances the ability of local health departments to deliver the essential services and core functions of public health to address the specific health needs or health status indicators selected by the local health department. Unused funds from FY25 in the amount of $48,077 was carried over into FY26. The CHSA Board approved this request 8-20-2025.

Division of Public Health
Agreement Addendum
FY 25-26

Lee County Health Department **Local Health Department Legal Name**	Local and Community Support / Local Technical Assistance and Training **DPH Section / Branch Name**
121 ARPA TSF Public Health Services **Activity Number and Description**	Susan H. Little, 919-215-4471 susan.little@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2025 – 05/31/2026 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2025 – 06/30/2026 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. <u>Background</u>:

This funding, provided through budget receipts transferred from the ARPA Temporary Savings fund and made available through the NCGA 2023 Appropriations Act, HB 259, provides a $50,000 grant in each year of the 2023-2025 fiscal biennium to each local health department to support activities authorized under the General Aid-to-Counties Agreement Addendum including the delivery of the 10 Essential Public Health Services per GS § 130A-1.1.[1], the core functions of public health (Assessment, Policy Development, Assurance), and the specific health needs or health status indicators selected by each local health department**.**

Per HB 259, Section 4.7.(i), "The funds appropriated from the State Fiscal Recovery Fund in this act and in prior enactments of the General Assembly shall not revert at the end of each fiscal year of the 2023-2025 fiscal biennium but shall remain available to expend and appropriate until the date set by applicable federal law or guidance."

II. <u>Purpose</u>:

This Agreement Addendum for Activity 121 further enhances the ability of local health departments to deliver the essential services and core functions of public health to address the specific health needs or health status indicators selected by the local health department.

[1] https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

The North Carolina General Statute § 130A-1.1(b) states: a local health department shall ensure that the following **10 Essential Public Health Services** are available and accessible to the population in each county served by the local health department:

Assessment

1. Monitor health status to identify community health problems.
2. Diagnose and investigate health problems and health hazards in the community.

Policy Development

3. Inform, educate, and empower people about health issues.
4. Mobilize community partnerships to identify and solve health problems.
5. Develop policies and plans that support individual and community health efforts.

Assurance

6. Enforce laws and regulations that protect health and ensure safety.
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. Assure a competent public health and personal health care workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
10. Research for new insights and innovative solutions to health problems.

III. Scope of Work and Deliverables:

These funds may be used for any public health program or purpose, any locally identified need or current health status indicator, and to support the delivery of the core functions of public health and 10 Essential Public Health Services. The Local Health Department must report at the end of the fiscal year how the funds were spent related to the 10 Essential Public Health Services and core public health functions to address priority health needs or health status indicators selected by each local health department. Use of these funds may NOT supplant current state, federal or local funding.

To qualify for these funds, the Local Health Department must have a Permanent or Interim Health Director per NC GS § 130A-40. In addition, if that Health Director has never served in that role in North Carolina previously, that Health Director must participate in the *Orientation for New Local Health Directors* coordinated by the North Carolina Association of Local Health Directors. Additionally, the Local Health Department must be currently accredited by the North Carolina Local Health Department Accreditation Board.

IV. Performance Measures / Reporting Requirements:

1. **Performance Measures**

   a. **Measure #1:** The LHD shall invest this funding in specific health needs or health indicators including but not limited to the 10 Essential Public Health Services or core public health functions.

   b. **Measure #2**: The LHD shall identify the specific health needs or health status indicators selected for prioritization under this funding.

   c. **Measure #3:** The LHD shall identify the impact funding will have/had on the identified health needs or health status indicators selected for prioritization.

2. **Reporting Requirements**

   By June 30, 2026, the LHD shall complete the following reports via the Smartsheet dashboard.[2]

[2] https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

a. **Expenditures by Type Report**: LHD will provide funding expenditures by type for the annual reporting period.
    1. Personnel (Salaries, Fringe, Benefits, etc. Do not include contracted staff)
    2. Training and Education
    3. Travel and Mileage
    4. Medical Supplies
    5. Office/Administrative Supplies
    6. Contracted Services (included contracted staff)
    7. Other administrative costs (specify)
    8. Other (specify)

b. **Prioritized Health Needs or Indicators and Statement of Impact Reports**: LHD will select one or more of the following health needs or indicators prioritized for the annual reporting period:
    1. Environmental Health
    2. Communicable Disease
    3. Maternal Health
    4. Child Health
    5. Chronic Disease
    6. Injury Prevention
    7. Access to or Linkage to Care
    8. Mental Health
    9. Behavioral Health
    10. Other health needs or indicators

    Statement of Impact: LHD will provide a statement that demonstrates what impact these funds had on prioritized health needs or indicators.

3. **Reporting Required Subcontract Information**
In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for <u>every subcontract</u> receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

    This information is <u>not</u> to be returned with the signed Agreement Addendum (AA) but <u>is</u> to be provided to DPH when the entities are known by the LHD.

    a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
        1. <u>Subcontractors</u> are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.)
        2. <u>Subrecipients</u> of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the

programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be submitted via Smartsheet for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

V. Performance Monitoring and Quality Assurance:

The LTAT Branch will monitor performance by reviewing the annual Expenditures by Type Report, the Prioritized Health Needs or Indicators and Statement of Impact Reports. These financial and performance reports are provided by the LHD via the Smartsheet dashboard.

If the LHD seeks assistance in clarifying any part of this Agreement Addendum's requirements, LTAT Branch staff shall provide technical assistance upon request. If additional information is required, a phone conference will be conducted.

VI. Funding Guidelines or Restrictions:

1. **Federal Funding Requirements**: where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).

    a. Requirements for Pass-through Entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.

        1. Definition: An FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
        2. Frequency: An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

    b. Required Reporting Certifications: Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

        "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent

information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

2. The Local Health Department is not required to seek prior approval to use the funds. The funds shall be used for the delivery of the 10 Essential Public Health Services per GS § 130A-1.1.[3], the core functions of public health (Assessment, Policy Development, Assurance), or the specific health needs or health status indicators selected by each Local Health Department**.**

[3] https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

DPH-Aid-To-Counties **For Fiscal Year: 25/26** **Budgetary Estimate Number : 0**

Activity 121 Service Period Payment Period		AA	131204 2BTS190 2000400000 07/01-05/31 08/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance			0	$0.00	0	0
D1 Albemarle			0	$0.00	0	0
02 Alexander	*	0	12,610	$0.00	12,610	12,610
04 Anson	*	0	2,523	$0.00	2,523	2,523
D2 Appalachian			0	$0.00	0	0
07 Beaufort			0	$0.00	0	0
09 Bladen	*	0	91,250	$0.00	91,250	91,250
10 Brunswick	*	0	7,884	$0.00	7,884	7,884
11 Buncombe			0	$0.00	0	0
12 Burke			0	$0.00	0	0
13 Cabarrus			0	$0.00	0	0
14 Caldwell	*	0	37,692	$0.00	37,692	37,692
16 Carteret			0	$0.00	0	0
17 Caswell	*	0	86,623	$0.00	86,623	86,623
18 Catawba			0	$0.00	0	0
19 Chatham	*	0	91,578	$0.00	91,578	91,578
20 Cherokee			0	$0.00	0	0
22 Clay			0	$0.00	0	0
23 Cleveland			0	$0.00	0	0
24 Columbus	*	0	8,845	$0.00	8,845	8,845
25 Craven			0	$0.00	0	0
26 Cumberland			0	$0.00	0	0
28 Dare			0	$0.00	0	0
29 Davidson			0	$0.00	0	0
30 Davie			0	$0.00	0	0
31 Duplin			0	$0.00	0	0
32 Durham			0	$0.00	0	0
33 Edgecombe	*	0	5,919	$0.00	5,919	5,919
D7 Foothills			0	$0.00	0	0
34 Forsyth			0	$0.00	0	0
35 Franklin			0	$0.00	0	0
36 Gaston	*	0	100,000	$0.00	100,000	100,000
38 Graham			0	$0.00	0	0
D3 Gran-Vance			0	$0.00	0	0
40 Greene	*	0	625	$0.00	625	625
41 Guilford			0	$0.00	0	0
42 Halifax			0	$0.00	0	0
43 Harnett			0	$0.00	0	0
44 Haywood	*	0	42,875	$0.00	42,875	42,875
45 Henderson			0	$0.00	0	0
47 Hoke			0	$0.00	0	0
48 Hyde			0	$0.00	0	0
49 Iredell	*	0	28,488	$0.00	28,488	28,488
50 Jackson			0	$0.00	0	0

51 Johnston			0	$0.00	0	0
52 Jones			0	$0.00	0	0
53 Lee	*	0	48,077	$0.00	48,077	48,077
54 Lenoir			0	$0.00	0	0
55 Lincoln	*	0	65,176	$0.00	65,176	65,176
56 Macon	*	0	77,595	$0.00	77,595	77,595
57 Madison			0	$0.00	0	0
D4 M-T-W	*	0	1,655	$0.00	1,655	1,655
60 Mecklenburg			0	$0.00	0	0
62 Montgomery			0	$0.00	0	0
63 Moore			0	$0.00	0	0
64 Nash	*	0	99,460	$0.00	99,460	99,460
65 New Hanover	*	0	36,637	$0.00	36,637	36,637
66 Northampton	*	0	1,694	$0.00	1,694	1,694
67 Onslow	*	0	3,125	$0.00	3,125	3,125
68 Orange			0	$0.00	0	0
69 Pamlico	*	0	23,640	$0.00	23,640	23,640
71 Pender			0	$0.00	0	0
73 Person			0	$0.00	0	0
74 Pitt			0	$0.00	0	0
75 Polk	*	0	60,036	$0.00	60,036	60,036
76 Randolph			0	$0.00	0	0
77 Richmond	*	0	16,664	$0.00	16,664	16,664
78 Robeson	*	0	31,251	$0.00	31,251	31,251
79 Rockingham	*	0	40,177	$0.00	40,177	40,177
80 Rowan	*	0	6,403	$0.00	6,403	6,403
82 Sampson	*	0	11,838	$0.00	11,838	11,838
83 Scotland	*	0	98,977	$0.00	98,977	98,977
84 Stanly	*	0	20,200	$0.00	20,200	20,200
85 Stokes			0	$0.00	0	0
86 Surry			0	$0.00	0	0
87 Swain			0	$0.00	0	0
D6 Toe River			0	$0.00	0	0
88 Transylvania	*	0	17,919	$0.00	17,919	17,919
90 Union	*	0	76,541	$0.00	76,541	76,541
92 Wake			0	$0.00	0	0
93 Warren	*	0	39,421	$0.00	39,421	39,421
96 Wayne	*	0	25,723	$0.00	25,723	25,723
97 Wilkes			0	$0.00	0	0
98 Wilson			0	$0.00	0	0
99 Yadkin	*	0	76,247	$0.00	76,247	76,247
00 Yancey			0	$0.00	0	0
Totals			1,395,368	0	1,395,368	1,395,368

Signed by: 7EEF0EDC43664E7...
Sign and Date - DPH Program Administrator
07/22/25 | 9:37 AM EDT

Signed by: 7EEF0EDC43664E7...
Sign and Date - DPH Section Chief
07/22/25 | 9:37 AM EDT

Sign and Date - DPH Budget Office – ATC Coordinator
7/22/2025

Sign and Date - DPH Budget Officer
7/25/25

S H 7/22/2025

ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Lee County Libraries RFID Project Vendor Contract Approval

DEPARTMENT: Library

CONTACT PERSON: Beth List, Library Director

TYPE: Consent Agenda

REQUEST	Lee County Libraries is requesting approval of the contract for TechLogic to complete work on the RFID project for the New Main Library.
BUDGET IMPACT	TechLogic contract totals $103,612 and will be paid through the LSTA Grant funds awarded toward project ($89,294) and the required 25% match from the County ($29,774 with $6,492 in-kind staffing hours).
ATTACHMENTS	Lee County Library RFID Quote_20250917 (002).pdf Tech Logic RFID FINAL 9-26-25 copy.pdf
PRIOR BOARD ACTION	Prior approval of the State Library of NC LSTA Grant Award acceptance; Prior approval of TechLogic as awarded vendor for RFP 6110-01-25
RECOMMENDATION	Approval of the Contract as submitted by TechLogic to complete work on the Lee County Libraries RFID Project

SUMMARY

The Lee County Libraries (Library) will be upgrading the collection at its Main Library to Radio Frequency Identification (RFID) to coincide with the construction of the new Main Library building project slated to open in spring of 2026. This will include item tags for books,

audiobooks, DVDs, kits and equipment, as well as self checkout stations, security gates, a mobile shelf reader, and the rental of a conversion station. RFID technology will provide a simpler, more user-friendly experience to all library patrons. It will streamline circulation services by increasing ease and speed of self checkout and allow for all materials to be kept in patron accessible areas. RFID will also simplify collection management, increasing staff availability for programming and patron assistance, and ensuring a more secure and accurate collection. The Library has received LSTA funds in the amount of $89,294 towards this project with a required 25% County match in the amount of $29,774. Total estimated project cost is $119,067. The 25% match is $29,774 with $6,492 being in-kind salaries for staff time to complete the installation and inventory. TechLogic contract totals $103,612. Remaining funds from the $119,067 will be designated for infrastructure needs within the project and additional requirements for project completion as determined during installation/implementation.

835 Hale Avenue North
Oakdale, Minnesota 55128
(800) 494-9330
www.tech-logic.com

Lee County Libraries

Self-Checkout Equipment/RFID Tags/Tagging Equipment

Quote Submitted:
09/17/2025

Quote Valid Until:
45 days from quote date

Tech Logic is pleased to submit this proposal for our *circIT* self-checkout product suite. We appreciate the opportunity to be considered for this project and believe that Tech Logic offers the best self-checkout solutions proven in hundreds of libraries.

Why Choose the Tech Logic *circIT* Product Suite?

Unique in the library market, Tech Logic's *circIT* product suite offers ***flexible self-checkout options to fit each library's needs*** rather than forcing a one-size-fits-all prescription. We also know from experience that libraries strive for reliable and intuitive self-checkout, satisfied patrons, and a high percentage of self-checkout adoption. Tech Logic works with each library to select the best self-checkout options to create streamlined workflow and happy patrons.

The *circIT* software powering the product suite consists of a database-controlled application centrally installed at the library or at its IT headquarters. From there, library staff can customize the interface, deliver updates, check equipment status and make changes which control all stations within the library system. ***All functions to manage the software, obtain statistics or troubleshoot issues are accomplished from the central server.***

The *circIT* software delivers ***scalability and flexibility*** to insure that each installation fits the library. For example, while Southern Pines Public Library employs fewer than five self-checkout stations in a single location, Toronto Public Library has deployed more than 750 *circIT* self-checkout stations in over 80 branches. Libraries can rest assured that future growth will never be a challenge for *circIT.*

Based on our long history with successful self-service solutions, Tech Logic assists your library by recommending ***the circIT solutions best suited to a library's physical layout, service patterns and patron behaviors.*** Using our self-checkout solutions, Tech Logic partner libraries routinely achieve ***higher than 90% self-checkout adoption by patrons***.

The *circIT* product suite solutions include:

- self**CIRC** PRIME —a self-standing turnkey kiosk in any location
- self**CIRC** PRIME Desktop —a compact counter-top kiosk
- self**CIRC** COMBO —a monitored station located at staffed service points
- self**CIRC** KIDS —a highly customizable kiosk to match themes or décor
- self**CIRC** PRO —*circIT* software plus other components of the library's choosing

The *circIT* product suite is customized with options such as credit card or cash payment, RFID readers and antennas, barcode scanners, or EM security strip desensitizers. The software is designed to display library-provided applications such as promotional slides, satisfaction surveys, PC management sign-up, library floor maps, live social media feeds and more.

Finally, we appreciate how much time and effort is invested to make the library a welcoming environment. For more than two decades Tech Logic has worked with architects and interior designers to insure the perfect functional and visual fit for all our self-service solutions.

Why Choose the Tech Logic?

With one company responsible for the success of your self-service's implementation, you will not need to coordinate, or problem solve with resellers, third parties, foreign manufacturers or middlemen. Tech Logic designs, manufactures, installs, and services everything we sell from Oakdale, Minnesota. Our partner libraries will tell you that our extensive library experience and customer service reputation were major factors in selecting Tech Logic.

Our success as a company is built on decades of consistent principles.

- A corporate philosophy to serve only libraries. This focus enables us to learn exactly what libraries need and to provide those products and services that help them deliver the highest level of customer service to library patrons.

- A long-term approach to our business for more than two decades. You don't have to worry that Tech Logic will abandon its products or its partner libraries—or be sold to another company that may not have the same library-first approach.

- Tech Logic was an early adopter of RFID technology for libraries and invented the *circIT* product suite and totalAMH systems. Tech Logic also designed the patented self**CIRC** COMBO station combining self-checkout at a service point with convenient staff assistance. As a result of feedback from our customers, our products are constantly being enhanced to remain competitive and innovative.

- A "people first" philosophy that starts with your library and extends to all your patrons. For you, it means that our relationship is personal—a partnership where we work together to create the best solutions to deliver the best results.

- Tech Logic employs veteran, long-term staff with extensive library experience. Their broad skill sets make us a valuable partner in completing a customized self-services implementation project.

- Tech Logic takes customer service seriously and will provide the most modern and comprehensive online support and tracking capability, as well as the necessary on-site maintenance and person-to-person communication.

Your library will never be just another customer number served by a multinational faceless corporation owned by outside equity investors. Your library becomes a Tech Logic partner and you receive the kind of service and support that you would expect from partners.

We look forward to reviewing the unique *circIT* product suite options best suited to achieve your library's self-service goals.

Prepared For: Lee County Libraries, NC

9/17/2025

Quote Number: 09172025 JK

QTY	PN	Self-Checkout System Products and Services	Unit Price	Extended Price	Optional 2nd Year Hardware Price
selfCIRC COMBO					
3	45008155	SPAD Antenna with Reader	$750.00	$2,250.00	$260.10
3	25020239	Two Directional Scanner with Hands Free Base	$275.00	$825.00	$62.52
3	25019803	24" Touchscreen Monitor	$625.00	$1,875.00	$133.34
3	25019804	24" Non Touchscreen Monitor	$399.00	$1,197.00	$76.35
3	25013325	Articulating Arm, Monitor Holder	$425.00	$1,275.00	
3	25012265	Desktop PC Windows 11 Professional	$1,099.00	$3,297.00	$291.42
3	25012426	Epson Desktop Receipt Printer	$475.00	$1,425.00	$106.52
3	25012273	Epson 6' USB Cable	$16.00	$48.00	
3	25011152	Receipt Printer Paper (roll)	$4.00	$12.00	
selfCIRC KIDS					
1	80504000	selfCIRC KIDS, RFID, Barcode and Receipt Printer	$6,750.00	$6,750.00	$611.13
1	80603501	Wrap Stock Design, All Sides	$1,100.00	$1,100.00	
staffCIRC PRO					
8	45008155	SPAD Antenna with Reader	$750.00	$6,000.00	$693.60
Comprise					
3	25020196	Smart Terminals for Self Check -Ethernet - USA	$1,100.00	$3,300.00	
staffCIRC TRAK					
1	45008626	staffCIRC TRAK with Protective Case Assembly (14"Laptop)	$4,595.00	$4,595.00	$297.70
rfidTAG CASE					
2	3RUTAGIT	rfidTAG CASE Programmer (rental)††	$149.50	$299.00	
rfid GATE					
1	83001001	Tech Logic Single Aisle Crystal Gate Wave with People Counter	$4,775.00	$4,775.00	$381.80
3	83001002	Tech Logic Dual Aisle Crystal Gate Wave with People Counter	$5,995.00	$17,985.00	$1,568.10
rfid GATE					
1	83002001	Tech Logic Single Aisle Crystal Gate Excellence with People Counter	$5,775.00	$5,775.00	$457.47
Software					
4	28000002	circIT SUITE	$0.00	$0.00	
8	28000007	circIT STAFF	$0.00	$0.00	
rfidTAG					
100000	25016567	Book-SLIx-Tag White	$0.1140	$11,400.00	
7000	25016568	CD/DVD X Range-SLIx-Tag Clear	$0.4850	$3,395.00	
Notes					
Two rfidTAG CASE Programmers, each Programmer a three month rental.					
Installation and Training Costs					
1	Total	Onsite Installation and Training for Gates/Remote for Remainder	$18,095.00	$18,095.00	
Shipping					
1		Estimated†††	$7,939.00	$7,939.00	
			Sub Total (USD)	$103,612.00	
			Taxes	$7,252.84	
			Total (USD)	**$110,864.84**	**$ 4,940.06**

Prices contained in this quote are good for 45 days.

Required Annual Software Licensing (beginning in year 2)

No. of seats		
4	circIT SUITE Software	**$1,600**
8	circIT STAFF Software	**$1,760**
1	staffCIRC TRAK Software	**$220**
1	rfidGATE Software	**$325**
3	Smart Terminals	**$960**
	Total (USD)	**$4,645**

Extended Hardware Warranty (beginning in year 2)

Years		
2	*Optional Hardware Warranty Shown in USD*	**$4,940.06**
2-3		**$9,386.10**
2-4		**$13,782.75**
2-5		**$17,981.80**
2-6		**$22,230.25**

Note: Due to an unusual level of volatility in the price and availability of some raw materials used in our manufacturing process, Tech Logic may find it necessary to increase some of the above prices should there be a delay between purchase order and delivery of these products. Tech Logic will do everything in our power to avoid this but these market-price changes are well outside of our control.

More information about these challenges can be found here: https://www.reuters.com/article/us-usa-economy-steel-insight/u-s-manufacturers-grapple-with-steel-shortages-soaring-prices-idUSKBN2AN0YQ

Please feel free to reach out to your Tech Logic Solutions Specialist if you have questions or concerns—we are committed to working closely and transparently with our libraries during these unique times.

***circIT* Suite Payment Terms and Support:**

† Software support is **required** starting in year two.
†† Hardware support is **optional** starting in year two.
††† Shipping charges estimated on all quoted products shipping at the same time F.O.B. originating facility.

Shipping is estimated and calculated using today's rates to one receiving location, unless otherwise noted. Additional shipping charges may apply. Multiple shipments may result in increased charges.

- Restocking fee of 20% will be applied to all returned hardware prior to library credit. Costs incurred for returned hardware are at the expense of the library.
- Payment of all applicable duties and taxes are the responsibility of the purchasing entity. All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.
- Standard Tech Logic Terms and Conditions apply to all sales.
- Prices quoted above include a standard Tech Logic one year warranty.
- Pricing for Comprise Smart Terminals include one Merchant Account set-up. Additional Merchant Account set-up pricing is indicated in above quote.
- Any required SIP configuration or ILS renewal fees are not covered by the Tech Logic first year warranty.

Payment Terms for circIT Suite Software and Equipment: A payment of 50% of the total order due upon execution of order confirmation 50% payment due net 30 at shipping. The net amount of each invoice is due in full, within thirty (30) days of date of invoice.

Interest Charges: If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month.

Performance Bond & Payment Bond:
Costs associated with Performance & Payment bond requirements are the sole responsibility of the library.

Software and Hardware Support:
- Required Annual Software License(s) costs begin in year two these costs are required for the duration the software is in use and is billed annually.
- Optional Extended Hardware Maintenance program costs begin in year two for chosen hardware equipment. Decline and/or lapse in coverage negates the ability to apply hardware maintenance on items at a later date.

* Required Annual Software License(s) and Optional Extended Hardware Maintenance Programs automatically increase 2% per year. Comprise products are exempt from any annual support increase.
Order submission confirms your understand of above stated policy.

Phone Support-Service Calls
- The minimum charge for service calls is a two-hour minimum.

Notes:
1) SIP2 is required. Please ensure that the SIP & ILS implementations are of the latest versions.
2) The SIP interface which integrates self-check systems with the ILS software is provided by the ILS vendor.
3) If the library is providing its own computers for the self**CIRC** PRO option, verify computers meet minimum specifications.
4) ***circIT*** Credit Card Payment works in conjunction with VeriFone or Comprise.
5) Payment Processing is the responsibility of the Library.

Lease Financing Option
AVAILABLE ON REQUEST

https://apply.peacsolutions.com/auth/EF?partnerid=6128031GVLEXAAR

The Value of Municipal Financing
Horizon Keystone Financials' initial emphasis in every sale is to identify and meet customer requirements. We structure lease terms that match your individual needs and budget. We will stay with you through the entire leasing process, from need identification through approval, documentation, and funding. We will work with you through every step of acquiring and financing equipment.

Who qualifies for a municipal finance agreement?
The government of states, counties, cities, towns, villages, boroughs, school districts, and state universities.

What kind of equipment can be financed?
All Tech Logic products and services.

How can a municipal finance agreement help our organization? A municipal finance agreement can improve your organization's financial situation by:

Reducing Monthly Outlays Because municipal interest payments are exempt from federal income taxes, Horizon Keystone Financial passes its tax savings on to you in the form of lower rates that keep your monthly payments affordable.
Leveraging Cash Position If your balance sheet is healthy, keep those cash reserves fully invested and use the income to off set the interest on your lease payments. Horizon Keystone Financials tax-exempt finance rates may even be lower than the rate you can earn on your invested funds.
Preserving Cash With no up-front cash required, you can use your available capital for operating requirements rather than down payments.
Simplifying Financial Transactions A master finance agreement line can eliminate the hassles of negotiating and bidding multiple purchases. Horizon Keystone Financial will fund your entire lease, eliminating the need for underwriting by investment bankers and the need to prepare lengthy documents.
Funding Immediate Needs You'll get the equipment you need now, without waiting for next year's budget cycle and without the costs and delays of a voter referendum.
Pooling Financial Needs for Discounts Consolidate the equipment needs of all your departments into a single finance agreement line and reap the rewards of lower interest rates.
Increasing Financial Control Coordinate the purchasing activities of multiple departments with a master finance agreement line that guarantees the same favorable terms for every transaction.
Non Appropriation Agreement - A municipal lease characterized by a non-appropriation clause specifies that the lease can be terminated in the event funds are not made available in subsequent fiscal years.
Early Buyout Options - Government body would be given an option to prepay the finance agreement at a *discounted buyout price* negotiated at the inception of the lease.
Variable Payments - Finance agreements could be structured with monthly, semi-annual, or annual payment structures to accommodate the government body financing.

Program Options Provided By:
PEAC Solutions
Robbie DeGaris: 856-505-4490 rdegaris@peacsolutions.com


Tech Logic

Contract# 22001772 for Tech Logic System

THIS CONTRACT FOR TECH LOGIC SYSTEM (hereinafter referred to as the "Agreement"), is made and entered into on the date of execution, by and between Lee County Libraries, 107 Hawkins Avenue, Sanford, NC 27330 (hereinafter referred to as the "Library"), and Tech Logic Corporation, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as "Tech Logic").

THE PARTIES RECITE AND DECLARE THE FOLLOWING:

A. The Library desires and hereby requests Tech Logic to design, develop, implement, install, Tech Logic Systems in the Library, as set forth in the attached Exhibit C.

B. Tech Logic represents that it possesses the skill, experience, knowledge and qualifications to design, develop, implement and install a Tech Logic System as required by this Agreement.

NOW, THEREFORE, in consideration of the hereinabove recitals, and the amounts to be paid, and of the mutual promises, representations, warranties, covenants and agreements hereinafter stated, and upon the terms and subject to the conditions hereinafter set forth, THE PARTIES AGREE AS FOLLOWS:

Article 1: Definitions

The following terms and phrases shall have, for the purposes of this Agreement, the meanings set forth below, unless a different meaning is clearly required by the context.

1 .01 "ILS" means the Library's current Integrated Library System for tracking, recording and accounting for the location, lending and return of library materials, as the system is existing on the date of execution of this Agreement, and as the same may, from time to time, be modified or enhanced.

1 .02 "Agreement" means this Contract for the Tech Logic System and all attachments, Exhibits and Addendums incorporated herein, including all modifications, amendments and Change Orders executed in accordance with the requirements set forth herein.

1 .03 "Change Order" means a written order for any change in the goods or services to be provided under this Agreement which increases or decreases the total Contract Price to be paid by Library hereunder, which Change Order shall be in the form of the Change Order attached hereto as Exhibit E.

1 .04 "Effective Date" means the date on which this Agreement is executed by all required signatories.

1 .05 "Library Automation Vendor" or "LAV" means a supplier of computer software capable of processing and recording the Library's materials lending activities, including book check-out and check-in.

1 .06 "Project Manager" means the individual designated as such by Tech Logic, having substantial knowledge and experience with respect to all aspects of the Tech Logic System development, manufacture, installation and testing, including but not limited to the machinery, software, engineering, hardware and related theories utilized in thedesign, development, installation, testing and operation of the System.

1 .07 "RFID" means Radio Frequency Identification, which is a method of identifying or detecting data stored on a microchip with an antenna.

1 .08 "Tech Logic System" or "TLS" the entire system of products purchased by the library under this contract. means the hardware, software, and material components purchasedby the Library under this Agreement as set forth in Exhibit C, which may be amended from time to time pursuant to a Change Order.

Article 2: Statement of Work

2 .01 The TLS .

A. The TLS shall be designed by Tech Logic, after consultation and agreement with the Library, and shall be manufactured and installed in accordance with the deliveryschedule as set forth in Exhibit H, and specifications contained in Exhibit C, "Descriptionof TLS and Pricing."

2 .02 Shipment .

A. Shipment. Shipment of the TLS and all of the components shall be FOB destination. It is understood by the parties that all shipping charges shall be paid for by the Library, which costs are quoted in Exhibit C.

B. Delivery. Delivery of all components of the TLS shall be made to a location mutually agreed to by the parties in advance. ,Tech Logic shall coordinate delivery of all components with the Library. The Library shall provide safe enclosed storage of all components of the TLS.

2 .03 Installation .

A. If the TLS necessitates onsite installation (or the Library elects onsite installation) by Tech Logic, all hardware and software installation, testing, and training shall be completed atthe Library by Tech Logic. If the TLS does not necessitate onsite installation, and the Library elects remote installation, the TLS hardware shall be installed by the Library and software installation, testing, and training shall be completed remotely by Tech Logic. Installation of all components of the TLS purchased will be made with the reasonable assistance of Libraryand its agents as provided in Article 3. Tech Logic shall assist the Library in any technical conversations with the LAV regarding the interface of the TLS software with the ILS.

2 .06 Training .

A. In addition to the onsite training described in this Section, Tech Logic shall train system managers and operators through its customer support service as provided herein and in Section 8.02.

B. Maintenance and Operating Manuals. Upon delivery of the Notice of Completion to the Library, Tech Logic shall provide the Library with all information and operation manuals. Operation manuals shall include mechanical, electrical and program design documentation for the Library to adequately test, troubleshoot and maintain the TLS. Both paper and electronic versions of all documentation will be included and delivered with the system following each subsequent release.

C. System Training. Tech Logic understands and agrees that training is an essential part of the implementation of the TLS and that implementation will not be complete until training has been provided to Library staff to the Library's satisfaction. Tech Logic shall provide training to enable Library staff to manage, operate and support the TLS detailed in Exhibit C. Such training shall be appropriate for both public service staff and technical support staff with a wide range of prior knowledge, skill and experience.

   i. Tech Logic shall perform the training services in a timely and professional manner by capable and qualified trainers.

   ii. At the Library's request via Change Order, additional training can be provided at the rates outlined in section 8.01.03.

2.07 Application of Contract to Components Subsequently Purchased.

A. When negotiating and determining the Library's TLS, if system components of Tech Logic's are not included in the Library's TLS, Tech Logic must notify the Library prior to final negotiations to allow the Library time to pick TLS that includes all system components.

B. The Library shall have the right, but shall not be obligated, to purchase system components and RFID Tags and TLS at any time, or from time to time, within one (1 year) following project completion for the TLS at the prices set forth in Exhibit C.

Article 3: Obligations of the Library

3.01 Acceptance of Risk and Storage of TLS Components.

A. Library shall provide safe and enclosed storage of all TLS components until Tech Logic is on-site for installation in accordance with Section 2.05. Except for damage caused by Tech Logic or its agents, Library shall bear all risk of loss and damage of TLS components after delivery and acceptance at the location designated by Library.

3.02 Responsibilities for Installation.

A. Tech Logic will perform installation, testing, and training for the TLS in accordance with the Library's chosen installation method. Library responsibilities for installation include the following:

i. Interface with ILS. SIP2 is required. Please ensure that the SIP and ILS implementations are of the latest versions. The SIP interface which integrates the solutions with ILS software is provided by the ILS vendor. ILS connection to the library must be tested and operational prior to TL technician's arrival for installation.

ii. The Library may have chosen to provide their own computers or other equipment (e.g. PC, barcode scanner, receipt printer) for certain solutions. Please verify that equipment meets minimum specifications specified by Tech Logic.

iii. Library is responsible for supplying and/or modifying any furniture (e.g. to supporta desktop unit) and, wherever applicable for security gates, implementing any modification (e.g. drilling for anything other than concrete) and/or finishing work.

iv. Electrical and Data Connection. Ethernet and surge-protected power must be accessible at each unit's location and at each security gate entryway.

v. Availability of Facilities. The Library shall provide adequate workspace and storage space at the Library to facilitate the performance of services by Tech Logic during the installation of the TLS for up to four (4) of Tech Logic's personnel.

vi. Training andTesting. Library shall fully cooperate with Tech Logic in all installation, testing, and training activities described in Article 2 such that entry of an Acknowledgment of the Notice of Completion is not delayed in any respect thereby.

vii. Required and Optional Support. After the complimentary first-year warranty (Article8), the Library must, at a minimum, pay for software license, which provides software support for the TLS as outlined in the Software License (Exhibit I). The Library may also choose to purchase an Extended Hardware Warranty (outlined in Exhibit J) for any or all components.

viii. Obstructed Installations. Tech Logic personnel shall have continuously free and unobstructed access to all areas in which components of the TLS are to be installed.

Article 4: Work Schedule

4.01 Work Schedule.

A. Within thirty (30) days of the Effective Date, Library and Tech Logic shall complete Exhibit H, "Project Schedule & Delivery Schedule," to create a schedule for all work to be completed on the TLS under Article 2. A separate Project Schedule shall be created within thirty (30) days of the execution of any Change Order for the purchase of additional TLS components.

4.02 Delay by Library.

A. Library may request a rescheduling of the delivery or installation of any part of the TLS as necessary or convenient to Library, provided that:

B. Library's request shall not be made fewer than forty-five (45) business days prior to the scheduled delivery or installation date,

C. Payment obligations of Library under this Agreement shall not be delayed in any respect thereby and, specifically, such request shall not delay payments due under Article 9 hereof or any other provisions of this Agreement specifying payments to Tech Logic,

D. Library shall fully pay, or reimburse Tech Logic, for commercially reasonable storage charges relative to such rescheduling request at a rate of one-tenth (1/10) of one percent (1%) per week of the total contract price, and

E. Library may, as an alternative to storage with Tech Logic, elect to take delivery off-site and at a location other than that of Tech Logic, with any storage costs associated therewith being the exclusive responsibility of the Library.

4.03 Delay by Tech Logic.

A. Tech Logic shall not unreasonably delay delivery and installation of any part of the TLS without prior written consent of Library, which consent shall not be unreasonably withheld.

Article 5: Staff and Work Conditions

5.01 Project Manager.

A. Tech Logic shall designate a Project Manager within ten (10) days of the Effective Date. The Project Manager shall be accountable and accessible to the Library at all times regarding performance, progress and completion of all phases of work during the development, manufacturing, installation, and testing of the TLS.

5.02 Tech Logic's Agents.

A. In addition to the Project Manager, Tech Logic shall engage, at its own expense and discretion, such other persons as may be necessary in Tech Logic's judgment to fulfill the obligations of Tech Logic herein. Tech Logic agrees that all individuals so engaged shall be properly trained, competent and qualified to perform assigned tasks. Tech Logic may replace any person so engaged provided that such substitute person possesses the qualifications above specified.

5.03 Access to and Use of Library's Property.

A. Tech Logic shall invite only those persons performing tasks for Tech Logic to come upon the Library's premises. Tech Logic shall not bring any property, other than what is required pursuant to the services herein specified, onto any Library premises.

B. Tech Logic shall not use, suffer or permit the use of the space provided by the Library to Tech Logic hereunder, nor any part thereof, in any manner or for any purpose, nor permit anything to be done, brought or kept thereon (including, but not limited to, the installation or operation of any electrical, electronic or other equipment) which, in the reasonable judgment of the Library, would:

i. Delivery of Services. Impair or interfere in any way with the delivery by the Library of services, or the proper and economic heating, air-conditioning, cleaning or other services of the Library; or occasion discomfort, inconvenience, or annoyance to anyof the occupants of the Library or impair the appearance of the Library.

ii. Business. Be prejudicial to the business of the Library, or reflect unfavorably on the Library.

iii. Relationship. Confuse or mislead the public as to any connection or relationship between the Library and Tech Logic.

iv. Impairment of Other Work. Except as agreed in advance between Tech Logic and the Library, perform or fail to perform any action that results in the impairment of any work being performed by the Library's other agents, consultants or contractors.

5.04 Library's Access to Inspect the Work.

A. Tech Logic shall permit representatives of the Library, at reasonable times, to have access to and inspect Tech Logic's installation work of the TLS.

5.05 Cleanliness and Safety.

A. No rubbish, dirt, tools or other articles, items or things shall be put in the public areas of the Library by Tech Logic. Tech Logic shall at all times keep the Library free from accumulations of waste material or rubbish caused by its employees, agentsor contractors or their work; and at completion of the work, Tech Logic shall remove all its tools, equipment and waste, leaving the work area broom clean. Tech Logic shall conduct the work in a safe and orderly manner and shall take every reasonable precaution so as not to allow injury to any person or damage to the Library.

5.06 Compliance with Library's Rules.

A. Tech Logic shall observe and comply with any reasonable rules which the Library has made or may make, and which are communicated in writing to Tech Logic, provided such rules are not inconsistent with the terms and conditions of this Agreement.

5.07 Direction of Project Manager.

A. Tech Logic shall cause its employees to cooperate with all directions of the Library's project manager while at the Library.

5.08 Possessions on Library Premises.

A. Tech Logic shall remove all of its property from the Library premises upon conclusion of work. Any property of Tech Logic, its agents or subcontractors, which remains on Library premises more than thirty (30) days after the conclusion of work shall be deemed to have been abandoned, and may either be retained by the Library as its property or disposed of in such manner as the Library deems appropriate.

Article 6: Change Orders and Enhanced Functionality

6.01 When a Change Order is Required.

A. No change in the work to be performed hereunder that will increase or decrease the total Contract Price shall be made except by a Change Order in the form provided within Exhibit E. Upon receipt of a duly executed Change Order, Tech Logic shall proceed with the work involved. All work shall be accomplished under the applicable conditions of this Agreement.

6.02 Requirements of Change Order.

A. The Library shall have the option to decrease the amount or quantity of goods or services to be provided hereunder only if Tech Logic has not irrevocably committed to purchasing such equipment, goods or services.

B. No Change Order will be effective to change the Contract Price hereunder unless signed by a qualified representative from each party. A qualified representative shall have authority to fully bind its party to terms and conditions of this Agreement, and to any additional expenditure under any Change Order.

Article 7: Licenses and Proprietary Rights

7.01 Manuals and Software.

A. Tech Logic's operating manuals and software licenses reflect designs and programs, as well as other components, which comprise the TLS as identified herein, and which have been developed by Tech Logic. The TLS and its related designs, programs, components, and operating systems contain proprietary and/or trade secret information owned by Tech Logic and third-party vendors who have entered into licensing agreements with Tech Logic. Use of the software and the operating manuals in a manner not related to the Library's use of the TLS is prohibited. Tech Logic is aware and acknowledges that Lee County and the Lee County Library is subject to North Carolina Public Records law and if requested, may be required to make disclosures of material in its possession, including this contract, upon a valid, legal request or court order.

7.02 Licenses.

A. Tech Logic hereby grants the Library a perpetual, non-exclusive license to use all software that Tech Logic has developed. Tech Logic shall also provide Library with all third-party software licenses, if any, necessary to grant the Library the right to own and operate the TLS as provided in this Agreement. Library shall be subject to the "Software License Agreement" as set forth in Exhibit I.

7.03 Use of TLS.

A. All items comprising the TLS are deemed to be for Library as a single user, and may not be resold by Library, or its successors in interest, without the express written consent of Tech Logic. Tech Logic does not by this Agreement transfer the right to use any of its proprietary technology, including software and mechanical devices, by Library, except for its use in the TLS.

7.04 Tech Logic's Assurances.

A. Tech Logic represents and warrants that it has the right to enter into this Agreement and grant to the Library the right to own and use all software, hardware, machinery, systems and manuals hereunder provided.

B. Tech Logic has not transferred to the Library, or its successors in interest, the right to use or otherwise sell or convey the proprietary technology that comprises the TLS and its operations to a third party; provided, however, the Library shall have the right to modify, enhance or relocate the TLS to other Library uses and facilities.

C. If the Library modifies, enhances or relocates the TLS to other Library uses and facilities, and such modifications, enhancements or relocations are not performed by Tech Logic personnel as provided in Section 8, all warranties by Tech Logic under this Agreement shall terminate, and Tech Logic shall have no further obligations to the Library with respect to any warranty claim by the Library with respect to such modification, enhancement or relocation.

7.05 Intellectual Property Rights.

A. Tech Logic (or its licensors) retains ownership of all intellectual and industrial property rights (including, without limitation, patents, copyrights, trade secrets, trademarks and designs) in and relating to the TLS and all enhancements, modifications and updates thereof. Tech Logic shall indemnify and hold harmless Lee County and the Lee County Library from any and all copyright, trade secret or licensing claims concerning Tech Logic's ownership or licensing of the products under this contract.

B. Except for the limited license rights expressly granted in this Agreement, nothing in this Agreement shall be construed as granting to the Library or implying the grant of any other rights, by license, assignment, transfer or otherwise, under any intellectual and/or industrial property rights in or relating to the TLS or information provided by Tech Logic. The Library shall not make any copies, reverse engineer, disassemble, or decompile any software or part thereof, except as may expressly be set forth in this Agreement.

7.06 Modifications to Software Functionality Outside the Scope of the Bid Specifications.

A. The Library may modify any component of the software that it deems necessary to meet its needs without the approval or consent of Tech Logic, as set forth below. It is understood and agreed that the Library will not sell or divulge the software to any third parties.

B. It is understood by the parties that:

i. Modify Patron Screens. The Library shall have the right and ability to modify Patron Screens and similar items at its sole discretion.

ii. Technical Support. The Library will seek Tech Logic's technical support for all software modifications and changes to the software, other than modifications to Patron Screens/Skins, and to pay a reasonable fee for those services if applicable. These fees, if applicable, are set forth in Section 8.01 of this Agreement.

iii. No Modification. The Library will not modify any other programming in any manner beyond what is designed to be configured by the end user.

Article 8: Warranty and Customer Support

8.01 Warranty.

A. Warranty. During the one-year warranty period described below, Tech Logic warrantsto Library that in normal and contemplated use and service, the equipment purchasedfrom Tech Logic will be free from defects in material or workmanship, and shall perform substantially as described in specified standards, samples, and manuals provided by Tech Logic to Library. This warranty is effective for a period ending (i) one (1) year from the installation complete date, or (ii) upon the expiration of the time specified with respectto a particular item, whichever is applicable. Subject to the conditions, procedures, and exclusions contained in this document, Tech Logic will, at its option, either repair or replace any defective equipment or part thereof at Tech Logic's expense, or refund the purchase price of the defective equipment.

   i. RFID Tags. Tech Logic warrants that RFID tags will be free from defects in material and workmanship, and each tag will function for the life of the library item to which it has been originally affixed. This warranty does not cover RFID tags that have been misused, altered, neglected, handled carelessly, or used for purposes other than their intended purpose. Any tag supplied by Tech Logic that proves defective within these parameters will be replaced at no cost to the Library.

   ii. Responsibility for Product Selection. The Library is solely responsible for the selection, use, efficiency, fitness and suitability of Tech Logic's equipment and products for the Library's intended purpose. The Library assumes all risks and liabilities in connection with the use of Tech Logic's equipment and products.

   iii. Responsibility to Notify. Library shall notify Tech Logic within five (5) business days of any defects or malfunctions in the TLS (via the contact methods outlined in Exhibit L) of which it learns from any source. Failure to do so will void the warranty againstthat defect.

B. Warranty Action. Correction of defects of the system shall be accomplished by Tech Logic in a timely and expeditious manner, according to the following procedure:

   i. If, within the Warranty period, any product proves defective due to defects in material or workmanship, or fails to meet the written specifications as described in this Agreement, or (if applicable) fails to conform to the sample Tech Logic provided to Library, Library shall promptly notify Tech Logic of product defect via the contact methods outlined within Tech Logic's Customer Care Guidelines.

   ii. Depending on the product and the defect, and subject to confirmation of warranty coverage, Tech Logic's customer care team will either fix the issue remotely, help the Library to return the equipment, or propose a schedule for onsite repair. Tech Logic will, within reasonable time, replace or repair the product at Tech Logic's expense, or refund the product's purchase price. If applicable, Tech Logic may require return of the defective product prior to refund or replacement.

iii. If return of equipment is necessary, Tech Logic will assign a return merchandise authorization (RMA) and notify the Library. The Library shall securely package the defective equipment and inform Tech Logic's customer care team that the equipment is ready for shipment. Tech Logic shall not be responsible for any loss or damage incurred in shipping. All returned merchandise must include the RMA number. Upon notification from the Library, Tech Logic will send a call tag for pickup and return. When service is complete, Tech Logic will ship the repaired or replaced equipment back to the Library via regular ground. Requests for expedited return/ shipping will be accommodated when possible, at the Library's expense—otherwise, all parts, labor, shipping, etc. will be at Tech Logic's expense.

iv. In the rare case that an onsite service visit is required, Tech Logic will provide the Library with an action plan including the anticipated travel and on-site time expected to correct the issue. Upon receiving authorization from the Library, Tech Logic will proceed with the on- site service visit at Tech Logic's expense.

v. Following a warranty repair or replacement, this limited warranty shall continue in effect until the end of the original warranty period or for sixty (60) days after the repair or replacement, whichever is later.

8 .02 Outside- or Post- Warranty Action .

A. Outside- or Post-Warranty Action. If Tech Logic determines that any element within the system is outside of the warranty period or warranty parameters (i.e. "Non-Covered Conditions") as described in Section 8.03—unless a service contract has been entered into by the parties in a subsequent (separately executed) service agreement (Exhibit J)—Tech Logic shall provide service at its standard billing rate for hourly labor and other costs as applicable including but not limited to travel, lodging, parts, and service during weekend or non-business hours.

B. Return/Refund Parameters. If any equipment return/refund is necessary or desired as part of Agreement Termination, and is not applicable to any active Warranty provisions, the Library shall be responsible for the costs involved with returning equipment and shall be assessed a restocking fee equal to 20% of the purchase price of the returned equipment.

8 .03 Non-Covered Conditions

A. Misuse. Any defect in covered system(s) or their components caused by misuse, neglect, or unauthorized repair, maintenance, or modification of the equipment is specifically not covered under this Warranty program.

B. Unauthorized Modification or Movement. Any warranty is void if the System is modified or altered with- out the knowledge and written permission of Tech Logic. The warrantyherein shall remain in effect should the Library move the Tech Logic products to another location only if said move is coordinated/acknowledged by Tech Logic.

C. Security Gates. For security gates; should the gate(s) be removed for any reason and then re-installed by the Library, additional charges may be incurred for reconfiguration and system optimization. Tech Logic accepts no responsibility for functionality after re-installation unless the gate(s) are reinstated by a Tech Logic certified technician.

8.04 Other Limitation.

A. All warranties given by Tech Logic are limited to replacement or repair of defective components including hardware and computer software. Tech Logic shall determine whether the components should be replaced or repaired.

B. Expendable and/or consumable items or parts included with the equipment (e.g. batteries, chargers, cords, receipt paper, etc.) are not covered under this warranty.

C. Unless related to an act, omission, or negligence of Tech Logic or Tech Logic's agents, liability for defective equipment is expressly limited to replacement or repair of defective equipment, subject to the equipment warranties currently in effect and outlined within Article 8. In no event shall Tech Logic be liable to Library for any indirect, special, or consequential damages, or lost profits, that are not the direct result of any act, omission, or negligence of Tech Logic or Tech Logic's agents. In the case of liability, each party's liability to the other shall not exceed one hundred percent (100%) of the total Contract price. This limitation of liability shall not apply to damages arising out of or relating to a party's failure to comply with confidentiality obligations, if applicable; personal injury, including death, caused by the negligent or intentional acts of a party or its representatives; damage to tangible property caused by the negligent or intentional acts of a party or its representatives; damages arising out of any loss of data or other damage to data caused by any disabling code or virus.

D. Tech Logic specifically disclaims any implied warranty of merchantability, fitness for any particular purpose, or any other implied warranty. No waiver, alteration, or modification of this Agreement shall be valid unless made in writing and signed by an executive officer of Tech Logic.

E. In the event any implied warranties (including, but not limited to the implied warranties of merchantability and fitness for a particular purpose) are found to exist, such warranties are limited (i) in duration to the period of the limited warranties set forth in this document, and (ii) in amount to the total amount paid to Tech Logic by the Library for the productor equipment in question. Some states do not permit the exclusion of incidental or consequential damages, and in those states the foregoing limitation may not apply. The warranties as set forth in this document give the Library specific legal rights and theLibrary may have other legal rights which vary from state to state.

8.05 Customer Support.

A. Customer support shall be as stated in Exhibit L “Customer Care Guidelines” and Exhibit I “Software License Agreement”. Tech Logic’s customer support is given with the understanding that Library will provide adequately trained personnel to run the TLS, including the following:

i. System Manager or Team Leader. A broad base of computer skills is required as well as a background and understanding of current Microsoft operating system software. Knowledge of Library operations is equally important. In addition, this person should have good personnel skills and experience in supervision. This person will be required to schedule personnel and provide back-up and training for the people on this team. This person shall be the principal contact with Tech Logic for operation and maintenance of the TLS. Further, this person shall possess,in addition to computer and software literacy, mechanical troubleshooting literacy.

ii. System Operators. TLS operators shall be capable of running basic Microsoft Windows software applications and have a general familiarity with personal computers. Additionally, the system operators shall be capable of taking readable notes and have the skills to train and pass on their knowledge to other system operators.

iii. System Maintenance Personnel. Library’s System Maintenance Personnel shall have experience in building and facilities maintenance which shall include heating and ventilating systems, power distribution systems and generalized personal computer operation. Further, Library’s System Maintenance Personnel shall also particularly possess a working knowledge of pneumatics, control wiring, and 3-phase electronics. In general, such Personnel shall be willing and able to help trouble shoot system mechanical problems when other Library staff members need assistance.

8.06 Software Upgrades

A. Tech Logic will provide software support in accordance with the Software License Agreement (Exhibit I), including but not limited to the following:

i. Operating System. Upgrades and changes in the Operating System that require updates to the application code shall be completed by Tech Logic.

ii. RFID Back End Application Code. Tech Logic will provide the Library with all updates.

iii. Skins/Front End Application. The Library may make changes as needed.

iv. File Transfer Protocol. Maintain version control from Tech Logic’s File Transfer Protocol (FTP) site.

v. Integration Standards. Tech Logic shall make necessary software upgrades to ensure that the TLS is compliant with SIP1, SIP2 and all SIP enhancements and that the RFID Tags and TLS confirm to open architecture to fully interface with all SIP compliant Integrated Library System (ILS) vendors.

vi. Post warranty, it is understood and agreed that the Library must pay the annual Software License fee in order to receive the upgrades and telephone support. Annual Software License costs are described in Exhibit C.

Article 9: Pricing, Discounts, Payment Terms,and Maximum Contract Amount

9.01 Contract Price.

A. Contract Price. The total contract price for the TLS is set forth on Exhibit C (herein referred to as the "Contract Price'") unless a Change Order is executed by both parties.

B. Estimated Shipping Charges. Shipping charges are estimated on all quoted products shipping at the same time F.O.B. destination. Shipping is estimated and calculated using today's rates to one receiving location, unless otherwise noted. Additional shipping charges may apply. Multiple shipments may result in increased charges.

C. Taxes (If Applicable). Payment of all applicable duties and taxes are the responsibility of the purchasing entity. All prices, including Service and Maintenance, do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

9.02 Payment Schedule for Tech Logic Products.

A. Payment Schedule. Payment of the Contract Price for Tech Logic Products in Pricing Schedule (Exhibit C) shall be made as follows:

i. A payment of 50% of the total order is due net thirty (30) days after execution of contract/order execution.

i. Final payment of 50% of the total order, plus all additional payments required under executed Change Orders, if any, shall be paid within thirty (30) days of shipping.

9.03 Payment Schedule for Change Orders.

A. The payment of any Change Order shall be made in installments, with the first installment being due thirty (30) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth in Sections 9.02 and 9.03.

9.04 Interest Charges.

A. If any payments due from Library to Tech Logic are deemed to be overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month.

9.05 Performance Bond & Payment Bond.

A. Costs associated with any Performance & Payment bond requirements are the sole responsibility of the library.

9.06 Software and Hardware Support.

A. Required Annual Software License(s) costs begin in year two. These costs are required for the duration the software is in use and are billed annually.

B. Optional Extended Hardware Warranty program costs begin in year two for chosen hardware equipment. Decline and/or lapse in coverage negates the ability to apply hardware maintenance on items at a later date. Order submission confirms your understanding of above-stated policy.

9.07 Applicability to Other Locations.

A. The terms and conditions set forth in this Agreement extend and apply to purchases of Tech Logic's goods and services by other libraries located within the state, subject to provisions specific to each individual location, including but not limited to System Layout Drawings and Components (Exhibit A); System Pricing, Component Description and Contract Amendment Schedule (Exhibit C); Change Order (Exhibit E); Notice of Completion and Acknowledgement (Exhibit F); Library Notice of Corrections (Exhibit G); Project Schedule and Delivery Schedule (Exhibit H); and Software License Agreement (Exhibit I).

Article 10: Termination

10.01 Termination by Tech Logic.

A. This Agreement may be terminated by Tech Logic with or without cause and without penalty if Tech Logic provides sixty (60) business days advance written notice of intent to terminate. If intent to terminate is due to Tech Logic's belief that the Library has materially breached its obligations under this Agreement, the Library shall first be given a written notice that specifies the nature of the breach and Tech Logic shall offer Library not fewer than thirty (30) business days to correct the breach.

10.02 Termination by Library.

A. This Agreement may be terminated by the Library with or without cause and without penalty if the Library provides sixty (60) business days advance written notice of intent to terminate. If intent to terminate is due to the Library's belief that Tech Logic is in breach of its obligations under this Agreement, Tech Logic shall first be given a written notice that specifies the nature of the breach and the Library shall offer Tech Logic not fewer than thirty (30) business days to correct the breach.

10 .03 Action Upon Termination .

A. Upon termination of this Agreement, Tech Logic shall be entitled to payment for any satisfactory work performed prior to the date of termination. If any equipment return/ refund is necessary or desired as part of Agreement Termination, and is not applicable to any active Warranty provisions, the Library shall be responsible for the costs involved with returning equipment. Library shall immediately return to Tech Logic all of Tech Logic's operating manuals and licenses except for those licenses for hardware or software not created by Tech Logic.

10 .04 No Limitation on Remedies .

A. Except as expressly provided, nothing in this Article 10 shall be deemed to waive or limit any other action, proceeding or remedy to which either party would otherwise be entitled as a result of the breach of this Agreement by the other party.

Article 11: Miscellaneous Provisions

11 .01 Complete Agreement .

A. Complete Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. The limited warranty and remedies set forth in this document are the sole and exclusive remedies available to any person for any damages of any kind and nature, including incidental, consequential, or special, related to Tech Logic's TLS, whether arising from warranty, contract, negligence, tort, or otherwise. The parties herein acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

B. Exhibits Subject to Contract. Exhibits included with this Contract by reference (section 11.16) are subject to any applicable provisions outlined in this Contract including, but not limited to, the general provisions outlined in Article 11 of the Contract. If there is deemed to be a material and direct discrepancy between any provisions within this Contract and provisions within any Exhibit, the Contract shall govern.

11 .02 Amendments.

A. No modification or cancellation of any portion of this Agreement shall be effective unless in writing and signed by the parties or their duly authorized representatives.

11 .03 Governing Law.

A. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

11 .04 Deleted.

11 .05 Severability.

A. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement.

11 .06 Notices.

A. Until one party provides written notice with other instructions to the other party, any written notices required to be given under this Agreement shall be deemed given when delivered personally, when delivered by prepaid certified mail with return receipt requested, or when delivered by electronic transmission with telephonic confirmation as follows:

i. If to Tech Logic: **Gary Kirk, President**
Tech Logic Corporation
835 Hale Ave. N
Oakdale, MN 55128
FAX: (651)747-0493, email: gwkirk@tech-logic.com

If to Library: **Beth List, Director of Library Services**

Lee County Libraries

107 Hawkins Avenue

Sanford, NC 27330

Email: blist@leecountync.gov

11.07 Binding Effect.

A. This Agreement shall inure to the benefit of and be binding upon the Library and TechLogic and their respective successors and assigns.

11.08 Force Majeure.

A. Neither party shall be deemed to be in default of any provision of this Agreement for any delay, suspension or failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control.

B. Written Notice. If either party is unable to perform as the result of such an event, such party shall send the other party written notice stating the delay and cause thereof, within at least fifteen (15) days from the date of the occurrence of the force majeure event.

11.09 Resolution of Questions and Disputes.

A. Dispute Resolution. Tech Logic and Library will exercise their good faith and reasonable effort to negotiate and settle promptly any dispute that may arise with respect to this Agreement. The parties may obtain the services of a mediator or other "alternate dispute resolution" upon their mutual agreement prior to seeking redress through a Court of competent jurisdiction. The parties will share equally in the cost of alternate dispute resolution.

B. Venue. Any formal dispute resolution proceeding, including, but not limited to, mediation, arbitration or litigation, shall be conducted within the state of North Carolina.

11.10 Deleted

11.11 Indemnity.

A. Tech Logic agrees to defend, indemnify and hold Lee County and the Lee County Library, and its officers, employees and agents harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorneys' fees, to the extent any of the foregoing results, directly or indirectly, from any error or omission and/or willful or negligent act of Tech Logic, its agents, employees or subcontractors in the performance of this Agreement and against all loss by reason of the failure of Tech Logic fully to perform, in any respect, all obligations under this Agreement. In no event will Tech Logic be liable for any damages caused by the Library's failure to perform its responsibility hereunder or for damages to property or persons caused by faulty installation by the Library, except to the extent any such failure is attributable to the action or inaction of Tech Logic.

11.12 Independent Manufacturer.

A. Nothing herein creates or establishes the relationship of a joint venture or partnership between the parties, nor constitutes Tech Logic as the agent, representative or employee of the Library for any manner whatsoever. Tech Logic is and shall remain an independent manufacturer under this Agreement. Any and all personnel employed by Tech Logic or its subcontractors while engaged in the performance of any activity under this Agreement, shall have no implied contractual arrangement with the Library and shall not be considered employees of the Library; and any and all claims of said personnel while so engaged that may arise under the Workers Compensation Act, and any and all claims whatsoever of any personnel arising out of employment or alleged employment by Tech Logic including, without limitation, claims of any discrimination against Tech Logic, its officers, agents, contractors or employees shall in no way be the responsibility of the Library; and Tech Logic shall defend, indemnify and hold the Library, its trustees, officers, agents and employees harmless from any and all such claims.

11.13 Assignment.

A. Tech Logic shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Library. Library shall not assign this agreement except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This Agreement shall be binding upon each party's permitted successors and assigns.

11.14 Captions.

A. The captions appearing at the commencement of the articles, sections and clauses hereof are inserted for convenience of reference only and shall not constitute a part of this Agreement.

11.15 Counterparts.

A. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.16 Incorporation of Exhibits.

A. The following Exhibits attached hereto are hereby incorporated into and form a part of this Agreement.

i. Exhibit A: Tech Logic Response to RFP# 6110-01-25 RFID Library System

ii. Exhibit C: Description of TLS and Pricing

iii. Exhibit E: Change Order

iv. Exhibit H: Project Schedule and Delivery Schedule

v. Exhibit I: Software License Agreement

vi. Exhibit J: Optional Extended Hardware Warranty

vii. Exhibit L: Customer Care Guidelines

B. There are no Exhibits B, D, F, G, or K in this Agreement.

Contract Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

Tech Logic Corporation

Signature:



Gary Kirk, President

Date: September 26, 2025

Lee County Libraries

Signature:

Library Agent

Date:

Exhibit C:

Prepared For: Lee County Libraries, NC

9/17/2025

Quote Number: 09172025 JK

QTY	PN	Self-Checkout System Products and Services	Unit Price	Extended Price	Optional 2nd Year Hardware Price
selfCIRC COMBO					
3	45008155	SPAD Antenna with Reader	$750.00	$2,250.00	$260.10
3	25020239	Two Directional Scanner with Hands Free Base	$275.00	$825.00	$62.52
3	25019803	24" Touchscreen Monitor	$625.00	$1,875.00	$133.34
3	25019804	24" Non Touchscreen Monitor	$399.00	$1,197.00	$76.35
3	25013325	Articulating Arm, Monitor Holder	$425.00	$1,275.00	
3	25012265	Desktop PC Windows 11 Professional	$1,099.00	$3,297.00	$291.42
3	25012426	Epson Desktop Receipt Printer	$475.00	$1,425.00	$106.52
3	25012273	Epson 6' USB Cable	$16.00	$48.00	
3	25011152	Receipt Printer Paper (roll)	$4.00	$12.00	
selfCIRC KIDS					
1	80504000	selfCIRC KIDS, RFID, Barcode and Receipt Printer	$6,750.00	$6,750.00	$611.13
1	80603501	Wrap Stock Design, All Sides	$1,100.00	$1,100.00	
staffCIRC PRO					
8	45008155	SPAD Antenna with Reader	$750.00	$6,000.00	$693.60
Comprise					
3	25020196	Smart Terminals for Self Check -Ethernet - USA	$1,100.00	$3,300.00	
staffCIRC TRAK					
1	45008626	staffCIRC TRAK with Protective Case Assembly (14"Laptop)	$4,595.00	$4,595.00	$297.70
rfidTAG CASE					
2	3RUTAGIT	rfidTAG CASE Programmer (rental)††	$149.50	$299.00	
rfid GATE					
1	83001001	Tech Logic Single Aisle Crystal Gate Wave with People Counter	$4,775.00	$4,775.00	$381.80
3	83001002	Tech Logic Dual Aisle Crystal Gate Wave with People Counter	$5,995.00	$17,985.00	$1,568.10
rfid GATE					
1	83002001	Tech Logic Single Aisle Crystal Gate Excellence with People Counter	$5,775.00	$5,775.00	$457.47
Software					
4	28000002	circIT SUITE	$0.00	$0.00	
8	28000007	circIT STAFF	$0.00	$0.00	
rfidTAG					
100000	25016567	Book-SLIx-Tag White	$0.1140	$11,400.00	
7000	25016568	CD/DVD X Range-SLIx-Tag Clear	$0.4850	$3,395.00	
Notes					
Two rfidTAG CASE Programmers, each Programmer a three month rental.					
Installation and Training Costs					
1	Total	Onsite Installation and Training for Gates/Remote for Remainder	$18,095.00	$18,095.00	
Shipping					
1		Estimated†††	$7,939.00	$7,939.00	
			Sub Total (USD)	$103,612.00	
			Taxes	$7,252.84	
			Total (USD)	**$110,864.84**	**$ 4,940.06**

Prices contained in this quote are good for 45 days.

Required Annual Software Licensing (beginning in year 2)

No. of seats		
4	circIT SUITE Software	$1,600
8	circIT STAFF Software	$1,760
1	staffCIRC TRAK Software	$220
1	rfidGATE Software	$325
3	Smart Terminals	$960
	Total (USD)	$4,645

Exhibit E: Change Order

Lee County Libraries

Amendment No. _____

Pursuant to Article 6 of the Contract, Tech Logic Corporation and the Library herein agree to Contract Amendment(s) as follow and as now reflected in Exhibit C, System Pricing, Component Descriptionand Contract Amendment Schedule:

Item No.	Last Qty	New Qty	Part No.	Amendment	Part Description	Price Each	Total Price
					Total Amendment Price Change:		

Comments: _____

This Exhibit is subject to any applicable provisions outlined in the Contract including, but not limited to, the general provisions outlined in Article 11 of the Contract. If there is deemed to be a material and direct discrepancy between any provisions within this Exhibit and provisions within the Contract, the Contract shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order, as of the dates set forth below.

Tech Logic Corporation

Signature:

Gary Kirk, President

Date:

Lee County Libraries

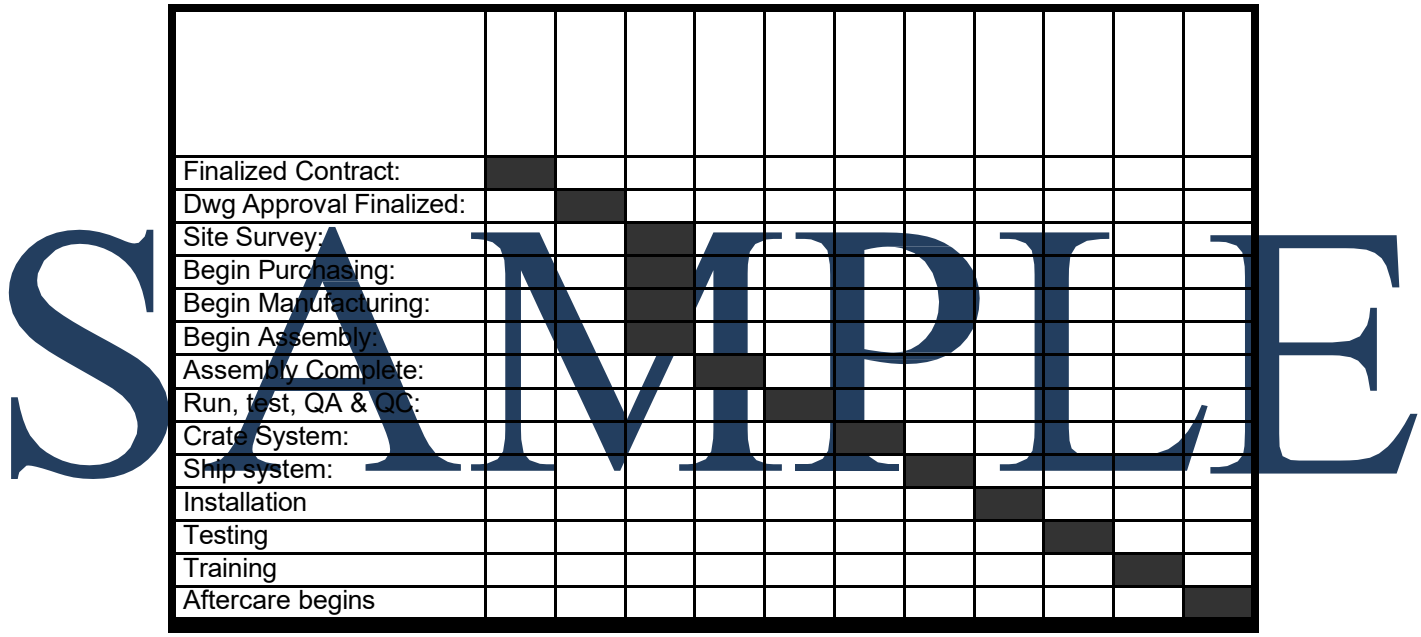
Signature:

Date:

EXHIBIT H:
PROJECT SCHEDULE & DELIVERY SCHEDULE

Lee County Libraries

Within thirty (30) days of the Effective Date, Library and Tech Logic shall complete this Exhibit H, "Project Schedule," to create a schedule for all work to be completed on the TLS under Article 2. A separate Project Schedule shall be created within thirty (30) days of the execution of a Change Order for the purchase of additional TLS components.



SAMPLE

TECH LOGIC CORPORATION
("*Tech Logic*")

By: _____
Gary W. Kirk
President

Date: _____, 2025

LIBRARY

By: _____

Date: _____, 2025

Exhibit I: Software License

Lee County Libraries- Contract # 22001772

This Software License Agreement (“Agreement”) is made and entered into on the date of execution by and between TechLogic Corporation (“Licensor”) and Lee County Libraries.

Article 1: License Grant

1.01 License Grant.

A. License. Subject to the terms and conditions of this Agreement, Licensor grants Library a perpetual, nontransferable, nonexclusive license to use the computer program and user documentation listed in Exhibit A (the ‘Software’) at the Installation Address set forthin the Agreement. Library may install and use the Software’s computer program only on one machine at one time at the Installation Address. If Library desires additional copiesof the Software’s computer program or user documentation, Licensor will provide suchcopies at the rates set forth in Exhibit C.

B. Restrictions. Library shall not (i) use the Software to provide services under any name other than that of Library; (ii) use the Software to process the data of third parties without Licensor’s prior written consent; (iii) use the Software in the operation of a service bureau; (iv) modify or change the Software; or (v) decompile, disassemble or otherwise reverse engineer the Software.

Article 2: Deliverables

2.01 Deliverables.

A. Software. Licensor shall provide Library one executable copy of the Software’s computer program and one copy of the Software’s user documentation. Library shall not copy the Software (except for one archival copy for back up purposes only) or the user documentation.

B. Hardware. Library shall arrange for the purchase or lease, installation, testing and maintenance of adequate hardware. Library shall be solely responsible for hardware maintenance, including periodic inspections, adjustments, and repair, whether through Library’s own means or through a Tech Logic maintenance program.

C. Installation, Maintenance, and Training. Licensor shall install and maintain the Software and provide training to Library’s employees pursuant to the terms of the Maintenance Agreement. Library shall provide internet capability to allow Licensor to access, reviewand modify the Software remotely.

Article 3: Payments

3.01 Payments.

A. Library shall pay Licensor the Software license fees, in the amounts and under the terms set forth in Exhibit C. All fees shall be payable upon presentation of invoices. Licensor may change its license fees for additional copies of the Software upon thirty (30) days prior written notice.

Article 4: Confidentiality

4.01 Confidentiality.

A. Library agrees that neither Library, its agents, nor its employees shall in any manner use, disclose or otherwise communicate any information with respect to the Software which might enable copying of all or any portion of the Software.

Article 5: Title

5.01 Title.

A. Library agrees that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

Article 6: Warranty and Support

5.01 Warranty.

A. Licensor warrants that it has clear title to the Software. Licensor further warrants that fora period of three hundred sixty-five (365) days after installation, the Software, if used by Library in accordance with the Software's user documentation, will substantially performthe functions set forth in Exhibit B. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.02 Support Procedures.

A. Access to Online Support Services. Under this software license, all Tech Logic customers have 24/7 access to online support services, including the ability to submit and view online help tickets. For details, see the Customer Care Guidelines.

B. Access to Phone Support Services. Under this software license, all Tech Logic customers have access to toll free phone and email support. For details, see the Customer Care Guidelines.

C. Remote and Onsite Service Support. Library will notify Tech Logic of any software issue via telephone (1-866-880-9981 or 651-389-4990), email to customercare@tech-logic.com or via online ticket submitted through the 24/7 customer portal. For details regarding this process, please see Tech Logic's Customer Care Guidelines (Exhibit L).

   i. Tech Logic will attempt to correct the issue via remote technical support. Tech Logicwill seek permission from the Library to access the system via remote proxy.

   ii. Should Library and Tech Logic agree that an onsite service visit is required, Tech Logic shall provide the Library with an action plan including the anticipated travel and on-site time expected to correct the issue as well as a quote for the onsite service call, unless onsite service is covered through the terms of a specific warranty or maintenance program (e.g. AMH Warranty Continuation Plan). Upon receiving authorization from the Library, Tech Logic will proceed with the onsite service visit.

D. Response Time. Tech Logic works diligently to resolve support requests as quickly as possible upon receipt. If needed, Tech Logic has established resolution benchmarks based upon the relative severity of each issue. For information about these benchmarks, please see our Customer Care Guidelines (Exhibit L)

E. Tech Logic Software Updates and Upgrades. Under this software license, Tech Logic ensures optimal functionality of Tech Logic software within the library's IT ecosystem.

   i. Tech Logic takes care of all upgrades to our software, ensuring these updates are accomplished remotely by our customer care team with prior permission from the library for remote access.

   ii. Upgrades to our software will be announced by Tech Logic and scheduled with the customer at a mutually agreed upon date and time during operating hours of Tech Logic. Should special circumstances require scheduling outside of operating hours, services will be quoted and approved by customer prior to scheduling.

   iii. Upgrades are done via remote session with the customer's permission. Should the customer request onsite upgrade assistance, Tech Logic will provide a quote for this service to be approved by the customer prior to execution.

   iv. Transitions to entirely new software products/platforms are not included in this license.

   v. Tech Logic software releases are based on customer's individual requirements, enhancement requests, or as a result of a bug fix impacting the functionality of the system. This is scheduled through Tech Logic's customer care team, who will work on behalf of the Library with our software team.

   vi. Tech Logic installs LogMeIn on each PC prior to leaving the manufacturing facility in order to remotely access the machine to apply any patches and/or upgrades as needed. Updates are performed by either a member of our customer care team or by one of our software engineers. Tech Logic will always call and ask permissionprior to logging in to ensure the Library is aware we are accessing the system.

F. Generic (e.g. OS, CPU, Network) Maintenance and Updates. When it comes to generic (e.g. OS, CPU, library network) updates, Tech Logic's solutions are on-premise software systems that will reside and operate on the library's servers (onsite or virtual) and on the library's network. Like other on-premise systems within the library, the proposed solutions will benefit from and depend on the library's network security, backup, remediation, restoration, and update policies and procedures.

   i. While Tech Logic can provide consultation regarding OS, CPU, security, and anti-virus updates, purview and responsibility belongs to the library's IT organization to decide what tools and practices they want to implement—within the bounds outlinedin Article 3 of the Contract.

G. System Uptime. Tech Logic's software solutions are on-premise systems that will reside and operate on the library's servers (onsite or virtual) and on the library's network. Tech Logic will work diligently to ensure optimal and up-to-date function of our products within the library's IT ecosystem.

   i. Because the proposed Tech Logic solutions are on premise, system uptime will depend largely upon the performance of the library's server(s), network, hardware, and other infrastructure serving the library's premises. With this in mind, we are confident that our solutions will maintain excellent uptime.

H. Special Projects. Special projects, such as changes to ILS provider and any reconfiguration and/or testing specific to an ILS upgrade and/or conversion, will be a billable service to the Library for software support. A quote for services will be provided and a scope of work determined for the project. Library network issues are not covered under the support parameters of this program and are billable to the Library if they are deemed necessary to make corrective action.

I. Product Serviceability. If Tech Logic finds that a library's operating system is no longer serviceable due to the age of the equipment, end of product life, or discontinuation bythe manufacturer, then Tech Logic will notify the Library and will advise of new purchase options.

   i. Upon distribution of Library notification, discontinued parts and/or products will be removed from the warranty program.

   ii. Tech Logic may elect to discontinue certain products for reasons including but not limited to the following: the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence.

Article 7: General Provisions

7.01 General Provisions.

A. This Exhibit is subject to any applicable provisions outlined in the Contract including, but not limited to, the general provisions outlined in Article 11 of the Contract. If there is deemed to be a material and direct discrepancy between any provisions within this Exhibit and provisions within the Contract, the Contract shall govern.

Exhibit I Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

Tech Logic Corporation

Signature:

Gary Kirk, President

Date:

Lee County Libraries

Signature:

Date:

Exhibit J: Extended Hardware Warranty

Lee County Libraries- Contract # 22001772

This FULL-SERVICE AGREEMENT is made and entered into on the date of execution, by and between Tech Logic Corporation ("Tech Logic") and Lee County Libraries ("Library"). This agreement will be in effect beginning on the first day after the one-year warranty expiration and expiring one year (365 days) from that date.

WHEREAS Library desires to enter into a Service Agreement for its Tech Logic System;

And

WHEREAS Tech Logic represents and warrants that it possesses the skill, experience, knowledge, and qualifications to provide service hereunder;

NOW THEREFORE in consideration of the promises of each party to the other hereunder, andfor other good and valuable consideration, the parties agree as stated in the aforementionedarticles.

Article 1: Optional Extended Hardware Warranty

1.01 Optional Extended Hardware Warranty.

A. Availability. The optional Extended Hardware Warranty is available after the first-year warranty outlined in Article 8 of the Contract.

B. Costs. Costs are billed annually (unless prepaid) for each year that the library chooses to purchase this service.

i. The price of the Optional Extended Hardware Warranty for the hardware outlined in Exhibit C is payable within 12 months of completion of installation, and each year thereafter for as many subsequent years as the Library chooses to renew. Costs automatically increase by 2% each year after year two, unless prepaid.

ii. Discount pricing is available for multiple year pre-payment.

Extended Hardware Warranty (beginning in year 2)		
Years		
2	*Optional Hardware Warranty*	**$4,940.06**
2-3		**$9,386.10**
2-4		**$13,782.75**
2-5		**$17,981.80**
2-6		**$22,230.25**

Article 2: Extended Hardware Warranty Procedures

2.01 Extended Hardware Warranty.

A. Defective hardware falling within the Extended Hard- ware Warranty Program will be repaired or replaced—via the procedures outlined in section 2.02 or 2.03—with those of like-kind and quality, and may be new, non-original manufacturer, or remanufactured. Expendable and/or consumable items or parts included with the equipment (e.g. batteries, chargers, cords, receipt paper, etc.) are not covered under this program.

2.02 Standard Procedures

A. Service Procedures. If, within the Extended Hardware Warranty period, any hardware proves defective due to defects in material or workmanship, Library shall promptly notify Tech Logic of product defect via telephone (1-866-880-9981 or 651-389-4990), email to customercare@tech-logic.com or via the contact methods outlined within ourCustomer Care Guidelines.

B. Depending on the product and the defect, and subject to confirmation that the equipment meets Tech Logic's warranty requirements, Tech Logic's Customer Care Team will either fix the issue remotely, help the Library to return the equipment, or propose a schedule for onsite repair. Tech Logic will, within reasonable time, replace or repair the product at Tech Logic's expense, or refund the product's purchase price.

C. Hardware Return Under Warranty. If applicable, Tech Logic may require return of the defective product prior to refund or replacement.

   i. If return of equipment is necessary, Tech Logic will assign a return merchandise authorization (RMA) and notify the Library. All returned merchandise must include the RMA number.

   ii. The Library shall securely package the defective equipment and inform Tech Logic's Customer Care Team that the equipment is ready for shipment.

   iii. Upon notification from the Library, Tech Logic will send a call tag for pickup and return.

   iv. When service is complete, Tech Logic will ship the repaired or replaced equipment to the Library via regular ground. Requests for expedited return will be accommodated when possible, at the Library's expense—otherwise, all parts, labor, shipping, etc. will be at Tech Logic's expense. Tech Logic shall not be responsible for any loss or damage incurred in shipping.

   v. Following a warranty repair or replacement, this limited warranty shall continue in effect until the end of the original warranty period or for sixty (60) days after the repair or replacement, whichever is later.

2.03 Onsite Service (QUOTED)

A. Should the Library and Tech Logic agree that an onsite service visit is required rather than hardware return shipment (please note that scenarios requiring onsite service are very rare for security gates, self-checkout units, staff stations, and other similar solutions) Tech Logic will provide the Library with an action plan including the anticipated traveland on-site time expected to correct the issue as well as a quote for the onsite service call. Upon receiving authorization from the Library, Tech Logic will proceed with the onsite service visit.

2.04 Product Servicability.

A. Product Servicability. If Tech Logic finds that a solution is no longer serviceable because parts are not available due to the age of the equipment, end of product life, or dis-continuation by the manufacturer, then Tech Logic will notify the Library and will adviseof new purchase options.

   i. Upon distribution of Library notification, discontinued parts and/ or products will be removed from the warranty program.

   ii. Tech Logic may elect to discontinue certain products for reasons including but not limited to the following: the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence.

2.05 Routine Weekly Maintenance Not Included.

A. Routine weekly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of the Library. Lack of required machine maintenance may preclude and/or cancel this Extended Hardware Warranty program.

Article 3: Terms and Conditions

3.01 Finance Charge.

A. Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

3.02 Limitation of Liability for Consequential and Similar Damages.

A. In no event shall Tech Logic be liable to Library for any indirect, special, or consequential damages, or lost profits, that are not the direct result of any act, omission, or negligence of Tech Logic or Tech Logic's agents. Unless related to an act, omission, or negligence of Tech Logic or Tech Logic's agents, liability for defective equipment is expressly limited to replacement or repair of defective equipment, subject to the equipment warranties currently in effect.

3.03 Limitation on Amount of Damages.

A. In the case of liability, each party's liability to the other shall not exceed one hundred percent (100%) of the total Contract price. This limitation of liability shall not apply to damages arising out of or relating to a party's failure to comply with confidentiality obligations, if applicable; personal injury, including death, caused by the negligent or intentional acts of a party or its representatives; damage to tangible property caused by the negligent or intentional acts of a party or its representatives; damages arising out of any loss of data or other damage to data caused by any disabling code or virus.

3.04 Other Limitations

A. Replacement or Repair. Tech Logic shall determine whether the components should be replaced or repaired.

B. Misuse. Any damage to covered system(s) or their components caused by misuse, neglect, or unauthorized repair, maintenance, or modification of the equipment is specifically not covered under this Extended Hardware Warranty program. Any warranty is void if the System is modified or altered without the knowledge and written permission of Tech Logic.

C. Movement. The warranty herein shall remain in effect should the Library move Tech Logic solutions to another location only if said move is coordinated/acknowledged by Tech Logic.

   i. For security gates; should the gate(s) be removed for any reason and then be re-installed by the Library, additional charges may be incurred for reconfiguration and system optimization. Tech Logic accepts no responsibility for functionality after reinstallation unless the gate(s) are reinstated by a Tech Logic certified technician.

3.05 Assignment.

A. This Extended Hardware Warranty Program and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This Extended Hardware Warranty Program shall be binding upon each party's permitted successors and assigns. Tech Logic shall not assign its rights and obligations under this Extended Hardware Warranty without prior written consent of the Library.

3.06 Modification.

A. Any modification or alteration of this Extended Hardware Warranty Program shall be effective only upon written agreement of the parties thereupon.

3.07 Notices.

A. To give notice under this Agreement, the Notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify.

3.08 Automatic Renewal.

A. The Extended Hardware Warranty Program commences on the Effective Date and, subject to this Extended Hardware Warranty Program, may be extended from year to year if both parties agree in writing.

3.09 Complete Agreement.

A. Complete Agreement. This Extended Hardware Warranty Program serves as an Exhibit within the Contract between Tech Logic and Library. The Contract and all Exhibits constitute the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon.

B. Exhibit is Subject to the Contract. This Exhibit is subject to any applicable provisions outlined in the Contract including, but not limited to, the general provisions outlined in Article 11 of the Contract. If there is deemed to be a material and direct discrepancy between any provisions within this Exhibit and provisions within the Contract, the Contract shall govern.

Exhibit Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

Tech Logic Corporation

Signature:

Gary Kirk, President

Date:

Lee County Libraries

Signature:

Date:

Exhibit L: Customer Care Guidelines

Lee County Libraries Contract #22001772

The following Customer Care Guidelines provide an outline of Tech Logic's overall customer service procedures and benchmarks for all Tech Logic warranties, software licenses, and maintenance programs.

For detailed information about each specific warranty, license, or maintenance program, please see the corresponding program's terms. Wherever program-specific terms differ from these Customer Care Guidelines, the program-specific terms will govern.

Article 1: Contacting Customer Care

1.01 Contacting Customer Care.

A. Tech Logic offers comprehensive service and technical support to maximize product reliability and performance. Services include the following:

   i. Toll-free phone support, available as a standard service (1-866-880-9981).

   ii. Email support via customercare@tech-logic.com

   iii. A web-based ticket entry system that provides 24/7 online access

   iv. Scheduled updates of Tech Logic software, included with Library's First-Year Warranty and subsequent Software License

1.02 Normal Operating Hours

A. Normal Operating Hours. Our customer care team is available Monday–Friday from 8am–5pm CST. When you call our toll free number (1-866-880-9981) or email us at customercare@tech-logic.com, you are connected with Tech Logic's customer care team at our headquarters in Oakdale, MN. Or, if you make contact through our 24/7 web-based ticket entry system, the customer care team will reach out to you regardingthe ticket.

B. Exclusions. Normal operating hours exclude company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after.

1.03 Night and Weekend Service Hours

A. Tech Logic's web-based ticket entry system provides 24/7 online access to our customer care team. This ticketing system is monitored after hours and on weekends to ensure assistance during off hours for critical situations.

Article 2: Procedures

2.01 Procedures.

A. Support Efforts. Tech Logic's customer care team will make every reasonable effort during Tech Logic's normal business hours (or off-hours for critical situations) to respondto and resolve all support requests as quickly as possible. The procedures indicatedin Artice 2 initiate upon our service team's receipt of a properly submitted support request via telephone, email, or online web-based ticket entry.

B. Remote Technical Support. When the library makes contact with Tech Logic's customer care team during normal operating hours via our toll-free number (1-866-880-9981)or via email (customercare@tech-logic.com) the library will be connected with our customer care team. Or, if the library makes contact via 24/7 web-based ticket entry system, the customer care team will reach out to the library regarding the ticket.

   i. Once contact is made, the customer care specialist will activate remote access to the product (with the library's permission) to analyze the issue.

   ii. The customer care specialist will, if at all possible, resolve the issue within the remote session. Otherwise, the customer care specialist will propose a plan of action, working closely with the library to secure a timeline and procedure for resolution based on the severity of the issue and corresponding with any relevant warranty, software license, or maintenance program considerations.

C. Escalated Support. Should the issue (received through our toll-free number, email, or via24/7 web-based ticket entry system) require escalation beyond remote technical support(outlined in section 2.01.B), the customer care specialist will escalate the case to Tech Logic's customer care manager and the team will contact the library to establish the resolution plan.

   i. Tech Logic will provide the library with an action plan including, if needed, any anticipated parts repair/replacement or onsite time as well as a quote, if applicable,for any part(s), shipping, or onsite service expenses (any or all such parts, shipping,or labor charges may be waived depending on applicable warranty and/or maintenance program terms).

D. Hardware Return Under Warranty. If return of equipment is necessary, Tech Logic will assign a return merchandise authorization (RMA) and notify the library. All returned merchandise must include the RMA number.

   i. The library shall securely package the defective equipment and inform Tech Logic's customer care team that the equipment is ready for shipment. Tech Logic will senda call tag for pickup and return, with expense considerations depending on any relevant warranty, license, or maintenance program terms.

   i. Tech Logic will ship the repaired or replaced equipment back to the library via regular ground. Requests for expedited return will be accommodated when possible, at the library's expense. Other expense considerations for parts, labor, shipping, etc. will depend on the relevant warranty, license, or maintenance program terms

   i. Tech Logic shall not be responsible for any loss or damage incurred in shipping.

E. Onsite Service. Should onsite service be required, Tech Logic will seek authorization from the library to appear onsite.

i. Upon authorization by the Library, Tech Logic will dispatch a highly trained service professional to arrive onsite—generally within 24 hours, depending on the severity of the issue and on the time at which Tech Logic receives authorization for onsite service. Any charges for onsite service expenses may be waived depending on the relevant warranty, license, or maintenance program terms.

Article 3: Response/Resolution Benchmarks

3.01 Response/Resolution Benchmarks.

A. Tech Logic works diligently to resolve all support requests as quickly as possible upon receipt. Most situations are resolved by remote technical support within the first interaction. If needed, Tech Logic will assign a priority level to each support request and designate resources to resolve each issue according to its priority and resolution benchmarks (outlined below). Please note that, while we take every support request very seriously and make every effort to resolve each issue as quickly as possible, the resolution benchmarks shown here should not be construed as guarantees.

i. **Priority 1** is a complete loss of service, meaning that the library is unable use the equipment. Typically, the issue has one or more of the following characteristics: Hardware failure makes the equipment unusable; Software does not start; Software crashes and is unrecoverable. **Priority 1 Benchmarks:** Resolution plan proposed no more than three hours from support request; Resolution implemented no morethan one business day from support request (plus any applicable shipping time).

ii. **Priority 2** is a production-inhibiting problem that causes a software error or intermittent behavior that leads to partial loss of service. Operations, however, can continue in a restricted fashion. Typically, the issue has one or more of the following characteristics: Software fails, but restart or recovery is possible; Hardware failure, but a restart provides recovery of operation; Software performance is degraded;A major feature is broken that seriously impacts usability and productivity. **Priority 2 Benchmarks:** Resolution plan proposed no more than one business day from support request; Resolution implemented no more than two business days from support request (plus any applicable shipping time).

iii. **Priority 3** involves a question about a specific usage or feature of the product, ora problem that causes minor operational inconvenience. Typically, the issue has one or more of the following characteristics: Software or hardware issue for which there is an acceptable work-around; Software error or hardware issue in which the operational impact is minimal. Priority 3 Benchmarks: Resolution plan proposedno more than three business days from support request; Resolution implemented within a timeframe that is agreed upon with the library.

Article 4: System Uptime

4.01 System Uptime

A. Tech Logic works diligently to ensure optimal and up-to-date function of our productswithin the library's IT ecosystem. Because the proposed Tech Logic solutions are on premise, system uptime will depend largely upon the performance of the library's server(s), network, hardware, and other infrastructure serving the library's premises. With this in mind, we are confident that our solutions will maintain excellent uptime. For more information, please see the Software License (Exhibit I).

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: TECH LOGIC

COUNTY DEPARTMENT: LEE COUNTY LIBRARIES

SUBJECT OF CONTRACT: LCL RFID PROJECT

DATE/TERM OF CONTRACT: 09/05/25 – PROJECT COMPLETION

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Lee County 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 Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County 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 Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be in the state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

No pledge of taxing authority. No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements: The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain 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.

Revised 4-9-2024

Divestment from companies that boycott Israel: Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

Iran Divestment Act Certification. The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

Non-Discrimination in Employment. The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

Indemnification: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

Drug-Free Workplace. During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

Public Records Law. The Contractor acknowledges that Lee County is a governmental agency and subject to public records law and is required to provide public records, including this contract, upon a valid, legal request. The Contractor has advised the County prior to executing this contract of all information it contends is proprietary, confidential or a trade secret.

For the CONTRACTOR:_____ Title: President

For LEE COUNTY: _____ Title:_____

Revised 4-9-2024

ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Lee County New Courthouse Building Enclosure Restoration

DEPARTMENT: General Services

CONTACT PERSON: Nancy Veroni, General Services Administrative Officer

TYPE: Consent Agenda

REQUEST	Approve IQ Contracting bid in the amount of $456,810 for the base bid and Alternate 3 for the Building Enclosure Restoration and authorize the Chairman to sign the contract once approved by the Legal Department.
BUDGET IMPACT	Funds are included in the approved FY 26 budget in the General Services building improvements line item.
ATTACHMENTS	Standard Contract.pdf Lee County New Courthouse BE Repairs - Certified Bid Tabulation (2025.09.16).pdf Bid Form_IQ Contracting, LLC.pdf Lee County New Courthouse BE Repairs - Bid Recommendation Letter (2025.09.30).pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve IQ Contracting bid in the amount of $456,810 for the base bid and Alternate 3 for the Building Enclosure Restoration and authorize the Chairman to sign the contract once approved by the Legal Department.
SUMMARY	

The Lee County New Courthouse is in need of waterproofing due to moisture and water

penetration issues. This is considered preventative maintenance in order to keep moisture from entering the building and to prevent future mold issues. The standard contract is attached. Staff is asking for authorization of signature by the Board Chair following Legal review. It should be noted that Stone Restoration of America was the apparent low bidder, however, their bid was determined to be non-responsive due to not meeting the requirements of the bid specifications.

Contract Agreement Between _____and Lee County Government

THIS AGREEMENT, made the _____day of ___month_____202___by and between _____. (hereinafter referred to as the "Contractor") and Lee County Government (hereinafter referred to as the "Owner") agree as follows:

1. Scope of Work: The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement, Instructions to Bidders, General Conditions, Supplementary General Conditions, specifications, accepted proposals, contract, performance bond, payment bond, power of attorney, worker's compensation, public liability, Exhibit A – Lee County Dispute Resolution Policy, any and all addendums, and all drawings.

2. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within _____consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in as $1,000.00 per day. The Contractor, as one of the considerations for the awarding of this contract, shall furnish to the Owner a construction schedule setting forth the project broken down by various divisions of the work and by the calendar days, as described in the General Conditions.

3. The Owner agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money in the amount of $_____.

4. Alternates. Alternates, if any, included in the Contract Sum are as follows:

Item	Price
Alt. #1	
a. _____	$_____
b. _____	
Alt. #2	$_____
a. _____	
b. _____	

5. Allowances. Allowances, if any, included in the Contract Sum are as follows:

Item	Price

6. Unit Prices. Unit prices, if any, are as follows:

Item	Units and limitations	Price per Unit

7. Liquidated Damages. Liquidated damages will be $1,000.00 per day, after the date specified for substantial completion.

8. Binding Dispute Resolution. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

9. The Owner's Representative is:

   Lisa Minter, County Manager
   408 Summit Drive
   Sanford, NC 27330
   lminter@leecountync.gov

   The Contractor's Representative is:

   _____
   _____
   _____

10. It if further mutually agreed between the Parties that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor, at its own expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement, until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the Owner.

11. Compliance with E-Verify requirements: The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain 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.

12. Divestment from companies that boycott Israel: Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

13. Iran Divestment Act Certification. The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

14. Non-Discrimination in Employment. The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

15. Drug-Free Workplace. During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

16. Non-Appropriation Clause. Contractor acknowledges that Lee County 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 Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County 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 Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically

terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

17. No Pledge of Taxing Authority. No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

18. Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

19. This agreement becomes effective upon the last signature of both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the _____ day of _____, _____.

_____CONTRACTOR / FIRM

By: _____

Witness:

Title: _____ _____

Date: _____

LEE COUNTY GOVERNMENT

By: _____

Witness:

Title: _____ _____

Date: _____

Bid Tabulation
Lee County New Courthouse Building Enclosure Restoration
REI Project No. 024RAL-049
Lee County Bid No. 4262-01-26
115 Chatham Street, Suite 301, Sanford, NC 27330
Bid – 3:00 pm – Wednesday, September 3, 2025

Contractor	License No.	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Submit 2 Copies of Bid	Acknowledge Addenda (2)	Bid Bond	MWSBE	Response / Travel Time
Carolina Restoration and Waterproofing	No Bid Submitted									
Construction Specialty Products	No Bid Submitted									
Contracting Specialists	No Bid Submitted									
EDS	53582	$1,068,310.00	+ $7,000.00	+ $114,000.00	+ $16,600.00	✓	✓	✓	Affidavit A (60 pts)	31 Min
Enterprises G, Inc.	No Bid Submitted									
Envisicon Construction	No Bid Submitted									
Eskola Waterproofing	No Bid Submitted									
Gitto Enterprises	No Bid Submitted									
High Rock Waterproofing	No Bid Submitted									
HM Kern	No Bid Submitted									
IQ Contracting	60795	$431,210.00	+ $26,200.00	+ $77,900.00	+ $25,600.00	✓	✓	✓	Affidavit A (65 pts)	48 Min
Miraje	No Bid Submitted									
Stone Restoration of America	77511	$218,000.00*	+ $11,000.00	+ $40,000.00	+ $26,000.00	✓	✓	✓	Affidavit A (55 pts)	2 Hrs 9 Min
Strickland Waterproofing	No Bid Submitted									
Watertight	No Bid Submitted									

Alternate No. 1: Replace backer rod and sealant at masonry control joints where indicated in the Contract Drawings as specified in Section 07 92 00 – Elastomeric Joint Sealants. Remove masonry units, trim, and reset as needed to provide sufficient control joint width. Apply fluid applied water repellent at South Elevation masonry walls as specified in Section 07 19 00 - Fluid Applied Water Repellent.
Alternate No. 2: Install new structural framing at interior CMU backup wall and column connections at the Gymnasium and Mechanical Room.
Alternate No. 3: Install two coats of exterior sol-silicate coating at the exposed concrete retaining wall and curb surfaces at the South Plaza.
*Nonresponsive Bid

I hereby certify that this a true tabulation of bids received. _____ Date: 9/16/2025

SECTION 00 41 13

BID FORM

PART 1 GENERAL

1.01 PROJECT AND ITS PARTIES

A. TO:

Ryan Faulk
Lee County Government of North Carolina
115 Chatham Street, Suite 301
Sanford, North Carolina 27330

B. PROJECT:

1. Lee County New Courthouse Building Enclosure Restoration
2. REI Project No. 024RAL-049
3. Lee County Bid No. 4262-01-26

C. FROM:

1. Date: 9/3/25
2. Bidder: IQ Contracting, LLC
3. Address: 632 Pershing Road, Raleigh, NC 27608
4. Phone: (919) 793-5715 Email: mmorse@iqcontracting.net
5. GC License #: 60795 Classification: Building Limitation: unlimited

1.02 BASE BID

A. The undersigned, as bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and the contract documents relative thereto dated 04-18-2025 as prepared by REI Engineers, Inc., and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this bid is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

1. Words: Four hundred thirty-one thousand, two hundred ten dollars
2. Figures: $ 431,210.00 .

1.03 ALTERNATES:

A. The undersigned agrees to perform alternative work as described in Section 01 23 00 - Alternates for the sums stated below resulting in additions to or deductions from the base bid stated above. Additions and deductions shall include any modifications of the Work or additional work that may be reasonably included as part of the alternative work. All alternative work is to be completed within the same timeframe as the base bid work. All alternates must be filled out. A zero or no entry after any alternate indicates no cost change to include that Alternate. Alternates may be accepted at any time during the bid holding period. The undersigned acknowledges that failure to complete all information requested in this section may result in the rejection of this bid.

1. Alternate No. 1: Replace backer rod and sealant at masonry control joints where indicated in the Contract Drawings as specified in Section 07 92 00 – Elastomeric Joint Sealants. Remove masonry units, trim, and reset as needed to provide sufficient control joint width.
   a. Words: Twenty-six thousand, two hundred dollars
   b. Figures: $ 26,200.00 .___
   c. Select One: x Add or ___ Deduct

2. Alternate No. 2: Install new structural framing at interior CMU backup wall and column connections at the Gymnasium and Mechanical Room.
   a. Words: Seventy-seven thousand, nine hundred dollars
   b. Figures: $ 77,900.00 .___
   c. Select One: x Add or ___ Deduct

3. Alternate No. 3: Install two coats of exterior sol-silicate coating at the exposed concrete retaining wall and curb surfaces at the South Plaza.
   a. Words: Twenty-five thousand, six hundred dollars
   b. Figures: $ 25,600.00 .___
   c. Select One: x Add or ___ Deduct

1.04 ALLOWANCES:

A. Include in the Base Bid the $20,500.00 Contingency Allowance.

1.05 BID HOLDING TIME AND ACCEPTANCE:

A. The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open during the bid holding period as specified in Section 00 21 13 - Instructions to Bidders.

1.06 SCHEDULE OF COMPLETION:

A. The undersigned understands that time is of the essence and agrees to the Contract Time and liquidated damages as indicated in General Conditions of the Contract for Construction and Supplementary Conditions apply to this Work. The undersigned hereby agrees to commence work on this project within 30 days following receipt of an Executed Agreement between the Owner and Contractor. Date of commencement will be established in a Notice to Proceed issued to Contractor. Complete work under the Base Bid and all alternates accepted within 150 calendar days from the date of commencement. Applicable liquidated damages shall be as stated in the Supplementary Conditions.

1. Applicable liquidated damages shall be as stated in the Supplementary Conditions.

1.07 ADDENDUM:

A. Addendum received and used in computing bid:

1. Addendum No. 1: 8/15/25
2. Addendum No. 2: 8/27/25
3. Addendum No. 3: _____
4. Addendum No. 4: _____

1.08 SUBCONTRACTORS:

A. Fill out all blanks on the list below listing all subcontractors. Identify work by the general, subcontractor or not applicable for each trade; utilize blank lines to list trades not provided. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of the table.

1. Trade: General Contractor: NA
2. Trade: Roofing Contractor: NA
3. Trade: Mechanical Contractor: NA
4. Trade: Electrical Contractor: NA
5. Trade: Masonry Contractor: NA
6. Trade: Concrete Contractor: NA
7. Trade: Utility Locate Contractor: R and F Underground
8. Trade: Waste Disposal Contractor: Safcut
9. Trade: Concrete Demo Contractor: Safcut
10. Trade: Steel Fab and Installation Contractor: Phillips Iron Works
11. Trade: _____ Contractor: _____
12. We do not plan to use subcontractors: _____ (Signed)

1.09 ENCLOSURES:

A. Provide the following enclosures with submitted bid:

1. Bid Bond

2. Minority, Woman, and Small Business Enterprises Submittals as required by Section 00 43 39 "Minority Business Enterprise":
   a. MWSBE Identification Form
   b. State of North Carolina Affidavit A – Listing of the Good Faith Effort or
      State of North Carolina Affidavit B – Intent to Perform Contract with Own Workforce

3. Response/Travel Time Documentation

1.10 SUBMITTED BY:

A. Contractor Name: IQ Contracting, LLC

B. Authorized Signing Officer Name: Tim Crawford

C. Authorized Signing Office Title: Member / Partner

D. Signature: [signature]

E. Respectfully submitted this 3rd day of September, 2025

1.11 NOTARIZED BY:

A. I, Jill B. Clemmer (print name), a Notary Public for Wilson County of North Carolina (State), do hereby certify that Tim Crawford (officer listed above) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this 3 day of September, 2025 My commission expires 23 of March, 20 29.

B. Signed: Jill B. Clemmer

(OFFICIAL SEAL)

JILL B. CLEMMER
NOTARY PUBLIC
Wilson County
North Carolina
My Commission Expires March 23, 2029

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

IQ Contracting, LLC
632 Pershing Road
Raleigh, NC 27608

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
Mailing Address for Notices
SAME AS ABOVE

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Lee County Government of North Carolina
115 Chatham Street, Suite 101
Sanford, NC 27330

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

New Courthouse Building Enclosure Restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2025.

Mike Morse
(Witness)

IQ Contracting, LLC
(Principal) *(Seal)*

By:
(Title)

Donna K. Ashley
(Witness) Donna K. Ashley

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

By: Jennifer B. Gullett
(Title) Jennifer B. Gullett, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

Surety Bond Number: Bid Bond
Principal: IQ Contracting, LLC
Obligee: Lee County Government of North Carolina

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jennifer B. Gullett its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $ 75,000,000.00 .

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of September 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION H

Identification of HUB Certified/ Minority Business Participation

I, IQ Contracting, LLC
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
Phillips Iron Works 4809 Auburn Knightdale Road, Raleigh, NC 27610 (919) 615-1578	Steel Fab and Installation	F	Y

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be ($) 14,200.00 .

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of IQ Contracting, LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- [X] **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- [X] **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- [X] **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- [ ] **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- [X] **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- [ ] **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- [ ] **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- [ ] **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- [ ] **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- [X] **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 9/3/25 Name of Authorized Officer: Tim Crawford

Signature:

Title: Member/ Partner

SEAL

State of NC, County of Wilson

Subscribed and sworn to before me this 3 day of Sept 2025

Notary Public JB Clemmer

My commission expires 3.23.2029

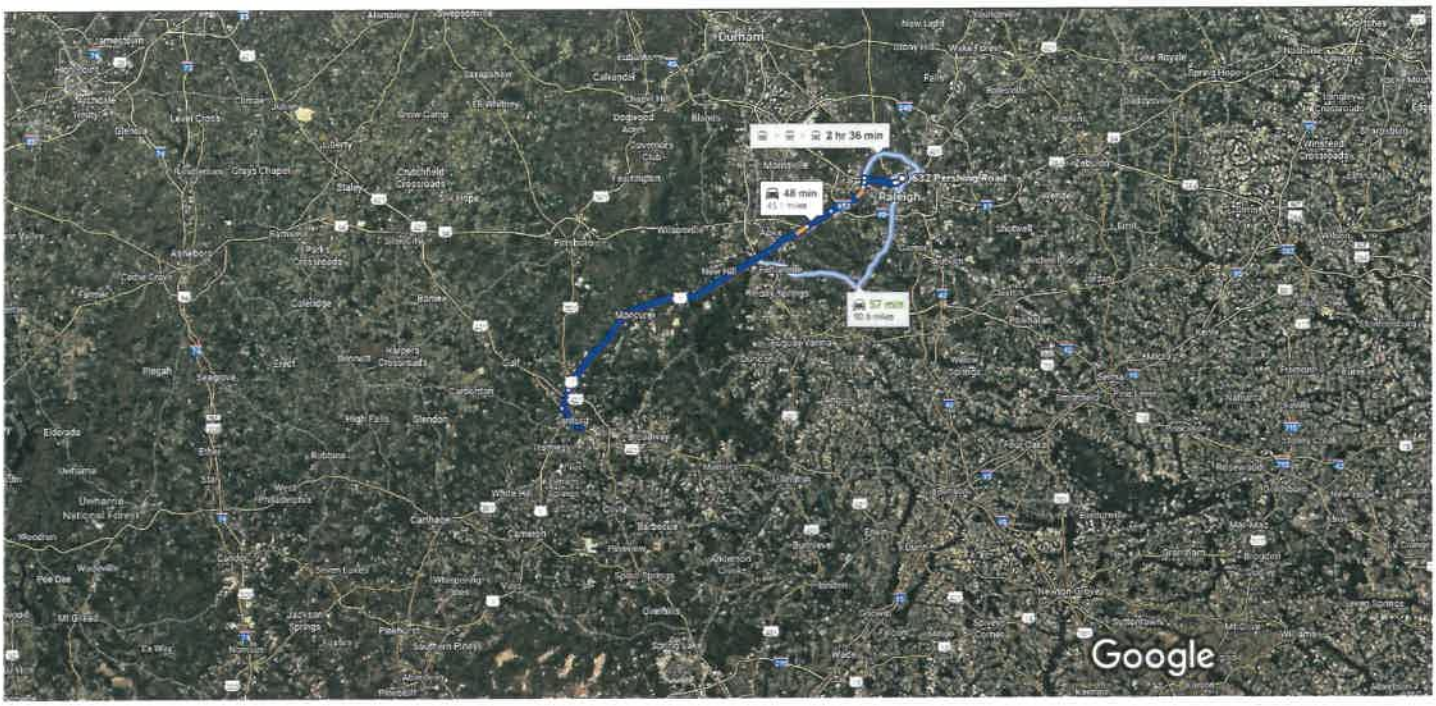
JILL B. CLEMMER
NOTARY PUBLIC
Wilson County
North Carolina
My Commission Expires March 23, 2029

Google Maps

632 Pershing Rd, Raleigh, NC 27608 to 1400 S Horner Blvd, Sanford, NC 27330

Drive 45.1 miles, 48 min

IQ Contracting Response Travel Time



Map data ©2025 , Map data ©2025 Google 5 mi

via U.S. Rte 1 S — 48 min
Fastest route, the usual traffic — 45.1 miles

via NC-540 W and U.S. Rte 1 S — 57 min
50.6 miles

11:30 AM (Wednesday)—2:06 PM — 2 hr 36 min

Walk › 2 › 1 › Greyhound › Walk

Explore nearby 1400 S Horner Blvd

Restaurants | Hotels | Gas stations | Parking Lots | More

ENGINEERS

September 30, 2025

Lee County General Services
805 South Fifth Street
Sanford, NC 27330

Attention: Mr. Ryan Faulk
General Services Director

Reference: Contract Award Recommendation
Lee County New Courthouse Building Enclosure Restoration
REI Project No. 024RAL-049
Lee County Bid No. 4262-01-26

Dear Mr. Faulk:

Bids were opened at 3:00 PM on Wednesday, September 3, 2025 for the above referenced project. IQ Contracting, LLC submitted the lowest responsive total bid of $560,910.00 which included a Base Bid amount of $431,210.00 and an addition of $26,200.00 for Alternate No. 1, $77,900.00 for Alternate No. 2, and $25,600.00 for Alternate No. 3. Alternate No. 1 consists of the replacement of backer rod and sealant at masonry control joints at locations on the South Elevation. Alternate No. 2 consists of the installation new structural framing at interior CMU backup wall and column connections at the Gymnasium and Mechanical Room. Alternate No. 3 consists of the application of two coats of exterior sol-silicate coating at the exposed concrete retaining wall and curb surfaces at the South Plaza. The scope of work included in Alternates No. 1 and No. 2 closely align with the additional masonry repair items included in the scope of work for the planned phase 2 of the project.

If funds are available, REI Engineers recommends accepting Alternate No. 3 and awarding the project to IQ Contracting, LLC in the amount of $456,810.00.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

REI Engineers

Stephen Ingram, PE, RRC, CBECxP
Project Engineer

Enc: Certified Bid Tabulation
Copy of IQ Contracting, LLC Bid Form

ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Approve Resolution Authorizing the Sale of Property Located at 0 Farrell Road

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve Resolution Authorizing the Sale of Property Located at 0 Farrell Road and Authorize the Chair to sign all documents related to the transfer
BUDGET IMPACT	N/A
ATTACHMENTS	Final Resolution 0 Farrell Road.pdf Farrell Road Final Resolution Packet 10-6-2025.pdf
PRIOR BOARD ACTION	The Board previously declared the property surplus to its needs.
RECOMMENDATION	Approve Resolution Authorizing the Sale of Property Located at 0 Farrell Road and Authorize the Chair to sign all documents related to the transfer

SUMMARY

The County owns a vacant parcel at 0 Farrell Road, PIN 9665-25-0452-00. The taxable value of the property is $12,900 and the amount of fees and taxes owed on the property is $1,961.46. The County received an offer in the amount of $3,000 and pursuant to NCGS 153A-176 and 160A-269, advertised the offer pursuant to the upset bid process. The County advertised the offer on July 21, 2025 and received a first upset bid on July 29, 2025, a second upset bid on August 11, a third upset bid on August 27, 2025 and a fourth upset bid in the amount of $6,000 on September 8, 2025. The fourth upset bid was advertised on September 20 and no other qualifying bids were received. The Board is being asking to approve this fourth upset bid and authorize the Chair to sign all documents related to the transfer of the

property.

RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 0 FARRELL ROAD

WHEREAS, the County of Lee owns certain vacant property located at 0 Farrell Road, PIN 9665-25-0452-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1406, Page 158, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is $12,900.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is $1,961.46; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above-described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Roy Campbell ("Offeror") on July 9, 2025 to purchase the property in the amount of $2,000.00, plus any advertising costs and an offer from Michael Eikermann ("Offeror") on July 18, 2025 to purchase the property in the amount of $3,000.00, plus any advertising costs, and,

WHEREAS, both Offerors paid to the County Clerk the required 5 percent (5%) deposit on their offers and $ 200.00 to defray advertising and administrative services; and,

WHEREAS, the Lee County Board of Commissioners accepted by Resolution the initial offer of $3,000.00 from Michael Eikermann on July 21, 2025 and authorized staff to advertise the initial offer; and,

WHEREAS, on July 26, 2025 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and a first qualifying upset bid in the amount of $3,200.00 was received from Roy Campbell on July 29, 2025.

WHEREAS, the first upset bid from Roy Campbell in the amount of $3,200.00 was advertised on August 9, 2025 in *The Sanford Herald* starting the 10-day upset sealed bid period;

and a second qualifying upset bid in the amount of $4,000.00 was received from Michael Eikermann on August 11, 2025.

WHEREAS, the second upset bid from Michael Eikermann in the amount of $4,000.00 was advertised on August 23, 2025 in *The Sanford Herald* starting the 10-day upset sealed bid period; and a third qualifying upset bid in the amount of $4,500.00 was received from Roy Campbell on August 27, 2025.

WHEREAS, the third upset bid from Roy Campbell in the amount of $4,500.00 was advertised on September 6, 2025 in *The Sanford Herald* starting the 10-day upset sealed bid period; and a fourth qualifying upset bid in the amount of $6,000.00 was received from Michael Eikermann on September 8, 2025.

WHEREAS the fourth upset bid in the amount of $6,000.00 was advertised on September 20, 2025 in *The Sanford Herald* starting the 10-day upset sealed bid period.

WHEREAS, no further upset bids were received during the 10-day upset bid period and the fourth upset bid offer in the amount of $6,000.00 from Michael Eikermann is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners hereby accepts the offer of $6,000.00 from Michael Eikermann.

2. The terms of the final sale are as follows:
    a. The Buyer must pay with cash, cashier's check or certified check at the time of closing. The Buyer pays the recording fee.
    b. The property is sold “as is” with no conditions placed on the bid.
    c. Title to the subject property shall be transferred to the buyer by a Non-Warranty deed.
    d. Advertising fees are non-refundable once spent. The Buyer must pay all advertising costs over $200.00.
    e. The County Attorney does not perform title searches on the property and the Offeror can and is encouraged to retain their own attorney to perform such title search.
    f. The Buyer takes the property subject to any easements, encroachments, encumbrances, environmental conditions, boundary issues, restrictive covenants, title issues, or other property conditions, known or unknown.

3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 6th day of October, 2025.

_____
Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:

_____
Hailey Hall, Clerk
Lee County Board of Commissioners

4th upset bid

REAL ESTATE OFFER

Date: 9-8-25

I, Michael Eikermann, hereby submit an offer to purchase real property located at:

ADDRESS: 0 Farrel Rd

PIN #: 9665-25044 52-00

OFFER AMOUNT: $ 6,000

Please read the following before signing below:

- All offers require an upfront payment of a bid deposit in the amount of 5% of the offer amount and payment of advertising costs with payment to be made in cash, cashier's or certified check
- Advertising costs are non-refundable. $200 is only an estimate of the cost to advertise and any costs in excess of $200 will be deducted from the purchase price or return of bid deposit.
- Purchase of property is contingent on the approval of the Lee County Board of Commissioners and/or the Sanford City Council and any other entity joining in ownership of the above property
- All offers are subject to the upset bid process
- Property is sold "as is" with no conditions placed on the bid
- Title to the property shall be transferred to the buyer by a non-warranty deed. County Attorney does not provide a title search and buyer is strongly encouraged to retain a private attorney for the closing
- The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject all bids at any time
- Final payment of the remaining balance will be due at closing
- Closing must take place within thirty days of approval by the Board of Commissioners or the subject remains the property of the County.

(Signature)

AFFP

Upset Bid 4 Farrell Road

Affidavit of Publication

STATE OF NC } SS
COUNTY OF } Lee

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 20, 2025

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 20th day of September 2025.

Barbara M Daniels
Barbara M Daniels, Notary Guilford, County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00000510 71316896

LISA MINTER
LEE COUNTY HUMAN RESOURCES
408 Summit Drive
SANFORD, NC 27330

NOTICE OF AN UPSET BID OFFER TO PURCHASE PROPERTY OWNED BY LEE COUNTY BEING ADVERTISED PURSUANT TO NCGS §153A-176

TAKE NOTICE that Lee County has received an upset bid offer to purchase the parcel of property located at 0 Farrell Road, PIN 9665-25-0452-00, Lee County, NC, as shown on a deed recorded in Deed Book 1406, Page 158, in the office of the Register of Deeds and herein below described, for the sum of six thousand dollars ($6,000.00). The taxable value of the property is twelve thousand, nine hundred dollars ($12,900.00). This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on July 21, 2025.

Within ten (10) days hereof, any person wishing to upset the offer that has been received shall submit a SEALED bid with their offer to the Lee County Legal Department, 408 Summit Drive, Sanford NC by 5:00 pm on the tenth day following advertisement, at which time the bids will be opened and the highest qualifying bid will become the new offer; in the case of identical bids, the one received the earliest will become the highest bid. The above referenced bid must be raised by not less than ten percent (10%) of the first $1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall accompany its sealed bid with a five percent (5%) deposit of the increased bid amount and $200.00 for advertising costs. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by Non-warranty deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

All of that certain tract or parcel of land in Deep River Township, Lee County, North Carolina more particularly described as follows: Beginning at an iron pipe in the NE corner of lot number 2 as shown on map of the division of the Jonah Johnson two (2) acres, dated Nov. 30, 1953 as surveyed for Mary E. Chandler (owner) by J. Chandler Eakes, Registered Surveyor, the same being the NE corner of tract sold to Lassie Grant et al and recorded in Book 74 page 445 Lee County Registry; thence S 88-53 E 160 ft. to an iron pipe; thence S 1-07 W 184 ft. to an iron pipe; thence N 88-53 W 160 ft. to an iron pipe; thence N 1-07 E 184 ft. to the beginning and being lots 3, 4, 6 and 7 as shown on map hereto referred to. Subject to restrictive covenants and easements of record. Parcel Identification Number: 9665-25-0452-00

This the 20th day of September, 2025.

**Hailey Hall,
COUNTY CLERK**

AFFP

Upset Bid Farrell Road

Affidavit of Publication

STATE OF NC }
COUNTY OF } Lee SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 06, 2025

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 6th day of September 2025.

Barbara M Daniels
Barbara M Daniels, Notary Guilford, County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00000510 71308439

LISA MINTER
LEE COUNTY HUMAN RESOURCES
408 Summit Drive
SANFORD, NC 27330

NOTICE OF AN UPSET BID OFFER TO PURCHASE PROPERTY OWNED BY LEE COUNTY BEING ADVERTISED PURSUANT TO NCGS §153A-176

TAKE NOTICE that Lee County has received an upset bid offer to purchase the parcel of property located at 0 Farrell Road, PIN 9655-25-0452-00, Lee County, NC, as shown on a deed recorded in Deed Book 1408, Page 158, in the office of the Register of Deeds and herein below described, for the sum of four thousand, five hundred dollars ($4,500.00). The taxable value of the property is twelve thousand, nine hundred dollars ($12,900.00). This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on July 21, 2025.

Within ten (10) days hereof, any person wishing to upset the offer that has been received shall submit a SEALED bid with their offer to the Lee County Legal Department, 408 Summit Drive, Sanford NC by 5:00 pm on the tenth day following advertisement, at which time the bids will be opened and the highest qualifying bid will become the new offer; in the case of identical bids, the one received the earliest will become the highest bid. The above referenced bid must be raised by not less than ten percent (10%) of the first $1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall accompany its sealed bid with a five percent (5%) deposit of the increased bid amount and $200.00 for advertising costs. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by Non-warranty deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

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This the 6th day of September, 2025.

Hailey Hall,
COUNTY CLERK

AFFP

NOTICE OF AN UPSET BID OFFER T

Affidavit of Publication

STATE OF NC }
COUNTY OF } Lee SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 23, 2025

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 23rd day of August 2025.

Barbara M Daniels
Barbara M Daniels, Notary Guilford, County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00000510 71299045

LISA MINTER
LEE COUNTY HUMAN RESOURCES
408 Summit Drive
SANFORD, NC 27330

NOTICE OF AN UPSET BID OFFER TO PURCHASE PROPERTY OWNED BY LEE COUNTY BEING ADVERTISED PURSUANT TO NCGS §153A-176

TAKE NOTICE that Lee County has received an upset bid offer to purchase the parcel of property located at 0 Farrell Road, PIN 9665-25-0452-00, Lee County, NC, as shown on a deed recorded in Deed Book 1406, Page 158, in the office of the Register of Deeds and herein below described, for the sum of four thousand dollars ($4,000.00). The taxable value of the property is twelve thousand, nine hundred dollars ($12,900.00). This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on July 21, 2025.

Within ten (10) days hereof, any person wishing to upset the offer that has been received shall submit a SEALED bid with their offer to the Lee County Legal Department, 408 Summit Drive, Sanford NC by 5:00 pm on the tenth day following advertisement, at which time the bids will be opened and the highest qualifying bid will become the new offer; in the case of identical bids, the one received the earliest will become the highest bid. The above referenced bid must be raised by not less than ten percent (10%) of the first $1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall accompany its sealed bid with a five percent (5%) deposit of the increased bid amount and $200.00 for advertising costs. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by Non-warranty deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

All of that certain tract or parcel of land in Deep River Township, Lee County, North Carolina more particularly described as follows: Beginning at an iron pipe in the NE corner of lot number 2 as shown on map of the division of the Jonah Johnson two (2) acres, dated Nov. 30, 1953 as surveyed for Mary E. Chandler (owner) by J. Chandler Eakes, Registered Surveyor, the same being the NE corner of tract sold to Lessie Grant et al and recorded in Book 74 page 445 Lee County Registry; thence S 88-53 E 160 ft. to an iron pipe; thence S 1-07 W 184 ft. to an iron pipe; thence N 88-53 W 160 ft. to an iron pipe; thence N 1-07 E 184 ft. to the beginning and being lots 3, 4, 6 and 7 as shown on map hereto referred to. Subject to restrictive covenants and easements of record. Parcel Identification Number: 9665-25-0452-00

This the 23rd day of August, 2025.

Hailey Hall,
COUNTY CLERK

AFFP

Notice of Bid 2nd Farrell

Affidavit of Publication

STATE OF NC }
COUNTY OF } Lee SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 09, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Cook

Billing Clerk

Subscribed to and sworn to me this 9th day of August 2025.

Barbara M Daniels

Barbara M Daniels, Notary Guilford, County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00000510 71289356

LISA MINTER
LEE COUNTY HUMAN RESOURCES
408 Summit Drive
SANFORD, NC 27330

NOTICE OF AN UPSET BID OFFER TO PURCHASE PROPERTY OWNED BY LEE COUNTY BEING ADVERTISED PURSUANT TO NCGS §153A-176

TAKE NOTICE that Lee County has received an upset bid offer to purchase the parcel of property located at 0 Farrell Road, PIN 9565-25-0452-00, Lee County, NC, as shown on a deed recorded in Deed Book 1406, Page 158, in the office of the Register of Deeds and herein below described, for the sum of three thousand, two hundred dollars ($3,200.00). The taxable value of the property is twelve thousand, nine hundred dollars ($12,900.00). This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on July 21, 2025.

Within ten (10) days hereof, any person wishing to upset the offer that has been received shall submit a SEALED bid with their offer to the Lee County Legal Department, 408 Summit Drive, Sanford NC by 5:00 pm on the tenth day following advertisement, at which time the bids will be opened and the highest qualifying bid will become the new offer; in the case of identical bids, the one received the earliest will become the highest bid. The above referenced bid must be raised by not less than ten percent (10%) of the first $1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall accompany its sealed bid with a five percent (5%) deposit of the increased bid amount and $200.00 for advertising costs. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by Non-warranty deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

All of that certain tract or parcel of land in Deep River Township, Lee County, North Carolina more particularly described as follows: Beginning at an iron pipe in the NE corner of lot number 2 as shown on map of the division of the Jonah Johnson two (2) acres, dated Nov. 30, 1953 as surveyed for Mary E. Chandler (owner) by J. Chandler Eakes, Registered Surveyor, the same being the NE corner of tract sold to Lessie Grant et al and recorded in Book 74 page 445 Lee County Registry; thence S 88-53 E 160 ft. to an iron pipe; thence S 1-07 W 184 ft. to an iron pipe; thence N 88-53 W 160 ft. to an iron pipe; thence N 1-07 E 184 ft. to the beginning and being lots 3, 4, 6 and 7 as shown on map hereto referred to. Subject to restrictive covenants and easements of record. Parcel Identification Number: 9565-25-0452-00

This the 9th day of August, 2025.

Hailey Hall,
COUNTY CLERK

AFFP

NOTICE OF AN OFFER Farrell rd

Affidavit of Publication

STATE OF NC }
COUNTY OF } Lee SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 26, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Cook

Billing Clerk

Subscribed to and sworn to me this 26th day of July 2025.

Barbara M Daniels

Barbara M Daniels, Notary Guilford, County, NC

My commission expires: March 06, 2027

BARBARA M DANIELS NOTARY PUBLIC GUILFORD COUNTY, N.C.

00000510 71277648

LISA MINTER
LEE COUNTY HUMAN RESOURCES
408 Summit Drive
SANFORD, NC 27330

NOTICE OF AN OFFER TO PURCHASE PROPERTY OWNED BY LEE COUNTY BEING ADVERTISED PURSUANT TO NCGS §153A-176

TAKE NOTICE that Lee County has received an offer to purchase the parcel of property located at 0 Farrell Road, PIN 9665-25-0452-00, Lee County, NC, as shown on a deed recorded in Deed Book 1406, Page 158, in the office of the Register of Deeds and herein below described, for the sum of three thousand dollars ($3,000.00). The taxable value of the property is twelve thousand, nine hundred dollars ($12,900.00). This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on July 21, 2025.

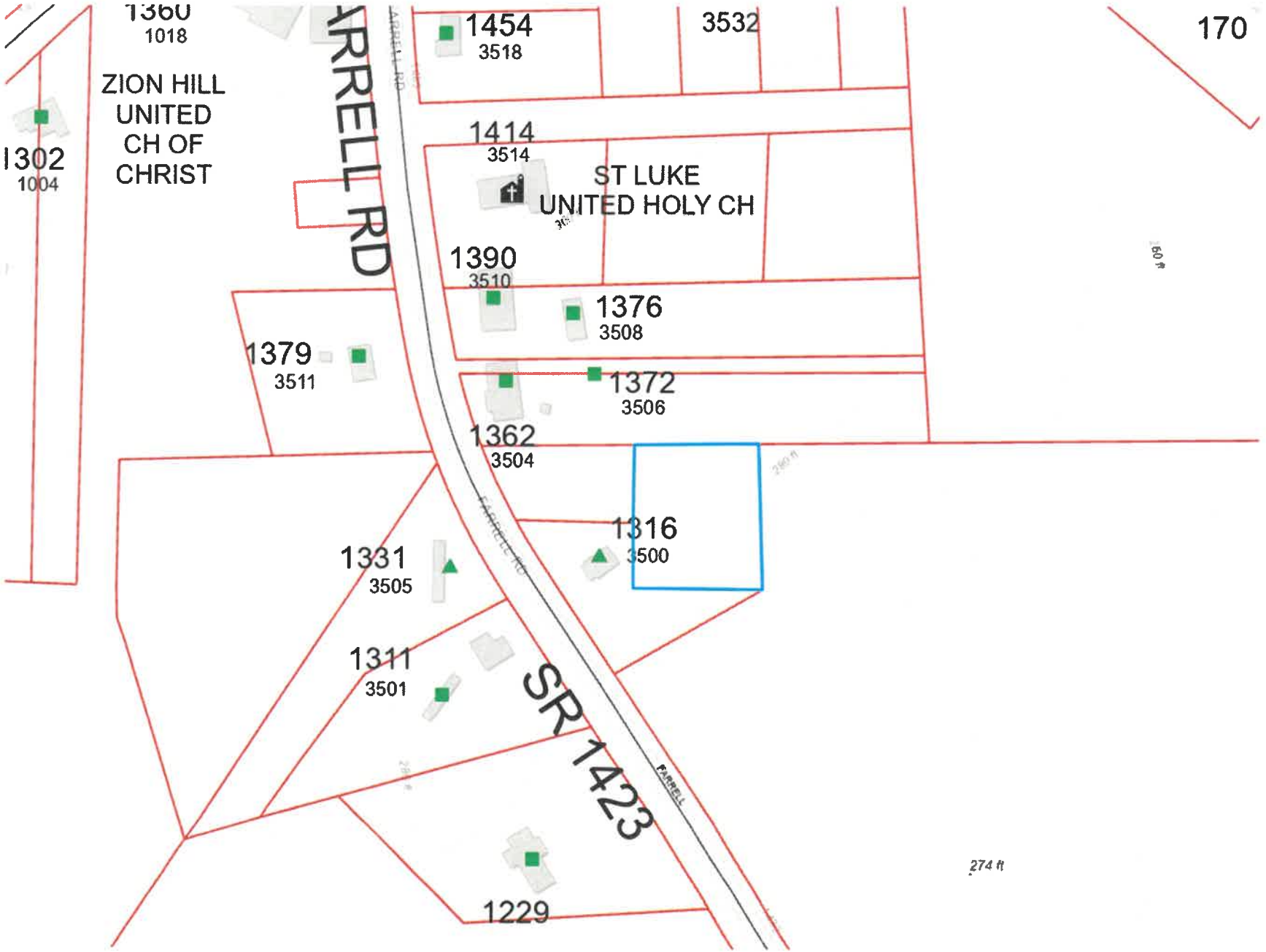
Within ten (10) days hereof, any person wishing to upset the offer that has been received shall submit a SEALED bid with their offer to the Lee County Legal Department, 408 Summit Drive, Sanford NC by 5:00 pm on the tenth day following advertisement, at which time the bids will be opened and the highest qualifying bid will become the new offer; in the case of identical bids, the one received the earliest will become the highest bid. The above referenced bid must be raised by not less than ten percent (10%) of the first $1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall accompany its sealed bid with a five percent (5%) deposit of the increased bid amount and $200.00 for advertising costs. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by Non-warranty deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

All of that certain tract or parcel of land in Deep River Township, Lee County, North Carolina more particularly described as follows: Beginning at an iron pipe in the NE corner of lot number 2 as shown on map of the division of the Jonah Johnson two (2) acres, dated Nov. 30, 1953 as surveyed for Mary E. Chandler (owner) by J. Chandler Eakes, Registered Surveyor, the same being the NE corner of tract sold to Lessie Grant et al and recorded in Book 74 page 445 Lee County Registry; thence S 86-53 E 160 ft. to an iron pipe; thence S 1-07 W 184 ft. to an iron pipe; thence N 86-53 W 160 ft. to an iron pipe; thence N 1-07 E 184 ft. to the beginning and being lots 3, 4, 6 and 7 as shown on map hereto referred to. Subject to restrictive covenants and easements of record. Parcel Identification Number: 9665-25-0452-00

This the 26th day of July, 2025.

Hailey Hall,
COUNTY CLERK


1360
1018
ZION HILL
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ARRELL RD
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3505
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SR 1423
FARRELL
1229
274 ft
60 ft

1406
0158

BK:01406 PG:0158

FILED
LEE COUNTY
PAMELA G. BRITT
REGISTER OF DEEDS

FILED	Nov 13, 2015
AT	11:12:45 am
BOOK	01406
START PAGE	0158
END PAGE	0159
INSTRUMENT #	06661

Lee County 11-13-2015
NORTH CAROLINA
Real Estate
Excise Tax $4.00

Prepared by: Zacchaeus Legal Services **Revenue Stamps $4.00**
Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED
COUNTY OF LEE ID# 9665-25-0452-00

This deed, made this 23rd day of October, 2015, by MARK D. BARDILL, Commissioner, to Lee County of P.O. Box 1968, Sanford, North Carolina, 27331.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Lee County versus Aretha Hill and spouse, if any, et al, File No. 12-CVD-90; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 28th day of August, 2015, offer the land hereinafter described at a public sale at the Lee County Courthouse door, in Sanford, North Carolina, and then and there the said Lee County became the last and highest bidder for said land for the sum of $1,886.47; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of $1,886.47, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said Lee County, and their successors, heirs and assigns that certain parcel or tract of land, situated in Deep River Township, Lee County, North Carolina, and described as follows:

All of that certain tract or parcel of land in Deep River Township, Lee County, North Carolina, more particularly described as follows: Beginning at an iron pope in the NE corner of lot number 2 as shown on map of the division of the Jonah Johnson two (2) acres, dated Nov. 30, 1953 as surveyed for Mary E. Chandler (owner) by J. Chandler Eakes, Registered Surveyor, the same being the NE corner of tract sold to Lessie Grant et al and recorded in Book 74 Page 445 Lee County Registry; thence S 88-53 E 160 ft. to an iron pipe; thence S 1-07 W 184 ft. to an iron pipe; thence N 88-53 W 160 ft. to an iron pipe; thence N 1-07 E 184 ft. to the beginning and being lots 3,4,6 and 7 as shown on map hereto referred to.
Subject to restrictive covenants and easements of record.
Parcel Identification Number : 9665-25-0452-00

To have and to hold the aforesaid tract of land, to the said Lee County, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

_____(SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

I, Shelly D Daugherty of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 23rd day of October, 2015.

Shelly D Daugherty
Notary Public

My commission expires: 06/05/2017

SHELLY D DAUGHERTY NOTARY PUBLIC CRAVEN COUNTY, N.C.

RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 0 FARRELL ROAD

WHEREAS, the County of Lee owns certain vacant property located at 0 Farrell Road, PIN number 9665-25-0452-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1406, Page 158, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is $12,900.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is $1,961.46; and,

WHEREAS, North Carolina General Statutes §153A-176 and §160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above-described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Roy Campbell ("Offeror") on July 9, 2025 to purchase the property described above in the amount of $2,000.00, plus any advertising costs, a copy of which is attached hereto; and received an offer from Michael Eikermann on July 18, 2025 to purchase the property described above in the amount of $3,000.00, plus any advertising costs, a copy of which is attached hereto,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and $200.00 for advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of $3,000.00 from Michael Eikermann; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer and any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder.

3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.

4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first $1,000 of that offer and 5 percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying $200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.

7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.

8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.

9. The terms of the final sale are as follows:
    a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
    b. The property is sold "as is" with no conditions placed on the bid.
    c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
    d. Advertising fees are non-refundable once spent. Any costs above the $200.00 already paid must be paid by the buyer.
    e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
    f. The buyer takes title subject to any easements, encumbrances, encroachments, environmental conditions, restrictive covenants, title

issues, boundary issues, access issues, or any other property related issues, seen or unseen and known or unknown.

10. The Board of Commissioners may, at any time, reject any and all offers.

11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the 21st day of July, 2025.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk
Lee County Board of Commissioners

REAL ESTATE OFFER

Date: 7/9/2025

I, Roy Allen Campbell, hereby submit an offer to purchase real property located at:

ADDRESS: 0 Farrell Rd

PIN #: 9665-25-0452-00

OFFER AMOUNT: $ 2000 00

Please read the following before signing below:

- All offers require an upfront payment of a bid deposit in the amount of 5% of the offer amount and payment of advertising costs with payment to be made in cash, cashier's or certified check
- Advertising costs are non-refundable. $200 is only an estimate of the cost to advertise and any costs in excess of $200 will be deducted from the purchase price or return of bid deposit.
- Purchase of property is contingent on the approval of the Lee County Board of Commissioners and/or the Sanford City Council and any other entity joining in ownership of the above property
- All offers are subject to the upset bid process
- Property is sold "as is" with no conditions placed on the bid
- Title to the property shall be transferred to the buyer by a non-warranty deed. County Attorney does not provide a title search and buyer is strongly encouraged to retain a private attorney for the closing
- The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject all bids at any time
- Final payment of the remaining balance will be due at closing
- Closing must take place within thirty days of approval by the Board of Commissioners or the subject remains the property of the County.

_____ (Signature)

REAL ESTATE OFFER

Date: July 18th 2025

I, Michael Eikermann, hereby submit an offer to purchase real property located at:

ADDRESS: 0 Farrell Road, Sanford, NC, 27330
PIN #: 9665-25-0452-00

OFFER AMOUNT: $ 3,000

Please read the following before signing below:

- All offers require an upfront payment of a bid deposit in the amount of 5% of the offer amount and payment of advertising costs with payment to be made in cash, cashier's or certified check
- Advertising costs are non-refundable. $200 is only an estimate of the cost to advertise and any costs in excess of $200 will be deducted from the purchase price or return of bid deposit.
- Purchase of property is contingent on the approval of the Lee County Board of Commissioners and/or the Sanford City Council and any other entity joining in ownership of the above property
- All offers are subject to the upset bid process
- Property is sold "as is" with no conditions placed on the bid
- Title to the property shall be transferred to the buyer by a non-warranty deed. County Attorney does not provide a title search and buyer is strongly encouraged to retain a private attorney for the closing
- The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject all bids at any time
- Final payment of the remaining balance will be due at closing
- Closing must take place within thirty days of approval by the Board of Commissioners or the subject remains the property of the County.

Michael Eikermann (Signature)

ITEM #: II.G

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Consideration of Appointment of Shannon Godfrey to the Johnston-Lee-Harnett Community Action Board

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Clerk to the Board/Communications Specialist

TYPE: Action Item

REQUEST	Appoint Shannon Godfrey to the Johnston-Lee-Harnett Community Action Board.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Appoint Shannon Godfrey to the Johnston-Lee-Harnett Community Action Board.

SUMMARY

Johnston-Lee-Harnett Community Action recommends Ms. Shannon Godfrey to replace Commissioner Cameron Sharpe as a delegated ex officio representative on its board to provide consistent liaison attendance at meetings. The applicant has been reviewed by the Tax Office and is in good standing. The application will be provided to the Board under a separate cover.

ITEM #: II.H

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Consideration of Appointment of Mark Hackett to the Juvenile Crime Prevention Council

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Clerk to the Board/Communications Specialist

TYPE: Action Item

REQUEST	Appoint Mark Hackett to the Juvenile Crime Prevention Council.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Appoint Mark Hackett to the Juvenile Crime Prevention Council.

SUMMARY

While the Board of Commissioners voted on many appointments at its June 16, 2025 meeting, several vacancies remain on various Lee County boards/committees/commissions, including the Juvenile Crime Prevention Council (JCPC). One application was received from Mark Hackett to fill an open seat on the JCPC. The applicant has been reviewed by the Tax Office and is in good standing. The application will be provided to the Board under a separate cover.

ITEM #: II.I

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT:

Resolution Recognizing and Approving of the Lee County Official America 250 NC Committee and supporting the America 250 NC Committee for the United States Semi-Quincentennial

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Clerk to the Board/Communications Specialist

TYPE: Action Item

REQUEST	Approve the Resolution Recognizing and Approving of the Lee County Official America 250 NC Committee and supporting the America 250 NC Committee for the United States Semi-Quincentennial, endorse AMERICA 250 NC and its mission, and establish. an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities.
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution_250th Committee.pdf
PRIOR BOARD ACTION	N/A

RECOMMENDATION	Approve the Resolution Recognizing and Approving of the Lee County Official America 250 NC Committee and supporting the America 250 NC Committee for the United States Semi-Quincentennial, endorse AMERICA 250 NC and its mission, and establish. an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities.

SUMMARY

Chairman Kirk Smith has asked to place the Resolution Recognizing and Approving of the Lee County Official America 250 NC Committee and supporting the America 250 NC Committee for the United States Semi-Quincentennial on the agenda to establish a committee to commemorate the 250th anniversary of the United States. Attached is the resolution for the Board's review.

RESOLUTION RECOGNIZING AND APPROVING
OF THE LEE COUNTY OFFICIAL AMERICA 250 NC COMMITTEE
FOR THE UNITED STATES SEMI-QUINCENTENNIAL

WHEREAS, Roy Cooper, Governor of North Carolina, created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of AMERICA 250 NC's mission, the Lee County Committee is officially formed to achieve the goals of AMERICA 250 NC; and

NOW, THEREFORE, BE IT RESOLVED BY THE LEE COUNTY BOARD OF COMMISSIONERS that the County of Lee hereby endorses AMERICA 250 NC and its mission and officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Lee County Committee will be strictly voluntary roles and there will be no compensation for participation; and

BE IT FUTHER RESOLVED that a copy of this resolution be sent to the Lee County legislators Senator Jim Burgin and Representative John Sauls, as well as North Carolina Department of Natural and Cultural Resources Secretary Pamela Brewington Cashwell.

Presented this 6th day of October, 2025.

_____
Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

_____
Hailey Hall, Clerk to the Board

ITEM #: II.J

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Resolution Awarding Service Side Arm to Lt. David McKee

DEPARTMENT: Sheriffs Department

CONTACT PERSON: Hailey Hall, Clerk to the Board/Communications Specialist

TYPE: Action Item

REQUEST	Approve the Resolution Awarding Service Side Arm to Lt. David McKee.
BUDGET IMPACT	N/A
ATTACHMENTS	scan_wsturkie_2025-09-26-15-14-47.pdf RESOLUTION_Service Side Arm Award.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Resolution Awarding Service Side Arm to Lt. David McKee.

SUMMARY

Sheriff Brian Estes has requested to award the service side arm to Lt. David McKee upon his retirement effective September 30, 2025. Attached is a copy the Sheriff's request and the resolution of the award.

LEE COUNTY
NORTH CAROLINA
OFFICE OF THE SHERIFF

Sheriff Brian Estes
sheriff@leecountync.gov

Phone: 919-718-4561
Fax: 919-718-4562

Chairman Kirk Smith,

It is respectfully requested to present Lt. David McKee with his service side arm as part of his reward of service in law enforcement in recognition of a job well done in the protection and service to Lee County. Lt. Mckee retires effective September 30th 2025 from the Lee County Sheriff's Office with more than 10 years of service. N.C.G.S. § 20-187.2 allows the Lee County Board of Commissioners, in their discretion, to award a retiring member of the Lee County Sheriff's Office with their service side arm. Lt. McKee is eligible to own, possess or receive a firearm under the provisions of State and/or Federal law. The weapon requested to be awarded is a Sig Sauer P320 9mm, Serial number 58A162033.

Thank you for your consideration in this matter.

Sincerely,

Lee County Sheriff
Brian Estes

RESOLUTION AWARDING THE SERVICE SIDE ARM OF LT. DAVID McKEE OF THE LEE COUNTY SHERIFF'S DEPARTMENT UPON HIS RETIREMENT

WHEREAS, Lt. David McKee retired effective October 1, 2025, from the Lee County Sheriff's Department; and

WHEREAS, Lee County Sheriff Brian Estes has requested to present Lt. McKee with his service side arm as part of his reward of service in law enforcement in recognition of a job well done in the protection and service to the communities of Lee County for more than 10 years; and

WHEREAS, N.C.G.S. § 17F-20 allows the Lee County Board of Commissioners, in their discretion, to award a retiring member of the Lee County Sheriff's Department with their service side arm; and

WHEREAS, Lt. McKee is eligible to own, possess or receive a firearm under the provisions of State and/or federal law; and

NOW THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners that Lt. David McKee is hereby awarded his service side arm, a Sig Sauer P320 9mm, serial number 58A162033, for his years of honorable service in protecting and serving the communities of Lee County.

Presented this 6th day of October, 2025.

_____
Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

_____
Hailey Hall, Clerk to the Board

ITEM #: IV.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Hispanic Heritage Month Proclamation

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Clerk to the Board/Communications Specialist

TYPE: Action Item

REQUEST	Approve the Proclamation Honoring Hispanic Heritage Month and proclaim September 15 through October 15, 2025 as "Hispanic Heritage Month in Lee County, NC".
BUDGET IMPACT	N/A
ATTACHMENTS	PROCLAMATION - Hispanic Heritage Month 2025.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Proclamation Honoring Hispanic Heritage Month and proclaim September 15 through October 15, 2025 as "Hispanic Heritage Month in Lee County, NC".

SUMMARY

The proclamation will be presented at the October 66, 2025 Board of Commissioners meeting to honor Hispanic Heritage Month and to celebrate the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America, and the Caribbean islands. The proclamation is attached below.

PROCLAMATION HONORING HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month is celebrated nationwide from September 15th through October 15th each year. The observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover the month as it is celebrated today. It calls upon public officials, educators, librarians, and all the people of the United States to observe this time with ceremonies, activities, and programs; and

WHEREAS, since the 16th Century, North Carolina saw Spanish Explorers by the names of Lucas Vasques de Ayilon, Hernando de Soto, Domingo Fernandez, Pedro de Coronas, Captain Juan Pardo, and Sergeant Hernando Boyano, leaving a long Hispanic legacy on our state; and

WHEREAS, September 15th is significant because it is the anniversary of the independence of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Brazil, Mexico, Chile, Belize, celebrate their Independence Days on September 7th, 16th, 18th, and 21st respectively. Therefore, the observance of National Hispanic Heritage Month celebrates the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America, and the Caribbean islands; and

WHEREAS, during 2020, the U.S. Census Bureau counted 13,122 Hispanic residents in Lee County out of population of 63,285 people, or about 23.1% of the County's residents; and

WHEREAS, Lee County recognizes the unique and vital role our Hispanic and Latino residents play in the fabric of our economy and workforce, as well as our faith communities and social tapestry; and

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby proclaims September 15th through October 15th as Hispanic Heritage Month in Lee County and urges its residents to enjoy this cultural celebration.

Presented this 6th day of October, 2025.

_____
Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

_____
Hailey Hall, Clerk to the Board

ITEM #: V.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Presentations from EMS applicants

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Information

REQUEST	The Board shall hear presentations from the EMS applicants.
BUDGET IMPACT	To Be Determined
ATTACHMENTS	Final Application 4.15.2025.pdf FirstHealth Application.pdf MedEx Application.pdf
PRIOR BOARD ACTION	The Board's current franchise agreement will expire June 30, 2026.
RECOMMENDATION	The Board shall hear presentations from the EMS applicants,

SUMMARY

The Board's current franchise agreement with FirstHealth of the Carolinas, Inc. to provide emergency and non-emergency/convalescent services will expire June 30, 2026. County sought applications from vendors and received two applications. The County specifically sought applications for emergency and non-emergency/convalescent services from a provider for the following services: 1) emergency response occurring within the county to the closest appropriate medical center, or the patient's requested facility, if appropriate; 2) non-emergency/convalescent services for individuals requiring transport vehicles, from point to point within Lee County, when the applicant has available resources, without compromising emergency response; 3) any non-emergency/convalescent transport from a point within Lee County to a point outside of Lee County is the responsibility of the medical provider. The application is attached. Two entities submitted applications, FirstHealth of the Carolinas, Inc. and MedEx Medical Transport Service Inc. The EMS Advisory Committee met and heard

presentations from both applicants and asked additional questions of both applicants. After much discussion and deliberation, and recognizing that making a recommendation was a difficult decision, the Committee did vote to recommend FirstHealth of the Carolinas, Inc. At this time, both applicants will be afforded an opportunity to present their applications to the Board of Commissioners prior to the public hearing.

Application for Ambulance Franchise
County of Lee

Applicants are asked to submit proposals to Lee County. Each proposal shall include the following:

I. Basic Information of Applicant

a. Corporate Name
b. Address
c. Name of owner/president or individual responsible for operations of the organizations
d. Organizational chart of applicant
e. Board of directors list
f. Contact information for individual responsible for this application
g. Type of franchise: Lee County is seeking applications for an emergency and non-emergency/convalescent services provider for the following services:
    i. Emergency response occurring within the County to the closest appropriate medical center, or the patient's requested facility, if appropriate.
    ii. Non-emergency/convalescent services for individuals requiring transport vehicles, from point to point within Lee County, when the applicant has available resources, without compromising emergency response.
    iii. Any nonemergency/convalescent transport from a point within Lee County to a point outside of Lee County is the responsibility of the medical provider.

II. Required Documents

a. Certified copies of articles of incorporation and bylaws
b. State EMS provider license and permit
c. Organizations conflict of interest policy
d. Resume of training and experience of the applicant in the transportation and/or care of patients
e. List of ambulance or rescue vehicles owned and operated by the Applicant that are available for use under a franchise agreement with Lee County. This list shall include the year, mileage, make, type of vehicle, applicable industry certifications, purpose of vehicle and applicant must attach the state's certification inspection report for each certified vehicle. Include schedule replacement and maintenance list for the vehicles.
f. Provide the name and title and contact information for all supervisors and for all members of applicant's administrative team that will oversee this franchise agreement.
g. Provider will have the option to use its own radios and accompanying devices, or to use County provided radios. If the Provider uses County radios, portable radios, vehicle chargers and appropriate station charges will be provided by the County to the chosen Provider. While the County will maintain ownership of this equipment, and will provide programming software/firmware updates, the Provider will be responsible for any damage or replacement of any equipment caused by Provider's negligence. If the Provider chooses to use its own radios and equipment, it must

ensure compatibility with the City's 911 public safety communications center. If provider intends to use its own radios and devices, please provide the number and type of radios and devices that will be used. If Provider intends to use County radios and devices, please indicate that in the proposal.

h. The Provider will be responsible to ensure a mobile data terminal is installed in each vehicle and compliant with the City's 911 computer aided dispatch system and available for use to the Provider and to the County and compatible with the County's VIPER communications network. It is Provider's responsibility to pay all fees required by the 911 Center, to determine what devices or equipment are required for connection, and to ensure cellular data connection for each device. Please provide a list of all devices or equipment that will be required for connection to the 911 mobile data terminal and the associated fees.
i. Proof of insurance as required by the Lee County Code of Ordinances.
j. Proof of compliance with Article 7 of Chapter 131E of the North Carolina General Statutes.

III. **Proposed Plans to Serve the Entire Lee County Area and to Provide Quality Care**

a. Currently, the County, through its current Provider has the following services available to its residents/visitors:
    i. 3 ALS transport vehicles at the EMS Station
    ii. 1 ALS transport vehicles at Carolina Trace Fire Department
    iii. 1 ALS transport vehicle at Northview Fire Department
    iv. 1 four-wheel drive ALS transport vehicle at the EMS station for the EMS Supervisor
    v. 1 EMS Director with staff vehicle
    vi. 1 reserve ALS transport vehicle
    vii. 11 BLS/ALS providers per 12-hour shift, including 1 supervisor credentialed at the Paramedic level

    Please provide how the Provider will continue to operate that level of service.
b. Provide daily staffing levels for the last 60 days.
c. Provide a plan to keep and recruit staffing levels at 100% for this franchise agreement. How many full-time paramedics and full-time EMT basics will be dedicated to Lee County on a regular basis and how do you anticipate locating personnel at each location? What is your current vacancy rate? What is your current turnover rate?
d. Provide a recruitment plan to keep applicant fully staffed during the term of this agreement and provide recruiting strategies used for EMTs and paramedics. Lee County expects twelve-hour permanent shifts for applicants' employees. Indicate if the applicant is willing and able to comply with this requirement. If not, provide shift suggestions.
e. Provide staffing models and employee hour/staffing plan for staffing needs under this agreement. This shall include a staffing plan for the entire EMS Lee County system, and also a plan broken down by EMS specific location site.
f. Provide all training and support the applicant provides its employees yearly.

IV. Financial and Administrative Information

a. Lee County will only grant the franchise to an applicant willing to cover the entire Lee County geographical area. Based on this requirement, list the annual estimated emergency calls applicant anticipates.
b. List the estimated annual nonemergency calls applicant anticipates.
c. If applicant currently operates emergency ambulance services in other jurisdictions, from January 1, 2024 through January 1, 2025 what was your average response time in each jurisdiction from dispatch to on-scene. List the number of calls, emergency and non-emergency, and the number of FTE EMT-P assigned to each jurisdiction, FTE EMT-B and part time personnel assigned to each county.
d. Provide financial statements for the last three years, to establish applicant is in a good financial condition to comply with the franchise agreement.
e. Provide Provider's last audit.
f. Is applicant aware of any pending or threatened litigation against applicant that would affect applicant's ability to perform under this franchise agreement?
g. Do you have an existing first responder program? Would you be willing to work alongside the County's volunteer fire departments to provide first responder assistance and support to any fire department willing to voluntarily participate? If so, provide information and a plan explaining this program.
h. Provide policies that help with morale, retention, health and/or safety of all employees. How do you measure employee satisfaction?

V. Proposed Fee Schedule to be paid by the County- based on a potential five-year franchise agreement

a. Provide applicant's proposed fee schedule. This fee shall incorporate the entire cost to the County for each of the five years. The County will not be expected to pay any more than what is quoted in this application. This fee shall also include a proposed "at risk" payment back to the County as follows: If at anytime during a reporting quarter applicant fails to meet the minimum 8-8.59 minute response time, the applicant will be required to issue a "payback" to the County. This fee shall also include an "at risk" payment back to the County if for each quarter, Provider fails to meet its staffing requirements.
b. Provide costs for additional services to be offered by applicant, if the County chooses to increase proposed services. This proposed pricing shall remain good for each year of the agreement, unless inflation or market changes occur to the benefit of the County, and shall include all potential costs to the County. (This can incorporate things like if we add an additional ambulance or QRV vehicles or additional services during the term of the agreement). Please provide the following prices:
    i. ALS transport vehicle with 2 personnel, please provide pricing for 12 and 24 hour staffing.
    ii. BLS transport vehicle with 2 personnel, please provide pricing for 12 and 24 hour staffing.
    iii. QRV transport vehicle with 1 personnel, please provide pricing for 12 and 24 hour staffing.

iv. QRV, consisting of a four wheel drive SUV or Truck with 1 personnel, please provide pricing for 12 and 24 hour staffing.
v. Detached supervisor, consisting of a four wheel drive SUV or Truck with 1 personnel, please provide pricing for 24 hour staffing.
vi. Pricing for special events coverage by ALS and BLS personnel and apparatus.

VI. **Proposed EMS Pricing for consumers**

a. Franchisee will be solely responsible for billing and collecting amounts directly from its clients for its services.
b. It is expected that a franchise agreement will state the franchisee will only be able to increase EMS prices for consumers a maximum of two times during the franchise agreement as the County wants to ensure EMS is affordable for all users. Provide your proposed EMS pricing for consideration.
c. Include programs for indigent individuals.

VII. Apparatus and Equipment

a. All ground transport apparatus will meet the standards outlined by the Commission on Accreditation of Ambulance Services Ground Vehicle Standard for Ambulances.
b. All apparatus, including staff vehicles and ground transport ambulances will remain neat and well maintained in appearance.
c. The provider will ensure that one ground transport apparatus remains in reserve, to be placed in service within 2 hours of a primary apparatus being placed out of service.
d. All-in-service apparatus will clearly display the assigned unit call sign at all times.
e. The Provider will maintain at least one 4-wheel drive ground transport apparatus for response in off road and challenging terrain or conditions, calls for service.
f. The provider will be issued 5, Lucas 3 Chest Compression Systems. These systems will remain the property of Lee County and are subject to an annual inspection. It is the providers' responsibility to ensure proper service and maintenance is carried out according to the manufacturers' recommended schedule. It is the provider's responsibility to provide any required consumable items. It is the provider's responsibility to notify Lee County 1 year in advance of the expected end of life of any device.

Application for Ambulance Franchise in Lee County

May 28, 2025

FirstHealth
OF THE CAROLINAS





FirstHealth Lee Campus


FirstHealth Moore Regional Hospital


FirstHealth Moore Regional Hospital - Richmond


FirstHealth Moore Regional Hospital-Hoke


FirstHealth Montgomery Memorial Hospital

FirstHealth

Mickey W. Foster
Chief Executive Officer

May 28, 2025

Whitney Parrish
County Attorney
408 Summit Drive
Sanford, NC 27330

Dear Ms. Parrish:

Thank you for reviewing FirstHealth's application to renew our contract for providing EMS services in Lee County. As an award-winning health care system, we remain dedicated to delivering high-quality, patient-centered care across all the communities we serve, with Lee County at the heart of our mission.

As a Lee County native, I take pride in FirstHealth's growing presence in the region. We serve thousands of residents through our primary care, specialty care, convenient care clinics, and medically based fitness center. With the county's continued growth, FirstHealth is well-positioned to sustain and expand our services to meet the evolving needs of our community.

FirstHealth has a proven track record of excellence in providing EMS services across multiple counties, including Lee County under our current contract. We are confident our application demonstrates our commitment and capability to continue this vital service. Please feel free to contact us with any questions about our proposal.

Thank you for your time and consideration.

Sincerely,

Mickey W. Foster, MHA
CEO, FirstHealth of the Carolinas

MWF/khs

APPLICATION FOR AMBULANCE FRANCHISE

FIRSTHEALTH OF THE CAROLINAS, INC

ORGANIZATION

MAY 28, 2025

SUBMISSION DATE

Application for Ambulance
Franchise County of Lee

Applicants are asked to submit proposals to Lee County. Each proposal shall include the following:

I. Basic Information of Applicant

a. Corporate Name: **FIRSTHEALTH OF THE CAROLINAS, INC.**

b. Address: **155 MEMORIAL DRIVE, PINEHURST, NC 28374**

c. Name of owner/president or individual responsible for operations of the organizations: **MICKEY W. FOSTER, CHIEF EXECUTIVE OFFICER**

d. Organizational chart of applicant – **Appendix A**

e. Board of Directors List:

Cindy Goodman, Ed.D., Chair
David Wood, Vice Chair
Arthur Medeiros, Corporate Secretary
Ray Allen, Treasurer
Gary VonCannon, Immediate Past Chair
Mickey Foster, MHA
Matthew Harmody, M.D.
Jason Jerry, M.D.
Beth Jones
Susan Keller
Jefferson Kilpatrick, M.D.
Charles Kuzma, M.D.
Wayne Lucas, M.D.
James Obi
Tom Pashley
Sushma Patel, M.D.
Alexander "Sandy" Stewart, Ed.D.
Elizabeth Webster

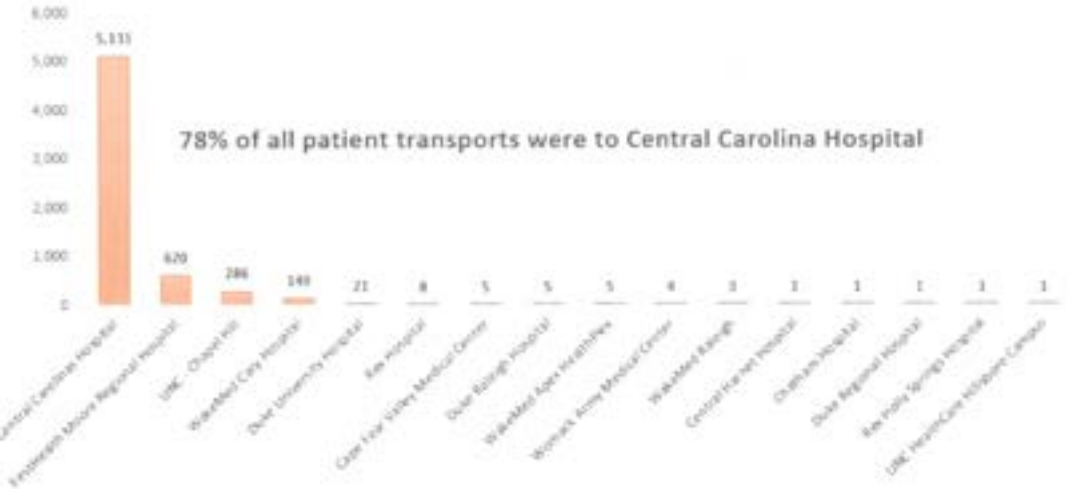
f. Contact information for individual responsible for this application:

Jonathan S. Davis, COO, FirstHealth of the Carolinas, President of Moore Regional Hospital

g. Type of franchise: Lee County is seeking applications for an emergency and non- emergency/ convalescent services provider for the following services:

i. Emergency response occurring within the County to the closest appropriate medical center, or the patient's requested facility, if appropriate.

FirstHealth currently provides EMS services to Lee County and is compliant with this request.



ii. Non-emergency/convalescent services for individuals requiring transport vehicles, from point to point within Lee County, when the applicant has available resources, without compromising emergency response.

FirstHealth agrees and has completed these transports, with existing resources, without impact to the system 911 calls.

iii. Any nonemergency/convalescent transport from a point within Lee County to a point outside of Lee County is the responsibility of the medical provider.

Non-911, point-to-point transports, that are originating within Lee County and terminating outside of the County are beyond the scope of this agreement. Our primary focus is responding to emergencies dispatched by Sanford 911 originating from callers within Lee County. Utilizing our Interfacility and Critical Care Teams, FirstHealth makes every effort to assist with calls originating from other locations within Lee County where the transport destination is outside of the county borders.

II. Required Documents:

a. Certified copies of articles of incorporation and bylaws – **Appendix B**
b. State EMS provider license and permit - **Appendix C**
c. Organizations conflict of interest policy – **Appendix D**
d. Resume of training and experience of the applicant in the transportation and/or care of patients.

The FirstHealth Regional EMS System evolved from the MooreLife Critical Care Transport program that was created October 1, 1994. MooreLife was created to address the needs for critical care transport services to and from Moore Regional Hospital. The first transport was February 27, 1995, from Richmond Memorial to Moore Regional. FirstHealth of the Carolinas provides 24/7 coverage 365 days a year, 911 Emergency Medical Services for four counties in North Carolina; Chatham, Lee, Montgomery and Richmond. With 56 ambulances and 268 employees, the FirstHealth Regional EMS System is one of the largest ambulance systems in North Carolina, covering more than 3,200 square miles. The system, which includes Critical Care Transport and Regional Medical Transport, responded to more than 26,000 calls with more than 20,200 patient transports and over 1,984,224 miles traveled over the last 12 months. Other divisions of the Regional EMS System include Patient Transport Services, Mobile Diagnostic Transport, Fleet Maintenance and Administration. Mobile Diagnostic Transport includes the daily use of Road Tractors to safely move and position a Mobile MRI, Mobile Cath Lab and Cardiology Nuclear Services. Fleet Maintenance supports the fleet of vehicles as well as having ASE (Automotive Service Excellence) and EVT's (Emergency Vehicle Technicians) technicians on staff.

e. List of ambulance or rescue vehicles owned and operated by the Applicant that are available for use under a franchise agreement with Lee County. This list shall include the year, mileage, make, type of vehicle, applicable industry certifications, purpose of vehicle and applicant must attach the state's certification inspection report for each certified vehicle. Include schedule replacement and maintenance list for the vehicles.
Appendix E and Appendix F

f. Provide the name and title and contact information for all supervisors and for all members of applicant's administrative team that will oversee this franchise agreement.

Jonathan S. Davis
Chief Operating Officer, FirstHealth of the Carolinas and President of Moore Regional Hospital, jdavis@firsthealth.org, (910) 715-1432

Matt Prestwood
Vice President of Operations, Moore Regional Hospital, mprestwood@firsthealth.org, (910) 715-5441

Barry Britt
Administrative Director, gbbritt@firsthealth.org, EMS (910) 715-7964

Mike Dutton
Director, EMS, rdutton@firsthealth.org, (919) 842-3753

g. Provider will have the option to use its own radios and accompanying devices, or to use County provided radios. If the Provider uses County radios, portable radios, vehicle chargers and appropriate station charges will be provided by the County to the chosen Provider. While the County will maintain ownership of this equipment, and will provide programming software/ firmware updates, the Provider will be responsible for any damage or replacement of any equipment caused by Provider's own radios and equipment, it must ensure compatibility with the City's 911 public safety communications center. If provider intends to use its own radios and devices, please provide the number and type of radios and devices that will be used. If Provider intends to use County radios and devices, please indicate that in the proposal.

FirstHealth will provide all mobile radios and Mobile Data Terminals installed in our emergency response apparatus. In partnership with Lee County, FirstHealth will utilize portable radios provided by Lee County. FirstHealth EMS acknowledges and agrees to be responsible for damage that may occur up to and including loss.
Mobile Radios - 8
Mobile Data Terminals - 11
Portable Radios required - 13

h. The Provider will be responsible to ensure a mobile data terminal is installed in each vehicle and compliant with the City's 911 computer aided dispatch system and available for use to the Provider and to the County and compatible with the County's VIPER communications network. It is Provider's responsibility to pay all fees required by the 911 Center, to determine what devices or equipment are required for connection, and to ensure cellular data connection for each device. Please provide a list of all devices or equipment that will be required for connection to the 911 mobile data terminal and the associated fees.

FirstHealth currently provides mobile data terminals in each of our emergency response vehicles. The current MDTs are compliant with the City of Sanford's 911 system and are fully compatible with the County's VIPER communications network.

i. Proof of insurance as required by the Lee County Code of Ordinances. **Appendix G**

j. Proof of compliance with Article 7 of Chapter 131E of the North Carolina General Statutes.

FirstHealth maintains a current NCOEMS Provider License, 0630907, and approved EMS System Plan. All ambulances are certified by NCOEMS and maintain up to date equipment as required.

III. Proposed Plans to Serve the Entire Lee County Area and to Provide Quality Care

a. Currently, the County, through its current Provider has the following services available to its residents/visitors:

i. 3 ALS transport vehicles at the Central Drive EMS Station
ii. 1 ALS transport vehicle at Carolina Trace Fire Department
iii. 1 ALS transport vehicle at Northview Fire Department
iv. 1 four-wheel drive ALS vehicle at the EMS station for the EMS Supervisor

(remains transport ready in the event of a major emergency with multiple patients)

v. 1 EMS Director with staff vehicle
vi. 2 reserve ALS transport vehicles
vii. 11 BLS/ALS providers per 12-hour shift, including 1 supervisor credentialed at the Paramedic level.

Please provide how the Provider will continue to operate that level of service.

FirstHealth is committed to maintaining all current staffing levels as well as monitoring population trends and growth to determine when/where additional EMS assets are needed. We will work closely with Lee County government to interpret these trends to identify future EMS station locations.

FirstHealth is consistently under the current required response time average/median to all areas of Lee County. Lee County and FirstHealth agree that critical response times are based on Delta and Echo call types.

b. Provide daily staffing levels for the last 60 days.

Lee EMS has maintained staffing levels of 100 percent over the previous 60 days. Staffing levels for February through March are attached – Appendix H

c. Provide a plan to keep and recruit staffing levels at 100% for this franchise agreement. How many full-time paramedics and full-time EMT basics will be dedicated to Lee County on a regular basis and how do you anticipate locating personnel at each location? What is your current vacancy rate? What is your current turnover rate?

24 FT Medics and 20 FT EMT's. The Main EMS base will house the Paramedic Supervisor and 3 paramedics/3 EMT's staffing 3 ALS transport vehicles. Both the Northview and Carolina Trace stations will house one ambulance each staffed with 1 Paramedic and 1 EMT.

Vacancy Rate - 2%
Turnover Rate – Over the last 6 months, the turnover rate was 11 percent. This rate includes one retirement and one spouse whose husband had a permanent change of station (PCS).

d. Provide a recruitment plan to keep applicant fully staffed during the term of this agreement and provide recruiting strategies used for EMTs and paramedics. Lee County expects twelve-hour permanent shifts for applicants' employees. Indicate if the applicant is willing and able to comply with this requirement. If not, provide shift suggestions.

FirstHealth EMS currently employs the 12-hour staffing model, and we will continue this model in the future contract period. FirstHealth EMS conducts bimonthly interviews for all regions and works diligently to hire the most qualified candidates for every EMS region.

FirstHealth provides an in-house paramedic academy to ensure EMTs receive the education and training to successfully pass and function as paramedics within our Regional EMS System.

Additionally, FirstHealth has a robust marketing department that handles recruitment activities for the service. The department uses multimedia channels to advertise for open EMS positions. Below are examples of social media postings for recruitment.



e. Provide staffing models and employee hour/staffing plan for staffing needs under this agreement. This shall include a staffing plan for the entire EMS Lee County system, and also a plan broken down by EMS specific location site.

FirstHealth EMS is staffed by a dedicated team of 24 full-time paramedics and 20 full-time EMTs. Our main EMS station will house the Paramedic Supervisor along with three paramedics and three EMTs, staffing three Advanced Life Support (ALS) transport vehicles. Additionally, both the Northview and Carolina Trace bases will each house one ambulance, staffed with one paramedic and one EMT.

1	1171A	EMT	07:00	19:00
2	1171A	Paramedic	07:00	19:00
3	1171P	EMT	18:45	07:00
4	1171P	Paramedic	18:45	07:00
5	1172A	EMT	07:00	19:00
6	1172A	Paramedic	07:00	19:00
7	1172P	EMT	19:00	07:00
8	1172P	Paramedic	19:00	07:00
9	1173A	EMT	07:00	19:00
10	1173A	Paramedic	07:00	19:00
11	1173P	EMT	19:00	07:00
12	1173P	Paramedic	19:00	07:00
13	1181A	EMT	07:00	19:00
14	1181A	Paramedic	07:00	19:00
15	1181P	EMT	19:00	07:00
16	1181P	Paramedic	19:00	07:00
17	1174A	EMT	07:00	19:00
18	1174A	Paramedic	07:00	19:00
19	1174P	EMT	19:00	07:00
20	1174P	EMT	19:00	07:00
21	1174P	Paramedic	19:00	07:00
22	MED1A	SPV	07:00	19:00
23	MED1P	SPV	19:00	07:00

f. Provide all training and support the applicant provides its employees yearly.

All EMS credentialed staff are required to attend the FirstHealth EMS Professional Development class each quarter. The four 7-hour classes are performance driven and include any updates in policy, procedure and protocols, required continuing education and credentialing required by the medical director. Each employee is required to complete additional computer-based learning (CBL) totaling 10+ hours annually. Both the seated education and the CBL's, totaling over 38 hours per year, meet the requirement for renewal of the employee's state EMS credential and national certification if applicable. FirstHealth EMS System staff/ volunteers' credentials are renewed through the FirstHealth NCOEMS approved teaching institution.

Individualized remedial education is provided to staff if areas of deficiency are identified through the performance improvement program.
Summarized:
Quarterly Professional Development: 7 hours per qtr., 28 hours annually
Computer Based Learning (CBL's): 10+ hours per year depending on level of credential.

IV. Financial and Administrative Information:

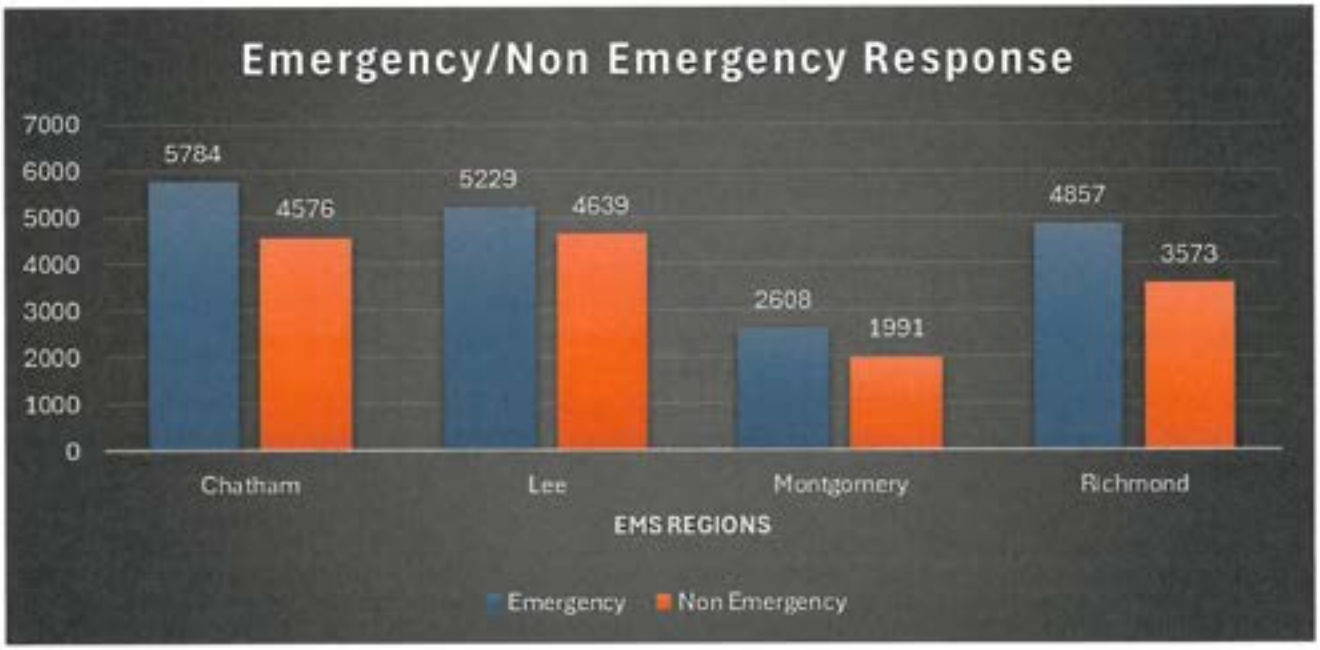
a. Lee County will only grant the franchise to an applicant willing to cover the entire Lee County geographical area. Based on this requirement, list the annual estimated emergency calls applicant anticipates.

Based on 2024 data, FirstHealth fielded 10,027 911 responses and transported 6,416 patients. For 2026, FirstHealth projects 12,426 911 responses with approximately 7,583 patient transports.

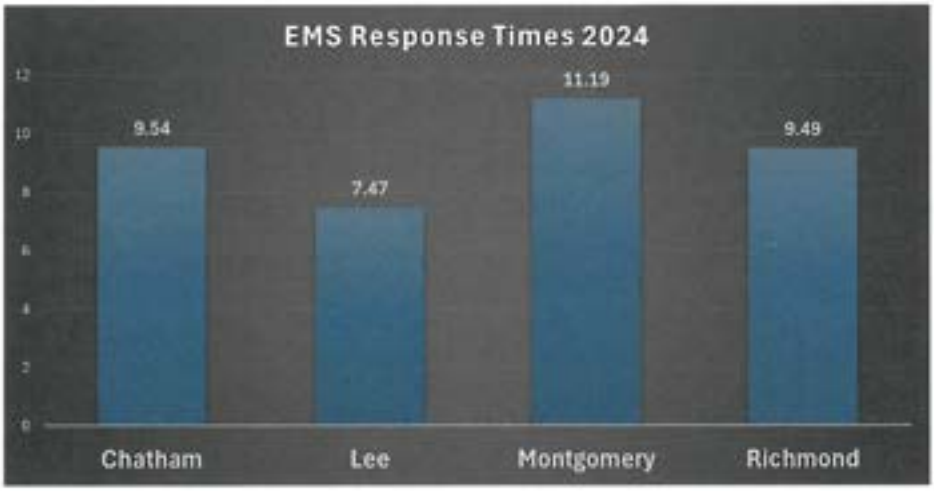
Month	911Responses	Transports	Ratio
Jan	765	576	75.29%
Feb	813	506	62.24%
Mar	896	546	60.94%
Apr	876	548	62.56%
May	936	586	62.61%
Jun	733	477	65.08%
Jul	885	567	64.07%
Aug	859	549	63.91%
Sep	805	529	65.71%
Oct	830	530	63.86%
Nov	803	495	61.64%
Dec	826	507	61.38%
Total	10027	6416	63.99%

b. List the estimated annual nonemergency calls applicant anticipates. Is this scheduled convalescent calls?

In the chart below, we have identified both emergency and non-emergency responses. The non-emergency numbers represent calls that are made to 911 but are categorized as "non-emergency." Typically, these are dispatched to EMS as Alpha and Bravo call types. Convalescent calls are generally pre-scheduled calls that include taking a patient home from the hospital, to a doctor's appointment or some other location when the patient is considered bed bound and unable to be transported by any other means than an ambulance. Some of these calls are included in the numbers in the chart and some are not based on which FirstHealth EMS division completed the call.



c. If applicant currently operates emergency ambulance services in other jurisdictions, from January 1, 2024, through January 1, 2025, what was your average response time in each jurisdiction from dispatch to on-scene (see chart below). List the number of calls, emergency and non-emergency, and the number of FTE EMT-P assigned to each jurisdiction, FTE EMT-B and part time personnel assigned to each county. **Appendix I**



d. Provide financial statements for the last three years, to establish applicant is in a good financial condition to comply with the franchise agreement. **Appendix J**

e. Provide Provider's last audit. Also included in **Appendix J**

f. Is applicant aware of any pending or threatened litigation against applicant that would affect applicant's ability to perform under this franchise agreement?

No, there are no pending or threatened litigations against FirstHealth that would threaten our ability to provide services under the franchise agreement.

g. Do you have an existing first responder program??Would you be willing to work alongside the County's volunteer fire departments to provide first responder assistance and support to any fire department willing to voluntarily participate??If so, provide information and a plan explaining this program.

Yes, FirstHealth is willing to work with and train volunteer and first responders. An overview of FirstHealth's First Responder Program and the Program Manual is available in the appendix. Appendix K

At FirstHealth EMS, we are proud to offer a comprehensive and robust first responder program, developed under the guidance of our Medical Director. Our program is dedicated to supporting and enhancing the capabilities of any squad that wishes to join our network of first responders. We are committed to providing extensive training and assistance to ensure that all participating squads meet and exceed NCOEMS requirements. Our program includes:

Comprehensive Training: We offer a wide range of training designed to equip first responders with the necessary skills and knowledge to handle emergency situations effectively.
Regulatory Compliance: Our team provides thorough guidance and support to help squads navigate and comply with all relevant regulatory requirements, ensuring that they operate within the legal framework.
Ongoing Support: We are dedicated to offering continuous support and resources to our member squads, fostering a collaborative and supportive environment.

h. Provide policies that help with morale, retention, health and/or safety of all employees. How do you measure employee satisfaction?

FirstHealth administers an annual Press Ganey Employee Engagement Survey and uses those results to implement change when needed. Additional monthly, if not weekly, EMS system rounding is conducted by supervisors and the EMS Director. Staff rounding is conducted by the EMS Administrative Director and Vice President of Operations each quarter. Each meeting allows employees the opportunity to meet with administrative staff and discuss any employee suggestions or concerns.

V. Proposed Fee Schedule to be paid by the County- based on a potential five-year franchise agreement.

a. Provide applicant's proposed fee schedule. This fee shall incorporate the entire cost to the County for each of the five years. The County will not be expected to pay any more than what is quoted in this application. This fee shall also include a proposed "at risk" payment back to the County as follows: If at any time during a reporting quarter applicant fails to meet the minimum 8-8.59-minute response time, the applicant will be required to issue a "payback" to the County. This fee shall also include an "at risk" payment back to the County if for each quarter, Provider fails to meet its staffing requirements.

FirstHealth EMS is submitting two five-year fee schedule options, at-risk portions and response time at-risk payback options for the County's consideration. FirstHealth is prepared to operate under either fee schedule option selected by the County for the proposed five-year contract. See Appendix L

b. Provide costs for additional services to be offered by applicant, if the County chooses to increase proposed services. This proposed pricing shall remain good for each year of the agreement, unless inflation or market changes occur to the benefit of the County and shall include all potential costs to the County. (This can incorporate things like if we add an additional ambulance or QRV vehicles or additional services during the term of the agreement). Please provide the following prices:

i. ALS transport vehicle with 2 personnel, please provide pricing for 12 and 24 hour staffing.

ii. BLS transport vehicle with 2 personnel, please provide pricing for 12 and 24 hour staffing.

iii. QRV transport vehicle with 1 personnel, please provide pricing for 12 and 24 hour staffing.

iv. QRV, consisting of a four-wheel drive SUV or Truck with 1 personnel, please provide pricing for 12- and 24-hour staffing.

v. Detached supervisor, consisting of a four-wheel drive SUV or Truck with 1 personnel, please provide pricing for 24-hour staffing.

vi. Pricing for special events coverage by ALS and BLS personnel and apparatus.

FirstHealth acknowledges that Lee County may request additional EMS services at any time during the term of this five-year franchise agreement. However, at this time and for the following reasons, FirstHealth has opted not to submit cost estimates that would remain good for each year of the franchise agreement:

- **Length of time required for recruiting, hiring, training and retention of additional paramedics and EMTs that would be required to staff an additional service requested by the county.**
- **Unforeseeable future market wage adjustments that may be necessary to remain wage competitive with other county EMS services.**
- **Unknown negative impact of tariffs on supply chain availability, acquisition costs, etc. or the timing of same.**
- **Continued backlog on availability of new ambulances (currently 18 –24 months from order date to placed in service).**

FirstHealth will develop and submit cost estimates for any additional future services requested by the county that will address each of the constraints listed previously. FirstHealth will respond timely to all county requests. FirstHealth agrees to negotiate in good faith pricing for any additional services requested by the county. County agrees to timely amend the contract with FirstHealth to reflect all additional costs to FirstHealth and the additional county subsidy to cover those costs.

VI. Proposed EMS Pricing for consumers:

a. Franchisee will be solely responsible for billing and collecting amounts directly from its clients for its services.

FirstHealth acknowledges our responsibility for invoicing patients for ambulance transport services received.

b. It is expected that a franchise agreement will state the franchisee will only be able to increase EMS prices for consumers a maximum of two times during the franchise agreement as the County wants to ensure EMS is affordable for all users. Provide your proposed EMS pricing for consideration.

FirstHealth acknowledges this expectation, and our submission has been developed based on this assumption.

FIRSTHEALTH OF THE CAROLINAS, INC. / LEE COUNTY EMS TRANSPORT RATES

DESCRIPTION	CHARGE
BLS	$ 824.80
BLS EMERGENCY	$1,032.19
ALS	$1,080.45
ALS EMERGENCY	$1,113.62
ALS 2	$2,117.68
SCT	$2,404.80
GROUND MILEAGE RATE PER MILE	$ 21.67
ALS TREATMENT, NO TRANSPORT	$ 262.08
BLS TREATMENT, NO TRANSPORT	$ -0-
Special Event Coverage	$ 185.00/hour

c. Include programs for indigent individuals.

FirstHealth offers a robust Financial Assistance Program that ensures all eligible individuals can receive medically necessary care at FirstHealth, regardless of their ability to pay. Our financial counselors work with patients to help determine their eligibility. Patients can qualify for up to a 100 percent discount if their adjusted income is at or below 200 percent of the federal poverty guidelines, which are published in the Federal Register. Additional discounts are available on a tiered basis up to 360 percent of federal poverty guidelines. Documentation, such as tax returns and current pay stubs, will be requested to demonstrate financial need.

Any individual that is determined to be eligible for financial assistance under FirstHealth's Credit and Collections Policy will not be charged more than the amount generally billed by FirstHealth for emergency or other medically necessary care to those individuals that have insurance covering such care. The portion of the bill a financial assistance-eligible individual is personally responsible for paying is the amount after all deductions, discounts and insurance reimbursements have been applied. More information about FirstHealth's Financial Assistance Policy can be found on www.firsthealth.org.

VII. Apparatus and Equipment:

a. All ground transport apparatus will meet the standards outlined by the Commission on Accreditation of Ambulance Services Ground Vehicle Standard for Ambulances.

All FirstHealth EMS vehicles meet these standards.

b. All apparatus, including staff vehicles and ground transport ambulances will remain neat and well maintained in appearance.

FirstHealth will ensure that Lee County's ambulances are consistently clean and maintain a professional appearance, weather permitting.

c. The provider will ensure that one ground transport apparatus remains in reserve, to be placed in service within 2 hours of a primary apparatus being placed out of service.

FirstHealth exceeds this requirement and maintains two (2) reserve ambulances and has demonstrated that this goal is achievable during our current contract period. We view this as a critical requirement of this contract and have demonstrated a need for immediate reserve ambulances during this contract period.

d. All-in-service apparatus will clearly always display the assigned unit call sign.



As noted in the photos, all FirstHealth ambulances clearly display the unit call sign on all sides, front and rear. In addition, it is clearly displayed when an ambulance is marked "out of service".

e. The Provider will maintain at least one 4-wheel drive ground transport apparatus for response in off road and challenging terrain or conditions, calls for service.

FirstHealth EMS agrees to maintain a supervisor transport capable, response unit that is four-wheel drive.

f. The provider will be issued 5, Lucas 3 Chest Compression Systems. These systems will remain the property of Lee County and are subject to an annual inspection. It is the providers' responsibility to ensure proper service and maintenance is carried out according to the manufacturers' recommended schedule. It is the provider's responsibility to provide any required consumable items. It is the provider's responsibility to notify Lee County 1 year in advance of the expected end of life of any device.

Agree, FirstHealth currently maintains these devices and is grateful to Lee County's partnership for providing these lifesaving devices to their citizens and visitors.

Appendix M provides additional Lee County EMS data that may be of interest to the committee.

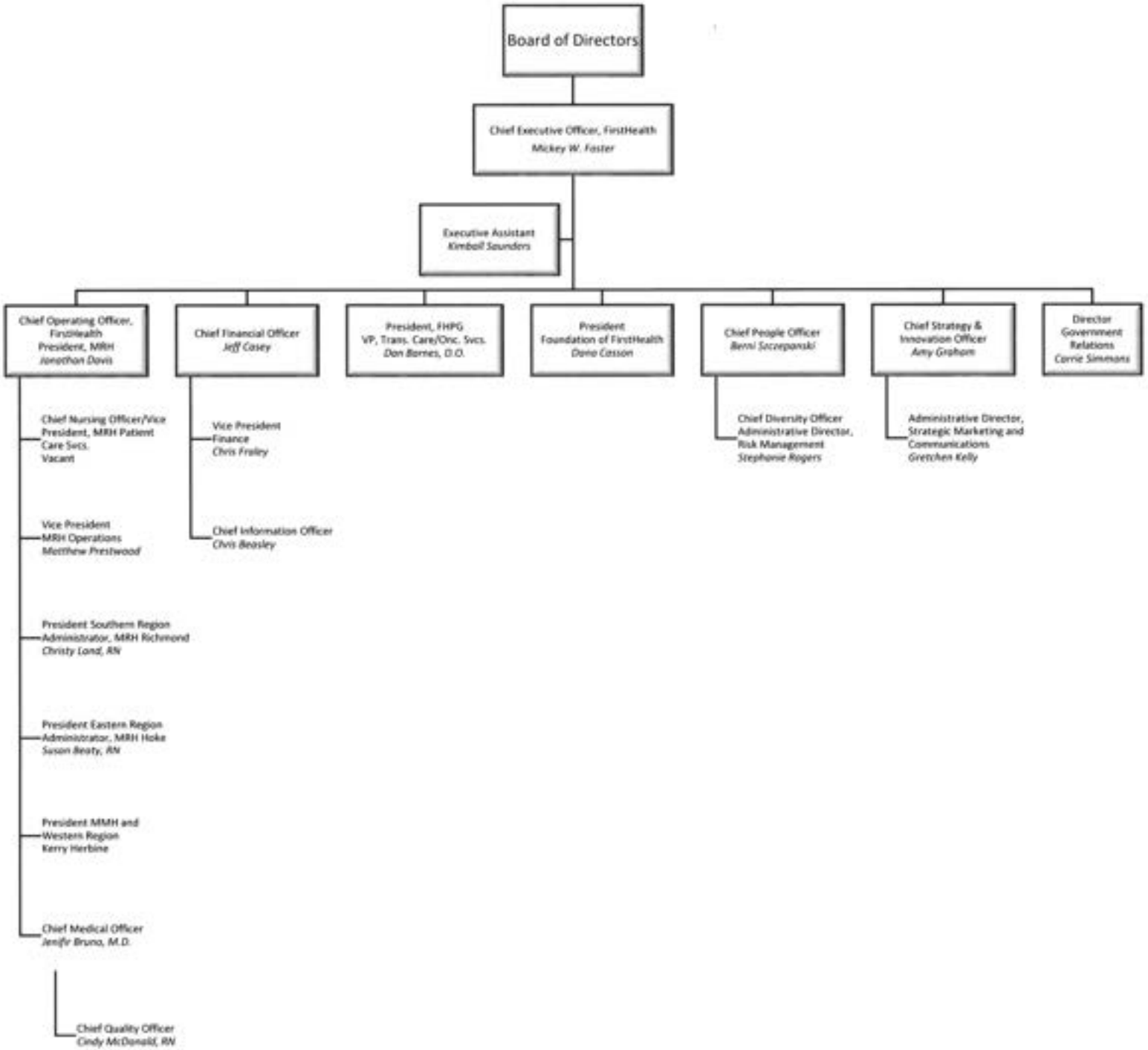

Board of Directors
Chief Executive Officer, FirstHealth
Mickey W. Foster
Executive Assistant
Kimboll Saunders
Chief Operating Officer, FirstHealth President, MRH
Jonathon Davis
Chief Financial Officer
Jeff Casey
President, FHPG VP, Trans. Care/Onc. Svcs.
Don Barnes, D.O.
President Foundation of FirstHealth
Dana Casson
Chief People Officer
Berni Szczepanski
Chief Strategy & Innovation Officer
Amy Graham
Director Government Relations
Carrie Simmons
Chief Nursing Officer/Vice President, MRH Patient Care Svcs.
Vacant
Vice President Finance
Chris Fraley
Chief Diversity Officer
Administrative Director, Risk Management
Stephanie Rogers
Administrative Director, Strategic Marketing and Communications
Gretchen Kelly
Vice President MRH Operations
Matthew Prestwood
Chief Information Officer
Chris Beasley
President Southern Region
Administrator, MRH Richmond
Christy Land, RN
President Eastern Region
Administrator, MRH Hoke
Susan Beaty, RN
President MMH and Western Region
Kerry Herbine
Chief Medical Officer
Jenifr Bruno, M.D.
Chief Quality Officer
Cindy McDonald, RN

Exhibit A

STATE OF NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, *Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of*

ARTICLES OF INCORPORATION

OF

FIRSTHEALTH OF THE CAROLINAS, INC.

the original of which is now on file and a matter of record in this office.

IN WITNESS WHEREOF, *I have hereunto set my hand and affixed my official seal at the City of Raleigh, this* 11th *day of* December, 1997.

Elaine F. Marshall

Secretary of State

0-03757
FILED
9:00 AM
AUG 17 1995
EFFECTIVE
RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

95 2 2 9 9004

ARTICLES OF INCORPORATION
OF
MOORE REGIONAL HOSPITAL ACQUISITION CORP.

Pursuant to § 55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

ARTICLE I

The name of the corporation is Moore Regional Hospital Acquisition Corp.

ARTICLE II

This corporation is a charitable corporation.

ARTICLE III

The address of the initial registered office of the corporation in the State of North Carolina is 1001 West Fourth Street, Winston-Salem, Forsyth County, North Carolina, 27101 and the name of its initial registered agent at such address is Peter S. Brunstetter.

ARTICLE IV

The name and address of the incorporator are:

NAME	ADDRESS
Robert E. Esleeck	1001 West Fourth Street Winston-Salem, NC 27101

ARTICLE V

The corporation shall have no members.

ARTICLE VI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or otherwise intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (c) by a nonprofit corporation formed under Chapter 55A of the General Statutes of North Carolina or any successor provision thereto.

ARTICLE VII

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not disposed shall be disposed of by the Clerk of the Superior Court of Moore County, North Carolina to such organization or organizations as the Clerk of the Superior Court of Moore County shall determine which are organized and operated exclusively for such purposes and at the time qualify as exempt organizations under section 501(c)(3) of the Code, or to federal, state, or local governments to be used exclusively for public purposes.

ARTICLE VIII

No director of the corporation shall have personal liability arising out of an action whether by or in the right of the corporation or otherwise for monetary damages for breach of any duty as a director; provided, however, that the foregoing shall not limit or eliminate the personal liability of a director with respect to (i) acts or omissions occurring prior to the date of the effectiveness of this Article, (ii) acts or omissions that such director at the time

of such breach knew or believed were clearly in conflict with the best interests of the corporation, (iii) any liability under Section 55A-8-32 or Section 55A-8-33 of the North Carolina General Statutes or any successor provision, or (iv) any transaction from which such director derived an improper personal benefit. As used in this Article, the term "improper personal benefit" does not include a director's reasonable compensation or other reasonable incidental benefits for or on account of his or her service as a director, officer, employee, independent contractor, attorney, or consultant of the corporation.

Furthermore, notwithstanding the foregoing provision, in the event that Section 55A-2-02 or any other provision of the North Carolina General Statutes is amended or enacted to permit further limitation or elimination of the personal liability of a director, the personal liability of the corporation's directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This Article shall not affect a provision permitted under the North Carolina General Statutes and the Articles of Incorporation, Bylaws or contract or resolution of the corporation indemnifying or agreeing to indemnify a director against personal liability. Any repeal or modification of this Article shall not adversely affect any limitation hereunder on the personal liability of a director with respect to acts or omissions occurring prior to such repeal or modification.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 16th day of August, 1995.

Robert E. Esleeck, Incorporator

0303919842

0-0375751

FILED
9:00 AM
AUG 21 1995
EFFECTIVE
RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

95233 9031

ARTICLES OF AMENDMENT OF MOORE REGIONAL HOSPITAL ACQUISITION CORP.

Pursuant to § 55A-10-01 of the General Statutes of North Carolina, the undersigned corporation hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the Corporation is Moore Regional Hospital Acquisition Corp.

2. Article I is amended and restated in its entirety as follows:

"The name of the Corporation is FirstHealth of the Carolinas, Inc."

3. The preceding amendment to the Articles of Incorporation of the Corporation was adopted by its sole director by unanimous consent effective August 18, 1995, in the manner prescribed by law.

This the 18th day of August, 1995.

MOORE REGIONAL HOSPITAL ACQUISITION CORP.

By: Peter S. Brunstetter

Peter S. Brunstetter, Director

464020842

State of North Carolina

Office of Emergency Medical Services

Medical Care Commission

Department of Health and Human Services
Division of Health Service Regulation

Having met the requirements of North Carolina General Statue 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

First Health Regional EMS System

is hereby issued an EMS Agency License

This License, Number 1151 , expires the last day of January, 2028

Division of Heath Service Regulation

Office of Emergency Medical Services

EMS SYSTEM

Whereas LEE COUNTY has made a commitment
to providing quality emergency medical care to its citizens and has
demonstrated that it meets the criteria of an EMS SYSTEM
as defined by the North Carolina Medical Care Commission,
it hereby receives approval as a NORTH CAROLINA EMS SYSTEM.
This approval shall be effective until the last day of January, 2028

Division of Heath Service Regulation

Office of Emergency Medical Services

Title: Conflict of Interest		**Document Number:** 030-223PL
Document Type: Policy		**Effective Date:** 2/1/1997
Responsible Owner: *(Title)* Chief People Officer		
Last Review/Revision Date: 3/1/2024	**Review Cycle:** ☐ 1 year ☐ 2 years ☒ 3 years	**Next Review Date:** 3/1/2027
Content Applies to Patient Care: *(Select all that apply)* ☐ Adults ☐ Pediatrics (Under 18)		
Applicability:	☒ **FH System** ☐ **Ambulatory Clinics – ALL** ☐ **Hospitals - ALL**	☐ **Department Only:** *(Department Name)* []
	☐ **Site Only:** *(Select all that apply)* ☐ MRH ☐ RMH ☐ Hoke ☐ MMH ☐ FH Clinics ☐ FHPG Clinics ☐ Cancer Center ☐ Hospice ☐ Home Care ☐ Medical Staff ☐ Emergency Medical Services	

Purpose/Protocol Statement: FirstHealth of the Carolinas will address and resolve conflicts that occur due to an employee's non- FirstHealth employment or other personal business activities. To protect the proprietary interests of the corporation and to ensure that employees report activities that are in conflict or can reasonably be perceived to be in conflict with their FirstHealth responsibilities.

Licensure/Certifications: (None)

Definitions/Abbreviations:

Conflict of Interest = occurs when an individual's influence, behavior, decisions, or actions on behalf of FirstHealth could have, or be perceived to have, a financial impact on a personal (non-FirstHealth) activity of the individual and/or the individual's family or business associates.

Content:

A. **PROPRIETARY RIGHTS:**
   a. FirstHealth retains all rights to products, programs, processes, or other materials created or developed by employees as part of their job responsibilities, or by anyone using resources obtained through his/her relationship with FirstHealth. Any exceptions must be approved in writing by the CEO.

B. **DISCLOSURE OF ACTIVITIES:**
   a. The following are examples of activities or services that must be disclosed if the employee is paid for performing them:
      i. Ownership of, or full-time, part-time or contract employment with a vendor providing products or services to FirstHealth.
      ii. Consulting with, or to, another organization on healthcare related issues, or on matters related to their responsibilities with FirstHealth.
      iii. Engaging in healthcare related services as a private provider.
   b. Corporate Compliance will coordinate the completion of Conflict-of-Interest Disclosure forms.
      i. Corporate Leadership Council Members - must complete a Conflict-of-Interest Disclosure form annually or when a reportable activity occurs.
      ii. All Other Managers/Staff - must complete a Conflict-of-Interest Disclosure form only when a reportable activity occurs.

C. PRIVATE PRACTICE/BUSINESS GUIDELINES:

a. To reduce the possibility or the perception of a conflict of interest, employees in private practice or business must adhere to the following guidelines:
   i. While performing as a FirstHealth employee or representing FirstHealth, employee will not mention or advertise in any way, his/her practice/business to patients/customers. This includes, but is not limited to, distribution of business cards, flyers, or verbal references.
   ii. Patients/customers who are known to exist due to contact through FirstHealth, whether by referral or by the patient's/customer's own initiative, are FirstHealth patients/customers. These individuals may not be solicited individually for the employee's practice/business during or after the patient/customer completes services provided by FirstHealth.
   iii. Any service needed by the patient/customer, and available from FirstHealth, will be provided by FirstHealth or by referral to another agency or clinician. The patient/customer may not be referred to the private practice/business of a FirstHealth employee.
   iv. The employee will not solicit other FirstHealth employees, including employed clinicians and physicians, to make referrals to his/her private practice/business. This includes referrals relating to group work, individual work, testing or workshops.
   v. The employee will not represent that his/her private practice/business is sanctioned by FirstHealth.

D. RESOLUTION OF CONFLICTS:

a. FirstHealth will address potential conflicts with the employee by full disclosure of relationships, accompanied by either:
   i. Removal of the employee from the decision-making process when a decision has the potential to result in personal financial gain or loss, or can be reasonably perceived to be improper in nature, for the employee, family member or business associate, or
   ii. Considering an arrangement to share gains resulting from the sale of FirstHealth programs, services, or expertise of the employee.

b. Employees engaged in activities determined to conflict with their roles or responsibilities with FirstHealth must discontinue these activities, modify their relationship in a mutually acceptable manner, or resign from their position with FirstHealth.

E. BUSINESS COURTESIES AND GIFTS:

a. Employee conduct should be in a manner that is free from unlawful or otherwise inappropriate offers of solicitations of gifts and favors or other improper inducements in exchange for influence or assistance. Any questions regarding the propriety of accepting a gift from a patient and/or the patient's family or a vendor should be addressed with your supervisor.

F. EMPLOYMENT WITH A FIRSTHEALTH VENDOR:

a. Current employees also employed by a vendor conducting business with FirstHealth may not represent the vendor related to that vendor's FirstHealth business.
b. Any former FirstHealth employee who is employed by a vendor conducting business with FirstHealth may not represent that vendor with any FirstHealth entity/business line/patient service location for twenty-four (24) months from the employee's last day of FirstHealth employment.
c. For additional information regarding this vendor related policy, contact the Administrative Director, Materials Management.

G. OTHER:

a. Questions regarding disclosure of activities and resolution of potential conflicts of interest will be referred to Corporate Compliance.

FirstHealth
OF THE CAROLINAS

Cross References:
Conflict of Interest Disclosure form

Resources and References: (None)

Attachments: (None)

Unit Number	Year	Current Mileage	Miles Driven 2024	Unit Location	Make	Model	VIN	Purpose	Replaceent Plan	Mileage 5/2026	Mileage 5/2027	Mileage 5/2028	Mileage 5/2029	Mileage 5/2030	Mileage 5/2031	Mileage 5/2032	Mileage 5/2033
1235	2011	276,987	11,332	LEE EMS	CHEVROLET	3500HD Amb Silv	[redacted]	Ambulance	FY 27/28	288,319	299,651	310,983	322,315	333,647	344,979	356,311	367,643
1258	2015	266,188	22,702	LEE EMS	CHEVROLET	G3500Amb.		Ambulance	FY 25/26	288,890	311,592	334,294	356,996	379,698	402,400	425,102	447,804
1263	2015	328,790	16,867	LEE EMS	CHEVROLET	G3500Amb.		Ambulance	FY 26/27	345,657	362,524	379,391	396,258	413,125	429,992	446,859	463,726
1280	2021	102,998	31,660	LEE EMS	Chev	G3500Amb.		Ambulance	FY 30/31	134,658	166,318	197,978	229,638	261,298	292,958	324,618	356,278
1289	2021	108,236	32,886	LEE EMS	Chevrolet	G3500Amb.		Ambulance	FY 29/30	141,122	174,008	206,894	239,780	272,666	305,552	338,438	371,324
1291	2021	83,011	27,837	LEE EMS	CHEV	G4500 AMB		Ambulance		110,848	138,685	166,522	194,359	222,196	250,033	277,870	305,707
1292	2021	104,138	36,904	LEE EMS	CHEV	G4500 AMB		Ambulance	FY 28/29	141,042	177,946	214,850	251,754	288,658	325,562	362,466	399,370
1299	2023	29,257	22,957	LEE EMS	CHEVROLET	G4500 AMB		Ambulance		52,214	75,171	98,128	121,085	144,042	166,999	189,956	212,913
1551	2022	36,390	18,496	LEE EMS	CHEVROLET	EQUINOX		Lee Co Director Vehicle	FY 31/32	54,886	73,382	91,878	110,374	128,870	147,366	165,862	184,358
			221,641														
leserve vehicles that can be assigned to Lee County if needed																	
1243	2013	464,209	24,273	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		488,482	512,755	537,028	561,301	585,574	609,847	634,120	658,393
1244	2013	362,470	1,453	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		363,923	365,376	366,829	368,282	369,735	371,188	372,641	374,094
1246	2013	380,548	2,016	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		382,564	384,580	386,596	388,612	390,628	392,644	394,660	396,676
1247	2013	382,239	26,455	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		408,694	435,149	461,604	488,059	514,514	540,969	567,424	593,879
1248	2013	344,308	3,029	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		347,337	350,366	353,395	356,424	359,453	362,482	365,511	368,540
1251	2013	267,309	1,760	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		269,069	270,829	272,589	274,349	276,109	277,869	279,629	281,389
1255	2015	328,944	6,716	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		335,660	342,376	349,092	355,808	362,524	369,240	375,956	382,672
1257	2015	332,143	3,914	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		336,057	339,971	343,885	347,799	351,713	355,627	359,541	363,455
1262	2015	327,986	9,099	Fleet	CHEVROLET	G3500Amb.		Reserve Ambulance		337,085	346,184	355,283	364,382	373,481	382,580	391,679	400,778

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	11/28/2023
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	11/30/2025
Permit number	NC005430
VIN	[redacted]
Vehicle Number	1289

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	08/15/2024
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	Portable suction not working, #8 ET Tube expired- items replaced.

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	08/31/2026
Permit number	NC001751
VIN	[redacted]
Vehicle Number	1235

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	06/06/2023
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	06/30/2025
Permit number	NC 000482
VIN	[redacted]
Vehicle Number	1251

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	04/12/2024
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	04/30/2026
Permit number	NC 000476
VIN	[redacted]
Vehicle Number	1258

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	01/14/2025
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	01/31/2027
Permit number	NC001883
VIN	[redacted]
Vehicle Number	1262

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	01/31/2025
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	Adult bougie expired 10/24 - replaced

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	01/31/2027
Permit number	NC 002371
VIN	[redacted]
Vehicle Number	1263

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	11/28/2023
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	11/30/2025
Permit number	NC005431
VIN	[redacted]
Vehicle Number	1280

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	04/12/2024
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	04/30/2026
Permit number	NC005659
VIN	[redacted]
Vehicle Number	1291

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	04/12/2024
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	04/30/2026
Permit number	NC005921
VIN	[redacted]
Vehicle Number	1292

Missing items

No missing items found

NCOEMS Vehicle Inspection Summary

Inspection Information

Date of Inspection	02/13/2024
Inspector Name	Doug E. Calhoun P014957 SC004351
Inspector Email Address	Doug.calhoun@dhhs.nc.gov
Location	Sanford
Inspection Type	Permitting
Inspection Level	Paramedic
Status	Satisfactory
Inspector Comments	

Vehicle Information

Agency	FirstHealth Regional EMS System Lee
Permit Expiration Date	02/28/2026
Permit number	NC005876
VIN	[redacted]
Vehicle Number	1299

Missing items

No missing items found

COVERAGE	COMPANY	POLICY NO.	LIMITS	DESCRIPTION	EXPIRES
Automobile	Zurich American Ins Co	BAP585185812	(Ambulances, Heavy Trucks, & Tractor Trailers)		9/1/2025
			$2,000,000	Limit of Liability	
			$5,000	Medical Payments	
			$500,000	Uninsured/Underinsured Motorists NC	
			$500,000	Uninsured/Underinsured Motorists SC	
			$5,000	Comprehensive Deductible	
			$5,000	Collision Deductible	
			(All Power Units other than Ambulances, Heavy Trucks & Trac		
			$2,000,000	Limit of Liability	
			$5,000	Medical Payments	
			$500,000	Uninsured/Underinsured Motorists	
			$2,000	Comprehensive Deductible	
			$2,000	Collision Deductible	
				Liability Deductible - 150,000	

EMS : Lee

	February																										
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
ee" Department Shift Totals	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
1171A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	3/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
71P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1172A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
172P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
73A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1173P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
81A	2/2	2/2	2/2	2/2	3/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	3/2	3/2
1181P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
174A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
174P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
MED1A	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
ED1P	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1

EMS : Lee

	March													April													
	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
"Lee" Department Shift Totals	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
71A	2/2	2/2	2/2	2/2	2/2	3/2	3/3	2/2	2/2	2/2	3/2	3/2	2/2	3/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
71P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1172A	2/2	2/2	2/1	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	1/2	2/2	2/2	2/2	2/2	2/2
72P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	3/3	2/2	2/2	2/2	2/2
1173A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
73P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
81A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	3/2	2/2	3/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	3/2	3/2	2/2
1181P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
74A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	3/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1174P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
D1A	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
D1P	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	0/1

EMS : Lee

	March																				
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
"Lee" Department Shift	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
A	2/2	2/2	2/2	3/3	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1172A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
P	2/2	1/1	2/2	2/2	3/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1173A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
73P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
1181P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
4A	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
P	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2	2/2
MED1A	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1
1P	1/1	1/1	0/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1

Appendix I

Number of FTI EMT-P assigned to each jurisdiction, FTE EMT-B and part time personnel assigned to each county.

Par Level Staffing Numbers	Paramedics	EMT-B/EMT-I	Total Personnel Required
Chatham	38	36	74
Montgomery	15	12	27
Richmond	15	12	27
Lee	24	20	44
Transport Teams*	13	13	26
	105	**97**	**202**



Medical First Responder Program

Goals

- To integrate all interested Emergency Services agencies into the prehospital emergency response system
- Deliver fast and high quality care to all citizens throughout the system

FirstHealth
OF THE CAROLINAS

Proposed Capability

- Credentialed responders can operate at the top of their scope of practice throughout the EMS system

FirstHealth
OF THE CAROLINAS

Proposed Capability

- Firefighters without EMS credentials
  - Hemorrhage control
    - Tourniquets
    - Hemostatic Gauze
  - Naloxone (Narcan)
  - Abdominal thrusts/back blows in choking patients
  - CPR with BVM and AED use (if CPR certified)

FirstHealth OF THE CAROLINAS

Proposed Capability

- EMR Certified – Credentialed by the North Carolina Office of EMS

  All capabilities of lower certification levels plus:

  - Epinephrine Autoinjectors for anaphylaxis
  - Oral glucose

FirstHealth OF THE CAROLINAS

Proposed Capability

- EMT Certified – Credentialed by the North Carolina Office of EMS

  All capabilities of lower certification levels plus:

  - IM Epinephrine via auto-injector or from vial
  - Blind insertion airway device (I-Gel) for cardiac arrest
  - CPAP
  - Nitroglycerin – for suspected anginal chest pain
  - Albuterol – when already prescribed

FirstHealth OF THE CAROLINAS

Implementation Plan

- Go-live
  - Minimum requirements
    - Notification to EMS System administrator Barry Britt (gbbritt@firsthealth.org)
      - Please CC Medical Dirctor nsmiller@firsthealth.org
    - Activation of agency in continuum
- Initial training
  - First annual FirstHealth EMS System trainings occur in March/April 2024
  - For general EMR and EMT continuing education, coordinate with community college
  - If community college cannot provide training needs, contact FirstHealth Training Officer to discuss training needs
    - Please CC Medical Dirctor nsmiller@firsthealth.org

FirstHealth
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First Responder Agency Requirements

- Attend annual skills/protocol updates
- Provide documentation of patient care that occurred prior to ambulance to EMS crew during call. Specific details to share:
  - Vital signs
  - Any medication
  - Airway management
  - Procedures
- Participate in a peer review process with EMS
  - Chance for feedback and/or improvement in patient care

FirstHealth
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FirstHealth EMS Commitment

- Deliver annual updates and skills training/evaluations
- Provide timely feedback on patient care encounters that are reportable to EMS if requested
  - "Timely feedback" will be limited by availability of feedback to FirstHealth EMS.

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Recommended Dispatch

- Delta and Echo call determinants

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Important Documents

- Medical First Responder Program Manual
  - Outlines details of program
  - Includes all necessary supplemental documents

FirstHealth
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Questions?

Contact information

- System Administrator
  - Barry Britt - gbbritt@firsthealth.org
- Medical Director
  - Nathan Miller – nsmiller@firsthealth.org
- Training Officers
  - Donna Strong (Deputy Chief) - dstrong@firsthealth.org
  - Susan Kellough - sekellough@firsthealth.org
  - Brandon Scott – bjscott@firsthealth.org

FirstHealth
OF THE CAROLINAS



Medical First Responder Program Manual

Contents

- Overview
- Medical Responder Agency
- Department Training Officer
- EMS Provider Roles and Responsibilities
- Quality Assurance/Quality Improvement
- Patient Care Documentation
- Equipment
- Appendix

Revised 12/18/2023

Overview

This manual is designed as a reference to guide medical first responder agencies on credentialing and medical response in the FirstHealth Regional EMS System. The goal of the following policy is to provide a minimum standard for delivering both rapid and high-quality prehospital care across the EMS system.

Medical Responder Agency

- Any agency participating in the EMS System must notify the EMS System Administrator in writing of their desire to participate and the desired agency credential level.
- After approval from the system administrator, the agency must set up a Continuum page through the North Carolina Office of EMS
- Regardless of agency credential level (EMR or EMT), medical care by EMS providers in the department are limited to their individual credential.
- Agencies are only expected to provide prehospital care at the highest level of the individual responders on a given call

Department Training Officer

Each agency participating in medical first response must designate a training officer who will be responsible for maintaining training and quality assurance at their agency.

Training Officer Eligibility

1. Must maintain EMS certification and credentials at the same level of the agency or higher (e.g., if the agency is functioning at the EMT level, an EMT, AEMT, or paramedic could serve as the training officer)
2. Previous EMS experience is preferred

Training Officer Duties

1. Be familiar with the EMS System policies, procedures, and protocols
2. Oversee EMS system clearance process of new department members
3. Maintain up-to-date list on Continuum of all department members who are cleared in the EMS system
4. Notify FirstHealth EMS division training officer and medical director of clinical care concerns
5. Serve as primary contact for clinical care topics involving their agency

EMS Provider Roles and Responsibilities

Initial Credentialing and Clearance Requirements

1. All individuals requesting clearance in the EMS System are required to show a valid North Carolina Office of EMS issued Certification Credential at or above the level at which the individual request to function.
2. Emergency Medical Responder (EMR) Requirements
    a. EMR (or higher) certification by the State of North Carolina Office of EMS.
    b. BLS CPR Certification

c. Supervised patient care on at least 10 medical calls. Supervision can be performed by department training officer or designee. Designees must be cleared in the EMS system at the same level or higher.
    i. During the first six months of rollout (Jan 1st to June 30th 2024), or new agency joining the medical responder program, the supervised patient care phase of clearance will not be necessary for clearance
d. FirstHealth EMS System EMR Field Evaluation Form
e. FirstHealth EMS System EMR Protocol Test
f. Completion of Technical Scope of Practice (TSOP) evaluation. These assessments are administered by FirstHealth EMS training staff (either preceptors, senior paramedics, shift supervisor, or FirstHealth EMS Training Officer).
g. Completion of FirstHealth EMS System Medical First Responder Clearance Form (see appendix)
h. Upon completion of the above requirements, submit the following items to department Training Officer (either physical or electronic copies are acceptable, department preference)
    i. Copy of NC OEMS EMS certification
    ii. Copy of BLS CPR certification
    iii. EMR Field Evaluation Form
    iv. EMR Protocol Test
    v. Technical Scope of Practice (TSOP) evaluation
    vi. Completed Medical First Responder Clearance Form (See Appendix)

3. Emergency Medical Technician (EMT) Requirements
    a. Emergency Medical Technician (or higher) certification by the State of North Carolina Office of EMS.
    b. BLS CPR Certification
    c. Supervised patient care on at least 20 medical calls (Field Evaluations). Supervision can be performed by department training officer or designee. Designees must be cleared in the EMS system at the same level or higher.
        i. During the first six months of rollout (Jan 1st to June 30th 2024), or new agency joining the medical responder program, the supervised patient care phase of clearance will not be necessary for clearance
    d. FirstHealth EMS System EMT Field Evaluation Form
    e. FirstHealth EMS System EMT Protocol Test
    f. Completion of Technical Scope of Practice (TSOP) evaluation. These assessments are administered by FirstHealth EMS training staff (either preceptors, senior paramedics, shift supervisor, or FirstHealth EMS Training Officer).
    g. Completion of FirstHealth EMS System Medical First Responder Clearance Form (see appendix)
    h. Upon completion of the above requirements, submit the following items to department Training Officer (either physical or electronic copies are acceptable, department preference)
        i. Copy of NC OEMS EMS certification
        ii. Copy of BLS CPR certification
        iii. EMT Field Evaluation Form
        iv. EMT Protocol Test

v. Technical Scope of Practice (TSOP) evaluation
vi. Completed Medical First Responder Clearance Form (See Appendix)

4. Per NC Rule 10A NCAC 13P .0403 - The Medical Director may suspend temporarily, pending review, any EMS personnel from further participation in the EMS System when he or she determines that the individual's actions are detrimental to the care of the patient, the individual committed unprofessional conduct, or the individual failed to comply with credentialing requirements. During the review process, the Medical Director may:
    a. restrict the EMS personnel's scope of practice pending completion of remediation on the identified deficiencies;
    b. continue the suspension pending completion of remediation on the identified deficiencies;
    c. permanently revoke the EMS personnel's participation in the EMS System.
5. EMS Clinicians who are actively credentialed in the EMS system at the same credential level or higher with a different agency do not need to repeat the period of supervised patient care, Protocol Test, or TSOPs when credentialing with a new agency.

Continuing Education Requirements

1. Complete/attend any mandatory EMS system updates.
    a. Formal system-wide updates by the FirstHealth EMS Training Division are expected to occur about once per year along with the approximately yearly protocol updates.
2. Obtain no less than the NC Office of EMS minimum continuing education during the certification period as outlined the table below:

Provider Level	Total Hours
Emergency Medical Responder (EMR)	32
Emergency Medical Technician (EMT)	80
Advanced EMT (AEMT)	100
Paramedic (Medic)	120

3. The required continuing education hours can be administered via courses through the local community college or any other accredited continuing education institution.
4. Continuing Education Records
    a. EMS continuing education for each credentialed personnel must be maintained by the department Training Officer and be available for audit by the EMS System Medical Director and/or EMS Systems Continuing Education Coordinator at his/her discretion.
    b. It is the responsibility of the credentialed EMS clinician to maintain their certification (not the department Training Officer or EMS System)
5. If an individual does not meet the continuing education requirements, the EMS System Medical Director may suspend the individual from participating in the EMS System until the deficiency is resolved
6. EMS Clinicians who have been deployed by the US Armed Services may maintain their required continuing education through the US Armed Services and/or an acceptable distance education program as applicable. These technicians must complete any local updates and required training before returning to service.

Non-Certified First Responders

- We encourage those without EMS to assist in medical care when able to do so.
- Scope of Practice
    - Hemorrhage control including tourniquet application
    - Manual cervical spine stabilization
    - Abdominal thrusts/back blows in choking patients
    - CPR with BVM and AED use (if concurrently CPR certified)

Quality Assurance/Quality Improvement

1. Quality Assurance (QA) can be defined as the planned, systemic, and structured evaluation necessary to ensure confidence that quality clinical care is delivered and is consistent with standards set by system medical control, NCCEP and NCOEMS. QA is the evaluation process that examines current practice.
2. When areas of need or desire for improvement are identified Quality Improvement (QI) initiatives are instituted. Quality improvement initiatives are systematic actions that are intended to lead to a measurable improvement in patient care or system operations.
3. Department Training Officer is responsible for the QA/QI program at the agency level. Guidance to department Training Officers and system level QA/QI is performed by FHEMS Training Officer and EMS System Medical Director.
4. The department Training Officer should address and correct problems with EMS Clinicians in their agency as they are identified and notify the FHEMS Training Officer and EMS System Medical Director of any serious concerns about quality of care.
5. All EMS clinicians in the EMS System are subject to the EMS System Medical Incident Review and Medical Review Committee Policies

Patient Care Documentation

- Patient care provided by medical first responders must be documented after completion of call.
- Medical interventions such as procedures or medication administration prior to ambulance arrival must be shared with ambulance crew including time of intervention and patient response to treatment.

Equipment

- A list of recommended equipment and medications was produced to provide a minimum recommended equipment list for both EMR and EMT level agencies. This list has been added to the appendix at the end of the document.

Appendix

- Medical First Responder Clearance Form
- EMR Field Evaluation Form
- EMT Field Evaluation Form
- TSOP Evaluation Form
- Recommended Equipment List
- Recommended Medication List
- FirstHealth Regional EMS System Medical Incident Review Policy
- FirstHealth Regional EMS System Medical Review Committee Policy

Medical First Responder Clearance Form

EMS Provider Name: _____

Agency Affiliation: _____

State Certification Level: _____

Provider NC OEMS P Number: _____

	Expiration
State Certification	
BLS CPR	

	Score (%)	Evaluator (agency TO)	Evaluator Signature
Protocol Test			

☐ Completion of Field Evaluations (10 for EMR, 20 for EMT)

	Score (%)	Evaluator (FHEMS Preceptor/TO)	Evaluator Signature
Technical Scope of Practice Evaluation			

Attestation to completion above requirements (sign below)	
EMS Provider	
Agency Training Officer	

FirstHealth Regional EMS System
EMR Field Evaluation Form

Employee Name:_____

Topic	Date Reviewed	Employee Signature	TO Signature
Review of Policies			
Review of Procedures			
Review of Protocols			
AED			
Pit Crew CPR			
Simulated Cases	**Training Date**	**Employee Signature**	**TO Signature**
Simulation - Allergic Reaction			
Simulation - Cardiac Arrest			
Simulation - Hypoglycemia			
Simulation - Pediatric			
Simulation - Respiratory			
Simulation - Trauma			
Skill	**Training Date**	**Employee Signature**	**TO Signature**
Airway - BIAD			
Airway - BVM, OPA, NPA			
Airway - NC, NRB			
Airway - FBAO Adult and Infant			
CPR - Adult & Infant			
Hemorrhage Control - CAT			
Naloxone Administration			
Sling & Swath			
Spinal Motion Restriction			
Triage/ MCI			
Vital Signs - Blood Pressure			
Vital Signs - Pulse			
Vital Signs - Respirations			
Vital Signs - SpO2			
Vital Signs - Temperature			

FirstHealth Regional EMS System
EMR Field Evaluation Form

Field Assessments	Evaluation Date	Employee Signature	TO Signature	Comments
1. PATIENT ASSESSMENT				
2. PATIENT ASSESSMENT				
3. PATIENT ASSESSMENT				
4. PATIENT ASSESSMENT				
5. PATIENT ASSESSMENT				
6. PATIENT ASSESSMENT				
7. PATIENT ASSESSMENT				
8. PATIENT ASSESSMENT				
9. PATIENT ASSESSMENT				
10. PATIENT ASSESSMENT				

FirstHealth Regional EMS System
EMT Field Evaluation Form

Employee Name:_____

Topic	Date Reviewed	Employee Signature	TO Signature
Review of Policies			
Review of Procedures			
Review of Protocols			
AED			
Pit Crew CPR			
Simulated Cases	**Training Date**	**Employee Signature**	**TO Signature**
Simulation - Allergic Reaction			
Simulation - Cardiac Arrest			
Simulation - Hypoglycemia			
Simulation - Pediatric			
Simulation - Respiratory			
Simulation - Trauma			
Skill	**Training Date**	**Employee Signature**	**TO Signature**
Airway - BIAD			
Airway - BVM, OPA, NPA			
Airway - CPAP			
Airway - NC, NRB			
Airway - FBAO Adult and Infant			
CPR - Adult & Infant			
Hemorrhage Control - CAT			
IM Injection - Epinephrine			
Naloxone Administration			
Sling & Swath			
Spinal Motion Restriction			
Splinting			
Triage/ MCI			
Vital Signs - Blood Pressure			
Vital Signs - Pulse			
Vital Signs - Respirations			
Vital Signs - SpO2			
Vital Signs - Temperature			

FirstHealth Regional EMS System
EMT Field Evaluation Form

Field Assessments	Evaluation Date	Employee Signature	TO Signature	Comments
1. PATIENT ASSESSMENT				
2. PATIENT ASSESSMENT				
3. PATIENT ASSESSMENT				
4. PATIENT ASSESSMENT				
5. PATIENT ASSESSMENT				
6. PATIENT ASSESSMENT				
7. PATIENT ASSESSMENT				
8. PATIENT ASSESSMENT				
9. PATIENT ASSESSMENT				
10. PATIENT ASSESSMENT				
11. PATIENT ASSESSMENT				
12. PATIENT ASSESSMENT				
13. PATIENT ASSESSMENT				
14. PATIENT ASSESSMENT				
15. PATIENT ASSESSMENT				
16. PATIENT ASSESSMENT				
17. PATIENT ASSESSMENT				
18. PATIENT ASSESSMENT				
19. PATIENT ASSESSMENT				
20. PATIENT ASSESSMENT				

Recommended Equipment/Supplies

Item Description	Quantity	Specification	EMR	EMT
AED	1		X	X
Stethoscope	1		X	X
Alcohol wipes	10		X	X
Backboard Long	2			X
Backboard Straps	3	straps or equivalent		X
Biohazard Bag	1		X	X
Blind Insertion Airway Device (I-Gel)	1 each	Adult and Pediatric Sizes		X
Blood Pressure Cuff and devices	1 each	Peds/Adult/Lg Adult	X	X
Bulb Syringe	1		X	X
Burn Dressing	2		X	X
BVM with masks	1 each	Adult and Pediatric	X	X
Cervical Collar	2 each	Adult and Pediatric sizes	X	X
Cold Pack	4		X	X
CPAP	1			X
Defibrillation Pads	2 each	Adult and Pediatric	X	X
Dressing Sterile		Assorted sizes	X	X
Emesis Container	1		X	X
Extremity Immobilization device (SAM Splint)	2		X	X
Glucometer	1		X	X
Glucometer Lancets	5		X	X
Latex Free gloves	1	box each size	X	X
Length Based Measuring Tape	1	Broslow or equivalent	X	X

Lubricating Jelly Packets	4		X	X
Nasal Atomizer + syringe (if carrying naloxone vial)	1		X	X
Nasal Cannula	2 each	Adult and Pediatric	X	X
Nasopharyngeal Airways	1 each	Sizes 14, 24, 32	X	X
Needles	2 each (4 total)	Blunt and 1"–1½", 22–25 gauge		X
Nebulizer Masks	1 each	Adult and Pediatric		X
Non-Rebreather Masks	2 each	Adult and Pediatric	X	X
Oral Airway	1 each	Sizes 0, 1, 2, 3, 4, ,5	X	X
Occlusive dressing	1		X	X
Portable O2 Cylinder/Regulator	1	D Cylinder	X	X
Portable Suction Device	1		X	X
Pulse Oximeter	1		X	X
Sharps Container	1	Container		X
Syringes	2 each	1ml, 5ml	X	X
Thermometer	1		X	X
Trauma Shears	1	pair	X	X
Triangular bandages	4		X	X
Tourniquet (commercial, prefer CAT for standardization)	2		X	X
Triage Tags Smart or other	5		X	X
Yankauer Suction/Tubing	1		X	X

Recommended Medications

Revised 12/18/2023

Item Description	Quantity	Specifications	EMR	EMT
Acetaminophen	8	Tabets (or 1 Bottle)		X
Albuterol	2	2.5mg/3ml		X
Aspirin (81 mg)	8	Tabets (or 1 Bottle)	X	X
Diphenhydramine (Benadryl)	4	4 x 25 mg Tablets or 1 bottle		X
Epinephrine	1 Adult, 1 Pediatric autoinjector (EMT/EMT) or 1 vial (EMT only)		X	X
Naloxone (Narcan)	1	2 x 2 mg vial or 4 mg nasal spray	X	X
Nasal Spray (Afrin)	1	Bottle		X
Nitroglycerin (Sublingual)	1	Bottle or Spray		X
Oral Glucose	1	15 mg tubes	X	X
Oxygen	1	"D" Cylinders	X	X

FirstHealth Regional EMS System Medical Incident Review Process

I. Objective

- To define the process and procedure for Incident Review of FirstHealth Regional Emergency Medical Services System personnel to improve individual and EMS System performance.

II. Scope

- This guideline is applicable to all clinical care providers of the FirstHealth Regional EMS System.

III. Policy Requirements

- To review medical practice related items, or identify job performance items
- Practicing within the authority delegated by the FirstHealth Regional EMS System Medical Director is the individual responsibility of each medical practitioner.
- The Medical Director has ultimate authority for the medical care provided by FirstHealth Regional Emergency Services Personnel.

IV. Purpose

- To establish guidelines for conducting administrative inquiry of commendations and/or potential violations of FirstHealth Regional EMS System Protocols, Procedures, Policies, and/or Standard Operating Guidelines.
- To ensure that any person or entity who is the subject of an administrative inquiry is afforded appropriate recognition, and a fair, thorough, and impartial inquiry.

V. Review Process Procedure

1. The review process begins with identification of actions such as (but not limited to):
    - Commendable actions or care provided
        - Patient praise, partner agency compliment, or kudos
    - Innovative initiatives benefiting the System or Agency
    - Non-compliance with protocol
    - Deviation from medical care policy
    - Practicing outside scope of practice
    - Patient abandonment or neglect
    - Falsification of patient records
    - Adverse patient outcome, resultant from provider care
    - Poor medical decision-making
    - Complaint about medical care
    - Routine QA reviews

2. Once initiated, the FirstHealth Regional EMS System Training Officer and a member of the agency's EMS administrative team, will perform the Medical Incident Review and review available information as noted below:
    - Review ePCR
    - Review of incident reports by all personnel involved (if applicable)

- Review of documented accounts from patient or public
- Review outcome or hospital data (if available)
- Review first person accounts of those involved (including outside agencies on scene)
- Review any other relevant information that pertains to the event
- Consultation with direct supervisor or applicable officer

3. Within five (5) business days of the Incident Review commencement, the Training Officer will provide a written brief for review by the Medical Director and EMS System Administrator to include (but not limited to):
    - Event description
    - Crew members involved
    - PCR
    - Outcome data
    - Root cause analysis
    - Recommendations

4. Once the Medical Incident Review is complete, the outcome may include one or more of the following as decided by the Medical Director and EMS System Administrator:
    - Commendation
    - No action required
    - System Improvement Plan
    - Individual Remediation Plan without Medical Review Committee
        - EMS Division Training Officer, and provider's direct supervisor (or applicable officer) will work together to draft appropriate, opportunity specific plan
        - The Medical Director will approve this plan prior to execution
        - The definition of a Remediation Plan is included at the end of this policy
    - Work performance concern - referral to Division Director or applicable officer
    - Medical Review Committee

5. After completion of Medical Incident Review and an outcome has been rendered, providers who were reviewed will be notified, in writing, of any decision requiring action within five (5) business days via the email address listed on Continuum or the provider's FirstHealth email when applicable.

6. Definition of a Remediation Plan
    - Per National Guidelines for Educating EMS Instructors, remediation is a "deliberate educational activity designed to correct deficits identified during formal and informal evaluations"
    - A Remediation Plan must:
        - Identify error or deficiencies
        - Identify factors that lead to the issue
            - Consequences or potential consequences of action
        - Address how the issue can be prevented in the future
        - List actions to be completed
            - Timeline and deadline
        - Identify the opportunity for improvement
        - Establish a corrective plan of action

- Execute the plan with deadlines
    - Measure the outcome
- Include approval from Medical Director

FirstHealth Regional EMS System Medical Review Committee Policy

I. Objective

- To define the process and procedure for evaluation of FirstHealth Regional Emergency Medical Services System personnel when there is concern about deviation from EMS System standards in order to improve individual and EMS system performance.

II. Scope

- This guideline is applicable to all clinical care providers of the FirstHealth Regional EMS System.

III. Policy Requirements

- To review medical practice related items, not job performance
- In FirstHealth Regional, a provider's right to practice medicine is supervised under the Medical Director's license to practice medicine. For the purposes of this policy, a "provider" is any individual practicing in the FirstHealth Regional EMS System at the level of Emergency Medical Responder (EMR) or higher.

IV. Purpose

- To establish guidelines for conducting a Medical Review Committee to review all potential violations of FirstHealth Regional EMS System Protocols, Procedures, Policies, and/or Standard Operating Guidelines.
- To ensure that any person or entity who is the subject of an investigation regarding deviation from system standards is afforded a fair, thorough, and impartial procedure.

V. Just Culture

FirstHealth Regional EMS System employs a "Just Culture" approach to medical errors. Incidents involving human error are expected to occur as part of the practice of medicine. When such incidents are identified, the goal is to provide a fair and consistent approach towards investigation of adverse events. These incidents may also provide opportunity to identify system-wide improvements to ensure safer and appropriate patient care. **Self-reporting of incidents is encouraged and expected.**

VI. Medical Review Committee Process

If, in the opinion of the Medical Director, an action (or failure to act) on the part of a provider is of such a nature that the action or failure to act is inconsistent with, or a violation of, the protocols, or the practice standard generally accepted in the medical community, the actions described below shall occur.

1. Upon completion of a Medical Incident Review, once an event has come to the attention of the Medical Director, and the decision to convene a Medical Review Committee is indicated, the provider will be notified in writing of the issue/concern that merits attention, and a Medical Review Committee process will be initiated.
    a. Notice to the provider will include a written description of the case involved, the level of concern, the policies/protocols that were involved, and the date of the Medical Review Committee. A minimum of 2 days' notice will be provided between notice to provider and the date of the Medical Review Committee. See Appendix 1 the standard notification memo they will receive.

b. Notwithstanding this written-notice provision, based on the severity and nature of the act (or failure to act), the Medical Director may suspend a provider's credential to practice in FirstHealth Regional EMS System upon receipt of information sufficient in the judgment of the Medical Director to support immediate suspension in the interests of patient safety. If the Medical Director invokes an immediate suspension, this shall be followed by written notice within three (3) working days of such immediate suspension.

2. A written explanation by the individual explaining the incident shall be presented to the Medical Director within five (5) working days of receipt of the Medical Director's issues/concerns, prior to the meeting of the Medical Review Committee. If no written explanation of the incident is sent to the Medical Director by that deadline, the Medical Director may base his decision upon such preexisting documentation and what is discussed at the Medical Review Committee.
3. The Medical Review Committee - The purpose of the Medical Review Committee is to review significant events as recommended through the Medical Review process; however, the Medical Director has ultimate authority for the medical care provided by FirstHealth Regional System personnel.
    a. Activation:
        i. Once the decision has been made to activate a Medical Review Committee, it will be convened within 10 business days after completion of initial incident review (baring extenuating circumstances).
    b. Composition of the Review Committee:
        i. A minimum of three (3) FirstHealth Regional EMS System Personnel:
            1. *Medical Director or designee (Chair)
            2. *Paramedic, AEMT, EMT, or EMR Peer
            3. *FirstHealth EMS System Training Officer
            4. EMS Supervisor
            5. Agency Training Officer if incident occurred in non-FirstHealth EMS Agency

            * Indicates it is a mandatory position (must be filled)

        ii. A panel member may request to the Chair to be recused from a specific review for extenuating circumstances.
    c. Review Levels:
        i. Level 1
            1. This level typically indicates an outcome of no additional action required by the provider.
                a. Recommendations may include protocol revision and/or system wide training.
            2. An example of Level 1 review committee would be:
                a. Protocol noncompliance where there is determination that system protocol "drift" may be the root cause.
        ii. Level 2
            1. This level typically indicates an outcome of remediation plan with a possibility of medical director action.
            2. An example of Level 2 review committee would be:
                a. Treating a patient's condition in the scope of a protocol, however misidentifying the proper differential. i.e. giving a calcium channel blocker to a septic patient with narrow complex tachycardia.
        iii. Level 3

1. This level is for the most serious actions and may necessitate investigatory suspension recommendation upon – Department Director/Chief (or designee) consultation with the FirstHealth Regional System Administrator and Medical Director.
2. An example of Level 3 review committee would be:
    a. Engaging in any deliberate act of commission or omission that could have an adverse effect on a patient. i.e. giving a patient Versed for a behavioral emergency and then allowing the patient to refuse transport.

d. Duties of the Review Committee:
    i. Review all material gathered during the incident review
    ii. Request any additional material as needed
    iii. Meet as a panel with the FirstHealth Regional EMS System personnel involved
    iv. The Medical Review Committee will have the opportunity to ask any relevant questions to assist them in determining the appropriateness of the provider's actions.
    v. The role of the peer is to provide insight into whether the actions of the provider represent the standard prehospital medical practice of the system at that provider level, and whether there are systemic errors that may have contributed to the case.
    vi. Once all case information is presented, the MRC will discuss the case privately. A consensus decision will be made based on a majority vote. Recommendations on disciplinary action and or remediation will be included in the summary, along with a timeframe for completion of remediation.
    vii. The Medical Review Committee will issue a disposition on the matter including:
        1. No action required
        2. System Improvement Plan
        3. Individual Remediation Plan
            a. FirstHealth EMS Training Officer, and provider's direct supervisor (or appropriate Officer) will work together to enact the plan
            b. The definition of a Remediation Plan is included in the Medical Incident Review Process Policy
        4. Referral to –Department Director/Chief (or appropriate Officer) regarding work performance concerns
        5. Medical Director action
            a. Medical Practice Warning
            b. Require re-precepting at the approved level
            c. Temporary suspension of all practice privileges or suspension of specific practice privileges with an associated remediation to return privileges
            d. Permanent suspension of practice privileges
    viii. All final decisions for medical issues will be made by the Medical Director

e. A formal written summary of the findings of the committee shall be provided within 5 business days after the Medical Review Committee meeting.
    i. An additional three (3) business days can be utilized for edits or amendments by the FirstHealth EMS System Training Officer or Medical Director for final written report.
    ii. All finalized documentation will be signed by the Medical Review Committee

4. If the findings are exceptionally concerning, the NC Office of EMS may be notified in writing of the circumstances and decision within seven (7) business days of the final determination.
5. After the individual is notified of the Medical Review Committee decision, he/she may appeal to the FirstHealth Regional Peer Review Committee's Appeal Committee (PRAC) any decision **related to suspension or revocation of the providers' credential.** The purpose of this committee is to review any action taken against a provider's credential; it is not of the purpose of the committee to discuss remediation plans. This appeal request must be presented within five (5) business days of the decision by the Medical Director, to the Medical Director for referral to the Peer Review Committee.
    a. The Peer Review Appeal Committee will meet within five (5) business days after the receipt of the written appeal request.
        i. Composition of the Peer Review Appeal Committee (PRAC): A minimum of five (5) people will sit on the appeal committee.
            1. A FirstHealth EMS Assistant Medical Director (when available) or a designated EMS medical director determined by the FirstHealth Regional EMS System Medical Director who was not present in the original Medical Review Committee, who will be designated as the chair of the Appeal Committee.
            2. Two (2) FirstHealth Regional EMS System Peers at the same training level as the provider in question
            3. Two (2) other members of the Peer Review Committee, who were not part of the original Medical Review Committee
6. Discussion of the Findings of the Medical Review Committee
    a. Medical Review Committees are considered part of the Peer Review Process
    b. As part of the Peer Review, the investigation, findings, discussion, is considered confidential and protected by North Carolina General Statute 90-21.22A.
    c. Discussion of any Medical Review Committees outside of the processes described here is prohibited.
7. Suspension of Credentials
    a. The Medical Director may suspend the provider's credentials if it is determined that continued practice by the provider would pose a threat or danger to the public.
    b. Suspension of local credentials is **NOT** a revocation of the North Carolina Office of EMS certification.
    c. Suspension of credentials may be temporary or permanent.
    d. Any suspension of credentials may be appealed via the process described herein.
    e. In any case of the suspension of local credentials, the FirstHealth Regional EMS System Administrator and the Department Director/Chief will be notified.
    f. The Medical Director is not involved with Human Resource processes, such as hiring or dismissal.
8. Peer Review Appeal Committee Process:
    a. Once the PRAC session begins, the provider will have a maximum of 30 minutes to present their case.
        i. Presentation may include documentation, witnesses, exhibits, etc.
        ii. Legal counsel may be present but may not participate in the hearing.
    b. Once the provider concludes, or after 30 minutes, whichever comes first, the PRAC may ask questions of the provider.
    c. After the provider has discussed their case and been asked questions by the PRAC, the Medical Director will have a maximum of 30 minutes to present their case.
        i. Presentation may include documentation, witnesses, exhibits, etc.

d. Once the Medical Director concludes, or after 30 minutes, whichever comes first, the PRAC members may ask questions of the Medical Director.
e. Once both the provider and Medical Director are heard, the PRAC will discuss the case in a closed session.
f. After discussion of the case, the PRAC will discuss and vote one of the following options. A simple majority vote will make the recommendation to the medical director to:
    i. Overturn the penalty on the EMS provider
    ii. Accept the MRC decision as indicated
    iii. Accept the findings of the MRC, but consider a lesser penalty
    iv. Accept the findings of the MRC, but consider a greater penalty
g. The final recommendation of the PRAC will be provided in a written format with the justifications for their decision to the medical director.
h. The ultimate decision over credentialing will be made by the EMS System Medical Director.
i. Failure to attend the scheduled meeting will result in affirmation of the original decision and terminate any right to further appeal.

Definitions:

1. **Medical Incident Review -** review performed by the FirstHealth Regional EMS System Training Officer related to any issue brought to his attention that raises concerns about the quality of care provided.

2. **Medical Review Committee -** Panel made up of a minimum of three individuals (Medical Director, Provider Peer, and FirstHealth EMS Training Officer) who will review significant events as recommended through the Medical Incident Review process to determine best actions to be taken.

3. **Self-Reporting -** the reporting of any incident/error by the provider(s) involved. This report must be made to the employee's chain of command, Training Officer, Medical Director, or any combination thereof immediately following the incident in question. Incidents discovered in any other manner will not be considered as "self-reported".

4. **Credential -** the right for a provider to practice in any medical capacity involving patient care in FirstHealth Regional.

5. **Standard prehospital medical practice** - the care a reasonable and prudent EMS practitioner of like experience and credentialing would provide in a similar situation.

6. **Peer** - an EMS provider, in good standing, in the FirstHealth Regional EMS System with similar level of training and experience. Peers may not be supervisory to the provider(s) subject to the investigation.

7. **Peer Review Appeal Committee** - A committee that is made up of an EMS Medical Director who was not present during the original Medical Review Committee, two FirstHealth Regional EMS System peers, and two other members of the Peer Review Committee, whose responsibility is to review any action taken against a provider's credential should the provider request an appeal.

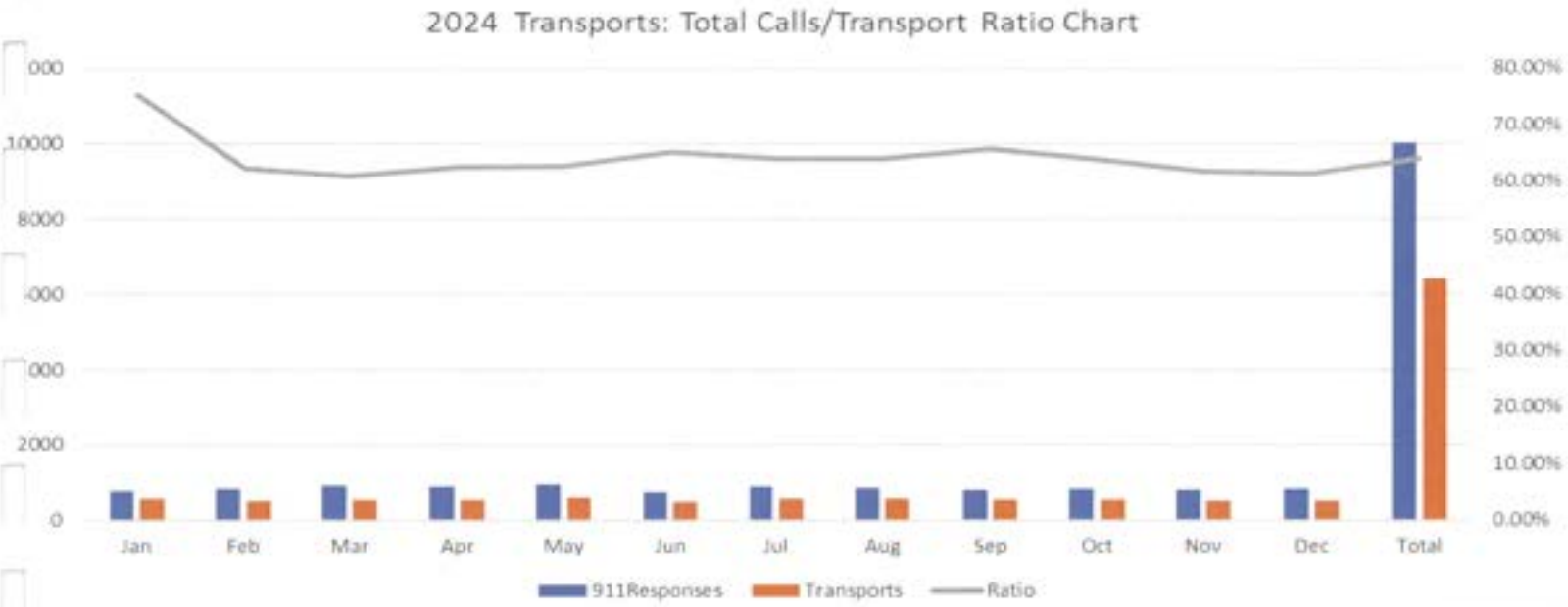
FIRSTHEALTH EMS SERVICES - LEE COUNTY
PROPOSED ANNUAL OPERATING SUBSIDY, AT-RISK PORTION AND AT-RISK PAYBACK THRESHOLDS

V.a. Applicant's Proposed Fee Schedule. Fee shall also include a proposed "at risk" payment back to the County if Provider fails to meet its staffing requirement.

PROPOSED CONTRACT OPTION # 1	ANNUAL SUBSIDY	AT-RISK PORTION
July 1, 2026 - June 30, 2027	$ 3,525,000	$ 264,375
July 1, 2027 - June 30, 2028	3,850,000	288,750
July 1, 2028 - June 30, 2029	4,150,000	311,250
July 1, 2029 - June 30, 2030	4,500,000	337,500
July 1, 2030 - June 30, 2031	4,850,000	363,750

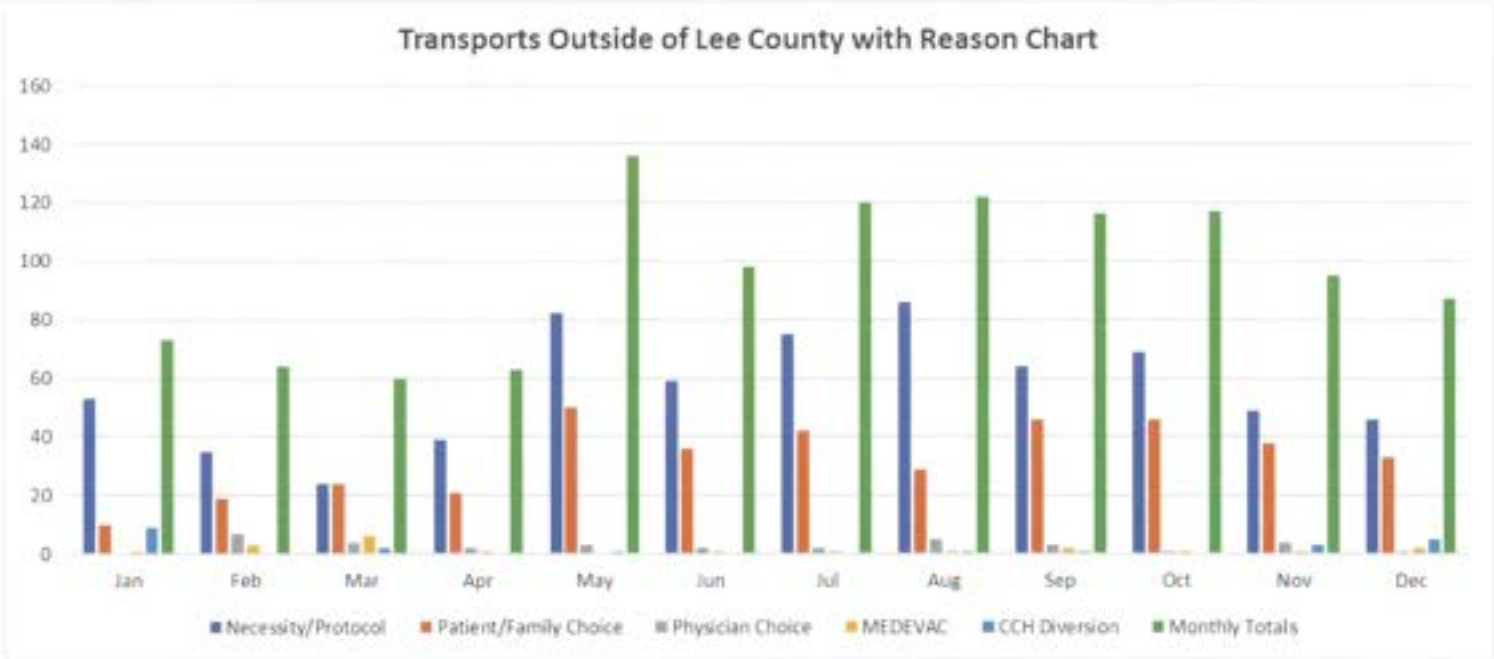
PROPOSED CONTRACT OPTION #2	ANNUAL SUBSIDY	AT-RISK PORTION
July 1, 2026 - June 30, 2027	$ 2,525,000	$ 189,375
July 1, 2027 - June 30, 2028	3,450,000	258,750
July 1, 2028 - June 30, 2029	4,400,000	330,000
July 1, 2029 - June 30, 2030	5,050,000	378,750
July 1, 2030 - June 30, 2031	5,450,000	408,750

RESPONSE TIME AT RISK PAYBACK	
8:59 or < PER QTR	PAYBACK
90%	0.0%
85%	80%
80%	87%
Other	100%



Month	Alpha / Bravo Average	Alpha / Bravo Median	Delta / Echo Average	Delta / Echo Median
Jan	8.61	7.63	7.45	6.65
Feb	8.96	8.33	7.47	6.43
Mar	8.51	6.43	7.42	6.47
Apr	7.17	6.47	7.14	6.35
May	7.47	7.02	7.16	6.54
Jun	7.24	7.05	6.22	6.04
Jul	6.58	6.38	6.99	6.85
Aug	6.70	6.38	5.85	5.80
Sep	6.68	6.41	6.40	5.92
Oct	7.99	7.45	6.31	5.51
Nov	8.32	7.62	7.37	6.10
Dec	8.57	8.09	7.25	6.40

Month	Number of Calls	1191 Transports	Patient Handoff to ALS	Calls / Transport Ratio	Average Response
Jan	279	175	14	67.74%	**7.57**
Feb	245	136	13	60.82%	**8.39**
Mar	201	112	16	63.68%	**8.52**
Apr	79	42	3	56.96%	**8.02**
May	107	67	10	71.96%	**11.45**
Jun	1	1	0	100.00%	**3.25**
Jul	6	5	0	83.33%	**11.13**
Aug	2	1	0	50.00%	**11.29**
Sep	0	0	0	0.00%	**0.00**
Oct	2	0	0	0.00%	**5.01**
Nov	0	0	0		
Dec	27	16	3	70.37%	**8.51**



Transports Outside of Lee County with Reason

Patient/Family Choice	Physician Choice	MEDEVAC	CCH Diversion	Monthly Totals
10	0	1	9	73
19	7	3	0	64
24	4	6	2	60
21	2	1	0	63
50	3	0	1	136
36	2	1	0	98
42	2	1	0	120
29	5	1	1	122
46	3	2	1	116
46	1	1	0	117
38	4	1	3	95
33	1	2	5	87

Number of Transports from CCH to Another Location Outside Lee County	
Month	Transports
Jan	1
Feb	2
Mar	1
Apr	3
May	2
Jun	3
Jul	1
Aug	2
Sep	2
Oct	0
Nov	3
Dec	1
Total	21

CCH ED EMS Wait Times per Transport Instance						
Month	< 20 minutes	20 min - 60 min	61 min - 120 min	121 min -180	Over 3 hours	Total Transports
Jan	408	56	3	0	0	467
Feb	387	39	3	0	0	429
Mar	432	34	1	0	0	467
Apr	431	36	2	0	0	469
May	430	38	2	0	0	470
Jun	356	25	2	0	0	383
Jul	374	60	3	0	0	437
Aug	321	77	6	0	0	404
Sep	325	69	0	0	0	394
Oct	333	68	2	0	0	403
Nov	346	34	1	0	0	381
Dec	322	55	0	0	0	377

Total Days in the Month an Assigned Ambulance was not Fully Staffed Due to Staffing Shortages / Call Outs												
Call Sign	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1171	0	0	0	0	0	0	0	0	0	0	0	0
1172	0	0	0	0	0	0	0	0	0	0	0	0
1173	0	0	0	0	0	0	0	0	0	0	0	0
1181	0	0	0	0	0	0	0	0	0	0	0	0
1191	0	0	0	0	0	0	0	0	0	0	0	0
MEDIC1	5	4	4	0	1	0	0	0	0	1	1	0



Application for Ambulance Franchise for Lee County

MedEx Medical Transport Service is North Carolina's largest private ambulance provider, with over a decade of experience in emergency and non-emergency care. We are proud to submit this application to serve Lee County, bringing modern vehicles, experienced leadership, and a proven commitment to timely, high-quality medical transport

Point of Contact

Dillon Lowe, CEO
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Jeff White, COO
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Company

MedEx Medical Transport
902 E. Memorial Dr, Ahoskie, NC
855-329-1003

MEDEX
MEDICAL TRANSPORT

About MedEx

Founded in 2010, MedEx Medical Transport Service has grown to become North Carolina's largest private ambulance service. With franchises in 13 counties spanning eastern, southeastern, and central North Carolina, MedEx has established itself as the premier provider of emergency and non-emergency medical transportation services throughout the state.

MedEx's rapid growth has been fueled by our unwavering commitment to quality patient care, investment in modern equipment, and industry-leading compensation for employees. Our management approach combines the resources and systems of a large organization with the responsiveness and community focus of a local provider. Every MedEx operation is overseen by experienced local administrators who understand the unique needs of their community while leveraging the support of our broader organization.

As the trusted transportation partner for many of North Carolina's largest healthcare providers, including major hospital systems, VA medical centers, and military facilities, MedEx has demonstrated the capability to deliver reliable, high-quality medical transportation services at scale while maintaining the personalized attention that patients and healthcare partners deserve.

Leadership Resumes

Our leadership team brings together a unique combination of clinical expertise, business acumen, and industry connections that position MedEx as the ideal partner for Lee County. The depth of experience represented in our executive team ensures that we understand both the operational challenges of emergency medical services and the business requirements necessary to deliver sustainable, high-quality care.

Dillon Lowe, CEO

- Certified Paramedic with 15+ years at MedEx
- Certified Financial Ambulance Officer Certified
- Ambulance Coder Certified Ambulance
- Compliance Officer
- Financial Management certification from Cornell University
- Community Paramedic certification from Columbia Southern University
- Attended Chowan University

Jeff White, COO

- 30+ years in EMS industry leadership
- Former Chairman of the NC EMS Association Former CEO of JAS (largest ambulance provider in North Carolina at the time)
- Former EMT certification
- Extensive connections throughout North Carolina healthcare community

Donna Hurdle, Owner

- Licensed Registered Nurse Owner of Home Life Care - NC's largest home care provider (2,000+employees)
- Owner of MedEx - NC's largest ambulance provider
- East Carolina University graduate
- Former Advanced EMT
- 30 years of healthcare business ownership experience

In addition to our experienced executive team, MedEx will hire an experienced EMS Director and a Clinical Affairs/Training Officer locally within Lee County to oversee daily operations. This position will possess all qualifications and experience required by the contract, ensuring local oversight and accountability while leveraging the resources of our larger organization.



Dr. Michael Hunter Lowery, MD
Corporate Medical Director



Stephen Blackburn, BA, NRP, CP-C, APP
Chief Training Officer

MedEx by the Numbers

400+
Employees



90+
Ambulance Units



75,000+
Annual Transports

13
Franchised Counties



State's Largest Provider

MedEx has established itself as North Carolina's #1 private ambulance service, with more vehicles, personnel, and service areas than any competitor. This scale provides unmatched resource depth and operational capabilities.

Modern Equipment Fleet

Our commitment to quality includes maintaining one of the newest ambulance fleets in the industry, with consistent investment in emerging medical technologies and safety systems.

Experienced Personnel

With over 400 dedicated EMS professionals, MedEx brings together a team with the clinical expertise, local knowledge, and dedication needed to deliver exceptional patient care.

The numbers tell only part of the MedEx story. Behind these impressive statistics is a company built on a foundation of clinical excellence, employee development, and community service. Our growth has been methodical and sustainable, driven by healthcare partners who recognize the value we bring to their patient care systems. For Lee County, these numbers translate to unmatched operational depth and resource availability. When emergencies arise or unusual situations develop, MedEx has the personnel, equipment, and experience to respond effectively while maintaining normal operations. This depth of resources provides a level of service reliability that smaller providers simply cannot match.

Service Footprint

MedEx's extensive footprint across North Carolina creates significant operational advantages and service reliability. With established bases in Ahoskie, Greenville, Kernersville, Concord, Durham, Raleigh, Selma, Wilson, Goldsboro, and Fayetteville, we maintain a robust presence throughout the eastern and central regions of the state.

Strategic Resource Sharing



Our distributed operational model allows for strategic resource sharing between neighboring bases when needed. This approach creates operational efficiencies while ensuring that all contract obligations are consistently met. During peak demand periods, vehicle maintenance cycles, or staff shortages at any individual location, we can temporarily deploy resources from nearby operations to maintain service levels.

For Lee County, our established presence in neighboring areas means that additional resources are always within reasonable proximity if needed. This geographic distribution provides a layer of operational security that standalone local providers cannot match. During large-scale emergencies, severe weather events, or other situations that might strain local resources, MedEx can quickly mobilize additional ambulances and personnel from our regional network without compromising service in other areas. This regional approach has proven highly effective in maintaining service continuity even during challenging circumstances. When Hurricane Florence impacted eastern North Carolina, MedEx maintained essential medical transport services throughout the affected region by strategically deploying resources from our broader network, demonstrating the resilience our operational model provides.

Technology-Enabled Coordination

MedEx's advanced dispatch and fleet management systems provide real-time visibility of all resources across our network. This technology enables us to make informed deployment decisions, optimize resource utilization, and ensure that every service area maintains appropriate coverage levels at all times.





Trusted Partners

MedEx has established itself as the preferred medical transportation partner for many of North Carolina's most respected healthcare institutions. Our exclusive and primary provider relationships include:

Federal Healthcare Systems

Exclusive provider for the Durham VA Medical Center-since 2017, Fayetteville VA Medical Center-since 2017, Salisbury VA Medical Center- since 2024, and Womack Army Medical Center-since 2020

Regional Health Systems

Exclusive provider for the ECU Health Hospital System, Wilson Medical Center (Duke LifePoint Hospital), and UNC facilities in Clayton, Smithfield, and Wayne County

Emergency Management

Primary contractor for the NCOEMS Disaster Response, providing critical resources during emergencies and natural disasters

Additionally, MedEx serves as a co-primary 911 provider in Forsyth County alongside Forsyth County EMS and maintains contractual relationships with dozens of skilled nursing facilities throughout our service areas. These partnerships demonstrate the trust that major healthcare institutions place in MedEx's ability to deliver reliable, high-quality medical transportation services.

For Lee County, these established relationships represent MedEx's proven track record of meeting and exceeding the expectations of demanding healthcare partners. Our experience working with diverse healthcare systems has refined our operational protocols and service delivery models, resulting in a transportation service that integrates seamlessly with the broader healthcare ecosystem.

Some of our most notable partnerships include:

FAYETTEVILLE VA MEDICAL CENTER Fayetteville, NC	DURHAM VA MEDICAL CENTER Durham, NC	DURHAM VA MEDICAL CENTER Durham, NC	WOMACK ARMY MEDICAL HOSPITAL Fort Liberty, NC
ECU HEALTH Multi-locations	UNC HEALTH Multi-locations	WILSON MEDICAL CENTER A Duke LifePoint Hospital Wilson, NC	Forsyth County EMS

Licensed Training Institution

Credentialed Training Program

MedEx operates as a fully licensed Training Institution with two full-time Level-II teaching instructors on staff. All classes and training materials are developed and overseen by our Emergency Medical Director, ensuring they meet or exceed state standards and reflect current best practices in emergency medicine.

As a licensed training provider, MedEx is authorized to deliver education from basic EMT through Paramedic certification levels, providing a complete career pathway for employees seeking advancement.

In-House Recertification

One of the most valuable benefits we offer our employees is the ability to complete all recertification requirements in-house. This convenience eliminates the need to seek out and pay for external continuing education courses, removing a significant burden from EMS professionals.

Our in-house recertification program includes all required continuing education hours, skills verifications, and credential renewal assistance, streamlining the process while ensuring all providers maintain current certifications without interruption.

MedEx's status as a licensed Training Institution represents a significant advantage for both our organization and Lee County. It allows us to rapidly adapt training to address specific local needs or emerging trends in patient care. When new protocols are implemented or equipment is updated, we can quickly develop and deliver targeted training to ensure all providers are proficient.

This training capability also enables us to maintain a pipeline of qualified candidates by helping EMTs advance to AEMT and Paramedic levels, addressing the ongoing nationwide shortage of advanced providers. By investing in our employees' professional development, we create a more stable workforce with higher retention rates and stronger clinical capabilities.

Training Program

Initial Orientation
Comprehensive 3-day in-person orientation covering company policies, procedures, equipment, and local protocols

Skills Verification
Annual skills verification and competency assessments to ensure all providers maintain high standards of care



Field Training
Two-week Field Training Officer (FTO) program where new hires work as a third person with experienced providers before independent release

Ongoing Education
Required continuing education including ACLS/PALS, MCI training, EVOC, trauma care, and simulation labs

MedEx's 30,000 square foot training facility features an indoor ambulance simulator lab where providers can practice skills in realistic scenarios. Our training technology includes Virtual Reality systems that create diverse emergency scenarios with real-time feedback, allowing providers to enhance their skills in a controlled environment before applying them in the field.

All training and continuing education is provided at no cost to our employees, removing barriers to professional development and ensuring our team maintains the highest level of clinical competence. Our online learning platform enables providers to complete continuing education on their own schedule, while our in-person simulation labs provide hands-on practice with advanced medical procedures and equipment.



VR patients™



Type of Franchise: Emergency and Non-Emergency Transport Services

Emergency Services
MedEx will provide comprehensive emergency 911 response services throughout Lee County, ensuring rapid and professional care for all residents in emergency situations.

Non-Emergency Transport
MedEx will handle all non-emergency transport needs within the county, including scheduled medical appointments, dialysis transports, and other non-urgent medical transportation requirements.

Interfacility Transport
MedEx specializes in out-of-county interfacility hospital-to-hospital transports and hospital discharges to home, solving a critical need currently facing Lee County's healthcare system.

Long Distance Transport
Our extensive resources enable us to provide long-distance medical transports across North Carolina and to neighboring states, a service many providers are unable or unwilling to offer.

MedEx's comprehensive transport capabilities ensure that Lee County residents will have access to the full spectrum of medical transportation services, from emergency response to specialized long-distance medical transport. Our experience managing complex transport logistics across multiple counties makes us uniquely qualified to meet and exceed Lee County's expectations. MedEx will not withhold or delay non-emergency, long distance, or hospital transfers due to lack of available resources. We are committed to supplying whatever number of resources necessary to honor our commitment to Lee County and its residents.



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Vehicle Standards & Maintenance

Vehicle Standards

All MedEx ambulances are purchased new and meet or exceed all North Carolina EMS standards. For Lee County, we commit to deploying only 2025 model vehicles with comprehensive safety features and patient comfort enhancements.

Advanced Equipment

Our units feature Stryker PowerLoad stretcher systems, LifePak 15 cardiac monitors, Alaris IV pumps, Flight 60 ventilators, and comprehensive point-of-care testing capabilities to enable advanced field diagnostics.

Safety Systems

All vehicles include dash cameras with integrated GPS tracking, allowing for comprehensive monitoring of driving safety, response routes, and providing valuable documentation for quality improvement.

MedEx's equipment replacement schedule is driven by patient care needs rather than minimum requirements. We prioritize investing in technologies that improve patient outcomes, enhance provider safety, and increase operational efficiency. The Stryker PowerLoad Systems deployed on all our ambulances significantly reduce provider back injuries, improve patient safety during loading/unloading, and increase our capacity to safely transport bariatric patients.

Our aggressive vehicle replacement program ensures minimal downtime and exceptional reliability. We purchase at least 15 new ambulances annually, which allows us to maintain a modern fleet without the maintenance challenges associated with high-mileage vehicles.

Our volume purchasing power provides immediate access to new vehicles when needed, eliminating delays that smaller providers often experience. This approach provides Lee County with an reliable ambulance fleet while reducing the costs and complications of extensive maintenance programs.



Recruitment Strategy

Competitive Compensation

- Industry-leading base wages
- Weekly performance bonuses
- Full comprehensive benefits package
- Retirement plans (IRA)
- Paid time off and holiday pay

Professional Development

- Free continuing education courses
- Clear career advancement pathways
- Leadership development programs
- Free training for advanced certifications

Quality Equipment

- New ambulance units (2025 models)
- Stryker PowerLoad stretcher systems
- State-of-the-art medical equipment
- Modern technology and communications
- Comprehensive safety systems



MedEx's recruitment strategy has proven highly effective in markets across North Carolina. We leverage our reputation as the state's premier private ambulance service to attract qualified candidates who want to work with modern equipment in a professional environment. Our recruitment efforts include targeted digital campaigns, EMS school partnerships, military transition programs, and employee referral incentives. We've successfully staffed operations in both urban and rural areas of North Carolina by offering compelling total compensation packages that recognize the value of EMS professionals. Our retention rates exceed industry standards due to our focus on employee satisfaction, career development, and work-life balance, reducing the constant turnover that plagues many EMS providers.

MedEx is committed to offering priority employment opportunities to all current FirstHealth employees serving Lee County. We recognize the valuable experience and local knowledge these professionals bring and will honor their current pay rates during the transition, ensuring no loss of income. Additionally, FirstHealth employees who join MedEx will maintain their seniority status for benefits eligibility and will have immediate access to our advanced equipment, training programs, and career advancement pathways without any probationary waiting period.



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Staffing and Reliability

Dedicated Lee County Team

MedEx will staff 55 full-time employees (mix of EMT-Basics and Paramedics) dedicated to the Lee County 911 contract, with an additional 20 FTEs handling non-emergency transports within the county.

Regional Resource Support

With 400+ employees across North Carolina, many within one hour of Lee County, MedEx can quickly address any unforeseen staffing shortages by temporarily deploying personnel from surrounding counties.

Local Infrastructure

Units will be housed at the EMS base and local fire departments, with supervisors centrally deployed. MedEx also plans to acquire its own building within Lee County to house additional units for scheduled non-emergency runs and hospital transfers.

MedEx's staffing model provides multiple layers of redundancy to ensure service reliability. Our large regional workforce allows us to prioritize Lee County's needs in any staffing contingency, while our local infrastructure investment demonstrates our long-term commitment to the community. By maintaining both dedicated emergency units and a substantial non-emergency presence in the county, we create a deep bench of qualified personnel who can respond to surge events or staff shortages.

Our regional presence throughout North Carolina gives us unmatched recruitment capabilities and staffing flexibility. If staffing challenges arise, we can draw from our wider employee base to ensure continuous coverage while accelerating local hiring efforts. This approach has allowed us to maintain service levels even during healthcare staffing shortages that have affected other providers.

Emergency Services

MedEx will provide comprehensive emergency 911 response services throughout Lee County, ensuring rapid and professional care for all residents in emergency situations.

Non-Emergency Transport

MedEx will handle all non-emergency transport needs within the county, including scheduled medical appointments, dialysis transports, and other non-urgent medical transportation requirements.

Interfacility Transport

MedEx specializes in out-of-county interfacility hospital-to-hospital transports and hospital discharges to home, solving a critical need currently facing Lee County's healthcare system.

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Our extensive resources enable us to provide long-distance medical transports across North Carolina and to neighboring states, a service many providers are unable or unwilling to offer.

MedEx's comprehensive transport capabilities ensure that Lee County residents will have access to the full spectrum of medical transportation services, from emergency response to specialized long-distance medical transport. Our experience managing complex transport logistics across multiple counties makes us uniquely qualified to meet and exceed Lee County's expectations. MedEx will not withhold or delay non-emergency, long distance, or hospital transfers due to lack of available resources. We are committed to supplying whatever number of resources necessary to honor our commitment to Lee County and its residents.

Shift Schedule

Unit	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Unit 1 EMS Station	A-Shift	B-Shift	C-Shift	D-Shift	A-Shift	B-Shift	C-Shift
Unit 2 EMS Station	D-Shift	A-Shift	B-Shift	C-Shift	D-Shift	A-Shift	B-Shift
Unit 3 EMS Station	C-Shift	D-Shift	A-Shift	B-Shift	C-Shift	D-Shift	A-Shift
Unit 4 Northview FD	B-Shift	C-Shift	D-Shift	A-Shift	B-Shift	C-Shift	D-Shift
Unit 5 Carolina Trace	A-Shift	B-Shift	C-Shift	D-Shift	A-Shift	B-Shift	C-Shift

MedEx utilizes a 24/72 hour shift schedule for our ambulance crews, providing consistency in staffing while ensuring adequate rest between shifts. Each crew works a 24-hour shift followed by 72 hours (3 days) off duty. This schedule is staggered across units to maintain full coverage at all times while providing our staff with a sustainable work-life balance.

The 24/72 schedule is preferred by many EMS professionals and helps with recruitment and retention. It provides employees with predictable schedules and multiple consecutive days off, reducing burnout and increasing job satisfaction. For Lee County, this schedule ensures continuity of care as the same crews regularly work the same areas, becoming familiar with local geography, facilities, and recurring patients.

Each shift includes a comprehensive crew change process with thorough equipment checks, vehicle inspections, and shift briefings to ensure operational readiness at all times. Supervisors oversee this process to maintain accountability and address any issues immediately.

MedEx utilizes Vairkko as its workforce management software, this gives MedEx's management team a significant advantage in managing staffing needs. It offers advanced employee scheduling, time-off requests, shift-bids, future scheduling, and comprehensive reporting tools. Employees find the software user-friendly and efficient in supporting their scheduling tasks.



VAIRKKO

First Responder Integration & Employee Support

First Responder Collaboration

MedEx does not have a first responder program but is willing to work with Lee County and expand on their current model. Our extensive experience in integration allows us to seamlessly collaborate with local volunteer fire department responders. Our collaborative approach includes:

- Development of shared resources
- Implementation of unified response strategies
- Establishment of mutual aid agreements
- Enhancement of inter-agency trust-building exercises
- Promotion of cross-disciplinary workshops



Employee Wellness Programs

- Onsite physical fitness training
- Mental health mobile applications
- Peer support networks
- Comprehensive Employee Assistance Program

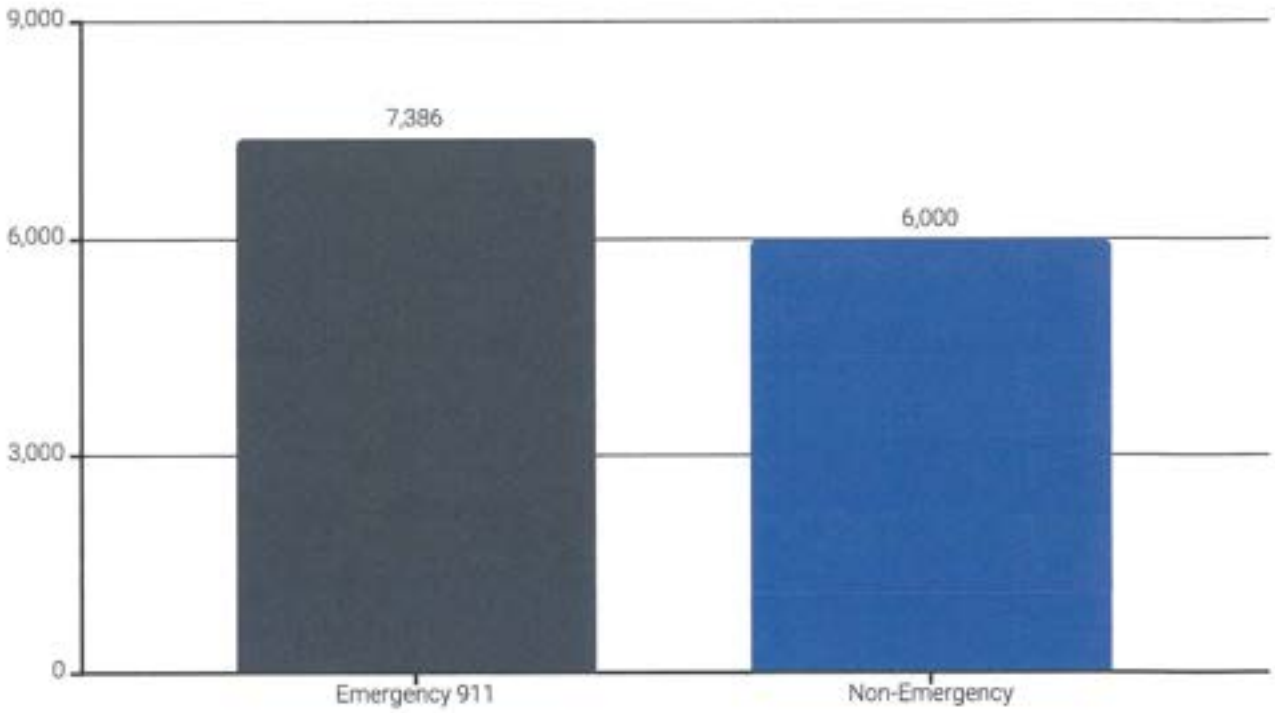
Morale Measurement

- Quarterly employee satisfaction surveys
- Structured exit interviews
- Regular feedback groups
- Open-door management policy

MedEx recognizes that effective emergency medical services depend on strong partnerships with local first responders and healthy, engaged employees. Our approach to first responder integration emphasizes mutual respect and recognition of the vital role volunteer departments play in the emergency response system. We provide technical support, joint training opportunities, and ongoing communication to ensure coordinated patient care.

Similarly, our comprehensive employee wellness programs address both the physical and psychological demands of EMS work. We understand that emergency services personnel face unique stressors and potential trauma exposure, which is why we've developed multi-faceted support systems to promote resilience and prevent burnout. By caring for our team members, we ensure they can provide the highest level of care to Lee County residents.

Lee County Call Volume Estimates



Emergency Call Projections

Based on historical data and population growth trends, estimates approximately 7,386 emergency calls annually in Lee County. Our staffing and deployment plan is designed to accommodate this volume with appropriate response times while maintaining capacity for surge events.

Non-Emergency Transport

We project up to 6,000 non-emergency transports annually, including hospital discharges, scheduled medical appointments, and interfacility transfers. This volume highlights the importance of dedicated non-emergency resources to avoid straining the emergency response system.

MedEx's extensive experience in analogous markets equips us with advanced forecasting capabilities for both emergency and non-emergency transport needs. By analyzing temporal patterns, geographical distribution, and call type frequencies, we can optimize resource allocation to align with actual demand rather than relying on static coverage, which may prove inefficient during specific periods.

MedEx successfully completes over 76,300 trips annually, averaging approximately 6,358 trips per month. In contrast, Lee County's demand is around 7,000 trips per year, which is equivalent to our monthly volume. This underscores our capacity to effectively manage the significantly smaller demand of Lee County while upholding exceptional performance metrics.

Consumer Pricing and Indigent Program

Standard Fee Schedule

Service Code	Description	Rate
A0425	Ground Mileage	$18.48/mile
A0426	ALS Non-Emergency	$793.92
A0427	ALS Emergency, Level 1	$935.36
A0428	BLS Non-Emergency	$544.92
A0429	BLS Emergency	$871.88
A0433	ALS Level 2	$1,498.56
A0434	Specialty Care Transport	$1,771.02
N/A	Treat/No Transport	$272.46

Indigent Care Program

MedEx is committed to ensuring that financial concerns never prevent patients from receiving necessary emergency medical care. Our comprehensive indigent care program includes:

- Long-term payment plans at reduced rates based on financial need
- Full write-offs for patients with demonstrated inability to pay
- Zero balance billing for qualifying low-income patients
- Financial counseling services to identify alternative payment sources
- Assistance with Medicaid enrollment for eligible patients

MedEx's consumer pricing structure aligns with regional averages and Medicare allowable rates, providing transparent and reasonable costs for emergency medical services. Our billing department and outsource billing team maintain aggressive compliance programs to ensure accurate coding and billing practices that respect both patient finances and payer requirements.

We recognize the essential public service nature of emergency medical transportation and have designed our indigent care policies to balance financial sustainability with community needs. By offering flexible payment options and financial assistance based on demonstrated need, we ensure that all Lee County residents have access to quality emergency medical care regardless of their financial circumstances.

Vehicle Roster (Current)

VIN	Model Year	Unit Name	Permit	Expiration	Level
[redacted]	2025	128	Pending	Pending	Paramedic
[redacted]	2025	129	Pending	Pending	Paramedic
[redacted]	2025	130	Pending	Pending	Paramedic
[redacted]	2024	128	NC006844	May 31, 2027	Paramedic
[redacted]	2023	123	NC008056	Apr 30, 2026	Paramedic

MedEx maintains one of the newest and most advanced ambulance fleets in North Carolina. For Lee County operations, we commit to deploying only modern vehicles equipped with state-of-the-art medical technology and safety features. All MedEx vehicles for Lee County will be 2025 or newer Type III models for 911 and a mix of Type II and Type III models for non-emergency.

10
Lee County Dedicated
New 2025 model ambulances

5
911 Ambulances
Fully equipped ALS ambulances

5
Non-Emergency Units
Transport-optimized vehicles





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Service Plan Overview

Option 1: Current Service Match

- 3 ALS units stationed at EMS station
- 1 ALS unit at Carolina Trace FD
- 1 ALS unit at Northview FD
- 1 4x4 ALS Supervisor Vehicle
- 1 EMS Director in dedicated staff vehicle
- 1 Reserve ALS transport unit
- 11 personnel per 12-hr shift including a Supervisor



Option 2: Enhanced Dynamic Deployment

Peak Demand Hours:

- 3 ALS units stationed at EMS station
- 1 ALS unit at Carolina Trace FD
- 1 ALS unit at Northview FD
- 1 4x4 ALS Supervisor Vehicle
- 1 EMS Director in dedicated staff vehicle
- 1 Reserve ALS transport unit
- 11 personnel per 12-hr shift including a Supervisor

Reduced Staffing at Low Demand Hours:

- 3 ALS units strategically positioned
- 1 4x4 ALS Supervisor Vehicle
- 1 EMS Director in dedicated staff vehicle
- 1 Reserve ALS transport unit
- Flexible staffing based on historical call volume patterns
- Integration of non-emergency units as backup 911 resources



MedEx's Option 2 proposal represents an innovative approach that will reduce costs to the county while improving overall service quality. This model allows for more efficient resource utilization by adjusting staffing levels based on historical demand patterns, while also leveraging our non-emergency fleet as backup resources for 911 calls when those units are closer to the incident location.

All non-emergency units considered for 911 backup will be staffed at the same clinical level as dedicated 911 units and fully equipped to handle emergency transports. This approach provides Lee County with greater overall ambulance coverage and faster potential response times through strategic deployment of resources, all at a lower cost than the traditional fixed-post model.

Proposed County Fee Schedule - Option 1

Current Service Level - 5-Year Subsidy Request:

Contract Year	Annual Subsidy	Change
Year 1	$1,500,000	Base Year
Year 2	$1,575,000	+5%
Year 3	$1,653,750	+5%
Year 4	$1,736,437	+5%
Year 5	$1,823,259	+5%

"At Risk" Performance Measures

- Missed response time (<8.59 mins) = Quarterly refund of $25,000 ($100,000 annually)
- Missed staffing compliance= Quarterly refund of $25,000 ($100,000 annually)

"Performance Incentive" Measures

- Response time better (<8.59 mins) = Quarterly payment of $25,000 ($100,000 annually)
- Staffing compliance met= Quarterly payment of $25,000 ($100,000 annually)

Option 1 provides Lee County with service levels matching the current EMS provision, including:

- 3 ALS units at the main EMS station,
- 1 ALS unit at Carolina Trace FD,
- 1 ALS unit at Northview FD,
- Supervisor vehicles
- Reserve units



The annual 5% increase accounts for inflation and necessary wage adjustments to maintain competitive staffing.

MedEx's innovative "At Risk" payment structure demonstrates our confidence in meeting performance standards. We're willing to put a significant portion of our compensation at risk, with financial penalties for failing to meet response time and staffing requirements. Conversely, our "Performance Incentive" structure rewards exceptional performance, creating a true partnership where both parties benefit from service excellence.

Proposed County Fee Schedule - Option 2

Enhanced Dynamic Deployment - 5-Year Subsidy Request:

Contract Year	Annual Subsidy	Change
Year 1	$1,300,000	Base Year
Year 2	$1,365,000	+5%
Year 3	$1,433,250	+5%
Year 4	$1,504,912	+5%
Year 5	$1,580,157	+5%

"At Risk" Performance Measures

- Missed response time (<8.59 mins) = Quarterly refund of $25,000 ($100,000 annually)

"Performance Incentive" Measures

- Response time better (<8.59 mins) = Quarterly payment of $25,000 ($100,000 annually)

Option 2 offers Lee County a more efficient and economical approach that reduces costs while potentially improving service. This innovative model adjusts staffing levels based on historical call volume patterns, deploying all five ambulances during peak demand hours but reducing to three units during proven low-demand periods.

Additionally, our non-emergency units within the county can be dynamically deployed to 911 calls when they are the closest appropriate resource. This approach provides Lee County with up to 10 potential ambulance resources throughout the county rather than just 5 fixed units, creating a more flexible and responsive system. The $200,000 annual savings compared to Option 1 is achieved through more efficient resource utilization during low-demand periods, not through any reduction in service quality or availability during peak times.





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Optional Service Pricing

Annual Add-on Unit Costs (Vehicle + Staff)

Resource Type	12-Hour Coverage	24-Hour Coverage
ALS Unit (2 crew+vehicle)	$250,000	$500,000
BLS Unit (2 crew+vehicle)	$150,000	$300,000
QRV (1 crew+vehicle)	$50,000	$100,000
4x4 QRV	$40,000	$75,000
Detached Supervisor (4x4)	N/A	$75,000

The pricing schedule above provides Lee County with complete transparency regarding the cost of additional services beyond the base contract. Should the county determine that additional resources are needed in specific areas or during particular time periods, these optional services can be added to the agreement without complex negotiations or contract amendments.

MedEx's modular pricing approach allows Lee County to precisely match resources to needs, rather than paying for excess capacity or lacking adequate coverage. All optional services maintain the same high standards, modern equipment, and qualified personnel as our core emergency response units.

Note: If Option 2 (Enhanced Dynamic Deployment) is selected, these add-on services would likely be unnecessary, as the dynamic deployment model would effectively leverage our non-emergency transport vehicles already operating within Lee County to supplement emergency response coverage during peak demand periods.

Special Events Staffing

MedEx provides dedicated staffing for special events throughout Lee County, including sporting events, festivals, concerts, and other gatherings requiring medical standby services.s an added value, MedEx will provide an ambulance golf cart for all events at no additional cost, enhancing mobility and access in crowded venues or areas with limited vehicle access.

Service	Hourly Rate
ALS Unit with crew	$200/hour
BLS Unit with crew	$175/hour
Ambulance ATV	Included at no extra cost

Why MedEx: Equipment Advantages

Modern Fleet Commitment

MedEx commits to dedicating up to 10 new 2025 ambulance units to Lee County, with 5 units designated for 911 services and 5 for non-emergent transports. This stands in stark contrast to FirstHealth's current fleet, which consists of 5 ambulances from 2021 and several older units, some dating back to 2011 according to the NCOEMS database.

Our commitment to new vehicles ensures greater reliability, reduced maintenance downtime, enhanced safety features, and a more comfortable experience for both patients and crews. Newer vehicles also incorporate the latest advances in fuel efficiency and emissions technology, reducing environmental impact and operational costs.





Advanced Patient Handling Systems

Every MedEx ALS unit is equipped with Stryker PowerLoad Systems, representing a significant investment in both patient and provider safety. These automated loading systems provide numerous advantages:

- Drastically reduced risk of provider back injuries during patient loading/unloading
- Enhanced patient safety with secure, controlled movement into and out of the ambulance
- Improved capability to safely transport bariatric patients
- Reduced loading/unloading times during critical emergencies

It remains unclear whether FirstHealth has implemented these advanced systems across their entire fleet.

MedEx's equipment advantages extend beyond vehicles and stretcher systems to include the latest cardiac monitors, ventilators, IV pumps, and point-of-care testing capabilities. Our commitment to technological advancement ensures that Lee County residents will receive the highest standard of prehospital care available, with equipment that supports the full scope of practice for our advanced providers.

Why MedEx: Dedication to Transportation Excellence

Unlike diversified healthcare organizations with multiple service lines and competing priorities, MedEx specializes exclusively in medical transportation. This focused approach allows us to dedicate all of our resources, expertise, and attention to solving the complex transportation challenges that counties and healthcare facilities face daily.

Immediate Impact on Hospital Throughput

MedEx routinely receives calls from Central Carolina Hospital requesting assistance with discharges and transfers that FirstHealth is unable to fulfill. This ongoing demand highlights a clear gap in transportation coverage within Lee County—one that MedEx is well-positioned to address immediately. By meeting these needs, we can help improve hospital throughput and strengthen the overall efficiency of the local healthcare system.

Current Service Deficiencies

Persistent delays in non-emergency and out-of-county transfers for Lee County have been reported, possibly due to FirstHealth's other commitments and internal transfers within its own hospital system.

In mid-2023, FirstHealth issued an RFP seeking assistance from MedEx for transports within their own network—an acknowledgment of their operational strain and inability to fully meet the needs of Lee County under their current obligations.

Eliminating Extended Waits

There have been multiple reports of patients with serious medical conditions experiencing extended transfer delays—sometimes up to 72 hours. These delays appear to be the result of limited available resources or a reluctance to allocate units outside the immediate service area. MedEx is committed to ensuring that patients requiring urgent care are never left waiting due to operational constraints.

MedEx's commitment to transportation excellence is demonstrated by our investment in dedicated dispatch centers, specialized transport coordinators, and customized workflow systems designed specifically for medical transportation. We understand that efficient patient movement is crucial to the overall healthcare system, affecting everything from emergency department capacity to patient satisfaction.

By selecting MedEx as Lee County's ambulance service provider, the county will gain a partner whose core mission and business focus aligns perfectly with the transportation needs of both emergency and non-emergency patients. Our specialized approach ensures that transportation never becomes a secondary priority or bottleneck in the delivery of healthcare services.

Why MedEx: Operational Capabilities

Long Distance Transport Expertise

MedEx faces no limitations on transport distance, regularly moving patients throughout North Carolina and to destinations across the eastern United States. In recent months alone, we have completed hospital discharges to South Carolina, Georgia, Ohio, Massachusetts, New Hampshire, New Jersey, Pennsylvania, West Virginia, Virginia, and Tennessee.

While many providers decline these transports due to resource constraints, MedEx's extensive network allows us to replace any deployed unit with another from a neighboring operating area, ensuring continuous local coverage even during long-distance transports.





Bariatric Transport Specialization

MedEx has established itself as the preferred provider for bariatric transports, a specialized service that many ambulance companies are unable or unwilling to offer. We have made significant investments in:

- Specialized stretchers and lifting equipment capable of safely handling patients weighing 400-700+ pounds
- Vehicles configured to accommodate bariatric equipment
- Additional personnel trained in safe bariatric movement techniques
- Clinical protocols specific to the needs of bariatric patients

This capability ensures that all Lee County residents, regardless of size, receive dignified, safe, and appropriate medical transportation when needed.

These specialized operational capabilities demonstrate MedEx's commitment to comprehensive medical transportation services that leave no patient behind. By developing solutions for the most challenging transport scenarios, we ensure that Lee County's healthcare system can function without transportation barriers that might otherwise delay care or complicate discharge planning.

Conflict of Interest Policy

Patient-Centered Transport Decisions

MedEx has no financial incentives or relationships that would influence patient destination decisions. All transport destinations are determined solely based on patient medical needs, closest appropriate facility protocols, and patient preference when medically appropriate.

Financial Independence

MedEx maintains complete financial independence from hospitals and healthcare systems in Lee County, ensuring that economic factors never influence clinical decision-making or transport destinations.

Transparent Relationships

All corporate relationships and partnerships are fully disclosed to contract administrators. MedEx has no personal or business relationships that would interfere with fair and impartial contract award or daily operations.

MedEx's conflict of interest policy mandates that all employees disclose any potential conflicts that might affect their judgment or decision-making. Our organizational structure includes robust oversight mechanisms to ensure that patient care is never compromised by business considerations. This includes regular auditing of transport destinations to verify compliance with protocols.

Our leadership team understands that maintaining public trust requires absolute integrity in all aspects of our operation. We maintain strict separation between business development activities and clinical operations to ensure that contractual relationships never influence patient care decisions. All employees receive regular training on ethical decision-making and are empowered to report any concerns through confidential channels without fear of retaliation.

Application for Ambulance Franchise -Lee County

I. Basic Information of Applicant

a. Corporate Name:

MedEx Medical Transport Service, Inc. ("MedEx"), a North Carolina-based corporation founded in 2010, operates as the largest privately held ambulance company in the state. With over a decade of experience in 911 response and non-emergency transport, MedEx delivers both community-based and institutional healthcare transportation services.

b. Address:

902 E Memorial Drive, Ahoskie, NC 27910 – This location serves as the corporate headquarters, housing executive leadership, dispatch operations, billing, and compliance.

c. Name of owner/president or individual responsible for operations of the organization:

Donna Hurdle, Owner and President of MedEx. Donna has more than 25 years of leadership in both medical transportation and home healthcare. She oversees strategic decisions and governance of MedEx's statewide operations.

d. Organizational chart of applicant:

An organizational chart is attached showing the structure from executive leadership (Owner, CEO, and COO) to operational and field staff designated to Lee County. The chart reflects planned oversight including an on-site EMS Director and a Chief Training Officer.

e. Board of directors list:

MedEx is a privately held company and does not maintain a formal board of directors. Strategic and operational oversight is provided by its executive leadership team.

f. Contact information for individual responsible for this application:

Dillon Lowe, Chief Executive Officer
Phone: 252-287-7365
Email: dillon@medextransport.com

Dillon brings over 15 years of EMS leadership and is responsible for the implementation and oversight of all operational aspects of the Lee County franchise.

g. Type of franchise:

MedEx proposes to deliver full-service ambulance transport across Lee County. The company is prepared to handle 911 emergency response, point-to-point non-emergency medical transport, and interfacility transfers for patients requiring advanced levels of care. We do not prioritize one type of service over another—each request for transport is considered essential. MedEx will ensure adequate resources are available to fulfill all requests without unnecessary delay.

i. Emergency response occurring within the County to the closest appropriate medical center, or the patient's requested facility, if appropriate.

MedEx will provide advanced life support (ALS) emergency response using 2025 model ambulances equipped with cardiac monitors, ventilators, and automated stretchers. Emergency transports will be routed to the nearest appropriate medical facility or the patient's preferred facility if clinically appropriate.

ii. Non-emergency/convalescent services for individuals requiring transport vehicles, from point to point within Lee County, when the applicant has available resources, without compromising emergency response.

MedEx will maintain a separate fleet of non-emergency ambulances to fulfill all intra-county patient transport needs. These services are fully integrated into our dispatch model and will never impact the readiness of emergency response units.

iii. Any nonemergency/convalescent transport from a point within Lee County to a point outside of Lee County is the responsibility of the medical provider.

MedEx acknowledges this provision and will perform inter-county non-emergency transports only when requested by a medical provider.

g. Provider will have the option to use its own radios and accompanying devices, or to use County provided radios. If the Provider uses County radios, portable radios, vehicle chargers and appropriate station charges will be provided by the County to the chosen Provider. While the County will maintain ownership of this equipment, and will provide programming software/firmware updates, the Provider will be responsible for any damage or replacement of any equipment caused by Provider's negligence. If the Provider chooses to use its own radios and equipment, it must ensure compatibility with the City's 911 public safety communications center. If provider intends to use its own radios and devices, please provide the number and type of radios and devices that will be used. If Provider intends to use County radios and devices, please indicate that in the proposal.

MedEx currently owns and operates a fleet of compatible radios, including mobile and portable units, which are fully compatible with the VIPER system and the county's 911 public safety communications infrastructure. These radios are actively used in multiple jurisdictions across North Carolina and are maintained under an ongoing service agreement with a regional certified communications vendor.

MedEx is committed to a seamless operational integration with Lee County's emergency communications. To support that goal, we are fully willing to use County-provided radios if doing so would improve interoperability or ensure alignment with local communication protocols. Our priority is maintaining consistent and clear communication with the County's 911 center and all public safety partners from day one of service.

A complete list of MedEx-owned communication equipment and radio specifications can be provided upon request.

h. The Provider will be responsible to ensure a mobile data terminal is installed in each vehicle and compliant with the City's 911 computer aided dispatch system and available for use to the Provider and to the County and compatible with the County's VIPER communications network. It is Provider's responsibility to pay all fees required by the 911 Center, to determine what devices or equipment are required for connection, and to ensure cellular data connection for each device. Please provide a list of all devices or equipment that will be required for connection to the 911 mobile data terminal and the associated fees.

MedEx currently has MDTs installed in all 90 vehicles. It is required for our vehicles to be able to communicate effectively with our Intelligent Dispatch System. MedEx is confident that these terminals will be 100% compatible with Lee County's current system.

i. Proof of insurance as required by the Lee County Code of Ordinances.

See attached. A copy of our current policy COI is attached. Our coverage limits exceed the requirements set forth in this contract.

j. Proof of compliance with Article 7 of Chapter 131E of the North Carolina Genera Statutes. See attached.

See attached copy of MedEx's NCEMS Provider License.

III. Proposed Plans to Serve the Entire Lee County Area and to Provide Quality Care

a. Currently, the County, through its current Provider has the following services available to its residents/visitors:

i. 3 ALS transport vehicles at the EMS Station

ii.1 ALS transport vehicles at Carolina Trace Fire Department

iii. 1 ALS transport vehicle at Northview Fire Department

iv. 1 four-wheel drive ALS transport vehicle at the EMS station for the EMS Supervisor

v. 1 EMS Director with staff vehicle

vi. 1 reserve ALS transport vehicle

vii. 11 BLS/ALS providers per 12-hour shift, including 1 supervisor credentialed at the Paramedic level

Please provide how the Provider will continue to operate that level of service.

MedEx proposes two service plan options. Please see attached document for specific details.

b. Provide daily staffing levels for the last 60 days.

Over the past 60 day, MedEx has staff approximately 2,202 EMT/Paramedic shifts.

c. Provide a plan to keep and recruit staffing levels at 100% for this franchise agreement.

See attached.

How many full-time paramedics and full-time EMT basics will be dedicated to Lee County on a regular basis and how do you anticipate locating personnel at each location?

55 FTE are estimated for the EMS division. An additional 20 FTE are expected for the Non-Emergency division.

What is your current vacancy rate?

5%, MedEx has continuously maintained staffing levels sufficient to meet all contracted and franchised obligations across its 13 franchised counties. Any current vacancies are positions that are open are for growth opportunities and day-of hospital add-ons. MedEx has not experienced critical vacancy rates that affected its ability to fulfill its contracted obligations.

What is your current turnover rate?

8.7% turnover rate

d. Provide a recruitment plan to keep applicant fully staffed during the term of this agreement and provide recruiting strategies used for EMTs and paramedics. Lee County expects twelve-hour permanent shifts for applicants' employees. Indicate if the applicant is willing and able to comply with this requirement. If not, provide shift suggestions.

MedEx is committed to maintaining full staffing throughout the term of the franchise agreement and has a proven track record of successfully staffing contracts across both rural and urban markets. Our recruitment and retention strategy is built on four key pillars:

competitive compensation, flexible scheduling, internal advancement, and employee wellness.

Recruitment Strategies Include:

- **Competitive pay rates and weekly performance bonuses**
- **Fully paid continuing education and certification programs (including ACLS, PALS, EVOC)**
- **Employer-sponsored benefits: health, dental, vision, IRA, PTO**
- **Recruitment pipelines through EMT schools, community colleges, and military transition programs**
- **Referral incentive programs for current employees**
- **Clinical ladder programs and leadership development tracks for EMTs and Paramedics**

Shift Structure Compliance:

MedEx is willing and able to comply with the County's expectation of twelve-hour permanent shifts. However, based on our operational experience and feedback from our current workforce, we also propose incorporating a 24/72 shift model—particularly for ALS units. This model has been widely favored by EMTs and Paramedics for its consistency, better work-life balance, and lower burnout rates.

We propose a hybrid staffing approach that allows:

- **12-hour shifts for those who prefer or require it**
- **24/72 shifts for those who qualify and prefer the longer format**
- **This flexibility enhances recruitment appeal while ensuring shift coverage compliance**

By offering both shift types, we are confident that MedEx will attract a broad range of qualified candidates while also meeting or exceeding the County's service level expectations. A detailed staffing and scheduling matrix is included in the attached documentation.

e. Provide staffing models and employee hour/staffing plan for staffing needs under this agreement. This shall include a staffing plan for the entire EMS Lee County system, and also a plan broken down by EMS specific location site.

See attached Staffing Plan

f. Provide all training and support the applicant provides its employees yearly.

See attached Training Offerings

IV. Financial and Administrative Information

a. Lee County will only grant the franchise to an applicant willing to cover the entire Lee County geographical area. Based on this requirement, list the annual estimated emergency calls applicant anticipates.

MedEx is willing to cover the entire county and all lines of ambulance transportation – 911, non-emergency, and out-of-county transports. Estimated transports taken from the current providers recent predictions- 7,386 emergency transports.

b. List the estimated annual nonemergency calls applicant anticipates.

MedEx estimates an additional 6,000 non-emergency transports per year.

c. If applicant currently operates emergency ambulance services in other jurisdictions, from January 1, 2024 through January 1, 2025 what was your average response time in each jurisdiction from dispatch to on-scene. List the number of calls, emergency and non-emergency, and the number of FTE EMT-P assigned to each jurisdiction, FTE EMT-B and part time personnel assigned to each county.

Year-to-date MedEx performed a total of over 76,000 transports across its service regions, including:

- **Emergency Transports: Approximately 9,000 911/emergency transports under various municipal and county contracts**
- **Non-Emergency Transports: Approximately 67,000 scheduled and convalescent transports**

Each jurisdiction MedEx serves operates under distinct contractual requirements with different performance expectations. Despite these variations, MedEx met or exceeded all performance benchmarks across the board.

Staffing Breakdown (Across Jurisdictions)

- **Full-Time Paramedics (EMT-P): ~145**
- **Full-Time EMT-Basics (EMT-B): ~180**
- **Part-Time Field Staff (combined EMT-B and EMT-P): ~75**
- **Administrative and Support Staff: ~40**

MedEx's team of over 400 employees provides both surge flexibility and consistent coverage, enabling the organization to fulfill contractual requirements across 13 franchised counties in North Carolina. We continuously adjust staffing levels to match volume trends and geography, ensuring reliable response times even in high-demand or hard-to-reach service areas.

d. Provide financial statements for the last three years, to establish applicant is in a good financial condition to comply with the franchise agreement.

Please see the attached financial statements for the past three fiscal years. These documents include profit and loss statements, balance sheets, and cash flow summaries prepared by our external CPA firm. The financials demonstrate consistent revenue growth, stable cash reserves, and healthy margins—indicators that MedEx is financially positioned to fulfill the obligations outlined in the Lee County franchise agreement.

These statements are marked CONFIDENTIAL and should be treated accordingly. Redacted versions are available for public or third-party distribution, and full, unredacted copies may be reviewed under appropriate confidentiality agreements.

e. Provide Provider's last audit.

MedEx's financial statements are not subject to a formal audit. However, they are professionally compiled and reviewed annually by Gray & King, CPA, a certified public accounting firm based in Greenville, North Carolina. While not audited, these statements are prepared in accordance with generally accepted accounting principles (GAAP) and reflect the company's financial performance and position with accuracy and transparency.

f. Is applicant aware of any pending or threatened litigation against applicant that would affect applicant's ability to perform under this franchise agreement?

There are no pending litigations that would affect our ability to perform.

g. Do you have an existing first responder program? Would you be willing to work alongside the County's volunteer fire departments to provide first responder assistance and support to any fire department willing to voluntarily participate? If so, provide information and a plan explaining this program.

No, but MedEx is willing to work with the county and all parties to build upon the current program.

h. Provide policies that help with morale, retention, health and/or safety of all employees. How do you measure employee satisfaction?

See attached

V. Proposed Fee Schedule to be paid by the County- based on a potential five-year franchise agreement

a. Provide applicant's proposed fee schedule. This fee shall incorporate the entire cost to the County for each of the five years. The County will not be expected to pay any more than what is quoted in this application.

This fee shall also include a proposed "at risk" payment back to the County as follows:

If at anytime during a reporting quarter applicant fails to meet the minimum 8-8.59 minute response time, the applicant will be required to issue a "payback" to the County.

This fee shall also include an "at risk" payment back to the County if for each quarter, Provider fails to meet its staffing requirements.

b. Provide costs for additional services to be offered by applicant, if the County chooses to increase proposed services. This proposed pricing shall remain good for each year of the agreement, unless inflation or market changes occur to the benefit of the County, and shall include all potential costs to the County. (This can incorporate things like if we add an additional ambulance or QRV vehicles or additional services during the term of the agreement). Please provide the following prices:

ALS transport vehicle with 2 personnel, please provide pricing for 12 and 24 hour staffing.

BLS transport vehicle with 2 personnel, please provide pricing for 12 and 24 hour staffing.

QRV transport vehicle with 1 personnel, please provide pricing for 12 and 24 hour staffing.

QRV, consisting of a four wheel drive SUV or Truck with 1 personnel, please provide pricing for 12 and 24 hour staffing.

v. Detached supervisor, consisting of a four wheel drive SUV or Truck with 1 personnel, please provide pricing for 24 hour staffing.

vi. Pricing for special events coverage by ALS and BLS personnel and apparatus.

See attached Pricing

VI. Proposed EMS Pricing for consumers

a. Franchisee will be solely responsible for billing and collecting amounts directly from its clients for its services.

MedEx intends to outsource all contract related billing to EMS MC. EMS MC is the primer billing company in NC and across the country, specializing in 911 billing. Leveraging their expertise and advanced billing software and insurance discovery technology, we feel confident that the billing services they provide will further reduce the potential financial liabilities from the consumers.

b. It is expected that a franchise agreement will state the franchisee will only be able to increase EMS prices for consumers a maximum of two times during the franchise agreement as the County wants to ensure EMS is affordable for all users. Provide your proposed EMS pricing for consideration.

See attached Consumer Pricing.

c. Include programs for indigent individuals.

See attached Consumer Pricing page for further details on our program for indigent individuals.

VII. Apparatus and Equipment

a. All ground transport apparatus will meet the standards outlined by the Commission on Accreditation of Ambulance Services Ground Vehicle Standard for Ambulances.

b. All apparatus, including staff vehicles and ground transport ambulances will remain neat and well maintained in appearance.

c. The provider will ensure that one ground transport apparatus remains in reserve, to be placed in service within 2 hours of a primary apparatus being placed out of service.

d. All-in-service apparatus will clearly display the assigned unit call sign at all times.

e. The Provider will maintain at least one 4-wheel drive ground transport apparatus for response in off road and challenging terrain or conditions, calls for service.

f. The provider will be issued 5, Lucas 3 Chest Compression Systems. These systems will remain the property of Lee County and are subject to an annual inspection. It is the providers' responsibility to ensure proper service and maintenance is carried out according to the manufacturers' recommended schedule. It is the provider's responsibility to provide any required consumable items. It is the provider's responsibility to notify Lee County 1 year in advance of the expected end of life of any device.

MedEx is currently compliant with all of the requirements outlined above. MedEx remain compliant with these requirements throughout the life of the contract. See attached for specific details.

State of North Carolina

Office of Emergency
Medical Services

Medical Care
Commission

Department of Health and Human Services
Division of Health Service Regulation

Having met the requirements of North Carolina General Statue 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

MedEx Medical Transport

is hereby issued an EMS Agency License

This License, Number 1752, expires the last day of April 2028

Mark Payne

Division of Heath Service Regulation

Office of Emergency Medical Services

Vehicle Roster (Current)

VIN	Model Year	Unit Name	Permit	Expiration	Level
[redacted]	2025	313	Pending	Pending	EMT
	2025	312	Pending	Pending	EMT
	2025	311	Pending	Pending	EMT
	2025	310	Pending	Pending	EMT
	2025	309	Pending	Pending	EMT
	2025	308	Pending	Pending	EMT
	2024	126	NC006750	Jul 31, 2026	EMT
	2024	124	NC006723	Apr 30, 2026	EMT
	2024	307	NC006811	Feb 28, 2027	EMT
	2024	304	NC006809	Feb 28, 2027	EMT
	2024	306	NC006812	Feb 28, 2027	EMT
	2024	305	NC006810	Feb 28, 2027	EMT
	2024	127	NC006805	Jan 31, 2027	EMT
	2023	95	NC006783	Nov 30, 2026	EMT
	2023	122	NC006724	Apr 30, 2026	EMT
	2023	67	NC006587	Jul 31, 2025	EMT
	2023	88	NC006730	Apr 30, 2026	EMT
	2023	94	NC006738	Apr 30, 2026	EMT
	2023	86	NC006731	Apr 30, 2026	EMT
	2023	87	NC006732	Apr 30, 2026	EMT
	2023	89	NC006737	Apr 30, 2026	EMT

Vehicle Roster (Current)

VIN	Model Year	Unit Name	Permit	Expiration	Level
[redacted]	2023	80	NC006588	Jul 31, 2025	EMT
	2023	84	NC006782	Nov 30, 2026	EMT
	2023	82	NC006590	Jul 31, 2025	EMT
	2023	83	NC006591	Jul 31, 2025	EMT
	2023	81	NC006589	Jul 31, 2025	EMT
	2023	98	NC006781	Nov 30, 2026	EMT
	2023	97	NC006787	Nov 30, 2026	EMT
	2023	91	NC006733	Apr 30, 2026	EMT
	2023	96	NC006786	Nov 30, 2026	EMT
	2023	99	NC006785	Nov 30, 2026	EMT
	2023	93	NC006734	Apr 30, 2026	EMT
	2023	90	NC006735	Apr 30, 2026	EMT
	2023	92	NC006736	Apr 30, 2026	EMT
	2023	303	NC006592	Jul 31, 2025	EMT
	2023	62	NC006586	Jul 31, 2025	EMT
	2022	125	NC006788	Nov 30, 2026	Paramedic
	2022	78	NC006584	Jul 31, 2025	EMT
	2022	70	NC006496	Jan 31, 2027	EMT
	2022	77	NC006495	Jan 31, 2027	EMT
	2022	79	NC006585	Jul 31, 2025	EMT
	2022	300	NC006573	May 31, 2027	EMT

Vehicle Roster (Current)

VIN	Model Year	Unit Name	Permit	Expiration	Level
[redacted]	2022	63	NC005638	Jun 30, 2026	EMT
	2021	121	NC005743	May 31, 2025	Paramedic
	2021	85	NC006632	Oct 31, 2025	EMT
	2021	68	NC005553	Sep 30, 2025	EMT
	2021	75	NC005636	Jun 30, 2026	EMT
	2021	72	NC005556	Sep 30, 2025	EMT
	2021	66	NC005552	Sep 30, 2025	EMT
	2021	73	NC005637	Jun 30, 2026	EMT
	2021	74	NC005639	Jun 30, 2026	EMT
	2021	301	NC006493	Jan 31, 2027	EMT
	2021	71	NC005555	Sep 30, 2025	EMT
	2020	114	NC006097	Apr 30, 2027	Paramedic
	2020	69	NC005554	Sep 30, 2025	EMT
	2020	64	NC005551	Sep 30, 2025	EMT
	2020	61	NC006096	Apr 30, 2027	EMT
	2019	117	NC005725	Dec 31, 2026	Paramedic
	2019	116	NC005715	Aug 31, 2026	Paramedic
	2019	59	NC004893	Apr 30, 2026	EMT
	2019	58	NC004892	Mar 31, 2026	EMT
	2019	54	NC005726	Dec 31, 2026	EMT
	2019	53	NC005727	Dec 31, 2026	EMT

Vehicle Roster (Current)

VIN	Model Year	Unit Name	Permit	Expiration	Level
[redacted]	2019	56	NC004890	Mar 31, 2026	EMT
	2019	60	NC004894	Apr 30, 2026	EMT
	2019	57	NC004891	Mar 31, 2026	EMT
	2018	55	NC006740	Apr 30, 2026	EMT
	2018	45	NC004331	Dec 31, 2026	EMT
	2018	302	NC006751	Jul 31, 2026	EMT
	2017	100	NC005391	Aug 31, 2025	Paramedic
	2017	505	NC006833	Apr 30, 2027	EMT
	2017	43	NC004048	Jan 31, 2026	EMT
	2017	41	NC004046	Jan 31, 2026	EMT
	2017	52	NC002596	Apr 30, 2025	EMT
	2017	51	NC002595	May 31, 2025	EMT
	2017	500	Pending	Pending	EMT
	2014	21	NC004773	Jun 30, 2025	EMT
	2012	501	Pending	Pending	Paramedic
	2011	115	NC006784	Nov 30, 2026	EMT
	2011	502	NC006835	Apr 30, 2027	EMT
	2010	506	NC006834	Apr 30, 2027	EMT
	2010	120	NC005390	Aug 31, 2025	EMT
	2008	107	NC004311	Mar 31, 2025	EMT
	2008	110	NC002556	May 31, 2026	EMT
	2007	118	NC005744	May 31, 2027	EMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
E. K. McConkey & Co.
2555 Kingston Road, Suite 100
York PA 17402

CONTACT
NAME: VFCA Certificate Administrator
PHONE (A/C, No, Ext): 484-965-9623
FAX (A/C, No): 484-965-9627
E-MAIL ADDRESS: certificates@vfcadvisors.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CoverysSpecialtyInsuranceCo	15686 24147
INSURER B : OldRepublicInsuranceCompany TheHanoverInsuranceCompany	22292
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MedEx Medical Transport Service, Inc.
902 E Memorial Drive
Ahoskie NC 27910
MEDEMED-01

COVERAGES **CERTIFICATE NUMBER:** 810842257 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC X OTHER: Professional Lia			005NC000026323	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH OCCURRENCE	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 313922	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			005NC000026323	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYP ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313921	6/1/2024	6/1/2025	X PER ☐ OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 1,000,000 $ 1,000,000
C	Personal Property			RHYD601532	6/6/2024	6/6/2025	Limit	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1. Commercial General Liability: $1,000,000 Occurence & $6,000,000 Umbrella 2. Commercial Automobile Liability: $1,000,000 Occurence & $6,000,000 Umbrella 3. Professional Liability: $1,000,000 Occurence & $6,000,000 Umbrella

CERTIFICATE HOLDER

Durham VA Medical Center
508 Fulton Street
Durham NC 27705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SOSID: 1125746
Date Filed: 12/1/2009 9:54:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200932200075

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: MedEx Medical Transport Service, Inc.

2. The number of shares the corporation is authorized to issue is: 100,000

3. These shares shall be: ***(check either a or b)***

   a. ☑ all of one class, designated as common stock; or

   b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

5. The mailing address, ***if different from the street address,*** of the initial registered office is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

6. The name of the initial registered agent is: Donna C. Hurdle

7. Principal office information: ***(must select either a or b.)***

   a. ☑ The corporation has a principal office.

   The street address and county of the principal office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

   The mailing address, ***if different from the street address***, of the principal office of the corporation is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

   b. ☐ The corporation does not have a principal office.

BY-LAWS OF

MEDEX MEDICAL TRANSPORT SERVICE, INC.

TABLE OF CONTENTS

ARTICLE I

OFFICES

Section 1.1 Principal Office
Section 1.2 Registered Office
Section 1.3 Other Offices

ARTICLE II

MEETING OF SHAREHOLDERS

Section 2.1 Place of Meeting
Section 2.2 Annual Meetings
Section 2.3 Substitute Annual Meeting
Section 2.4 Special Meetings
Section 2.5 Notice of Meetings
Section 2.6 Voting Lists
Section 2.7 Quorum
Section 2.8 Voting Shares
Section 2.9 Informal Action By Shareholders

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 General Powers
Section 3.2 Number, Term and Qualifications
Section 3.3 Election of Directors
Section 3.4 Voting for Directors
Section 3.5 Removal
Section 3.6 Vacancies
Section 3.7 Chairman
Section 3.8 Compensation
Section 3.9 Executive Committee

ARTICLE IV

MEETINGS OF DIRECTORS

Section 4.1 Regular Meetings
Section 4.2 Special Meetings
Section 4.3 Notice of Meetings
Section 4.4 Quorum
Section 4.5 Manner of Acting

Section 4.6 Informal Action by Directors or a Committee

ARTICLE V

OFFICERS

Section 5.1 Officers of the Corporation
Section 5.2 Appointment and Term
Section 5.3 Removal
Section 5.4 Compensation
Section 5.5 President
Section 5.6 Vice President
Section 5.7 Secretary
Section 5.8 Treasurer

ARTICLE VI

CONTRACTS

Section 6.1 Contracts
Section 6.2 Loan

ARTICLE VII

SHARES

Section 7.1 Certificates for Shares
Section 7.2 Stock Transfer Books
Section 7.3 Record Date
Section 7.4 Lost Certificates

ARTICLE VIII

CONTROL

Section 8.1 Directors
Section 8.2 Remedy for Deadlock of Directors
Section 8.3 Officers
Section 8.4 Major Corporate Decisions

ARTICLE IX

INTENTIONALLY OMITTED

ARTICLE X

INDEMNIFICATION

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Dividends
Section 11.2 Seal
Section 11.3 Waiver of Notice
Section 11.4 Amendments
Section 11.5 Business Year

BY-LAWS
OF
MEDEX MEDICAL TRANSPORT SERVICE, INC.

ARTICLE I
OFFICES

Section 1.1 Principal Office: The principal office of the corporation shall be located at 450 Hwy 461, Ahoskie, Hertford County, North Carolina 27910.

Section 1.2 Registered Office: The registered office of the corporation required by law to be maintained in the State of North Carolina shall be 450 Hwy 461, Ahoskie, Hertford County, North Carolina 27910

Section 1.3 Other Offices: The corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may from time to time determine, or as the affairs of the corporation may require.

ARTICLE II
MEETING OF SHAREHOLDERS

Section 2.1 Place of Meeting: All meetings of shareholders shall be held at the principal office of the corporation, or at such other place, either within or without the State of North Carolina, as shall be designated by the Board of Directors in the notice of the meeting.

Section 2.2 Annual Meetings: The annual meeting of the shareholders shall be held at the principal office on the 1st day of April of each year hereafter, if not a legal holiday, but if a legal holiday, then on the next day following the legal holiday, for the purpose of electing directors of the corporation and for the transaction of such other business as may be properly brought before the meeting.

Section 2.3 Substitute Annual Meeting: If the annual meeting shall not be held on the day designated by these By-Laws, a substitute annual meeting may be called in accordance with the provisions of Section 2.4. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.4 Special Meetings: Special meetings of the shareholders may be called at any time by the President, Vice President, Secretary or Board of Directors of the corporation, and shall be called pursuant to the written request of the holders of

not less than one-tenth of all the shares entitled to vote at the meeting unless the corporation is or becomes a "public corporation", as defined by the North Carolina Business Corporation Act.

Section 2.5 Notice of Meetings: Written or printed notice stating the time and place of the meeting shall be delivered not less than ten nor more than sixty days before the date thereof, either personally or by mail, by or at the direction of the President, Vice President, Secretary or other person calling the meeting, to each shareholder of record entitled to vote at such meeting.

In the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter, other than election of directors, on which the vote of shareholders is expressly required by the provisions of the North Carolina Business Corporation Act. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting was called.

Any shareholder may waive notice of any meeting before or after the date thereof as provided in the North Carolina Business Corporation Act. A shareholder's attendance at a meeting constitutes a waiver by such shareholder of (a) objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the notice of the meeting, unless the shareholder objects to considering the matter before it is voted upon.

Section 2.6 Voting Lists: Not later than two business days after the date of notice of shareholders meeting is first given, the Secretary of the corporation shall prepare an alphabetical list of the shareholders entitled to vote at such meetings, with the address of and the number of shares held by each, which list shall be kept on file at the registered office of the corporation for the period prior to such meeting.

Section 2.7 Quorum: The holders of a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at meetings of shareholders. If there is no quorum at the opening of a meeting of shareholders, such meeting may be adjourned from time to time by the vote of a majority of the shares voting on the motion to adjourn; and, at any adjourned meeting at which a quorum is present, any business may be

transacted which might have been transacted at the original meeting.

Section 2.8 Voting Shares: Each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. Except in the election of directors, the vote of a majority of the shares voted on any matter at a meeting of shareholders at which a quorum is present shall be the act of the shareholders on that matter, unless the vote of a greater number is required by law or by the Articles of Incorporation or By-Laws of this corporation.

Section 2.9 Informal Action By Shareholders: Any action which may be taken at a meeting of the shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the corporation to be kept in the Corporate Minute Book.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers: The business and affairs of the corporation shall be managed by the Board of Directors or by such Executive Committees as the Board may establish pursuant to these By-Laws.

Section 3.2 Number, Term and Qualifications: The number of directors of the corporation shall be two (2). The number of directors may be changed from time to time by the shareholders or by the Board of Directors. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be residents of the State of North Carolina or shareholders of the corporation.

Section 3.3 Election of Directors: Except as provided in Sections 3.2 and 3.6, the directors shall be elected at the annual meeting of voting shareholders; and those persons who receive the highest number of votes shall be deemed to have been elected. If any shareholders so demand, election of directors shall be by ballot.

Section 3.4 Voting for Directors: Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election of directors at a meeting at which a quorum is present. Except as provided in the Articles of Incorporation or as

required by applicable law, shareholders have no right to cumulate their votes for directors.

Section 3.5 Removal: A director may be removed from office with or without cause by a vote of shareholders of the voting group entitled to elect such directors, provided a quorum exists and the number of votes cast in favor of such removal exceeds the number of votes cast against such removal. A director may not be removed by the shareholders at a meeting unless the notice of the meeting states that a purpose of the meeting is removal of such director. If any directors are so removed, new directors may be elected at the same meeting.

Section 3.6 Vacancies: A vacancy occurring in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by the sole remaining director. The shareholders may elect a director at anytime to fill any vacancy not filled by the directors.

Section 3.7 Chairman: There may be a Chairman of the Board of Directors elected by the directors from their number at any meeting of the Board. The Chairman shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board.

Section 3.8 Compensation: The Board of Directors, in its discretion, may compensate directors for their services as such and may provide for the payment for all expenses reasonably incurred by directors in attending regular and special meetings of the Board or in the performance of their other duties as directors. Nothing contained herein, however, shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 3.9 Executive Committee: The Board of Directors may, by resolution adopted by a majority of the number of directors fixed by these By-Laws, designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the corporation.

ARTICLE IV
MEETINGS OF DIRECTORS

Section 4.1 Regular Meetings: An annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of shareholders. In addition, the Board of Directors may provide, by resolution, the time and place

either within or without the State of North Carolina, for the holding of the regular meetings.

Section 4.2 Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any three directors. Such meetings may be held either within or without the State of North Carolina.

Section 4.3 Notice of Meetings: Regular meetings of the Board of Directors may be held without notice.

The person or persons calling a special meeting of the Board of Directors shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 4.4 Quorum: A majority of the directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 4.5 Manner of Acting: Except as otherwise provided in Section 8 of these By-Laws, the affirmative vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The vote of a majority of the number of directors fixed by these By-laws shall be required to adopt a resolution constituting an Executive Committee. The vote of a majority of the directors then holding office shall be required to adopt, amend or repeal a By-Law, or to adopt a resolution dissolving the corporation without action by the shareholders. Vacancies in the Board of Directors may be filled as provided in Section 3.6.

Section 4.6 Informal Action by Directors or a Committee: Action taken by the directors or by a committee without a meeting is nevertheless action of the Board of Directors or the Committee if one or more written consents to the action in question is signed by all of the directors or committee members, as the case may be, and filed with the minutes of the proceedings of the Board or Committee, whether done before or after the action so taken.

ARTICLE V
OFFICERS

Section 5.1 Officers of the Corporation: The officers of the corporation shall consist of a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person, but no officer may act in more than one capacity where the action of two or more officers is required.

Section 5.2 Appointment and Term: The officers of the corporation shall be appointed by the Board of Directors. Such appointments may be held at any regular or special meeting of the Board. Each officer shall hold office until his death, resignation, retirement, removal disqualification, or his successor is appointed and qualified.

Section 5.3 Removal: Any officer or agent appointed by the Board of Directors may be removed at any time by the Board with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.4 Compensation: The compensation of all officers of the corporation shall be fixed by or in a manner prescribed by the Board of Directors.

Section 5.5. President: The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and control the management of the corporation in accordance with these By-Laws. The President shall, when present, preside at all meetings of shareholders. The President shall sign with any other proper officer, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts or other instruments which may be lawfully executed on behalf of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

The President with the Treasurer may also have the custody of all funds and securities belonging to the corporation and may receive, deposit and disburse the same under direction of the Board of Directors.

Section 5.6 Vice President: The Vice President shall, in the absence, death or disability of the President, perform the

duties of President. The Vice President may, also, sign, with the Secretary or Treasurer, legal documents of the corporation when so authorized by the Board of Directors and shall perform such other duties as from time to time may be assigned to the Vice President by the President or the Board of Directors.

Section 5.7 Secretary: The Secretary shall keep accurate records of the acts and proceedings of all meetings of shareholders and directors. The Secretary shall give all notices required by law and by these By-Laws. The Secretary shall have general charge of the corporate books and records and of the corporate seal, and the Secretary shall affix the corporate seal to any lawfully executed instrument requiring it. The Secretary shall have general charge of the stock transfer books of the corporation and shall keep, at the registered or principal office of the corporation, a record of shareholders showing the name and address of each shareholder and the number and class of the shares held by each. The Secretary shall sign such instruments as may require the signature of the Secretary and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to the Secretary from time to time by the President or by the Board of Directors.

Section 5.8 Treasurer: The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all moneys in the name of the corporation in such depositories as shall be selected by the Board of Directors; (b) maintain appropriate accounting records as required by law; (c) prepare, or cause to be prepared, annual financial statements of the corporation that include a balance sheet as of the end of the fiscal year and an income and cash flow statement for that year, which statements, or written notice of their availability, shall be mailed to each shareholder within ninety (90) days after the end of such fiscal year; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be prescribed by the President or by the Board of Directors.

ARTICLE VI
CONTRACTS

Section 6.1 Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 6.2 Loan: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

ARTICLE VII
SHARES

Section 7.1 Certificates for Shares: Unless the Board of Directors authorizes the issue of some or all of the shares of stock without certificates, certificates representing shares of the corporation shall be issued, in such form as the Board of Directors shall determine, to every shareholder for the fully paid shares owned by him or her. These certificates shall be signed by the President or a Vice President and the Secretary or Assistant Secretary. They shall be consecutively numbered and the name and address of the person to whom they are issued, with the number of shares and date of issue shall be entered on the stock transfer book of the corporation.

Section 7.2 Stock Transfer Books: Transfer of shares shall be made on the stock transfer books of the corporation only upon surrender of the certificates for the shares sought to be transferred by the record holder thereof or by his duly authorized agent, transferee or legal representative, or as otherwise provided by applicable law. All certificates surrendered for transfer shall be canceled before new certificates for the transferred shares shall be issued.

Section 7.3 Record Date: For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a future date as the record date for one or more voting groups for any such determination of shareholders, such record date in any case to be not more than thirty (30) days immediately preceding the date of the meeting or the date on which the particular action, requiring such determination of shareholders, is to be taken.

If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, the close of business on the day before the date on which notice of the meeting is first mailed to shareholders shall be the record date for such determination of shareholders.

A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a

new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than thirty (30) days after the date fixed for the original meeting.

Section 7.4 Lost Certificates: The Board of Directors may authorize the issuance of a new share certificate in place of a certificate claimed to have been lost, destroyed or wrongfully taken, upon receipt of an affidavit of such fact from the person claiming the loss or destruction. When authorizing such issuance of a new certificate, the Board may require the claimant to give the corporation a bond in such sum and with such sureties as it may direct to indemnify the corporation against loss from any claim with respect to the certificate claimed to have been lost, destroyed or wrongfully taken; or the Board may, by resolution reciting that the circumstances justify such action, authorize the issuance of the new certificate without requiring such a bond with respect to a certificate claimed to have been lost or destroyed. Any such authorization by the Board of Directors may be general or confined to specific instances. Nothing herein shall require the Board of Directors to authorize the issuance of any such replacement certificate under any circumstances in which the corporation is not required to issue such certificate, this provision being permissive and not mandatory.

ARTICLE VIII
CONTROL

Section 8.1 Directors: Pursuant to N.C.G.S. §55-7-31(a), all of the shareholders agree to and shall vote their shares to or by written consent to elect Donna C. Hurdle and _____ to the Board of Directors of the corporation. At such time that any one of these named persons is no longer a shareholder of the corporation, then this voting agreement shall no longer apply to that named person. This provision shall be effective for a period of ten (10) years from the date of these By-Laws, or ten (10) years from the date of the last of any written extension of these By-Laws executed by all of the shareholders. The shareholders agree to amend the By-laws of the corporation to the extent necessary to give effect to this paragraph.

Section 8.2 Remedy for Deadlock of Directors. If, due to the fact that the corporation has an even number of shareholders holding an equal number of shares or the Directors of the corporation are determined by the terms of these By-Laws, the Directors elected by the shareholders are deadlocked in the management of the corporation and the shareholders are unable to break the deadlock so that the business of the corporation can no longer be conducted to the advantage of all of the shareholders, then each shareholder shall have the right to offer such shareholder's stock for sale, pursuant to the provisions of Section

9.1 of these By-Laws. In the event that the deadlock is not resolved by the exercise of the provisions of Section 9.1 of these By-Laws, or if a majority of the shareholder elect to waive the provisions of Section 9.1 of these By-Laws in the event of a deadlock, then the parties hereto shall submit to arbitration any and all matters concerning, directly or indirectly, the affairs, conduct, operation or management of the corporation for which there exists a deadlock. Each Director shall select one person whom that Director believes has the necessary expertise to facilitate the settlement of the dispute to serve as an arbitrator. Those persons selected shall then select another person with the same or similar qualifications. The arbitration procedure provided herein shall be subject to the Uniform Arbitration Act of the General Statutes of North Carolina (Section 1-567.1 et seq.). Upon a finding that such a deadlock does exist among the Directors of the corporation, and without limiting any other award or remedy which may be proper, the award of a majority of the arbitrators may provide that the stock of such shareholder or shareholders as the arbitrators designate be sold at the highest price offered in competitive bidding to the shareholder or shareholders designated by the arbitrators to bid for that stock.

Section 8.3 Officers. The undersigned, as Directors, shall vote to elect Donna C. Hurdle as President,_____ as Vice President and _____ as Secretary/Treasurer for so long as these elected persons are shareholders or until such time as they resign from such office or agree otherwise.

Section 8.4 Major Corporate Decisions. Notwithstanding the provisions of Section 4.5, no act shall be taken or sum expended or obligation incurred by the corporation with respect to a matter within the scope of major decisions (hereinafter referred to as a "Major Decision") affecting the corporation unless such Major Decision has been approved by the unanimous vote of the Directors then holding office. Major Decisions shall be defined to be the following:

A. Selling corporation assets, except in the ordinary course of business;

B. Lending money or guaranteeing payment or performance of obligations of others;

C. Aggregate capital expenditure or a related series of capital expenditures in excess of $10,000.00 in any fiscal year;

D. Borrowing money for the corporation from banks, other lending institutions, Directors, Officers or affiliates of the Director or Officers, and in connection therewith, to hypothecate, encumber and grant security interest in the assets of

the corporation to secure repayment of the borrowed sums. No debts shall be contracted or liability incurred by or on behalf of the corporation by the Officers, or by agents or employees of the corporation expressly authorized to contract such debt or incur such liability by the Directors, except in compliance with this section;

E. Merging the corporation into or with another corporation, or acquiring the assets or stock of another corporation or the assets of any partnership;

F. Payment of compensation to any officer or shareholder.

ARTICLE IX
INTENTIONALLY OMITTED

ARTICLE X
INDEMNIFICATION

Except as otherwise provided in the Articles of Incorporation, any person who at any time serves or has served as a director of the corporation shall have a right to be indemnified by the corporation to the fullest extent permitted by law against (a) expenses, including reasonable attorney's fees, actually and necessarily incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, or whether or not brought by or on behalf of the corporation, arising out of his or her status as such director, or his or her status as an officer, employee or agent of the corporation, or his or her service, at the request of the corporation, as a director, officer, partner, trustee, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise or as a trustee or administrator under an employee benefit plan or his or her activities in any of the foregoing capacities, and (b) any liability incurred by him, including without limitation, satisfaction of any judgment, money decree, fine (including any excise tax assessed with respect to an employee benefit plan), penalty or settlement, for which he or she may have been liable in connection with any such action, suit or proceeding. The Board of Directors of the corporation shall take all such action as may be necessary and appropriate to authorize the corporation to pay the indemnification required by this By-Law, including without limitation, to the extent necessary, (a) making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him or her and (b) giving notice to and obtaining approval by the shareholders of the corporation. Expenses incurred by a director in defending an action, suit or proceeding may be paid by the

corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director to pay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation against such expenses. Any person who at any time after the adoption of this By-Law serves or has served as director of the corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein, and any modification or repeal of these provisions for indemnification shall be prospective only and shall not affect any rights or obligations existing at the time of such modification or repeal. Such right shall inure to the benefit of the legal representatives of any such person, shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this By-Law, and shall not be limited by the provisions for indemnification in Section 55-8-51 through 55-8-56 or the North Carolina Business Corporation Act or any successor statutory provisions. Any person who is entitled to indemnification by the corporation hereunder shall also be entitled to reimbursement of reasonable costs, expenses and attorneys' fees incurred in obtaining such indemnification.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Dividends: The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law, by its Articles of Incorporation and by these By-Laws.

Section 11.2 Seal: The corporate seal of the corporation shall consist of two concentric circles between which is the name of the corporation and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the corporation.

Section 11.3 Waiver of Notice: Whenever any notice is required to be given to any shareholder or director under the provisions of the North Carolina Business Corporation Act or under the provisions of the Articles of Incorporation or By-Laws of this corporation, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 11.4 Amendments: Except as otherwise provided herein and except as limited or prohibited by the North Carolina Business Corporation Act, these By-Laws may be amended or repealed and new By-Laws may be adopted by the affirmative vote of an majority of

the directors then holding office at any regular or special meeting of the Board of Directors.

Section 11.5 Business Year: The business year of this corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

Section 11.6 Preparation of Agreement: The Shareholders each acknowledge that the Corporation's counsel prepared this Agreement on behalf of and in the course of his representation of the Corporation, as directed by its Board of Directors, and that:

(1) HE HAS BEEN ADVISED THAT A CONFLICT MAY EXIST BETWEEN HIS INTEREST AND THOSE OF THE CORPORATION AND THE SHAREHOLDERS;

(2) HE HAS BEEN ADVISED BY THE CORPORATION'S COUNSEL THAT THIS AGREEMENT MAY HAVE LEGAL AND TAX CONSEQUENCES;

(3) HE HAS RECEIVED NO REPRESENTATIONS FROM THE CORPORATION'S COUNSEL ABOUT THE LEGAL OR TAX CONSEQUENCES OF THIS AGREEMENT;

(4) HE HAS BEEN ADVISED BY THE CORPORATION'S COUNSEL TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND TAX COUNSEL; AND

(5) HE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND TAX COUNSEL.

Donna C. Hurdle - President

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Randall B. Pridgen-Incorporator

Battle,Winslow, Scott & Wiley, P.A.

P.O. Box 7100

Rocky Mount, NC 27804

10. These articles will be effective upon filing, unless a date and/or time is specified:

This the 17th day of Nov 200 9

MedEx Medical Transport Service, Inc.

Randall B. Pridgen

Signature

Randall B. Pridgen - Incorporator

Type or Print Name and Title

NOTES:

1. **Filing fee is $125. This document must be filed with the Secretary of State.**

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622

(Revised January, 2002) *(Form B-01)*

Attachment to Articles of Incorporation
Of
MedEx Medical Transport Service, Inc.

No person who is serving or who has served as a director of the corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of such breach knew or believed were clearly in conflict with the best interests of the corporation, (ii) any transaction from which the director derived an improper personal benefit, (iii) acts or omissions occurring prior to the effective date of this article or (iv) acts or omissions with respect to which the North Carolina Business Corporation Act does not permit the limitation of liability. As used herein, the term "improper personal benefit" does not include a director's reasonable compensation or other reasonable incidental benefit for or on account of his service as a director, officer, employee, independent contractor, attorney, or consultant of the corporation. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

ITEM #: VI.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Hold a Public Hearing on the need for emergency medical services in Lee County and the need for a franchise to cover those services.

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Public Hearing

REQUEST	Hold a Public Hearing on the need for emergency medical services in Lee County and the need for a franchise to cover those services.
BUDGET IMPACT	To Be Determined
ATTACHMENTS	N.C. Gen. Stat. _ 143-517.pdf GS_153A-250.pdf ARTICLE_III.___EMERGENCY_MEDICAL_SERVICES.pdf
PRIOR BOARD ACTION	The Board previously awarded a franchise agreement to FirstHealth of the Carolinas Inc., expiring June 30, 2026.
RECOMMENDATION	Hold a Public Hearing on the need for emergency medical services in Lee County and the need for a franchise to cover those services.

SUMMARY

North Carolina General Statute 143-517 requires each county to provide emergency medical services to its citizens. North Carolina General Statute 153A-250 allows counties, by ordinance, to franchise ambulance services provided in the county to the public. The ordinance can grant franchise to ambulance operators on terms set by the commissioners. Lee County,

through its Emergency Services Ordinances, grants franchises to vendors for emergency and non-emergency/convalescent calls within the county. North Carolina General Statute 153A-250 also requires the Board to hold a public hearing on the need for ambulance services. The public hearing notice shall be published once a week for two successive weeks prior to the hearing. County staff advertised the public hearing notice in The Sanford Herald on September 20, 2025 and September 27, 2025. Since 1997, the County has franchised with third-parties to provide emergency and non-emergency ambulance services in Lee County. The County's current franchise agreement with FirstHealth of the Carolinas Inc. expires June 30, 2026. In preparation of the contract expiring, staff sought applications from vendors and the EMS Advisory Committee has met and reviewed and discussed the applications. The EMS Advisory Committee recommended the County contract with FirstHealth of the Carolinas. A copy of the Ambulance Advisory Committee's meeting minutes are attached for reference. At this time, the Board should hold a public hearing on the need for ambulance services in Lee County and to grant a franchise to FirstHealth of the Carolinas.

N.C. Gen. Stat. § 143-517

Current through Session Laws 2025-68 of the 2025 Regular Session of the General Assembly, but does not reflect possible future codification directives from the Revisor of Statutes pursuant to G.S. 164-10.

General Statutes of North Carolina > Chapter 143. State Departments, Institutions, and Commissions. (Arts. 1 — 84) > Article 56. Emergency Medical Services Act of 1973. (§§ 143-507 — 143-520)

§ 143-517. Ambulance support; free enterprise.

Each county shall ensure that emergency medical services are provided to its citizens. Nothing in this Article affects the power of local governments to finance ambulance operations or to support rescue squads. Nothing in this Article shall be construed to allow infringement on the private practice of medicine or the lawful operation of health care facilities.

History

1973, c. 208, s. 11; 2001-220, s. 1.

Annotations

CASE NOTES

Governmental Immunity. —

Trial court properly granted the county summary judgment on the tort claims brought by a volunteer treasurer of a nonprofit emergency medical services provider where the county's decisions to assume operational control of the provider after its board resolved to cease operations and transfer the provider's vehicles were discretionary decisions satisfying its statutorily delegated responsibilities, and thus, the county had shown that governmental immunity barred the tort claims. Fuller v. Wake Cty., 254 N.C. App. 32, 802 S.E.2d 106, 2017 N.C. App. LEXIS 459 (2017).

General Statutes of North Carolina
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§ 153A-250. Ambulance services.

(a) A county may by ordinance franchise ambulance services provided in the county to the public at large, whether the service is based inside or outside the county. The ordinance may:

(1) Grant franchises to ambulance operators on terms set by the board of commissioners;
(2) Make it unlawful to provide ambulance services or to operate an ambulance in the county without such a franchise;
(3) Limit the number of ambulances that may be operated within the county;
(4) Limit the number of ambulances that may be operated by each franchised operator;
(5) Determine the areas of the county that may be served by each franchised operator;
(6) Establish and from time to time revise a schedule of rates, fees, and charges that may be charged by franchised operators;
(7) Set minimum limits of liability insurance for each franchised operator;
(8) Establish other necessary regulations consistent with and supplementary to any statute or any Department of Health and Human Services regulation relating to ambulance services.

Before it may adopt an ordinance pursuant to this subsection, the board of commissioners must first hold a public hearing on the need for ambulance services. The board shall cause notice of the hearing to be published once a week for two successive weeks before the hearing. After the hearing the board may adopt an ordinance if it finds that to do so is necessary to assure the provision of adequate and continuing ambulance service and to preserve, protect, and promote the public health, safety, and welfare.

If a person, firm, or corporation is providing ambulance services in a county or any portion thereof on the effective date of an ordinance adopted pursuant to this subsection, the person, firm, or corporation is entitled to a franchise to continue to serve that part of the county in which the service is being provided. The board of commissioners shall determine whether the person, firm, or corporation so entitled to a franchise is in compliance with Chapter 131E, Article 7; and if that is the case, the board shall grant the franchise.

(b) In lieu of or in addition to adopting an ordinance pursuant to subsection (a) of this section, a county may operate or contract for ambulance services in all or a portion of the county. A county may appropriate for ambulance services any revenues not otherwise limited as to use by law, and may establish and from time to time revise schedules of rates, fees, charges, and penalties for the ambulance services. A county may operate its ambulance services as a line department or may create an ambulance commission and vest in it authority to operate the ambulance services.

(c) A city may adopt an ordinance pursuant to and under the procedures of subsection (a) of this section and may operate or contract for ambulance services pursuant to subsection (b) of this section if (i) the county in which the city is located has adopted a resolution authorizing the city to do so or (ii) the county has not, within 180 days after being requested by the city to do so, provided for ambulance services within the city pursuant to this section. Any action taken by a city pursuant to this subsection shall apply only within the corporate limits of the city.

If a city is exercising a power granted by this subsection, the county in which the city is located may thereafter take action to provide for ambulance service within the city, either under subsection (a) or subsection (b) of this section, only after having given to the city 180 days'

notice of the county's intention to take action. At the end of the 180 days, the city's authority under this subsection is preempted by the county.

(d) A county or a city may contract with a franchised ambulance operator or with another county or city for ambulance service to be provided upon the call of a department or agency of the county or city. A county may contract with a franchised ambulance operator for transportation of indigents or persons certified by the county department of social services to be public assistance recipients.

(e) Each county or city operating ambulance services is subject to the provisions of Chapter 131E, Article 7 ("Regulation of Emergency Medical Services"). (1967, c. 343, s. 5; 1969, c. 147; 1973, c. 476, s. 128; c. 822, s. 1; 1997-443, s. 11A.118(a); 2002-159, s. 51.)

ARTICLE III. EMERGENCY MEDICAL SERVICES[1]

DIVISION 1. GENERALLY

Sec. 10-61. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ambulance means any publicly or privately owned vehicle that is specifically designed, constructed or modified and equipped, and is intended to be used for, and is maintained or operated for, the transportation upon the streets and highways in this state, of persons who are sick, injured, wounded or otherwise incapacitated or helpless.

Ambulance services means any publicly or privately owned enterprise engaged in the transportation of patients of emergency and nonemergency status to medical facilities.

Ambulance advisory committee means the committee the board of commissioners has authorized the manager to appoint which should consist of the Lee County Office of emergency services director, two members of the healthcare field and two members with EMS knowledge.

Backup ambulance service means the system of personnel and equipment meeting the same criteria as ambulance service, but not normally dispatched at first call response.

Committee means the county's ambulance advisory committee.

County means the county board of commissioners, or its designated representative.

Department means the office of emergency medical services, which is regulated by the health service regulation assistance, a division of the North Carolina Department of Health and Human Services.

Dispatcher means an emergency telecommunicator who has completed an educational program approved by their employing agency and has been credentialed by said agency, whose duty is to dispatch emergency services and to advise the Sanford Police Department, Lee County Sheriff's Office and emergency medical facilities of any existing or threatened emergencies. The Sanford Police Department serves as the primary Public-Safety Answering Point (PSAP) and the Lee County Sheriffs Office serves as the secondary PSAP.

Emergency medical services means services rendered by emergency medical services personnel responding to improve the health and wellness of the community and to address the individual's need for emergency medical care within the scope of practice as defined by the North Carolina Medical board, in accordance with state law in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

[1]Editor's note(s)—Emergency medical services, G.S. 143-507 et seq; authority of county to franchise ambulance services, G.S. 153A-250; making false ambulance request, G.S. 14-286.1; regulation of ambulance services, G.S. 131E-155 et seq.

Emergency services personnel means all the personnel defined herein as an emergency medical dispatcher, emergency medical technician-paramedic, emergency medical technician-advanced, emergency medical technician, emergency medical services instructor or medical responder.

Emergency medical technician (EMT) means an individual who has completed an educational program for emergency medical technician certification, and is so certified by the department.

Emergency medical technician-advanced means an individual who has completed an educational program in emergency medical care approved by the department and has been credentialed as an emergency medical technician-advanced by the department.

Emergency medical technician-paramedic means an individual who has completed an educational program in emergency medical care approved by the department and has been credentialed as an emergency medical technician-paramedic by the department.

EMS provider means a firm, a corporation or association which engages in or professes to provide emergency medical services.

First responder means the first dispatched medical or rescue aid to arrive at the scene and provide emergency medical assistance to stabilize the patient while waiting for further medical aid and/or transport.

Franchise means a permit issued by the county to a corporation or other legal entity for the operation of an ambulance service.

Franchisee means any corporation or other legal entity having been issued a franchise by the county for the operation of an ambulance service.

License means any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the state.

Medical responder means an individual who has completed an educational program in emergency medical care and first aid approved by the department and has been credentialed as a medical responder by the department.

Nonemergency transportation service means the operation of an ambulance for any purpose other than an emergency.

Office of emergency services means the county's office of emergency services. The emergency services director serves as the department director and the department's mission is to develop and maintain a comprehensive emergency management program in order to reduce or eliminate the vulnerability of citizens to natural and/or manmade hazards and to respond quickly and appropriately to emergencies, if they arise.

Operator means a person in actual physical control of an ambulance which is in motion or which has the engine running.

Owner means a legal entity, authorized to do business in the State of North Carolina by the Secretary of State, which owns and operates an ambulance service.

Patient means an individual who is sick, injured, wounded or otherwise incapacitated or helpless where some medical assistance is anticipated, may be needed, or delivered.

Person means any individual, firm, partnership, association, corporation or organization of any kind, including any government agency other than the United States.

Rescue means situations where the victim cannot escape an area through the normal exit or under his/her own power.

State means the State of North Carolina.

(Ord. of 8-16-2021)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 10-62. Penalties for violation of article.

(a) It shall be a misdemeanor for any person to obtain or receive ambulance service without intending at the time of obtaining or receiving such services to pay, if financially able, the necessary charges. A determination that the recipient of such services has failed to pay for the services rendered for a period of 90 days after a request for payment, and that the recipient is financially able to do so, shall raise a presumption that the recipient of the services did not intend to pay for the services at the time they were obtained or received.

(b) Violations of section 10-62(a) shall be a misdemeanor as provided by G.S. 14-4. Each such violation, or a violation of the terms of any franchise granted under this article, also shall subject the offender to a civil penalty in the amount of $100.00 for each separate breach of the franchise or violation of this article. This civil penalty must be paid within ten days after the hearing on the citation has been held as provided in section 10-94(b). If not so paid, such penalty may be recovered by the county as provided by G.S. 153A-123(c). If the civil penalty is not paid within the ten days, as provided for in this subsection, the county may suspend or revoke the franchise.

(Ord. of 8-16-2021; Ord. of 5-16-2022, § 9)

Sec. 10-63. Inspections to ensure compliance.

The county may inspect a franchisee's records, premises and equipment at any time in order to ensure compliance with this article and any franchise granted under this article.

(Ord. of 8-16-2021)

Sec. 10-64. Territorial jurisdiction.

The provisions of this article shall apply to all unincorporated areas within the geographic confines of the county, and to such incorporated areas as may, by resolution, permit this article to be applicable within such incorporated areas.

(Ord. of 8-16-2021)

Sec. 10-65. Enforcement of article; enforcing agency; duties.

The ambulance advisory committee shall be the enforcing agency for the regulations contained in this article. The committee will:

(1) Receive all franchise proposals from potential providers.

(2) Study each proposal for conformance to this article.

(3) Designate the emergency services director, or his/her designee, as the liaison for all reviews and meetings of the franchisee holder.

(4) Recommend to the board of commissioners the award of the franchise to the applicant submitting the best proposal to serve the county's citizens.

(5) Inspect the premises, vehicles, equipment and personnel of the franchise to ensure compliance to this article and perform any other inspections required.

(6) Recommend the temporary or permanent suspension of a franchise in the event of noncompliance with the franchise terms of this article. Recommend the imposition of misdemeanor or civil penalties as applicable.

(7) Ensure by cooperative agreement with other ambulance services the continued service in a district where an ambulance service franchise has been suspended.

(8) Receive monthly reports from franchisee and consolidate the reports into a quarterly summary for review by the county.

(9) Receive complaints from the public, other agencies and ambulance services regarding violations of law, breaches of contract or inappropriate actions, and, where applicable, take corrective action.

(10) Recommend improvements to the county which will ensure better medical transportation.

(11) Maintain all records required by this article and other applicable county laws, rules and regulations.

(Ord. of 8-16-2021)

Secs. 10-66—10-90. Reserved.

DIVISION 2. AMBULANCE FRANCHISE

Sec. 10-91. Permits and certificates required; exemptions.

(a) No person either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of patients within the county unless the person holds a valid permit for each ambulance used in such business or service issued by the department and has been granted a franchise for the operation of such business or service by the county pursuant to this article.

(b) No person shall drive an ambulance, attend a patient in one, or permit one to be operated when transporting a patient within the county unless he/she holds a currently valid certification as a paramedic, advanced EMT, or EMT, issued by the State of North Carolina except under emergency circumstances.

(c) No franchise shall be required for:

(1) Any entity rendering assistance to a franchised ambulance service in the case of a major catastrophe or emergency with which the services franchised by the county are insufficient or unable to cope;

(2) Any entity operating from a location or headquarters outside the county in order to transport patients who are picked up beyond the limits of the county, however, no such entity shall be used to pick up patients within the county for transporting to locations within the county or other locations unless it is rendering assistance as referred to in subsection (c)(1) of this section;

(3) Any ambulance operated by law enforcement personnel;

(4) Any ambulance services operating or contracting under the Veteran's administration; or

(5) An ambulance service operated by the county.

(Ord. of 8-16-2021)

Sec. 10-92. Application.

Application for a franchise to operate ambulances in the county shall be made upon forms prepared by the county and shall include:

(1) The name and address of the applicant and of the owner of the ambulance.

(2) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name.

(3) A resume of the training and experience of the applicant in the transportation and care of patients.

(4) A description and copy of state certification for each ambulance owned and operated by the applicant.

(5) The location and description of the places from which it is intends to operate;

(6) An audited financial statement of the applicant as it pertains to the operations in the county, if requested by the county. The financial statement shall be in a form and include all details as required by the county.

(7) A full description of the type and level of service to be provided, including the location of the places from where it intends to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched.

(8) Any other information the county deems reasonably necessary for a fair determination of the capability of the applicant to provide ambulance service in the county in accordance with the requirements of state laws and the provisions of this article.

(9) A full description of how each component listed in the North Carolina Administrative Code are being accomplished.

(Ord. of 8-16-2021)

Sec. 10-93. Granting.

(a) *Emergency and nonemergency transportation service.* An applicant may apply for a franchise to operate both emergency transportation services and non-emergency transportation services, however, the county may require an applicant to operate both. The county won't object if the franchisee subcontracts for non-emergency transport services.

(b) *Hearing and investigation of applicant(s).* Upon receipt of an application for a franchise, the county will schedule a time and place for hearing the applicant(s). Within 30 days, the county will conduct an investigation of the applicant(s) and the proposed operations.

(c) *Conditions of granting.* A franchise may be granted if the county finds:

(1) Public convenience and necessity require the proposed ambulance service and a need exists for the proposed service to improve the level of ambulance services available to residents of the county, and this is a reasonable and cost-effective manner of meeting the need.

(2) Each ambulance of the applicant is permitted by the North Carolina Office of Emergency Medical Services.

(3) Only North Carolina credentialed paramedics, advanced EMTs, and EMTs may be employed.

(Ord. of 8-16-2021)

Sec. 10-94. Term; civil penalty for violation; suspension, revocation or termination.

(a) The county may issue a franchise under this article to an owner of an ambulance service, to be valid for a term to be determined by the county, provided either party, at its option, and without cause, may terminate the franchise upon six months prior written notice to the other party. After a notice of service termination is given, the ambulance service must reapply for a franchise, if continued service is desired.

(b) Upon suspension, revocation or termination of a franchise granted under this article, such franchised ambulance services shall immediately cease operations. Upon suspension, revocation or termination of paramedics, advanced EMTs, or EMTs' credentials or driver's license, such person shall cease to drive an ambulance or provide medical care in conjunction with an ambulance service.

(Ord. of 8-16-2021)

Sec. 10-95. Standards generally.

(a) Each franchised ambulance service shall comply at all times with the requirements of this article, the franchise granted under this article, and all applicable state and local laws relating to the health, sanitation, safety, equipment and ambulance design, and all other laws and ordinances.

(b) Prior, written approval of the county shall be required where ownership or control of more than ten percent of the right of control of the franchisee is acquired by a person or group of persons acting in concert, none of whom own or control ten percent or more of such right of control, singularly or collectively, at the date of the franchise. By its acceptance of the franchise, the franchisee specifically agrees any such acquisition, occurring without prior, written approval of the county, shall constitute a violation of the franchise and shall be cause for termination immediately at the option of the county.

(c) Any change of ownership of a franchised ambulance service without the prior, written approval of the county shall terminate the franchise and shall require a new application and a new franchise in conformance with all the requirements of this article as upon original franchising.

(d) No franchise may be sold, assigned, mortgaged or otherwise transferred without the prior, written approval of the county and a finding of conformance with all requirements of this article as upon original franchising. Each franchised ambulance service, its equipment and the premises designated in the application and all records relating to maintenance and operations shall be open to inspection by the state, the county or their designated representatives.

(Ord. of 8-16-2021)

Sec. 10-96. Standards for vehicles and equipment.

Vehicles and equipment shall be maintained and in compliance at all times as required by law and permitted by the North Carolina State Office of Emergency Medical Services.

(Ord. of 8-16-2021)

Sec. 10-97. Insurance.

(a) No ambulance franchise shall be issued under this article, nor shall such franchise be valid after issuance, nor shall any ambulance be operated in the county unless there is at all times in full force and effect insurance coverage, issued by an insurance company licensed to do business in the state, for each and every

ambulance owned and/or operated by or for the ambulance service providing for the payment of damages as follows:

(1) At least $1,000,000.00 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the ambulance was being driven by the owner or his agent; and

(2) At least $1,000,000.00 for the loss of or damage to the property of another, including personal property, under like circumstances, in sums as may be required by the state or as approved by the county.

(3) At least $6,000,000.00 beyond the $1,000,000.00 for each of the requirements listed herein.

(4) At Least $2,000,000.00 per occurrence for professional liability coverage covering all EMTs, paramedics, first responders, medical director(s), assistant medical directors, and all staff resulting in any bodily injury or personal injury resulting from the rendering or failure to render services pursuant to this article.

(5) Franchisee must annually supply a certificate of insurance for all requirements contained within this section. Additionally, franchisee must immediately notify the county if franchisee's insurance lapses for any reason.

(b) A franchisee shall indemnify and hold harmless the county for everything under this article. Unless the county has provided prior, written approve, the franchisee shall name the county as additional insured.

(Ord. of 8-16-2021)

Sec. 10-98. Rates and charges.

(a) Each franchisee shall submit a schedule of rates to the county for approval, and shall not charge more or less than the approved rates without prior, written authorization of the county.

(b) No ambulance service shall attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to secure guarantee of payment with the family or guardian of the patient once the patient is in the process of receiving medical attention.

(c) Only for nonmedically necessary transports, can a person be required to pay for transportation to a nonemergency facility in advance of the ambulance trip.

(Ord. of 8-16-2021)

Sec. 10-99. Emergency medical services mutual aid.

(a) The board of commissioners has a strong desire to promote the safety of all citizens and visitors and therefore endorses the guidelines for emergency medical services mutual aid.

(b) Nothing in this section shall be construed to make any county or its departments or agents responsible for the payment or collection of emergency medical service with its base of operation located in any other county other than its own, except that a county requesting mutual aid in a disaster should make provision to reimburse the assisting county for expenses (limited to fuel, food and lodging) incurred as a result of the disaster response. Counties may elect to reimburse further expenses, to be judged on an individual basis.

(c) The board of commissioners authorizes mutual aid to surrounding counties in the use of the county gas pump for emergency vehicles coming through the county when gas stations are closed. The county shall be reimbursed for such costs.

(Ord. of 8-16-2021)

Secs. 10-100—10-130. Reserved.

ITEM #: VI.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Hold First Reading of the EMS Franchise Ordinance

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Hold First Reading of the EMS Franchise OrdinanceÂ and authorize Staff to begin contract negotiations.
BUDGET IMPACT	To Be Determined
ATTACHMENTS	N.C. Gen. Stat. _ 153A-46 (1).pdf EMS August 28 Meeting Minutes.pdf
PRIOR BOARD ACTION	The Board held a public hearing on prior to the first reading.
RECOMMENDATION	Hold First Reading of the EMS Franchise Ordinance and authorize Staff to begin contract negotiations.

SUMMARY

Pursuant to North Carolina General Statute 153A-46, no ordinance granting a franchise may be finally adopted until it has passed at two regular meetings of the Board of Commissioners. After conducting the required public hearing, the Board can approve the first reading of the franchise ordinance. Attached, please find a copy of the DRAFT minutes from the Ambulance Advisory Committee meeting held on August 28, 2025 and details the Committee's recommendation of FirstHealth to the Board of Commissioners. The minutes are in draft format as they have not been officially approved by the Committee yet.

N.C. Gen. Stat. § 153A-46

Current through Session Laws 2025-68 of the 2025 Regular Session of the General Assembly, but does not reflect possible future codification directives from the Revisor of Statutes pursuant to G.S. 164-10.

General Statutes of North Carolina > Chapter 153A. Counties. (Arts. 1 — 24) > Article 4. Form of Government. (Pts. 1 — 4) > Part 3. Organization and Procedures of the Board of Commissioners. (§§ 153A-39 — 153A-57)

§ 153A-46. Franchises.

No ordinance making a grant, renewal, extension, or amendment of any franchise may be finally adopted until it has been passed at two regular meetings of the board of commissioners. No such grant, renewal, extension, or amendment may be made except by ordinance.

History

1973, c. 822, s. 1.

General Statutes of North Carolina
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EMS Advisory Committee
Gordon Wicker Room
106 Hillcrest Drive
Sanford, NC 27330

August 28, 2025
MINUTES

Present: Jessica Miller, Michael Gardner, Robbie Wilkins, Tim Lawson and Mary Hawley Oates. Also present were Lee County Assistant County Manager, Jennifer Gamble, County Attorney Whitney Parrish and Deputy County Attorney Elizabeth Boone.

The meeting was opened at 10:13 a.m. Whitney Parrish welcomed the attendees.

Ms. Oates made a motion to approve the August 5, 2025 meeting minutes.
Ayes: Miller, Gardner, Wilkins, Lawson and Oates
No: None

Whitney Parrish informed the Committee members that a copy of the vendor's answers to the latest round of questions had been emailed to the members and were a printed copy was at each member's seat. Jessica Miller asked if the members had any final lingering questions of the vendors. Everyone indicated their answers had been addressed.

Mrs. Miller then indicated it was time to discuss the applications. She reminded the Committee that they are tasked with making a recommendation to the Board of Commissioners. She thanked both applicants and said she appreciated their time, but they have to select a vendor they think will best meet the emergency and non-emergency needs of the county.

Mrs. Miller stated that FirstHealth has provided emergency and non-emergency calls for many years in Montgomery, Chatham and Richmond counties and in Lee since 2021. The system has a track record for running emergency 911 calls with ALS and BLS services and has done so in Lee County the last five years meeting its required average minimum response time. We acknowledge that outlying areas of the County have longer response times and will urge the awardee to work to better those response times in areas of the County that are farther

from the City center. While MedEx's optional plan would allow for another base in the County to try to reach these areas, we have concerns about the length of time it would take to locate, secure and open it. For purposes of this proposal, however, while it is a good idea, that is only if the optional plan is chosen.

We acknowledge MedEx's willingness to run emergency 911 calls, but there is an absence of sole history of E911 back up along scarcity of primary response to advanced level calls in franchised areas. We also recognize the benefit of their secondary response to Forsyth County and the positive working relationship that is provided there along with the state emergency contract and high demand interfacility transport. However, we feel there is a variance in running sole primary response emergency 911 calls daily and providing emergency backup. Those fundamental requirements are significant.

While FirstHealth's fleet and staff are approximately half the size of MedEx, FirstHealth has extensive experience for providing primary E911 response for the geographic region including Lee County. We appreciate that MedEx also has a large, newer fleet, and an ongoing order for new vehicles, however, their fleet is more spread out across the state from Ahoskie to Greenville, with the closest backup truck being near Crabtree in Wake County.

MedEx reports a 5% staff vacancy rate with a 8.7% turnover rate. FirstHealth reports a 2% staff vacancy rate and 11% turnover rate.

FirstHealth has established a first responder program in Lee County. A few fire departments are utilizing the program. They recognize some departments do not have staff available or may not be interested but they have at least one established that can be used by any agency, when they are ready. These programs offer a higher service for response where utilized. MedEx indicated while they are willing to start a first responder program, they have not had to do a lot with the programs and also acknowledge the challenges with finding volunteers. One advantage to MedEx is their in-house training for staff. First Health also offers in-house paramedic academy for training.

FirstHealth provides 12-hour shifts to Lee County EMS employees. This staffing model is something the previous committee changed at the last application process because 12-hour shifts allow employees to be better rested and alert during their shifts. MedEx offers 24/72-hour shift schedules.

DRAFT

One concern with MedEx is the proposed peak time usage of trucks and staff as defined by its software program. We recognize this is based on past and ongoing demand time. A large emergency or hazardous event could produce shortages within the county if the event happens outside of normal defined peak times. While we acknowledge that this is only one of two funding options, the addition of requested performance incentive measures to reward adequate staffing and enhancement of response times leaves the perception of adequacy without reward over motivational advancement. While having at risk performance measures adds motivation for performance improvement.

We also recognize that a concern with FirstHeath's proposal is associated with the cost of providing an equivalent service and an unclear path on providing options for enhanced service levels. However, while MedEx offers an equivalent service at a smaller price, there are many unknowns with MedEx due to a lack of equivalent comparable service history.

We understand our recommendation will now go to the BOC. We do want to say, no matter what happens at the BOC meetings, we do hope there might be a way MedEx and FirstHealth can both be utilized in our community to provide better services to our citizens. It seems MedEx has determined there is a need for interfacility transports, and hopefully two vendors can find a way for MedEx to help fill that need. Currently neither applicant is working with our local hospital for interfacility and convalescent transport and while it is not what the County is seeking under this request, it is a much needed service in Lee County that we urge our hospital to consider.

Jessica Miller made a motion to recommend moving forward with the proposal submitted by FirstHealth upon satisfactory agreement to any terms and conditions included in the franchise contract.
Ayes: Miller, Gardner, Wilkins, Lawson and Oates
No: None

Mary Hawley Oates made a motion to adjourn at 10:30 a.m.
Ayes: Miller, Gardner, Wilkins, Lawson and Oates
No: None

The meeting ended at 10:30 a.m.

DRAFT

ITEM #: VIII.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Public Safety Warehouse and COLTS Facility Project Review

DEPARTMENT: Administration

CONTACT PERSON: Brandon Key,

TYPE: Information

REQUEST	The enclosed information will be presented related to the Public Safety Warehouse and COLTS Facility CIP project providing background information leading to the proposed site located at 1605/1611 Hawkins Avenue.
BUDGET IMPACT	$7,500,000
ATTACHMENTS	Coke Bldg_Summary.pdf
PRIOR BOARD ACTION	Board voted to move forward with a purchase agreement for the property located at 1605 and 1611 Hawkins Avenue at the June 2, 2025 Board of Commissioners meeting.
RECOMMENDATION	The enclosed information will be presented related to the Public Safety Warehouse and COLTS Facility CIP project providing background information leading to the proposed site located at 1605/1611 Hawkins Avenue.

SUMMARY

The original scope of the Public Safety Warehouse and COLTS Facility project proposed a new build facility to provide a secure storage solution for the Sheriff's Office, Emergency Management, and Fire Marshal's Department in addition to offices for COLTS administrative services and a home base for COLTS vehicles. The current site off of Douglas Drive presents challenges for adequate parking space and due to its unsecured location, there have been multiple occurrences of vandalism. The proposed site and project will include a parameter

fence to secure COLTS vehicles and Emergency Services Equipment, warehouse space, renovation of office space for COLTS and Veteran Services addressing space needs issues at the Enrichment Center and preserves additional unrenovated space for future space needs planning. Attached is a presentation with additional information that will be provided at the October 6th meeting.

COCA COLA BUILDINGS
1605 & 1611 Hawkins Ave
Sanford, NC 27330



Lee County Government Warehouse

September 2025

LEE COUNTY GOVERNMENT

Table of Contents

3. Previous Warehouse Solution – Lease (slide3)
4. Original CIP – New Build on Jonesboro School Site (slide4)
5. Multiple Warehouse Options Visited in Town (slide5)
6. COKE Property Overview (slide6)
7. Plans for Property-Immediate (slide7)
8. Large Building Planned Use-Immediate (slide8)
9. Small Building Planned Use-Immediate (slide9)
10. Estimated Spend to Date and Future Cost (slide10)
11. Projected Operating Costs-Utilities (slide11)
12. Estimated Cost for New Build (slide12)

Previous–Warehouse Rental

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- 2 Separate Lease Agreements (Lee County Sheriff's Office + Lee County Emergency Management)
- Sheriff's Office
  - $2,100 each quarter (3 months) / $700/mo.
  - $8,400 each year (12 months)
  - Space ~ 12,000SF
- Emergency Management Office
  - $2,880 each quarter (3 months)
  - $11,520 each year (12 months)
  - Space ~ 6,000SF

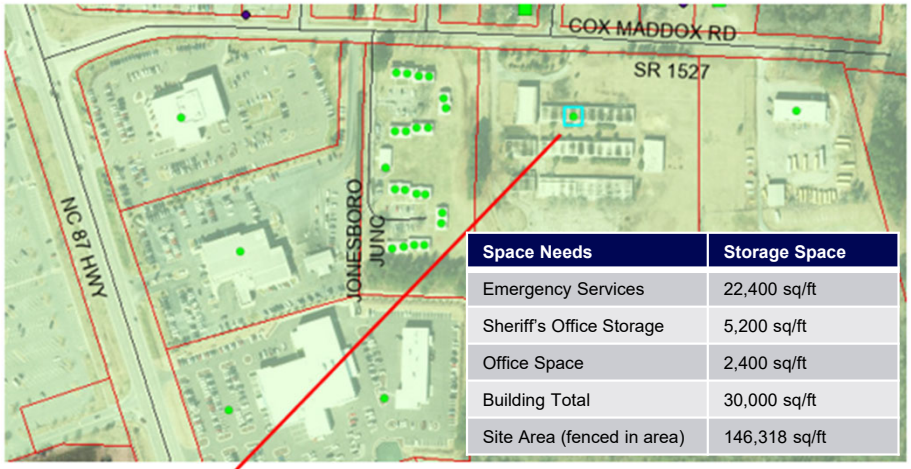
- Large building (privately owned) and leased space to several businesses.
- Lee County's equipment secured, but not separated from other storage items
- Other storage created dirty environment that covered Lee County stored equipment

Lee County Presented with 90 Days to Relocate by Previous Warehouse Owner

Original CIP–New Construction

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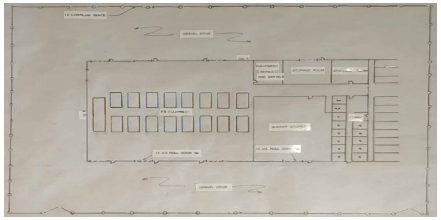
- Warehouse Option Presented @ BOC Retreat (12/2023)
  - New Construction at Jonesboro Site
  - Steel Frame Metal Building ~ 30,000 sq/ft
  - ~$6M estimate for school demo/site work/new build
- Design Included:
  - Storage for Fire Marshal & Emergency Management
  - Storage for Lee County Sheriff's Office
  - COLTS Operations (offices and vehicles)
  - Fenced in area for security
- Preliminary Drawings Completed (in-house) & Quotes from Builder on Metal Building Fabricator



Space Needs	Storage Space
Emergency Services	22,400 sq/ft
Sheriff's Office Storage	5,200 sq/ft
Office Space	2,400 sq/ft
Building Total	30,000 sq/ft
Site Area (fenced in area)	146,318 sq/ft



Example

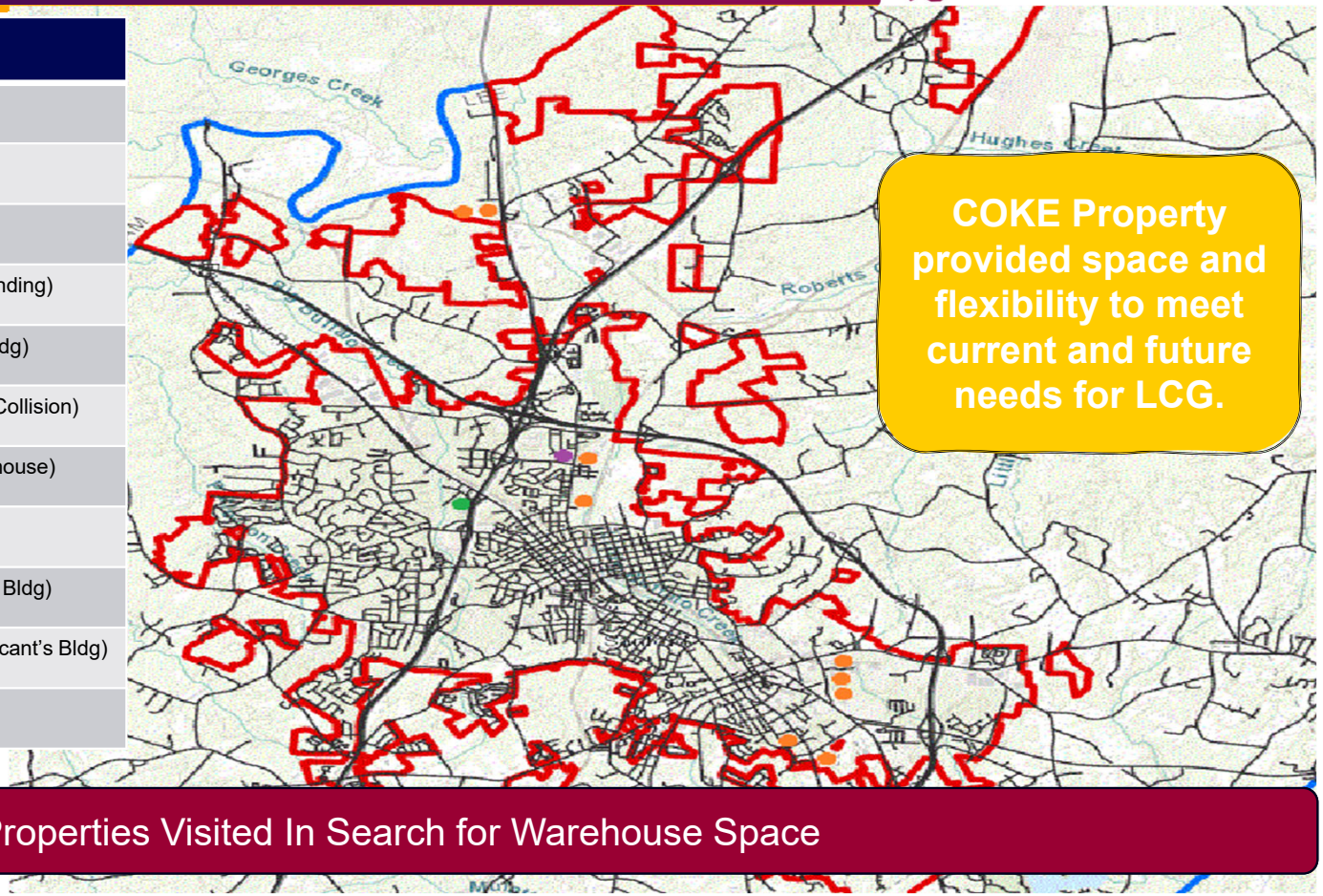


Original Plan to Utilize Jonesboro School Site with Warehouse Build - $6M Estimated

Warehouse Solution Options

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	Address	Property
●	1501 Douglas Dr	Original Warehouse
●	3915 Hawkins Ave	Site Visited (Mertek)
●	2301 Brown Rd	Site Visited (Mertek)
●	1614 Hawkins Ave	Site Visited (Old Triangle Vending)
●	3030 Lee Avenue	Site Visited (New Cashion Bldg)
●	3307 Lee Avenue	Site Visited (Behind Caliber Collision)
●	410 Gunter St	Site Visited (Noble Oil Warehouse)
●	906 JR Industrial Dr	Site Visited (Old Static Bldg)
●	908 JR Industrial Dr	Site Visited (Old PlantSwitch Bldg)
●	911 JR Industrial Dr	Site Visited (Old Taylor Lubricant's Bldg)
●	1605 Hawkins Ave	COKE Building



10 Properties Visited In Search for Warehouse Space

COKE Property – Overview



Purchase Cost

$118 SF or $5,300,000 (Land Included)

Property Description

+/- 8.66 acres

Large Building – 37,258SF

Warehouse + Office = 32,114SF

Mezzanine (upstairs storage) = 5,144SF

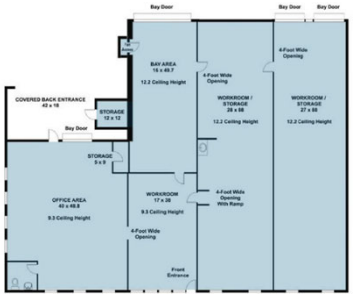
Small Building – 8,686SF

Open Area/Office Space = 1,920

3 Bays = 7,3922

Small Building – 1611





Plans for COKE Site

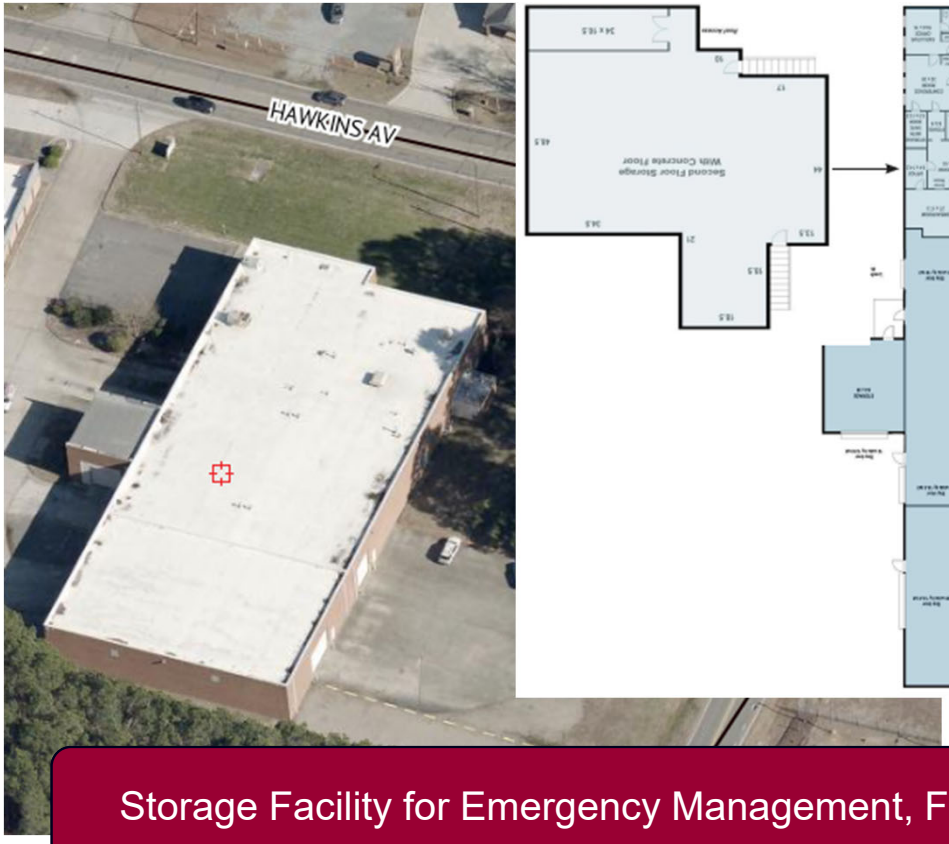
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Large Building	Small Building	Site

• Warehouse Storage
• Small updates and repairs
  • Cameras
  • Controlled Access
• No office renovations (at this time)
• Storage only
	• Office Space Renovation
	(COLTS/Veterans Services)
	  • Office Construction
	  • Exterior Updates
		• Perimeter Fencing
		  • Electronic Gates
		  • Lighting
		• Cameras
		• Signage

Focus on Small Building for Office Space and Large Building Continued Storage

Large Building Planned Use





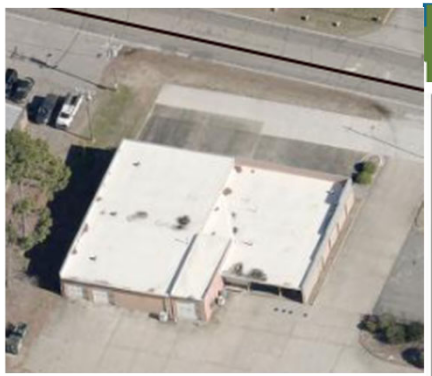


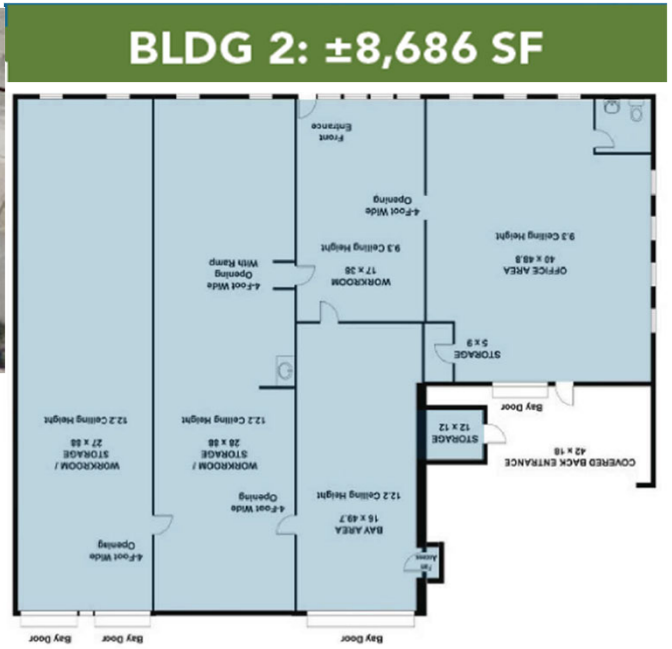


Storage Facility for Emergency Management, Fire Marshal, and Sheriff's Office Equipment and Evidence

Small Building Planned Use

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NORTH CAROLINA





COLTS Office

- 8 offices
- Breakroom
- Bathroom
- Training Room
- Vans ~24
- Employee Parking ~28 Spaces

Total Est.
Office Space
Needs = 3,500 SF

VETERAN AFFAIRS REQUIREMENTS

- 3 Offices
- Bathroom/Breakroom
- 3 Parking Spaces

Total Est.
Office Space
Needs = 500 SF

Large Site Allows for Van and Equipment Storage, With Security Fence Install

Costs Estimated To Date

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Current Expenses

Item	Cost $
Building Appraisal	$5,500
Building Inspection	$14,240
Environmental (Phase1)	$2,200
Earnest Money Deposit	$100,000
Legal Fees (rolled into closing cost)	TBD

WORK COMPLETED

1. Appraisal
2. Environmental
3. Inspections
4. Financing Preparation

Potential Costs

Item	Estimated Costs $
Closing Cost	~$ 20,000
Davenport	$78,000
Bond Council	$50,000
Other Issuance Costs	~$42,000
Purchase	$5,300,000
Construction (Renovation)	~$1.5M - $2.0M

Goal to Purchase and Complete Renovations with the $7.5M Budget

Projected Operating Costs

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Utility Averages from Owner Provided Invoices	
Utility	**Avg Cost per Month**
Water	$137.54
Gas	$402.72
Electric (DUKE Energy)	$795.83

**note: Avg's compiled from monthly invoice bills provided by current owner.

Recommended Costs$ for Budget Purposes:

1. WATER - $150/mo.
2. ELECTRIC - $3,000/mo.
3. GAS - $1,000/mo. (Assumed with offices occupied – COLTS)
4. IT - $325/mo.
5. Insurance Estimate Requested…

General Services Cost – @ Douglas Drive

TriRiver = $1,147/year ($95.58/mo.)
DUKE Energy = $13,237/year ($1,103.08/mo.)
**Cost provided by General Services

DUKE ENERGY ESTIMATES

1605 (Lrg Bldg) = $1,500/mo.
1611 (Small Bldg) = $1,100/mo.
**Costs based on similar size properties.
**Assumption Small Bldg used as office space.

Recommended Utility Costs Based on Multiple Data Inputs

New Build Cost Estimate $

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Cost to build similar warehouse/office space

- Single building 45,000sq/ft
  - ~15,000sq/ft of office space
  - ~ 30,000sq/ft of storage
- Land cost not accounted
- Quote provided by SANFORD Contractors

WAREHOUSE ESTIMATE	
Design Dev (7%)	$1,041,000.00
Office 14,850SF (@$160/SF)	$3,267,000.00
WH 30,150SF (@280/SF)	$8,442,000.00
General Conditions	$1,934,148.00
SUBTOTAL	$14,684,148.00
Bonding Insurance	$367,103.00
Design Contingency	$1,762,097.76
Construct Contingency	$1,762,097.76
Market Escalation	$183,551.85
TOTAL	$18,758,998.37

New Build of Similar Size and Style = $18.7M (Building Only)

The End

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NORTH CAROLINA

THE END

ITEM #: VIII.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: Resolution related to the Financing for the regarding the Coca-Cola Building.

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse, Chief Financial Officer

TYPE: Action Item

REQUEST	To approve the Resolution Authorizing and Approving the Financing of the Coca-Cola building through the Issuance of a Not to Exceed $7,800,000 Limited Obligation Bond and the Execution and Delivery of Certain Documents in Connection Therewith.
BUDGET IMPACT	There will be no debt service payments due in FY 2025-26 for this debt. Total principal and interest over the term of the financing is $10,143,224.
ATTACHMENTS	Approving Resolution-Lee 2025B LOB (PP) (Warehouse Facility) (4911-8784-6503.1).doc Bond Purchase Agreement-Lee 2025B LOB (Warehouse Facility) (PP) (4925-3321-5331.1).doc First Supplemental Trust Agreement-Lee 2025B LOB (Warehouse Facility) (PP) (4904-8275-7986.1).doc
PRIOR BOARD ACTION	A public hearing was held September 15, 2025, and the Board approved the Resolution Making Certain Findings and Determinations Regarding the Proposed Financing of the purchase and making Improvements to the Coca-Cola building, Approving the Purchaser and Requesting the Local Government Commission to Approve the Financing Arrangement.

RECOMMENDATION	Approve the Resolution Authorizing and Approving the Financing of the Purchase of and Improvements to the Coca-Cola building through the Issuance of a Not to Exceed $7,800,000 Limited Obligation Bond and the Execution and Delivery of Certain Documents in Connection Therewith.

SUMMARY

Approve the Resolution Authorizing and Approving the Financing of purchase and making Improvements to the Coca-Cola building through the Issuance of a Not to Exceed $7,800,000 Limited Obligation Bond and the Execution and Delivery of Certain Documents in Connection Therewith.

The Board of Commissioners for the County of Lee, North Carolina met in a regular meeting in the Ruby McSwain Center located at 2420 Tramway Road in Sanford, North Carolina, the regular place of meeting, at 6:00 p.m. on October 6, 2025.

Present: Chair Kirk D. Smith, presiding, and Commissioners

Absent: Commissioners

Also Present:

* * * * *

_____ introduced the following resolution, the title of which was read and a copy of which had been previously distributed to each Commissioner:

RESOLUTION AUTHORIZING AND APPROVING THE FINANCING OF A WAREHOUSE FACILITY THROUGH THE ISSUANCE OF A NOT TO EXCEED $7,800,000 LIMITED OBLIGATION BOND AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Lee, North Carolina (the "County") as follows:

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

(a) The County has determined to (i) pay or reimburse the costs of acquiring and improving a warehouse facility to be used for the purposes of storing various public safety vehicles and equipment and housing various administrative functions and vehicles for the County's public transportation system (the "Project") and (ii) pay certain issuance costs relating thereto.

(b) After a public hearing and due consideration, the Board has determined that the most efficient manner of financing the Project will be through the execution and delivery of a Master Trust Agreement, to be dated as of October 1, 2025 (the "Master Trust Agreement"), and a First Supplemental Trust Agreement, to be dated as of October 1, 2025 (the "First Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement"), each between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to which the County will issue a limited obligation bond thereunder in an aggregate principal amount not to exceed $7,800,000 (the "Bond") to provide funds, together

with any other available funds, to (i) pay the costs of the Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bond.

(c) In order to secure the payment of principal of and interest on the Bond and the performance of its other obligations under the Trust Agreement, the County will execute and deliver a Deed of Trust, to be dated as of October 1, 2025 (the "Deed of Trust"), to the deed of trust trustee named therein for the benefit of the Trustee, granting a lien on all or a portion of the site of the Project, together with any improvements and fixtures located or to be located thereon.

(d) The County proposes to sell the Bond at a private sale without advertisement to JPMorgan Chase Bank, N.A., or its designee or assignee (the "Purchaser"), pursuant to the terms of a Bond Purchase Agreement, to be dated the date of delivery thereof (the "Bond Purchase Agreement"), between the County and the Purchaser.

(e) There have been presented to the Board drafts of the following documents relating to the transaction hereinabove described:

(1) Master Trust Agreement;

(2) First Supplemental Trust Agreement, including a form of the Bond attached as Exhibit B thereto;

(3) Deed of Trust; and

(4) Bond Purchase Agreement.

Section 2. In order to provide for the financing of the Project, the County is hereby authorized to enter into the Master Trust Agreement and the First Supplemental Trust Agreement and to issue the Bond thereunder in a principal amount not to exceed $7,800,000. The Bond shall mature in annual principal installments on each November 1 with a final maturity of November 1, 2040, shall bear interest semiannually on each May 1 and November 1, commencing on November 1, 2026, at 3.97% per annum (subject to adjustment as provided in the First Supplemental Trust Agreement), and shall be subject to prior redemption on the dates, at the prices and in the manner set forth in the Trust Agreement. The terms and provisions of the Bond are hereby approved in substantially the form presented at this meeting, and the Chair or the Vice Chair of the Board and the County Manager of the County are each hereby authorized to execute and deliver the Bond in substantially the form presented at this meeting, together with such modifications as the person executing such document, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof. The Clerk to the Board or any Assistant or Deputy Clerk to the Board is hereby authorized to affix the official seal of the County to the Bond and to attest the same.

Section 3. The proposal submitted by the Purchaser offering to purchase the Bond at a purchase price equal to par amount thereof is hereby approved. The terms and provisions of the Bond Purchase Agreement are hereby approved in substantially the form presented at this meeting, and the Chair or the Vice Chair of the Board, the County Manager and the Chief Financial Officer of the County are each hereby authorized to execute and deliver the Bond

Purchase Agreement in substantially the form presented at this meeting, together with such modifications as the person executing such document, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 4. The Board hereby approves the forms of the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust in substantially the forms presented at this meeting. The Chair or the Vice Chair of the Board, the County Manager and the Chief Financial Officer of the County are each hereby authorized to execute and deliver the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust on behalf of the County in substantially the form presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any Assistant or Deputy Clerk to the Board is hereby authorized to affix the official seal of the County to said document and to attest the same to the extent required.

Section 5. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation under the Bond or the Trust Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Bond or the Trust Agreement.

Section 6. The Chair or the Vice Chair of the Board, the County Manager, the Chief Financial Officer, the County Attorney, the Clerk to the Board, and any other officers, agents and employees of the County, are hereby authorized and directed to deliver such certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above. The officers of the County and the agents and employees of the County are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants and provisions of the Bond, the Trust Agreement, the Deed of Trust, the Bond Purchase Agreement and the other documents contemplated by this resolution.

Section 7. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner _____, the foregoing resolution entitled "RESOLUTION AUTHORIZING AND APPROVING THE FINANCING OF A WAREHOUSE FACILITY THROUGH THE ISSUANCE OF A NOT TO EXCEED $7,800,000 LIMITED OBLIGATION BOND AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" was adopted by the following vote:

Ayes: _____

_____

Noes: _____

_____

* * * * * *

I, Hailey Hall, Clerk to the Board of Commissioners for the County of Lee, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners for said County at a regular meeting held on October 6, 2025, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 6th day of October, 2025.

_____
Clerk to the Board of Commissioners

[SEAL]

Draft No. 1
September 15, 2025

BOND PURCHASE AGREEMENT

Between

County of Lee, North Carolina

and

JPMorgan Chase Bank, N.A.

concerning

$_____
County of Lee, North Carolina
Limited Obligation Bond
Series 2025B

BOND PURCHASE AGREEMENT

concerning

$_____
County of Lee, North Carolina
Limited Obligation Bond
Series 2025B

October __, 2025

County of Lee, North Carolina
Sanford, North Carolina

Ladies and Gentlemen:

JPMorgan Chase Bank, N.A. (the "Purchaser") hereby offers to enter into this Bond Purchase Agreement with the County of Lee, North Carolina (the "County"), which, upon acceptance of this offer by the County, will be binding upon the County and the Purchaser.

1. Purchase and Sale of the Bond. Upon the terms and conditions hereof and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase, and the County hereby agrees to sell to the Purchaser, the $_____ County of Lee, North Carolina Limited Obligation Bond, Series 2025B (the "Bond"). The purchase price for the Bond shall be $_____, representing the par amount of the Bond. The delivery and payment for the Bond and other actions contemplated hereby shall take place at the time thereof being herein sometimes called the "Closing."

The Bond shall consist of one fully registered bond certificate in the aggregate principal amount of $_____, shall be dated October __, 2025, shall be payable in annual principal installments on each November 1, with a final maturity of November 1, 2026, subject to redemption as set forth in the Bond, and shall bear interest from its date, at a rate of 3.97% per annum (subject to adjustment as provided therein). The Bond shall be issued and secured under the provisions of a resolution adopted by the Board of Commissioners for the County (the "Board") on October 6, 2025 (the "Resolution"), a Master Trust Agreement, dated as of October 1, 2025 (the "Master Trust Agreement"), between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and a First Supplemental Trust Agreement, dated as of October 1, 2025 (the "First Supplemental Trust Agreement"), between the County and the Trustee. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Master Trust Agreement and the First Supplemental Trust Agreement.

As security for its obligations under the Master Trust Agreement, the County has executed and delivered to a deed of trust trustee for the benefit of the Trustee a Deed of Trust, dated as of October 1, 2025 (the "Deed of Trust"), granting, among other things, a lien on the Mortgaged Property. The Deed of Trust authorizes future obligations evidenced by additional limited obligation bonds executed and delivered under the Master Trust Agreement, provided

that the total amount of present and future obligations secured by the Deed of Trust at any one time does not exceed $100,000,000.

The proceeds of the Bond are to be used to provide funds, together with any other available funds, to (a) pay or reimburse the costs of acquiring and improving a warehouse facility to be used for the purposes of storing various public safety vehicles and equipment and housing various administrative functions and vehicles for the County's public transportation system (the "2025B Project") and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Bond.

2. Representations of the Purchaser; Purchase for Account. (a) The Purchaser hereby acknowledges and represents, in respect of the Bond, that:

(i) the Purchaser is familiar with the County;

(ii) the Purchaser has been furnished with all financial and other information about the County and the Bond as requested by the Purchaser required in order to make the loan evidenced by its purchase of the Bond; and

(iii) the County has made available to the Purchaser the opportunity to obtain additional information about the County and the Bond.

(b) The Purchaser further acknowledges and represents in respect of the Bond that a part of the Purchaser's business consists of making loans as evidenced by the purchase, holding and sale of obligations of the same general character as the Bond, and the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks inherent in making the loan evidenced by purchasing the Bond. The Purchaser has made such investigation of the Bond and of the financial condition and operations of the County as it deems necessary to evaluate the merits and risks inherent in making the loan evidenced by purchasing the Bond. The Purchaser is aware that there may be no secondary market for the Bond and that it may be required to hold the Bond for an indefinite period. The Purchaser represents that it is purchasing the Bond for its own account with the present intent to hold the Bond to maturity and with no present intention to resell or distribute the Bond or any interest therein; provided, however, that the Purchaser intends to sell a 100% participation interest in the Bond to an affiliate of the Purchaser on the date hereof, at par, and the Purchaser reserves the right at all times to control the disposition of its assets, including the Bond, and reserves the right to sell, assign and transfer the Bond or fractional interests in the Bond to (i) an affiliate of the Purchaser, (ii) bank, insurance companies or other financial institutions (or their affiliates), including participating arrangements, or (iii) any other entity approved by the Local Government Commission, all as permitted by the Master Trust Agreement and the First Supplemental Trust Agreement.

3. Representations and Warranties of the County. The County, by its acceptance hereof, represents and warrants to the Purchaser as follows:

(a) The County is a body corporate and politic duly organized and validly existing under the laws of the State of North Carolina, and is authorized and empowered to finance the 2025B Project by causing the Bond to be issued.

(b) The County has the full legal right, power and authority to adopt the Resolution, to issue the Bond, to execute and deliver the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and this Bond Purchase Agreement and to perform its respective obligations hereunder and thereunder.

(c) The Resolution has been duly adopted by the Board, is in full force and effect and has not been modified, supplemented or amended in any manner.

(d) The County has duly authorized (i) the execution and delivery of the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and this Bond Purchase Agreement, (ii) the issuance, sale and delivery of the Bond to the Purchaser and (iii) such action as may be required on the part of the County to consummate the transactions contemplated by such documents.

(e) When executed and delivered, this Bond Purchase Agreement, the Bond, the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust shall constitute legal, valid and binding obligations of the County enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(f) The County is not in violation of any applicable constitutional provision, law or administrative rule or regulation of the State of North Carolina or of the United States of America or in default under any agreement, resolution, indenture or instrument to which the County is a party or by which the County or its property is bound, the effect of which violation or default would materially affect the ability of the County to perform its obligations under this Bond Purchase Agreement, the Bond, the Master Trust Agreement, the First Supplemental Trust Agreement or the Deed of Trust, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

(g) The execution and delivery of this Bond Purchase Agreement, the Bond, the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust and the adoption of the Resolution and performance of the obligations of the County hereunder or thereunder do not and will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the County (other than as provided in the Bond, the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust) pursuant to the terms of, or constitute a default under, any agreement, indenture or instrument to which the County is a party or by which the County or its property is bound, or result in a violation of any applicable constitutional provision, law or administrative regulation or any order, rule or regulation of any court or governmental agency having jurisdiction over the County or its property, except as provided and permitted by such documents.

(h) Except for any action that may be required by applicable federal or state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency not already obtained or made is required for the execution, delivery and performance of this Bond Purchase Agreement or the consummation of the transactions

contemplated hereunder, and any such consent, authorization or order so obtained is in full force and effect.

(i) Any certificate signed by an authorized officer of the County and delivered to the Purchaser shall be deemed a representation and warranty of the County to the Purchaser as to the statements made therein.

(j) There is no litigation or any other proceeding before or by any court, public board, agency or body, pending or, to the best knowledge of the County, threatened against or affecting the County or any of the members of the Board in their respective capacities as such (nor is there any basis therefor), wherein an unfavorable decision, ruling or finding would in any way materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement, (ii) the organization, existence or powers of the County or the title to the office of any of the members of the Board, (iii) the properties or assets or the condition, financial or otherwise, of the County, (iv) the validity or enforceability of this Bond Purchase Agreement, the Resolution, the Bond, the Master Trust Agreement, the First Supplemental Trust Agreement or the Deed of Trust (or any other agreement or instrument of which the County is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption from federal or State of North Carolina income taxation of the interest on the Bond.

(k) There has been no material adverse change in the financial condition of the County since June 30, 2024, except as otherwise disclosed to the Purchaser by the County prior to the date hereof in writing.

(l) The County acknowledges and agrees that (i) this Bond Purchase Agreement is an arm's length commercial transaction between the County and the Purchaser in which the Purchaser is acting solely as a principal to make a loan to the County, and not as a municipal advisor, financial advisor or fiduciary to the County or any other person or entity regardless of whether the Purchaser or an affiliate has or is currently acting as such on a separate transaction; (ii) the Purchaser has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated by this Bond Purchase Agreement, and the discussions, undertakings and procedures leading to this Bond Purchase Agreement (irrespective of whether the Purchaser or its affiliates have provided other services or are currently providing other services to the County on other matters); (iii) the only obligations the Purchaser has to the County with respect to the transaction contemplated by this Bond Purchase Agreement are expressly set forth herein or the related financing documents; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(m) The County acknowledges and agrees that the Purchaser is purchasing the Bond in evidence of a privately placed financing and that it will not (i) request the assignment of a rating on the Bond by any municipal securities rating agency, (ii) register the Bond with The Depositary Trust Company or any other securities depository, (iii) offer the Bond pursuant to any type of offering document or official statement or (iv) request the assignment of a CUSIP number to the Bond by Standard & Poor's CUSIP Service.

(n) The County acknowledges that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act), all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The County agrees that it will provide to the Purchaser such information as it may request, from time to time, in order for the Purchaser to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

(o) In connection with the County's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the County on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Purchaser acknowledges that the County may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that the County has incurred obligations under the Bond and notice of certain subsequent events reflecting financial difficulties in connection therewith. The County agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about the Purchaser or its affiliates: address and account information of the Purchaser or its affiliate, or e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Purchaser or its affiliates, unless otherwise required for compliance with the Rule or otherwise required by law. The County acknowledges that the Purchaser is not responsible for the County's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

4. Payment and Delivery. At 10:00 a.m., North Carolina time, on October __, 2025, or at such other time or on such earlier or later date as mutually agreed upon, the County will deliver or cause to be delivered the Bond to the Purchaser. Upon such delivery of the Bond, the Purchaser shall pay the purchase price for the Bond as specified in Section 1 hereof to the Trustee in immediately available funds, and the Trustee shall deposit the full purchase price thereof in the manner specified in Section 204 of the First Supplemental Trust Agreement. The Closing on the Bond will be held at the offices of Womble Bond Dickinson (US) LLP in Raleigh, North Carolina, or at such other place as the County, the Trustee and the Purchaser may mutually agree upon.

5. Conditions of Closing. The Purchaser has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the County contained herein and to be contained in the documents and instruments to be delivered at Closing and upon the performance by the County of its obligations hereunder. Accordingly, the Purchaser's obligation under this Bond Purchase Agreement to purchase and pay for the Bond shall be subject to the performance by the County of its obligations to be performed hereunder and under such documents and instruments at or prior to Closing, and shall also be subject to the following conditions:

(a) At the time of Closing (i) the representations and warranties of the County contained herein shall be true, complete and correct, (ii) the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and this Bond Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser and (iii) the County and the Local Government Commission shall have duly adopted and there shall be in full force and effect such resolutions as in the opinion of Womble Bond Dickinson (US) LLP, Raleigh, North Carolina ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, and such resolutions shall not have been amended, modified or supplemented, except as may have been agreed to by the Purchaser.

(b) On or prior to the date of Closing, the Purchaser shall have received the following documents in form and substance reasonably satisfactory to the Purchaser:

(1) opinion of Bond Counsel, dated as of the date of Closing, in form and substance satisfactory to the Purchaser;

(2) opinion of the County Attorney, dated as of the date of Closing, in form and substance satisfactory to the Purchaser;

(3) copy of the signed and authenticated Bond;

(4) executed counterparts or copies of the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and this Bond Purchase Agreement;

(5) certified copies of all proceedings of the County relating to approvals or authorizations for the Bond and the execution and delivery of this Bond Purchase Agreement, including the adoption of the Resolution;

(6) certified copy of approving resolution of the Local Government Commission;

(7) executed copies of the Tax Certificate of the County relating to the Bond and the IRS Form 8038-G;

(8) such other documents as may be required to be delivered pursuant to Section 208 of the Master Trust Agreement or Section 204 of the First Supplemental Trust Agreement; and

(9) such additional certificates (including appropriate incumbency and no-litigation certificates), instruments, opinions or other documents as the Purchaser may reasonably request.

All representations and warranties of the County set forth in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Purchaser or any person controlling the Purchaser and (ii) acceptance of and payment for the Bond.

6. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing by first-class mail, postage prepaid, to the following addresses:

To the County:

County of Lee, North Carolina
408 Summit Drive
Sanford, North Carolina 27330
Attention: Chief Financial Officer

To the Purchaser:

JPMorgan Chase Bank, N.A.
111 E. Court Street, Floor 02
Flint, Michigan 48502-1649
Attention: Yvonne G. Carr, Vice President

8. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

9. Severability. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. E-Verify. The Purchaser understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. To the extent applicable, in connection with this Bond Purchase Agreement, the Purchaser will comply with the "E-Verify" requirements of Sections 64-25(5) and 64-26(a) of the General Statutes of North Carolina, as amended, including with respect to subcontractors the Purchaser may use in connection with this Bond Purchase Agreement, if any. The Purchaser hereby represents that, as of the effective date of this Bond Purchase Agreement, it has determined that it is not an "employer" within the meaning of Section 64-25(4) of the General Statutes of North Carolina, as amended, as it does not employ 25 or more employees in the State.

11. Role of Purchaser. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment

advisory services. With respect to the Resolution, the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and this Bond Purchase Agreement (collectively, the "Bond Documents") or the matters related to the sale and issuance of the Bond and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Bond Documents or the matters related to the sale and issuance of the Bond, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the County has been informed that the County should discuss the Bond Documents and matters related to the sale and issuance of the Bond, and any such other information, materials or communications with its own legal, tax, financial and other advisors that the County deems appropriate before executing and delivering this Bond Purchase Agreement or acting on such other matters related to the sale and issuance of the Bond or any such other information, materials or communications.

12. Payment of Costs. The County covenants and agrees that it will pay or cause to be paid all expenses and costs incident to the authorization, issuance, printing and delivery of the Bond and the Bond Documents, including, without limitation (i) any registration, filing, allocation, recording and other fees and expenses and (ii) the fees and expenses of Bond Counsel, counsel to the County and counsel to the Purchaser in the amount not to exceed $10,000.

(signatures to follow)

This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized officer of the County and shall be valid and enforceable as of the time of such acceptance.

JPMORGAN CHASE BANK, N.A.

By:_____

Yvonne G. Carr
Vice President

[Counterpart signature page to Bond Purchase Agreement, dated October __, 2025, between the County of Lee, North Carolina and JPMorgan Chase Bank, N.A.]

Approved:

COUNTY OF LEE, NORTH CAROLINA

By:_____
Lisa G. Minter
County Manager

Draft No. 1
September 15, 2025

FIRST SUPPLEMENTAL TRUST AGREEMENT

Dated as of October 1, 2025

Between

COUNTY OF LEE, NORTH CAROLINA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

$_____
County of Lee, North Carolina
Limited Obligation Bond
Series 2025B

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 101. Meaning of Words and Terms .....
Section 102. Rules of Construction .....

ARTICLE II

AUTHORIZATION, FORM, DELIVERY AND REGISTRATION OF THE SERIES 2025B BOND

Section 201. Authorization and Issuance of the Series 2025B Bond .....
Section 202. Form of Series 2025B Bond .....
Section 203. Details of Series 2025B Bond.....
Section 204. Terms and Conditions for Issuance of the Series 2025B Bond .....
Section 205. Representations, Covenants and Warranties of the County.....

ARTICLE III

REDEMPTION OF SERIES 2025B BOND

Section 301. Redemption of Series 2025B Bond.....
Section 302. Redemption Notice .....

ARTICLE IV

SERIES 2025B PROJECT ACCOUNT; BOND FUND SUBACCOUNTS; PAYMENTS AND COVENANTS

Section 401. Establishment of Series 2025B Project Account and Bond Fund Subaccounts .....
Section 402. Payments by the County .....
Section 403. Application of Money in the Series 2025B Project Account.....
Section 404. Application of Money in the Series 2025B Subaccount of the Redemption Account .....
Section 405. Investment of Money .....
Section 406. Payment of Principal, Interest and Premium .....
Section 407. Tax Covenant .....
Section 408. Other Covenants of the County.....

ARTICLE V

THE TRUSTEE

Section 501. Acceptance of Duties by Trustee .....
Section 502. E-Verify .....

ARTICLE VI

SUPPLEMENTAL TRUST AGREEMENTS

Section 601. Supplemental Trust Agreements Without Consent of Owner .....
Section 602. Modification of Supplemental Agreement With Consent of Owner.....
Section 603. Series 2025B Bond Affected .....
Section 604. Responsibilities of Trustee and County under this Article .....

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701. Manner of Giving Notice.....
Section 702. Substitute Mailing.....
Section 703. Parties, Owner and Local Government Commission Alone Have Rights Under this First Supplemental Trust Agreement.....
Section 704. Effect of Partial Invalidity .....
Section 705. Effect of Covenants; Governing Law; Venue.....
Section 706. Headings .....
Section 707. Further Authority .....
Section 708. Payment Due on Holidays .....
Section 709. Multiple Counterparts .....

Exhibit A - Form of Series 2025B Bond

FIRST SUPPLEMENTAL TRUST AGREEMENT

This FIRST SUPPLEMENTAL TRUST AGREEMENT, dated as of October 1, 2025 (this "First Supplemental Trust Agreement"), between the COUNTY OF LEE, NORTH CAROLINA, a body corporate and politic and a political subdivision of the State of North Carolina (the "County"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, which is authorized under such laws to exercise trust powers (the "Trustee");

WITNESSETH:

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina (as amended, the "Act"), the County may finance or refinance (a) the purchase of real or personal property or (b) the construction of fixtures or improvements on real property by contracts that create in the property so acquired or in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for such purchase or construction;

WHEREAS, the County and the Trustee have executed and delivered simultaneously herewith a Master Trust Agreement, dated as of October 1, 2025 (the "Master Trust Agreement"), which authorizes the County to issue bonds thereunder from time to time secured by the Master Trust Agreement in accordance with the terms thereof;

WHEREAS, the County desires to pay or reimburse the costs of acquiring and improving a warehouse facility to be used for the purposes of storing various public safety vehicles and equipment and housing various administrative functions and vehicles for the County's public transportation system (the "2025B Project");

WHEREAS, the County has determined that the issuance of the Series 2025B Bond (hereinafter defined) as authorized by this First Supplemental Trust Agreement for such purpose will benefit and be in the best interests of the County, and the County has taken all actions legally required for the issuance thereof; and

WHEREAS, this First Supplemental Trust Agreement constitutes a Supplemental Trust Agreement within the meaning of the Master Trust Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Meaning of Words and Terms. Unless otherwise required by the context, capitalized words and terms used herein which are defined in the Master Trust Agreement shall have the meanings assigned to them therein, and the following capitalized words and terms shall have the following meanings:

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated October __, 2025, between the County and the Purchaser relating to the sale and issuance of the Series 2025B Bond.

"Closing" means the delivery of and payment for the Series 2025B Bond.

"Closing Date" means the date of the Closing.

"Determination of Taxability" means and shall be deemed to have occurred on the date when (a) the County shall receive notice from the Owner of the Series 2025B Bond that the Internal Revenue Service has assessed as includable in gross income the interest on the Series 2025B Bond and such assessment is due to the occurrence of an Event of Taxability or (b) the County or the Owner of the Series 2025B Bond shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that interest on the Series 2025B Bond is includable in the gross income of the Owner of the Series 2025B Bond for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

"Event of Taxability" means the occurrence or existence of any fact, event or circumstance caused by the failure of the County to comply with any covenants in the Master Trust Agreement, this First Supplemental Trust Agreement or any document or certificate executed by the County in connection with the issuance of the Series 2025B Bond which has the effect of causing the interest on the Series 2025B Bond to be includable in gross income of the owner thereof for federal income tax purposes.

"Inclusion Date" means the effective date that interest on the Series 2025B Bond is includable in gross income of the owner thereof as a result of a Determination of Taxability.

"Interest Payment Date" means, with respect to the Series 2025B Bond, May 1 and November 1 of each year, beginning November 1, 2026.

"Purchaser" means JPMorgan Chase Bank, N.A., as the initial purchaser of the Series 2025B Bond.

"Regular Record Date" means, with respect to the Series 2025B Bond, the day immediately preceding each Interest Payment Date, whether or not a Business Day.

"Series 2025B Bond" means the County of Lee, North Carolina Limited Obligation Bond, Series 2025B, issued pursuant to the Master Trust Agreement and this First Supplemental Trust Agreement.

"Series 2025B Project Account" means the account of the Project Fund created and so designated by Section 401.

"Series 2025B Subaccount of the Interest Account" means the subaccount created and so designated by Section 401.

"Series 2025B Subaccount of the Principal Account" means the subaccount created and so designated by Section 401.

"Series 2025B Subaccount of the Redemption Account" means the subaccount created and so designated by Section 401.

"2025B Project" means the improvements to the Mortgaged Property which are to be financed in whole or in part from the proceeds of the Series 2025B Bond.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number. References herein to particular articles or sections are references to articles or sections of this First Supplemental Trust Agreement unless some other reference is indicated.

ARTICLE II

AUTHORIZATION, FORM, DELIVERY AND REGISTRATION OF THE SERIES 2025B BOND

Section 201. Authorization and Issuance of the Series 2025B Bond. For the purpose of providing funds, together with other available funds, to (a) pay or reimburse the Project Costs relating to the 2025B Project and (b) pay the Delivery Costs in connection with the Series 2025B Bond, there shall be issued, under and pursuant to the Constitution and the laws of the State, the Master Trust Agreement and this First Supplemental Trust Agreement, the Series 2025B Bond of the County designated "County of Lee, North Carolina Limited Obligation Bond, Series 2025B" in the aggregate principal amount of $_____.

Section 202. Form of Series 2025B Bond. The definitive Series 2025B Bond shall be initially issued as one fully registered bond without coupons numbered R-1 in the aggregate principal amount of $_____ and shall be initially registered in the name of the Purchaser. The definitive Series 2025B Bond shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by the Master Trust Agreement or this First Supplemental Trust Agreement. Notwithstanding anything in the Master Trust Agreement to the contrary, the Series 2025B Bond may be transferred in the manner specified in the Master Trust Agreement, but may not be exchanged for any denomination other than the outstanding principal amount thereof.

Notwithstanding any other provisions of the Master Trust Agreement or this First Supplemental Trust Agreement to the contrary, the Trustee shall not register the transfer of the Series 2025B Bond to any person or entity other than (a) a bank, insurance company or similar financial institution or (b) any other entity approved by the Local Government Commission. The provisions of this paragraph may not be amended without the prior written consent of the Local Government Commission.

The principal of and the interest and premium, if any, on the Series 2025B Bond shall be payable by the Trustee on each Interest Payment Date to the person or entity appearing on the registration books of the Trustee as the registered owner thereof as of the Regular Record Date by wire transfer in immediately available funds to the account designated in writing by such registered owner to the Trustee. Notwithstanding anything in the Master Trust Agreement to the contrary, no presentation or surrender of the Series 2025B Bond is required in order for the registered owner to receive timely payment of the principal or interest on the Series 2025B Bond; provided, however, that the Owner of the Series 2025B Bond shall promptly cancel and surrender the Series 2025B Bond to the Trustee following payment of the final maturity of the Series 2025B Bond or redemption in full of the Series 2025B Bond.

Section 203. Details of Series 2025B Bond. (a) The Series 2025B Bond shall be dated as of the date of initial delivery thereof, shall bear interest at a rate of 3.97% per annum, subject to adjustment as provided below (computed on the basis of a 360-day year consisting of twelve 30-day months), such interest being payable on each Interest Payment Date, and shall be stated to mature (subject to the right of prior redemption), in annual principal installments payable on

each November 1 with a final maturity of November 1, 2040, all as set forth in the form of the Series 2025B Bond.

(b) Notwithstanding the provisions set forth in subsection (a) of this Section, in the event of a Determination of Taxability, the interest rate on the Series 2025B Bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on the Series 2025B Bond. In addition, the County shall pay to the Owner of the Series 2025B Bond (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Owner's failure to include the interest on the Series 2025B Bond in its gross income for federal income tax purposes, and (ii) upon request of the Owner, any additional interest as a result of the increase in the interest rate on all previous interest payments made by the County after the Inclusion Date. In the event of a Determination of Taxability, the Owner of the Series 2025B Bond shall provide the County and the Trustee with a new debt service schedule which reflects the new interest rate on the Series 2025B Bond which will replace the debt service schedule set forth in Schedule A to the Series 2025B Bond.

(c) The County agrees to give prompt written notice to the Trustee and the Owner of the Series 2025B Bond upon the County's determination or receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred.

Section 204. Terms and Conditions for Issuance of the Series 2025B Bond. The Series 2025B Bond shall be executed substantially in the form and in the manner herein set forth and shall be deposited with the Trustee for authentication, but before the Series 2025B Bond shall be authenticated and delivered to the Purchaser, there shall be filed with the Trustee (a) the items required to be delivered pursuant to Section 208 of the Master Trust Agreement and Section 5 of the Bond Purchase Agreement and (b) such other documentation as may be reasonably requested by the Trustee, the Purchaser or Bond Counsel.

When the documents mentioned above shall have been filed with the Trustee, and when the Series 2025B Bond shall have been executed and authenticated as required by this First Supplemental Trust Agreement, the Series 2025B Bond shall be delivered to or upon the order of the Purchaser, but only upon deposit with the Trustee of the purchase price of the Series 2025B Bond in the amount of $_____, representing the par amount of the Series 2025B Bond.

Simultaneously with the Closing and the deposit of the proceeds of the Series 2025B Bond with the Trustee, the Trustee shall cause the proceeds of the Series 2025B Bond to be deposited to the credit of the Series 2025B Project Account to be used to pay the Project Costs relating to the 2025B Project and Delivery Costs relating to the Series 2025B Bond.

Section 205. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants to the Trustee as follows:

(a) The Constitution and laws of the State authorize the County to (i) execute and deliver the Master Trust Agreement, the Deed of Trust and this First Supplemental Trust Agreement and

to issue the Series 2025B Bond, (ii) enter into the transactions contemplated hereby and thereby and (iii) perform its obligations hereunder and thereunder.

(b) The County has duly authorized the execution and delivery of the Master Trust Agreement, the Deed of Trust and this First Supplemental Trust Agreement and the sale and issuance of the Series 2025B Bond in accordance with the Constitution and laws of the State.

(c) Neither the execution and delivery of the Master Trust Agreement, the Deed of Trust or this First Supplemental Trust Agreement or the issuance of the Series 2025B Bond, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of its organizational documents or any agreement or instrument to which the County is now a party or by which the County or its property is bound, or constitutes a default under any of the foregoing.

(d) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of the Master Trust Agreement, the Deed of Trust, this First Supplemental Trust Agreement or the Series 2025B Bond or any other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(e) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the County challenging the validity or enforceability of the Master Trust Agreement, the Deed of Trust, this First Supplemental Trust Agreement or the Series 2025B Bond, or any other documents relating hereto or thereto or the performance of the County's obligations hereunder or thereunder.

(f) The County will make no use of the proceeds of the Series 2025B Bond or of any other amounts or property regardless of the source or take any action that, or refrain from taking any action, as to which the failure to take such action, may cause the Series 2025B Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), "private activity bond" within the meaning of Section 141 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as the Series 2025B Bond remains Outstanding, the County, with respect to such proceeds and such other funds, will comply with all requirements of such Sections of the Code and all regulations of the United States Department of the Treasury issued thereunder are, at the time, applicable and in effect.

ARTICLE III

REDEMPTION OF SERIES 2025B BOND

Section 301. Redemption of Series 2025B Bond. (a) The Series 2025B Bond shall not be subject to prior redemption except as provided in this Article III and in Article III of the Master Trust Agreement.

(b) Prior to November 1, 2030, the Series 2025B Bond shall not be subject to redemption. The County shall have the option to redeem, in whole or in part, the outstanding principal amount of the Series 2025B Bond on any date on or after November 1, 2030, at a Redemption Price equal to 100% of the outstanding principal amount of the Series 2025B Bond to be redeemed, plus accrued interest thereon, if any, to the redemption date.

(c) Any redemption in part of the Series 2025B Bond shall be applied to reduce the principal installments of the Series 2025B Bond in inverse order of the maturity unless otherwise agreed to in writing by the Owner of the Series 2025B Bond. In the event of any such redemption in part, the Owner of the Series 2025B Bond shall provide the County and the Trustee with a new debt service schedule which reflects such redemption which will replace the debt service schedule set forth in Schedule A to the Series 2025B Bond.

Section 302. Redemption Notice. At least sixty (60) days prior to the redemption date (unless otherwise waived by the Trustee), the County shall notify the Trustee of its intention to redeem the Series 2025B Bond. At forty-five (45) days prior to the redemption date of the Series 2025B Bond (unless otherwise waived by the Owner of the Series 2025B Bond), the Trustee shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the Owner of the Series 2025B Bond. The Trustee shall also provide a copy of such notice to the Local Government Commission at the same time as such notice is provided to the Owner of the Series 2025B Bond; provided, however, that failure to provide a copy of such notice to the Local Government Commission or any defect in such notice shall not affect the validity of the proceedings for such redemption.

Each such notice shall set forth the designation and date of the Series 2025B Bond, the date fixed for redemption, the principal installments of the Series 2025B Bond to be redeemed, the Redemption Price to be paid and the address and phone number of the Trustee. Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of money or Defeasance Obligations sufficient to pay the Redemption Price of and interest on the Series 2025B Bond, and that if such moneys are not so received, such notice shall be of no force or effect and the Series 2025B Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys or Defeasance Obligations sufficient to pay the Redemption Price of and interest on the Series 2025B Bond are not received by the Trustee on or prior to the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

ARTICLE IV

SERIES 2025B PROJECT ACCOUNT; BOND FUND SUBACCOUNTS; PAYMENTS AND COVENANTS

Section 401. Establishment of Series 2025B Project Account and Bond Fund Subaccounts. The Trustee shall establish a special account within the Project Fund designated as the "Series 2025B Project Account" and shall keep the Series 2025B Project Account separate and apart from all other funds and moneys held by it.

The following subaccounts in the Bond Fund are hereby established:

(a) Series 2025B Subaccount of the Interest Account;

(b) Series 2025B Subaccount of the Principal Account; and

(c) Series 2025B Subaccount of the Redemption Account.

The account and subaccounts mentioned above shall be established with and held by the Trustee pursuant to the Master Trust Agreement and this First Supplemental Trust Agreement.

Section 402. Payments by the County. The County shall, subject to the limitations of Section 801 of the Master Trust Agreement, deposit or cause to be deposited with the Trustee the following amounts, and the Trustee shall apply such amounts to the various subaccounts specified herein in the following order:

(a) into the Series 2025B Subaccount of the Interest Account, on or before the Business Day immediately preceding each Interest Payment Date, the amount required to pay the interest due on the Series 2025B Bond on such Interest Payment Date; and

(b) into the Series 2025B Subaccount of the Principal Account, on or before the Business Day immediately preceding each November 1, the amount required to pay the principal installment of the Series 2025B Bond coming due on such November 1.

In addition, the Trustee shall deposit to the Series 2025B Subaccount of the Redemption Account all amounts as shall be delivered to the Trustee by the County from time to time with instructions that such amounts be so deposited.

Section 403. Application of Money in the Series 2025B Project Account. Money deposited in the Series 2025B Project Account in accordance with Section 204 shall be applied to pay the Project Costs relating to the 2025B Project and the Delivery Costs incurred in connection with the sale and issuance of the Series 2025B Bond, all in accordance with Article IV of the Master Trust Agreement.

Section 404. Application of Money in the Series 2025B Subaccount of the Redemption Account. The Trustee shall apply money in the Series 2025B Subaccount of the Redemption Account to the redemption of the Series 2025B Bond as provided in Article III. The Trustee shall pay the accrued interest on the Series 2025B Bond to the date of redemption from the

Series 2025B Subaccount of the Interest Account or other available funds of the County and the Redemption Price of the Series 2025B Bond from the Series 2025B Subaccount of the Redemption Account. The Trustee shall withdraw from the Series 2025B Subaccount of the Interest Account and the Series 2025B Subaccount of the Redemption Account the amounts required to pay the Redemption Price of the Series 2025B Bond so called for redemption, together with accrued interest thereon to the redemption date.

The expenses incurred by the Trustee in connection with the redemption of the Series 2025B Bond shall be paid by the County from any available moneys of the County.

Section 405. Investment of Money. Money held for the credit of the account and subaccounts established hereunder on deposit with the Trustee shall be continuously invested and reinvested by the Trustee at the written direction of the County as provided in the Master Trust Agreement and this First Supplemental Trust Agreement.

Section 406. Payment of Principal, Interest and Premium. Subject to the limitations of Section 801 of the Master Trust Agreement, the County covenants that it will promptly pay the principal of and the interest on the Series 2025B Bond issued under the provisions of this First Supplemental Trust Agreement at the places, on the dates and in the manner provided herein and in the Series 2025B Bond, according to the true intent and meaning thereof. The County further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this First Supplemental Trust Agreement, the Master Trust Agreement, the Deed of Trust or the Series 2025B Bond executed, authenticated and delivered hereunder and under the Master Trust Agreement or in any proceedings of the County pertaining thereto. The County represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2025B Bond authorized hereby; that all action on its part for the issuance of the Series 2025B Bond has been duly and effectively taken; and that the Series 2025B Bond in the hands of the Owner thereof is and will be a valid and binding limited obligation of the County payable according to its terms. The Series 2025B Bond shall be equally and ratably secured with all other Bonds issued and Outstanding under the Master Trust Agreement as provided in the Master Trust Agreement and the Deed of Trust.

Section 407. Tax Covenant. The County covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2025B Bond which was excludable from the gross income of its Owner for federal income taxes on the date of their issuance shall continue to be so excludable.

Section 408. Other Covenants of the County. (a) The County shall furnish to the Owner of the Series 2025B Bond or otherwise post to the Electronic Municipal Market Access ("EMMA") website its audited financial statements within 270 days after the end of the Fiscal Year. The County shall also provide to the Owner of the Series 2025B Bond a copy of its annual budget within 30 days after its adoption. In addition, the County shall provide to the Owner of the Series 2025B Bond such financial information regarding the County and such information relating to the Series 2025B Bond, the 2025B Project or the Mortgaged Property as such Owner may reasonably request, including copies of any long-term capital improvement plans (excluding any privileged or confidential information required or permitted by law to be withheld).

(b) The County hereby agrees that the Owner of the Series 2025B Bond may provide any information or knowledge such Owner may have about the County or about any matter relating to the Series 2025B Bond, the 2025B Project or the Mortgaged Property to any of its subsidiaries or affiliates or their successors, or to any one or more participants or assignees of the Series 2025B Bond.

(c) In the event the County delivers or permits, authorizes or consents to the delivery of the Master Trust Agreement, this First Supplemental Trust Agreement or the Deed of Trust to any person for delivery to the Municipal Securities Rulemaking Board or posting on the EMMA website, prior to such delivery, the County agrees that it shall redact any personal contact information of the Owner of the Series 2025B Bond, any information relating to fees of such Owner and any other information contained herein as may be requested by such Owner in writing to the County and which is permitted to be redacted in accordance with the provisions of MSRB Notice 2011-17 (February 23, 2011). Only such copies of the Master Trust Agreement, this First Supplemental Trust Agreement or the Deed of Trust reflecting such redacted material shall be delivered to the Municipal Securities Rulemaking Board or posted on the EMMA website.

ARTICLE V

THE TRUSTEE

Section 501. Acceptance of Duties by Trustee. The Trustee by execution hereof accepts and agrees to fulfill the trusts imposed upon it by this First Supplemental Trust Agreement subject to the terms and conditions of the Master Trust Agreement.

Section 502. E-Verify. The Trustee hereby certifies that the Trustee understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee shall require that any subcontractor that it uses in connection with the transactions contemplated by this First Supplemental Trust Agreement certify to such subcontractor's compliance with E-Verify.

ARTICLE VI

SUPPLEMENTAL TRUST AGREEMENTS

Section 601. Supplemental Trust Agreements Without Consent of Owner. The County may, from time to time and at any time, execute and deliver such trust agreements supplemental hereto (which supplemental trust agreements shall thereafter form a part hereof) as shall be substantially consistent with the terms and provisions of this First Supplemental Trust Agreement and, in the opinion of the Trustee, who may rely upon a written opinion of legal counsel, shall not materially and adversely affect the interest of the Owner:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this First Supplemental Trust Agreement or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this First Supplemental Trust Agreement;

(b) to grant or to confer upon the Trustee for the benefit of the Owner any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owner or the Trustee;

(c) to add to the covenants and agreements of the County in this First Supplemental Trust Agreement other covenants and agreements thereafter to be observed by the County or to surrender any right or power herein reserved to or conferred upon the County; or

(d) to permit the qualification of this First Supplemental Trust Agreement under any federal statute now or hereafter in effect or under any state blue sky law, and, in connection therewith, if the County so determines, to add to this First Supplemental Trust Agreement or any supplemental trust agreement such other terms, conditions and provisions as may be permitted or required by such federal statute or blue sky law.

At least thirty (30) days prior to the execution and delivery of any supplemental trust agreement for any of the purposes of this Section, the Trustee shall cause at the County's expense a notice of the proposed supplemental trust agreement to be mailed first-class, postage prepaid, to the Owner of the Series 2025B Bond. Such notice shall be prepared by the County, shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by the Owner of the Series 2025B Bond. A failure on the part of the Trustee to mail the notice required by this Section shall not affect the validity of such supplemental trust agreement.

Section 602. Modification of Supplemental Agreement With Consent of Owner. Subject to the terms and provisions contained in this Section, and not otherwise, the Owner of the Series 2025B Bond shall have the right, from time to time, anything contained in this First Supplemental Trust Agreement to the contrary notwithstanding, to consent to and approve the execution and delivery by the County and the Trustee of such supplemental trust agreement as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this First Supplemental Trust Agreement or in any supplemental trust agreement. Nothing herein

contained, however, shall be construed as making necessary the approval by the Owner of the Series 2025B Bond of the execution and delivery of any supplemental trust agreement as authorized in Section 601.

The Trustee shall, at the expense of the County, cause notice of the proposed supplemental trust agreement to be mailed, postage prepaid, to the Owner of the Series 2025B Bond as of the date such notice is mailed. Such notice shall be prepared by the County, shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by such Owner.

Whenever, at any time after the date of the mailing of such notice, the County shall deliver to the Trustee an instrument or instruments in writing purporting to be executed by the Owner of the Series 2025B Bond, which instrument shall refer to the proposed supplemental trust agreement described in such notice and shall specifically consent to and approve the execution and delivery thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the County and the Trustee may execute and deliver such supplemental trust agreement in substantially such form, without liability or responsibility to such Owner.

If the Owner of the Series 2025B Bond has consented to and approved the execution and delivery thereof as herein provided, to the extent permitted by law, the Owner shall not have any right to object to the execution and delivery of such supplemental trust agreement, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the execution and delivery thereof, or enjoin or restrain the County or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Upon the execution and delivery of any supplemental trust agreement pursuant to the provisions of this Section or Section 601, this First Supplemental Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this First Supplemental Trust Agreement of the County, the Trustee and the Owner of the Series 2025B Bond shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this First Supplemental Trust Agreement, as so modified and amended.

Section 603. Series 2025B Bond Affected. For purposes of this First Supplemental Trust Agreement, the Series 2025B Bond shall be deemed to be "affected" by a supplemental trust agreement if the same adversely affects or diminishes the rights of the Owner of the Series 2025B Bond against the County. The Trustee may in its discretion determine whether the Series 2025B Bond would be affected by any supplemental trust agreement and any such determination shall be conclusive upon the Owner of the Series 2025B Bond, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith. The Trustee may, but shall not be required to, execute or consent to any such supplement or amendment that adversely affects its rights, protections or indemnifications under this First Supplemental Trust Agreement.

Section 604. Responsibilities of Trustee and County under this Article. The Trustee and the County shall be entitled to exercise their discretion in determining whether or not any proposed supplemental trust agreement or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the County, the rights and interests of the Owner of the Series 2025B Bond, and the rights, obligations and interests of the Trustee. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of counsel approved by it, who may be Bond Counsel for the County, as conclusive evidence that any such proposed supplemental trust agreement does or does not comply with the provisions of this First Supplemental Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to execute and deliver such supplemental trust agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the County, the Trustee or the Local Government Commission shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested postage prepaid, addressed as follows:

(a) As to the County –

County of Lee, North Carolina
408 Summit Drive
Sanford, North Carolina 27330
Attention: Chief Financial Officer

(b) As to the Trustee --

U.S. Bank Trust Company, National Association
214 North Tryon Street
27th Floor, Mail Code CN-NC-H27A
Charlotte, North Carolina 28202
Attention: Global Corporate Trust

(c) As to the Local Government Commission --

North Carolina Local Government Commission
Longleaf Building
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

(d) As to the initial Owner of the Series 2025B Bond --

JPMorgan Chase Bank, N.A.
111 E. Court Street, Floor 02
Flint, Michigan 48502-1649
Attention: Yvonne G. Carr, Vice President

Unless otherwise specifically provided herein to the contrary, the Trustee shall also have the right to accept and act upon notices, certificates, consents, requests, waivers, requisitions, instructions and directions, including funds transfer and investment instructions (each for purposes of this paragraph, a "Notice"), under this First Supplemental Trust Agreement sent by Electronic Means by the County. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder; provided,

however, that the County shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide Notices by Electronic Means ("Authorized Officers"), which incumbency certificate shall include each Authorized Officer's name, title, sample signature, telephone number, facsimile number and email address from which such Notices will be sent and shall be amended whenever a person is to be added or deleted from the listing. The County agrees that the Trustee cannot determine the identity of the actual sender of Notices delivered by Electronic Means and that the Trustee shall be deemed to have acted reasonably in believing the genuineness of a Notice received by Electronic Means if such Notice on its face appears to have been signed by, and sent from the email address of, an Authorized Officer, as shown on the incumbency certificate provided to the Trustee. The County shall be responsible for ensuring that only its Authorized Officers use Electronic Means to deliver Notices to the Trustee, and the County and its Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Notices delivered by Electronic Means notwithstanding such Notices conflict or are inconsistent with a subsequent written Notice delivered by other means. If the Trustee accepts and acts upon a Notice delivered by Electronic Means in accordance with this paragraph, the County agrees (i) to assume all risks arising out of the use of such Electronic Means to submit Notices to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized Notices and the risk that a Notice is intercepted during transmission and misused by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the Trustee has no responsibility for the County's security procedures in connection with its transmission of Notices and that such procedures, including the procedures set forth herein, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures to the extent they may impact the use of Electronic Means to deliver Notices pursuant to this paragraph.

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered or certified mail, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Trustee under the provisions of this First Supplemental Trust Agreement, or photographic copies thereof, shall be retained in its possession until this First Supplemental Trust Agreement shall be released under the provisions of Section 1301 of the Master Trust Agreement, subject at all reasonable times to the inspection of the County, the Owner of the Series 2025B Bond and their respective agents and representatives.

Section 702. Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the County, the Local Government Commission or the Trustee shall be unable to mail any notice required to be given by the provisions of this First Supplemental Trust Agreement, such party shall give notice in such other manner as in the judgment of such party shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this First Supplemental Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 703. Parties, Owner and Local Government Commission Alone Have Rights Under this First Supplemental Trust Agreement. Except as herein otherwise expressly provided, nothing in this First Supplemental Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Trustee, the Owner of the Series 2025B Bond and the Local Government Commission any right, remedy or claim, legal or equitable, under or by reason of this First Supplemental Trust Agreement or any provision being intended to be and being for the sole and exclusive benefit of the County, the Trustee, the Owner of the Series 2025B Bond and the Local Government Commission.

Section 704. Effect of Partial Invalidity. In case any one or more of the provisions of this First Supplemental Trust Agreement or the Series 2025B Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this First Supplemental Trust Agreement or the Series 2025B Bond, but this First Supplemental Trust Agreement and the Series 2025B Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in this First Supplemental Trust Agreement or the Series 2025B Bond shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the County to the full extent permitted by law.

Section 705. Effect of Covenants; Governing Law; Venue. All covenants, stipulations, obligations and agreements of the County contained in this First Supplemental Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent permitted by the Constitution and laws of the State. This First Supplemental Trust Agreement is executed and delivered with the intent that the laws of the State shall govern this construction. The exclusive forum and venue for all actions arising out of this First Supplemental Trust Agreement are with the North Carolina General Court of Justice in Lee County, North Carolina or the U.S. District Court for the Eastern District of North Carolina, Raleigh Division. Any attempt to contravene this Section shall be an express violation of this First Supplemental Trust Agreement.

Section 706. Headings. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this First Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 707. Further Authority. The officers of the County and other agents or employees of the County are hereby authorized to do all acts and things required of them by this First Supplemental Trust Agreement for the full, punctual and complete performance of all of the

terms, covenants and agreements contained in the Series 2025B Bond and this First Supplemental Trust Agreement.

Section 708. Payment Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this First Supplemental Trust Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this First Supplemental Trust Agreement.

Section 709. Multiple Counterparts. This First Supplemental Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Trustee have caused this First Supplemental Trust Agreement to be executed in their respective names by their respective duly authorized representatives all as of the date first written above.

COUNTY OF LEE, NORTH CAROLINA

[SEAL]

By:_____
Chair of the Board of Commissioners

Attest:

_____
Clerk to the Board of Commissioners

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Vice President

[Signature page to First Supplemental Trust Agreement, dated as of October 1, 2025, between the County of Lee, North Carolina and U.S. Bank Trust Company, National Association]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing First Supplemental Trust Agreement has been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

_____

Deputy Secretary, Local Government Commission of North Carolina

EXHIBIT A

FORM OF SERIES 2025B BOND

R-1 $_____

United States of America
State of North Carolina

COUNTY OF LEE, NORTH CAROLINA
LIMITED OBLIGATION BOND
SERIES 2025B

The County of Lee, North Carolina (the "County"), for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to JPMORGAN CHASE BANK, N.A., or registered assigns or legal representative, the principal sum set forth above in annual installments of principal on November 1 in the years and amounts set forth in Schedule A attached hereto and made a part hereof, and to pay, but solely from said sources, interest from the date hereof on the unpaid portion of said principal sum until payment thereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of 3.97% per annum (subject to adjustment as provided below), such interest being payable on May 1 and November 1 of each year, beginning November 1, 2026, as set forth in Schedule A attached hereto.

Notwithstanding the foregoing, in the event of a Determination of Taxability, the interest rate on this bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on this bond. In addition, the County shall pay to the Owner of this bond (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Owner's failure to include the interest on this bond in its gross income for federal income tax purposes, and (ii) upon request of the Owner of this bond, any additional interest as a result of the increase in the interest rate on all previous interest payments made by the County after the Inclusion Date. In the event of a Determination of Taxability, the Owner of this bond shall provide the County and the Trustee with a new debt service schedule which reflects the new interest rate on this bond which will replace the debt service schedule set forth in Schedule A to this bond.

The principal or interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the day immediately preceding such Interest Payment Date, whether or not a Business Day. Any such principal or interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted principal or interest to be fixed by the Trustee, notice whereof being given to the registered owner not less than ten (10) days prior to such Special Record Date, or

may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which this bond may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Master Trust Agreement (hereinafter mentioned). All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. The Owner of this bond shall promptly cancel and surrender this bond to U.S. Bank Trust Company, National Association or its successor (the "Trustee") at its designated corporate trust office following payment of the final maturity of this bond or redemption in full of this bond.

This bond is a duly authorized limited obligation bond of the County designated "County of Lee, North Carolina Limited Obligation Bond, Series 2025B" issued under and pursuant to the Constitution and laws of the State of North Carolina, a resolution of the Board of Commissioners for the County adopted on October 6, 2025, authorizing the issuance of the this bond, a Master Trust Agreement, dated as of October 1, 2025 (the "Master Trust Agreement"), between the County and the Trustee, and a First Supplemental Trust Agreement, dated as of October 1, 2025 (the "First Supplemental Trust Agreement"), between the County and the Trustee. This bond is being issued for the purpose of providing funds, together with any other available funds, to (a) pay or reimburse the costs of the 2025B Project and (b) pay the fees and expenses incurred in connection with sale and issuance of this bond. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Master Trust Agreement and the First Supplemental Trust Agreement.

This bond is a limited obligation of the County payable during any Fiscal Year solely from funds appropriated for that purpose by the Board of Commissioners for the County in its discretion and from certain other monies made available therefor under the Master Trust Agreement and the First Supplemental Trust Agreement and amounts received under the hereinafter mentioned Deed of Trust. Neither the faith and credit nor the taxing power of the County is pledged to the payment of the principal of and the interest on this bond.

The Master Trust Agreement provides for the issuance from time to time under the conditions, limitations and restrictions set forth therein of Additional Bonds which shall be equally and ratably secured with this bond and any other Additional Bonds hereafter issued pursuant to the Master Trust Agreement (this bond and any Additional Bonds herein referred to as the "Bonds").

As security for the payment of the Bonds and the performance by the County of its other obligations under the Master Trust Agreement, the County has executed and delivered a Deed of Trust, dated as of October 1, 2025 (the "Deed of Trust"), granting to the Trustee for the benefit of the Owners a lien on the Mortgaged Property, subject only to Permitted Encumbrances.

Reference is made to the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust for a more complete statement of the provisions thereof and of the rights of the County, the Trustee and the registered owner of this bond. Copies of the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust are available for inspection by any registered owner of this bond at all reasonable times at the designated corporate trust office of the Trustee. By the purchase and acceptance of this bond, the registered

owner hereof signifies assent to all of the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust.

This bond, together with corresponding obligations under the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust relating thereto, constitutes an installment contract or contract within the meaning of the Section 160A-20, as amended, of the General Statutes of North Carolina entered into by the County for the purpose of financing the acquisition of real or personal property or the construction or repair of improvements thereon.

The Trustee shall keep at its designated corporate trust office books for the registration of transfer of this bond. The transfer of this bond may be registered only upon such books and as otherwise provided in the Master Trust Agreement upon the surrender hereof to the Trustee together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Trustee shall deliver in exchange for this bond a new bond, registered in the name of the transferee, in an aggregate principal amount equal to the principal amount of this bond, containing the same principal installments and bearing interest at the same rate. This bond may not be exchanged for any denomination other than the outstanding principal amount thereof.

Notwithstanding any other provisions of the Master Trust Agreement or the First Supplemental Trust Agreement to the contrary, the Trustee shall not register the transfer of this bond to any person or entity other than (a) a bank, insurance company or similar financial institution or (b) any other entity approved by the Local Government Commission.

Prior to November 1, 2030, this bond shall not be subject to redemption. The County shall have the option to redeem, in whole or in part, the outstanding principal amount of this bond on any date on or after November 1, 2030, at a Redemption Price equal to 100% of the outstanding principal amount of this bond to be redeemed, plus accrued interest thereon, if any, to the redemption date.

Any redemption in part of this bond shall be applied to reduce the principal installments of this bond in inverse order of the maturity unless otherwise agreed to in writing by the Owner of this bond. In the event of any such redemption in part, the Owner of this bond shall provide the County and the Trustee with a new debt service schedule which reflects such redemption which will replace the debt service schedule set forth in Schedule A hereto.

At least forty-five (45) days prior to the redemption date of this bond (unless otherwise waived by the Owner of this bond), the Trustee shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the Owner of this bond.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of money or Defeasance Obligations sufficient to pay the Redemption Price of and interest on this bond, and that if such moneys are not so received, such notice shall be of no force or effect and this bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys or Defeasance Obligations sufficient to pay the Redemption Price of and interest on this bond are not received by the Trustee on or prior to the redemption date, the redemption shall not be made

and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On the date designated for redemption, notice having been given as aforesaid, this bond shall become due and payable at the Redemption Price provided for the redemption of this bond on such date plus accrued interest to such date.

The registered owner of this bond shall have no right to enforce the provisions of the Master Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Master Trust Agreement.

Supplements or amendments to the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust may be made only to the extent and in the circumstances permitted by the Master Trust Agreement and the First Supplemental Trust Agreement.

This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this bond and the execution and delivery of the Master Trust Agreement and the First Supplemental Trust Agreement have happened, exist and have been performed as so required.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Master Trust Agreement or the First Supplemental Trust Agreement until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County of Lee, North Carolina, by resolution duly adopted by its Board of Commissioners, has caused this bond to be manually signed by the Chair of the Board of Commissioners for the County and attested to by the Clerk to the Board of Commissioners for the County and the official seal of the County to be impressed hereon, all as of the ____ day of October, 2025.

COUNTY OF LEE, NORTH CAROLINA

[SEAL]

By:_____
Chair of the Board of Commissioners

Attest:

_____
Clerk to the Board of Commissioners

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The County of Lee, North Carolina Limited Obligation Bond, Series 2025B hereinabove mentioned have been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

_____

Deputy Secretary, Local Government Commission
of North Carolina

CERTIFICATE OF AUTHENTICATION

This bond is a Bond of the Series designated therein and issued under the provisions of the within mentioned Master Trust Agreement and First Supplemental Trust Agreement.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

_____

_____

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

_____

the within bond and all right thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

In the presence of:

_____ _____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SCHEDULE A

DEBT SERVICE SCHEDULE

Payment Date	Principal	Interest	Total
November 1, 2026			
May 1, 2027			
November 1, 2027			
May 1, 2028			
November 1, 2028			
May 1, 2029			
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ITEM #: IX.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 6, 2025

SUBJECT: North Carolina Department of Adult Correction Grant Funding

DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Action Item

REQUEST	To continue funding the re-entry coordinator position through June 30, 2026 using ARPA revenue loss funds if needed.Â
BUDGET IMPACT	$54,748 in salary and fringes.
ATTACHMENTS	Chatham Lee.pdf
PRIOR BOARD ACTION	Board of Commissioners approved staff to establish Lee County Re-entry Council on February 19, 2024. On May 20, 2024, voted to approve Community Support Services to submit an application for funding to DAC in the amount of $225,000 on behalf of Lee and Chatham County Re-entry Councils. October 7, 2024 Board voted to accept $225,000 of grant funding and approved the addition of a re-entry coordinator position using the funding.
RECOMMENDATION	To continue funding the re-entry coordinator position through June 30, 2026 using ARPA revenue loss funds if needed.

SUMMARY

In October 2024, the Board of Commissioners approved the acceptance of $225,000 of grant funding provided by the North Carolina Department of Adult Correction, DAC. This grant was awarded to both Lee and Chatham County. As a requirement of the grant, the re-entry coordinator position was approved by the Board. This position provides case management services for the individuals reentering into our community from incarceration. On August 29,

2025, the County received notice from DAC that the grant would expire August 31, 2025, with a one-month extension through September 30, 2025, due to not having a funding appropriation. Staff met with DAC to gather information regarding the potential continuation of this grant funding. DAC staff informed the County that if an appropriation is authorized, Lee and Chatham County would not have to reapply for the grant. Should this occur, Lee and Chatham would be eligible to enter into a contract to extend this funding an additional two years, renewed annually. Staff are requesting to continue funding the re-entry coordinator through June 30, 2026, using ARPA revenue loss, if needed. Should an appropriation be made, this position would be required to comply with the conditions of the grant. Should DAC grant funding not continue, the Board would need to decide in the budget process whether to continue funding the position.

NC Department of Adult Correction
PROTECTION • INNOVATION
REHABILITATION

Josh Stein
Governor

Leslie Cooley Dismukes
Secretary

August 29, 2025

TO: Lisa Minter, County Manager
Lee County Community Support Services Department

Monica L Artis

FROM: Monica L. Artis, Programs Manager
NC Department of Adult Correction

RE: LRC Funding

We would like to thank you for your dedication and commitment to supporting justice-involved individuals and their successful transition back into the community. Your efforts during FY24-25 have made a meaningful impact.

Due to current budget constraints, the NC Department of Adult Correction will be unable to renew funding for your Local Reentry Council for FY25-26. Effective September 1, 2025, DAC will no longer be able to provide financial support to the councils.

However, for sites with contracts that expire on August 31, 2025, we can offer a one-month extension not to exceed September 30, 2025. Please note that no services, including administrative or personnel fees, may be charged to DAC after September 30, 2025.

We deeply value the partnerships built through your Local Reentry Council and remain committed to providing technical assistance to support your ongoing efforts and the council.

If you have any additional questions, please do not hesitate to contact our office directly.

Thank you again for your continued service to the Chatham and Lee communities.

Cc: Lateisha Thrash, Director of Reentry
George Pettigrew, Deputy Secretary

MAILING ADDRESS:
Division of Rehabilitation & Reentry
3512 Bush Street
Raleigh, NC 27609

FROM THE OFFICE OF:
George Pettigrew
Deputy Secretary
Telephone: 866-3620
http://dac.nc.gov