

Certificate Of Completion

Envelope Id: 25E332F180A441C9A13683A916FE35ED	Status: Completed
Subject: Complete with DocuSign: Leaf Truck Lease-Temporary Agreement between Apex and Holly Springs	
Source Envelope:	
Document Pages: 6	Signatures: 6
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lindsay Goldstein
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	PO Box 8
	Holly Springs, NC 27540
	Lindsay.Goldstein@hollyspringsnc.gov
	IP Address: 204.84.166.2

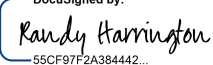
Record Tracking

Status: Original	Holder: Lindsay Goldstein	Location: DocuSign
11/6/2023 9:10:08 AM	Lindsay.Goldstein@hollyspringsnc.gov	

Signer Events

Randy Harrington
 randy.harrington@hollyspringsnc.gov
 Town Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 55CF97F2A384442...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.84.166.2

Timestamp

Sent: 11/6/2023 9:29:52 AM
 Viewed: 11/6/2023 1:37:07 PM
 Signed: 11/6/2023 1:38:21 PM

Electronic Record and Signature Disclosure:

Accepted: 11/6/2023 1:37:07 PM
 ID: 96e74aee-0f71-493e-9a58-134df537b798
 Company Name: Town of Holly Springs

Linda McKinney
 linda.mckinney@hollyspringsnc.gov
 Town Clerk
 Carahsoft OBO Town of Holly Springs
 Security Level: Email, Account Authentication (None)

DocuSigned by:

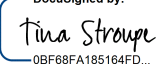
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 Signature Adoption: Pre-selected Style
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Sent: 11/6/2023 1:38:22 PM
 Viewed: 11/6/2023 2:44:07 PM
 Signed: 11/6/2023 2:44:13 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tina Stroupe
 tina.stroupe@hollyspringsnc.gov
 Finance Director
 Town of Holly Springs
 Security Level: Email, Account Authentication (None)

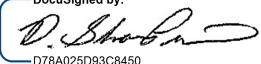
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 Signature Adoption: Pre-selected Style
 Using IP Address: 204.84.166.2

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 Viewed: 11/6/2023 2:58:13 PM
 Signed: 11/6/2023 2:58:23 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shawn Purvis
 shawn.purvis@apexnc.org
 Interim Town Manager
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 96.10.1.162


Sent: 11/6/2023 2:58:25 PM
 Viewed: 11/6/2023 3:19:57 PM
 Signed: 11/6/2023 3:20:11 PM

Electronic Record and Signature Disclosure:

Accepted: 11/6/2023 3:19:57 PM
 ID: da0c4946-26e3-48b9-82b0-0f9da86c530f
 Company Name: Town of Holly Springs

Signer Events	Signature	Timestamp
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Allen Coleman
 allen.coleman@apexnc.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 96.10.1.162

Sent: 11/6/2023 3:20:12 PM
 Viewed: 11/6/2023 4:09:42 PM
 Signed: 11/6/2023 4:20:53 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/6/2023 4:09:42 PM
 ID: e879acc4-3d3d-41ce-a031-4015244179c7
 Company Name: Town of Holly Springs

Antwan Morrison
 antwan.morrison@apexnc.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 C1FC1A957C74406...
 Signature Adoption: Drawn on Device
 Using IP Address: 96.10.1.162

Sent: 11/6/2023 4:20:55 PM
 Viewed: 11/7/2023 11:43:50 AM
 Signed: 11/7/2023 11:43:54 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/7/2023 11:43:50 AM
 ID: c2501bf4-aa16-464b-9963-62c570999d5b
 Company Name: Town of Holly Springs

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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John Schifano
 john.schifano@hollyspringsnc.gov
 Town Attorney
 Town of Holly Springs
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/7/2023 11:43:56 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Freddie Rodriguez
 Freddie.rodriguez@hollyspringsnc.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/7/2023 11:43:56 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/27/2023 1:34:45 PM
 ID: 8df4e0b9-4ba4-41dc-b0bb-5ff12dcf49b2
 Company Name: Town of Holly Springs

Paige Scott
 paige.scott@hollyspringsnc.gov
 Public Works Director
 Public Works Director, Town of Holly Springs
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/7/2023 11:43:57 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/6/2023 9:29:52 AM
Certified Delivered	Security Checked	11/7/2023 11:43:50 AM
Signing Complete	Security Checked	11/7/2023 11:43:54 AM
Completed	Security Checked	11/7/2023 11:43:57 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Holly Springs (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Holly Springs:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jeff.wilson@hollyspringsnc.us

To advise Town of Holly Springs of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jeff.wilson@hollyspringsnc.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Holly Springs

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jeff.wilson@hollyspringsnc.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Holly Springs

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jeff.wilson@hollyspringsnc.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Holly Springs as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Holly Springs during the course of your relationship with Town of Holly Springs.

STATE OF NORTH CAROLINA)
WAKE COUNTY) **VEHICLE LEASE**

This Lease of a vehicle (hereinafter "Lease" or "Agreement"), described below, is made and entered into 11/6/2023 by the Town of Holly Springs ("Holly Springs" or "Lessee") and the Town of Apex ("Apex" or "Lessor"), (collectively the "Parties") has an effective date of the later of the date of signature, and is made under the following terms and conditions:

WHEREAS, the Parties are each North Carolina Municipalities in close proximity and desire to assist each other in the provision of public service when necessary and convenient for each party; and,

WHEREAS, each Party operates separate public utilities departments that, among other things, collect residential leaves by the use of one or more vacuum trucks, and currently Apex has one that is currently surplus to the needs of Apex for a period of time until February 2024, and Holly Springs has a need for an additional truck; and,

WHEREAS, no joint agency or partnership shall be established through this Agreement or Lease.

NOW THEREFORE, in accordance with N.C.G.S. §160A-272, for the good and valuable consideration necessary to effectuate this Lease and in consideration of the foregoing precatory language, the Parties do hereby additionally agree as follows:

1. From the Execution Date until such time as the town's respective councils can consider a \$1 lease which the Parties anticipate to be November 21, 2023 ("Term"), or until terminated by the mutual consent of the Parties, Apex shall Lease the following vacuum truck to Holly Springs for \$750 per week for the entire Term of the lease:
 - a. A 2014 Freightliner M2 106 Leaf Truck (VIN 1FVACYCY0EHFW2024), (the "Truck").
2. The Town of Holly Springs shall be responsible for the daily maintenance of the Truck, as well as any damage (reasonable wear and tear excepted) and shall add it to Holly Springs' insurance list for the fair market value so determined by the North Carolina League of Municipalities. In the event of any catastrophic damage or mechanical failure due to misuse not covered by insurance during the Term and during use by Holly Springs, Holly Springs shall work cooperatively with Apex to ensure that Apex receives fair market value of the Truck and/or a replacement truck of equal or greater value. If at any time truck equipment fails in a manner that makes the truck unusable for its intended purpose it will be returned to Apex and no lease payment will be due for the period during which the truck could not be used as intended.
3. **Termination.** This Agreement may be terminated by written agreement of both Parties. Either Party may terminate this Agreement because of substantial breach of this Agreement by the other Party, provided that the terminating Party has given thirty (30) days' written notice to the breaching Party and the breaching Party has not cured the breach during that

period. Either Party may terminate this Agreement without cause provided that the terminating Party has given ninety (90) days' written notice to the other Party. This section does not limit the Parties' rights to enforce this Agreement through any other action or remedy. Upon termination, it is agreed that all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

4. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

Town of Apex
PO Box 250
Apex, North Carolina 27502-250
Attention: Town Manager

With copies to the Public Works & Transportation Director

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Attention: Town Manager

With copies to the Solid Waste Manager

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

5. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the parties.
6. **Representations and Warranties.** The Parties each represent, covenant and warrant for the other's benefit as follows:
 - (a) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. This Agreement is a valid and binding obligation of each Party.
 - (b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or

instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

(d) The Truck and its components are in proper mechanical condition and may be placed in service for the purpose it is intended.

7. **Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.
8. **No Waiver of Non-Compliance with Agreement.** No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
9. **Governing Law.** The parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.
10. **Assignment.** Neither Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.
11. **Liability of Officers and Agents.** No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

12. **Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
13. **Verification of Work Authorization.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
14. **No third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

IN TESTIMONY WHEREOF, the Town of Apex and the Town of Holly Springs, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SEAL]

**TOWN OF HOLLY SPRINGS, NORTH
CAROLINA**

DocuSigned by:
Randy Harrington
By: _____
Randy J. Harrington, Town Manager

Date: 11/6/2023

Attest:

DocuSigned by:
Linda McKinney

19AFC5DA5A02484...
Linda C. McKinney, Town Clerk

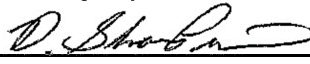
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Tina Stroupe

Tina Stroupe, Finance Director
Town of Holly Springs

[SEAL]

TOWN OF APEX, NORTH CAROLINA

DocuSigned by:
By: 
D78A025D93C8450
Shawn Purvis, Interim Town Manager

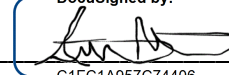
Date: 11/6/2023

Attest:

DocuSigned by:

Allen Coleman, Town Clerk

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

DocuSigned by:
By: 
G1FC1A957C74406
Antwan Morrison, Finance Director
Town of Apex