

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 21, 2022

REGULAR MEETING, 5:30 P.M.

CALL TO ORDER

INVOCATION – Pastor Thomas Toguchi, Grace Church

PLEDGE OF ALLEGIANCE – Debra Ensminger, Planning Director

I.PUBLIC COMMENT PERIOD (Procedures are attached to agenda.)

II.ADDITIONAL AGENDA

CHAIRMAN – Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?

III.APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

A.Minutes: June 2, 2022, Special Meeting

B.Minutes: June 7, 2022, Regular Meeting and Closed Session

C.Budget Amendments

D.Pandemic Recovery Capital Project Ordinance (Fund 437)

E.Subaward Agreement between Moore County and East Moore Water District

F.Local Educational Bonds – 2018 Bond Referendum – Revision 18

G.Lease & Budget Amendment – GASB 87 Policy

H.Tax Releases/Refunds – May 2022

I.Contract for Inmate Food Services

J.Detention Center Medical Plan

K.Amendment to Administrative Services Agreement w/ First Carolina Care Insurance Co.

L.Fuel Agreement between Moore County and Village of Pinehurst

M.Contract for Paving Project for DSS

N.Contract for Roofing Project for DSS

O.Contract Amendment No. 2 w/ Southern Pines Women's Health Center

P.Amendment to Soil & Water FY 22 Fee Schedule

Q.Contract with SHI for Firewall Purchase

R.Contract with SHI for Purchase of Laptops

S.Memorandum of Understanding between DSS and MCTS

T.General Management Contract with Moore County Airport

IV. RECOGNITIONS

V. PRESENTATIONS

VI. PUBLIC HEARINGS

A. Public Hearing/Administration – FY 2023 Proposed Budget (Wayne Vest, County Manager)

B. Public Hearing/Public Works – System Development Fee Analysis for Moore County Public Utilities (Randy Gould, Public Works Director)

C. Public Hearing/Planning – General Use Rezoning Request: Highway Business (B-2) to Rural Agricultural (RA) – NC 211 HWY (Debra Ensminger, Planning Director)

D. Public Hearing/Planning – General Use Rezoning Request: Residential and Agricultural (RA-40) to Highway Commercial (B-2) – NC 73 Highway – Continued from May 16, 2022 (Debra Ensminger, Planning Director)

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Public Works – Request for Approval of Transfer of Ownership of The Carolina (aka Caropines) Water System to Southern Pines (Randy Gould, Public Works Director)

B. Public Works – Request for Approval of Sole Source and Contract for Badger Meters Replacement (Randy Gould, Public Works Director)

C. Public Works – Request for Approval of Sole Source and Contract for Badger Meters Purchase (Randy Gould, Public Works Director)

D. Legal – Request for Approval of Resolution Requesting NC General Assembly to Revise G.S. 115C-301(c2) to Change the State's Allotment of Enhancement Teachers (Commissioner Nick Picerno / Misty Leland, County Attorney)

IX. APPOINTMENTS

A. Convention & Visitors Bureau Board

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if needed

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

EMWD Special Meeting, Thursday, June 23, 3:45pm

Special Meeting, Thursday, June 23, 4:00pm

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.
2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.
3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.
4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.
5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.
6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be

respectful

and courteous in their remarks and must refrain from personal attacks and the use of profanity.

7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get

to speak, those names will be carried over to the next Public Comment Period.

8. Any applause will be held until the end of the Public Comment Period.

9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks

and documents with the Clerk to the Board.

10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public

office, including the candidacy of the person addressing the Board; matters which are closed session matters, including

but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.

11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the

rear of the Commissioner's Meeting Room.

12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING THURSDAY, JUNE 2, 2022

The Moore County Board of Commissioners convened for a Special Meeting at 5:30pm, Thursday, June 2, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, 1 Courthouse Sq., Carthage, NC.

Commissioners Present: Chairman Frank Quis, Vice Chair Catherine Graham, Jerry Daeke, Otis Ritter, Nick Picerno

Chairman Quis called the meeting to order. The purpose of the meeting was to continue a quasi-judicial hearing regarding a request by Tri South Builders, Inc. for a Special Use Permit for a Major Conservation Subdivision Preliminary Plat approval for 53 lots on 73.77 acres, ParID 00034394, located on Union Church Road, Carthage, owned by James and Carolyn Ring, per Deed Book 2368, Page 240. The hearing was originally opened on May 16, 2022.

Chairman Quis reopened the hearing. County Attorney Misty Leland restated the request and then witnesses were sworn in by the Clerk. Ms. Leland provided opportunity for Board members to reveal information or special knowledge about the case and opportunity to withdraw due to conflicts and there was none. Ms. Leland reviewed the five findings of fact that had to be met and then called forward Michael Parker, representing himself and other community members in opposition to the Special Use Permit request. Mr. Parker asked for a motion to dismiss. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to deny Mr. Parker's motion to dismiss. Mr. Parker asked the Board for a motion to dismiss based on the applicant's failure to make a prima facie showing. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to deny Mr. Parker's motion to dismiss. The hearing proceeded over approximately four hours as Mr. Parker called several witnesses and referenced exhibits.

A transcript and documents for the record are hereby incorporated as a part of these minutes by attachment as Appendix A.

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to continue the hearing to June 23, 2022, at 4:00pm.

III.A.

06/21/2022

Adjournment

Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to adjourn the June 2, 2022, Special Meeting of the Moore County Board of Commissioners at 9:48pm.

Francis R. Quis, Jr., Chair _____ Laura M. Williams, Clerk to the
Board

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 7, 2022

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 9:30am, Tuesday, June 7, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Frank Quis, Vice Chair Catherine Graham, Jerry Daeke, Nick Picerno, Otis Ritter

Chairman Quis called the meeting to order

CLOSED SESSION

Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3), (4), and (5). The Board reported no action following closed session.

At 10:30am, in open session, Reverend Jerry Wilson provided the invocation and Clerk to the Board Laura Williams led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

The following offered public comment: John Misiaszek.

Chairman Quis noted an item on the Consent Agenda, a contract with SHI International Corp for computer replacements, needed to be removed from the agenda. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to remove the SHI contract from the agenda.

Chairman Quis asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

CONSENT AGENDA

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the following consent agenda items:

III.B.06/21/2022

Minutes: May 11, 2022, Special Meeting

Minutes: May 16, 2022, Regular Meeting

Budget Amendments

Personnel Policy Revision

NCACC Risk Management Pool Proposals for Workers Comp & Liability & Property

Group Life Insurance: Ratify Voya Termination & Approve Madison National Life Insurance Company, Inc.

Group Application

MCTS Contract with Monarch for FY 23

Acceptance of Grant Funds from CWRAR Grant Program with NCDEQ (CW28427)

Acceptance of Two Grants for Glass Infrastructure Improvement

The budget amendments and personnel policy revision are hereby incorporated as a part of these minutes by attachment as Appendices A and B, respectively.

PRESENTATIONS

Sandhills Center Quarterly Fiscal Report

Finance Director Caroline Xiong presented the quarterly fiscal report for Sandhills Center for Mental Health / Developmental Disabilities / Substance Abuse Services.

PUBLIC HEARINGS

Call to Public Hearing/Public Works – System Development Fee Analysis for Moore County Public Utilities

Public Works Director Randy Gould requested the Board call a public hearing on June 21, 2022, at 5:30pm regarding the system development fee analysis. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to conduct a public hearing to consider the public comments made for the system development fee analysis for Moore County Public Utilities.

Call to Public Hearing/Planning – General Use Rezoning Request: Highway Business (B-2) to Rural Agricultural (RA) – NC 211 HWY

Planning Director Debra Ensminger requested the Board call a public hearing regarding a general use rezoning request. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to call for a public hearing on June 21, 2022, at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Rural Agricultural (RA) of once parcel of approximately 5/74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County tax records.

NEW BUSINESS

Health – Request for Approval of FY22 Activity 546 Agreement Addendum for Acceptance of \$177,925

Interim Health Director Matt Garner requested approval of funding agreement addendum. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Moore County Health Department's request to accept funding in the amount of \$177,925 as per the FY 22 Activity 546 Agreement Addendum and to grant Interim Health Director Matthew Garner signatory authority for the agreement.

Administration – Request for Approval of Change Order # 3 to Contract with Harrod and Associates Constructors

Capital Projects Manager Rich Smith requested approval of change order # 3 to the contract with Harrod and Associates for the sports complex project. The change order was the result of moving the emergency generator from the original location shown on the plan at the front entrance to the rear of the building. Commissioner Ritter discussed usage of the generator for emergency sheltering. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to approve the AIA contract with Harrod and Assoc. Constructors, Inc. and authorize the Chair to sign the same.

Board – Consideration of Legislative Goals for Submission to NCACC

Commissioner Picerno discussed the NC Association of County Commissioners legislative goals process and the importance of goals that would be helpful to Moore County and all 100 NC counties. He shared that he had reached out to Moore County Schools Superintendent Dr. Tim Locklair regarding whether there was one thing the General Assembly could fund that would relieve pressure from local funding and move it back to the State where it belonged. Dr. Locklair reported back to Commissioner Picerno that it would be to increase the State's allotment of enhancement teachers from a K-5 allotment to a K-8 allotment, which would allot Moore County Schools approximately an additional 15-16 teaching positions. This would reduce the burden on local funding of teaching positions. Commissioner Picerno made a motion to direct the County Attorney to construct a resolution stating that Moore County supports increasing the State's allotment of enhancement teachers from a K-5 allotment to a K-8 allotment. The resolution would be brought back to the Board for a vote at the next meeting. Chairman Quis asked if there would be additional suggestions (for legislative goals) and Commissioner Picerno recommended keeping it to a minimum so it would have more weight. Commissioner Graham asked if as a member of the NCACC Board of Directors Commissioner Picerno was aware of any other counties considering similar resolutions and Commissioner Picerno indicated he was not as they would not really discuss it until later in the year, and he further discussed the process. Chairman Quis thanked Commissioner Picerno for his service with the NCACC. Commissioner Graham seconded the motion made by Commissioner Picerno, which carried 5-0.

APPOINTMENTS

ABC Board

Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to appoint Michael Kantorowski as Chair of the ABC Board.

Fire Commission

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to appoint Carlton Cole as the South Region Chief Representative to the Fire Commission for a two-year term expiring June 30, 2024. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to appoint Timmy Brown (Chief – North Region), Mike St. Onge (Chief – West Region), and

Brian Atkins (citizen representative) to the Fire Commission for two-year terms expiring June 30, 2024.

Human Resources Appeals Committee

Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Liane York to the Human Resources Appeals Committee for a three-year term expiring June 30, 2025.

Juvenile Crime Prevention Council

Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to reappoint Mary Spell to the Juvenile Crime Prevention Council for a two-year term expiring June 30, 2024.

Local Emergency Planning Committee

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint Josh Brooks and to appoint Matt Garner to the Local Emergency Planning Committee for three-year terms expiring June 30, 2025.

Planning Board

Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to appoint Joseph Garrison as Chair of the Planning Board for FY23. Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 5-0 to appoint Mick McCue to the Planning Board for a three-year term. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Hugh David McLean to the Planning Board for a three-year term.

Sandhills Community College Board of Trustees

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Joseph Clendenin to the Sandhills Community College Board of Trustees for a four-year term effective July 1, 2022, and expiring June 30, 2026.

Transportation Advisory Board

Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 5-0 to reappoint Maria Campbell, Kimmie Dowdy, and Sean McCormick to the Transportation Advisory Board for three-year terms expiring June 30, 2025.

Workforce Development Board

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Michelle Bauer to the Workforce Development Board for a three-year term effective July 1, 2022, and expiring June 30, 2025.

Partners in Progress

The commissioners discussed the appointment of a member to fill the late former Commissioner Louis Gregory's seat on the Partners in Progress Board of Directors and decided to wait until the new Board of Commissioners was seated in the fall to make that appointment.

Chairman Quis expressed thanks to all citizens who volunteered to serve on boards and committees.

County Attorney noted that no action was taken upon the Board's exit from closed session earlier in the meeting and she requested they vote to come out of closed session and seal the minutes. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted to come out of closed session and seal the minutes.

COMMISSIONERS' COMMENTS

Commissioner Picerno commented regarding locally funded teaching positions, his thought that the Schools not having enough teaching positions would be the point they recommended for submission as a legislative goal to the NCACC, and his surprise that it was not. Commissioner Picerno said locally funded positions cost the County around \$72,000/position, which was money that could be going to maintain the schools. He said while he was surprised, he was very encouraged and offered congratulations to Dr. Locklair on his appointment as Superintendent. He noted that Dr. Locklair being a Moore County native would be very beneficial and there would be a good working relationship with the Board of Commissioners and Board of Education going forward with that sort of person in charge. Commissioner Picerno said they could really work with Dr. Locklair and get a lot of things done for the Schools.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the June 7, 2022, Regular Meeting of the Moore County Board of Commissioners at 11:06am.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM:

DATE:

SUBJECT:

PRESENTER:

REQUEST:

Caroline L. Xiong, Finance Director

06/13/2022

Budget Amendments

Caroline L. Xiong

Agenda Item: Meeting Date: 06/21/2022

Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.

BACKGROUND: The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The

budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget

is adopted. Attached are detailed explanations of each amendment. The amendments are:

Department/ Amount Sources of Revenue Justification Journal

Fund 1. Sheriff \$15,000 Off Duty Assignment Funds paid by vendors requesting 120283
increase service from Sheriff Office

2. Aging \$15,000 COVID-19 Vaccine NC Division of Aging & Adult serves 120362
increase Education & Outreach by Triangle J Council of Governments

3. Cooperative \$7,675 Purchases and donations Master Gardener, 4-H, Agricultural, 120396
Extension increase from Master Livestock, General Fees Gardener/Livestock show

4. Health \$74,735 ELC Enhancing Detection COVID-19 pandemic work 543 120445
increase Expansion Supplement funding funds

5. Risk \$400,000 Insurance Reimbursement Funds used for future medical claims 120470
Management increase if needed

6. Finance I \$3,609,564 General Funds for transfers Future governmental Projects, debt 120475
Public Utilities increase WPCP for transfers payments and capital projects

IMPLEMENTATION PLAN: NIA

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$104,735, Multi-Year Grants Fund for \$7,675, Capital Reserve for Gov Project Fund for \$852,726, Capital Reserve Fund for Debt for \$2,000,000, Capital Reserve Fund for Enterprise Fund for \$574,749, Capital Reserve for Capital Project SCC Fund for \$182,089, Risk Management Fund for \$400,000 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY: Recommend a motion to approve the following budget amendments as stated and accept any grant funds awarded to the County associated with the budget amendment.

SUPPORTING ATTACHMENTS: The following budget amendments and supporting information are attached:
III.C.

Fiscal Year 2021/2022

Budget Line Item

Number

Sheriff -Off Duty Assignment

Revenue 10024005 30520 Off Duty Assignment

Expense 10019505 51205 Off Duty Assignment

Budgeted

Amount Increase/ Revised

33,760

33,760

(Decrease) Budget

15,000

15,000

48,760

48,760

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120283

Budget Amendment Staff Report

Department:

Sheriffs Office

Increase or Decrease of Amount of Funding:

Increase to Off Duty Assignment Collections in the Sheriffs Office to cover off duty assignments through June 30, 2022

Source(s) of Funding:

10024005 30520 Off Duty Assignment Revenue INCREASE \$15,000

10019505 51205 Off Duty Assignment Payroll Expense INCREASE \$15,000

Justification (please be specific):

Funds have been collected to increase the budget to equal the actual collections in the Sheriffs Office for Off Duty Assignments. These funds are paid by vendors requesting the service from the Sheriffs Office for off-duty assignments and contracted by the Sheriffs Office.

Revenue

Expense

Fiscal Year 2021/2022

Budget Line Item

Number

Budgeted

Amount Increase/

(Decrease)

Aging -COVID19 Vaccine Education & Outreach Triangle J Council of
Governments

10032024 32617 COVID 19 Vaccine Outreach

10030025 54957 COVID 19 Vaccine Outreach

15,000

15,000

Approved this _____ day of _____ , 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120362

Revised

Budget

15,000

15,000

Department: Aging

Budget Amendment Staff Report

Increase or Decrease of Amount of Funding: \$15,000

Revenue Account

Expense Account

10032024 32617 COVID19 VACCINE EDUCATION & OUTREACH10030025 54957 COVID19 VACCINE
EDUCATION & OUTREACHSource(s) of Funding:

Federal Administration for Community Living with the NC Division of Aging and Adult
Services by way of Triangle J Council of Governments.

Justification (please be specific):

Funds will be used for the purpose of providing outreach to educate, promote and encourage
Covid-19 vaccinations in those aged 60 and older and targeted sub-groups therein. Outreach will
be completed by providing educational advertisements in local media, such as: LIFE 103 .1 FM
radio station, The Pilot newspaper and website, local PineStraw Magazine, etc. Flyers will be
created and purchased to educate Department of Aging clients and Senior Center Participants as
well as to distribute at events hosted or participated in by the Department of Aging.

Revenue

Expense

Revenue

Expense

Revenue

Expense

Revenue

Expense

Revenue

Expense

Fiscal Year 2021/2022

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Cooperative Extension -Purchases and donations from Master Gardener and prize money not used for Livestock Show

24024020 32518 Master Gardener 10,481 923

24025020 53252 Master Gardener 9,102 923

24024020 32519 4-H 4,770 6,194

24025020 53253 4-H 4,770 6,194

24024020 32520 Agricultural 8,564 52

24025020 53254 Agricultural 5,564 52

24024020 32521 Livestock 3,300 195

24025020 53255 Livestock 6,300 195

24024020 32522 General Fees 2,760 311

24025020 53256 General Fees 4,139 311

Approved this _____ day of _____, 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120396

11,404

10,025

10,964

10,964

8,616

5,616

3,495

6,495

3,071

4,450

Budget Amendment Staff Report

Department:

Cooperative Extension

Increase or Decrease of Amount of Funding:

1. Class fees, book purchases & donations for Master Gardener classes \$923 increase
2. Fee for 4-H camp programs \$6,194 increase
3. Reimburse for Book Purchase \$52 increase
4. Prize Money not used for Livestock Show used for Livestock Show \$195.00 increase
5. Registration fees Meeting and Trainings \$311 increase

Source(s) of Funding:

1. 24024020 32518 -Master Gardener
24025020 53252 -Master Gardener
2. 24024020 32519 -4-H
24025020 53253 -4-H
3. 24024020 32520-Agricultural
24025020 53254 -Agricultural
4. 24024020 32521 -Livestock
24025020 53255 -Livestock
5. 24024020 32522-General Fees
24025020 53256 -General Fees

Justification {please be specific):

1. Funds allocated from Master Gardener class fees, book purchases & donation
2. Funds allocated from Fees for 4-H Camp
3. Funds allocated from book purchase reimbursement
4. Funds allocated from Prize Money not used for Livestock Show
5. Funds allocated from Meetings and trainings

Revenue

Expense

Expense

Expense

Expense

Expense

Fiscal Year 2021/2022

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Health -ELC Enhancing Detection Expansion supplement funds

10019056 32969 543EL Transfer from Multi-Yr Grant 234,285 74,735

10039025 51201 Salaries -Overtime 56,558 6,884

10039025 51203 Salaries -Resource 3,975 1,210

10039061 51201 Salaries -Overtime 16,835 6,552

10039061 51203 Salaries -Resource 22,324 10,718

10039061 51218 Salaries Resource -COVID 134,593 49,371

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120445

309,020

63,442

5,185

23,387

33,042

183,964

Budget Amendment Staff Report

Department:

Health

Increase or Decrease of Amount of Funding: Increase 10019056-32969 543EL Activity 543 ELC Grant \$74,735

Increase 10039025-51201 Administrative Salaries -Overtime \$6,884

Increase 10039025-51203 Administrative Salaries-Resource \$1,210 Increase 10039061-51201 Clinical Salaries - Overtime \$6,552 Increase 10039061-51203 Clinical Salaries -Resource \$10,718 Increase 10039061-51218 Salaries -Resource COVID \$49,371

Source(s) of Funding: The Division of Public Health (DPH), Communicable Disease Branch (CDB) is making an allocation of these ELC Enhancing Detection Expansion supplemental funds available to all local health departments through the "CDC-RFA-CK19-1904" supplemental award, and in accordance with NC Session Law 2021-3, to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Justification (please be specific): This Budget Amendment is needed to cover additional workforce capacity costs incurred by the Health Department due to COVID-19 pandemic work performed by both full-time and resource employees.

Activity 543 funding is provided in order for the Local Health Department to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Activities undertaken by the Local Health Department (LHD) and funded through this Agreement Addendum shall address the following allowable activities, 1-6:

1. Enhance Laboratory, Surveillance, Informatics, and other Workforce Capacity.
2. Strengthen Community Laboratory Testing.
3. Advance Electronic Data Exchange at Public Health Labs.
4. Improve Surveillance and Reporting of Electronic Health Data.
5. Use Laboratory Data to Enhance Investigation, Response and Prevention.
6. Coordinate and Engage with Partners.

Revenue

Expense

Fiscal Year 2021/2022

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Self-Insurance/Risk Management -Insurance Reimbursement

81018000 36053 Insurance Reimbursements

81046025 54503 Health Expenses

375,000

8,622,758

400,000 775,000

400,000 9,022,758

Approved this _____ day of _____ , 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120470

Budget Amendment Staff Report

Department/Fund:

Self-Insurance/Risk Management Fund (Fund 810)

Increase or Decrease of Amount of Funding:

Increase \$400,000 -81018000 36053 Insurance Reimbursement

Increase \$400,000 -81046025 54503 Health Expenses

Source(s) of Funding:

Insurance Reimbursement

Justification (please be specific):

The Self-Insurance/Risk Management Fund received additional insurance reimbursement funds of \$400,000. The funds will be used for future medical claims if needed.

Revenue

Expense

Revenue

Expense

Revenue

Expense

Revenue

Expense

Fiscal Year 2021/2022

Budget Line Item

Number

Finance/Public Utilities -Funds 250, 251, 252, 253

25019056 32955 Transfer from General Fund

25052056 59914 Avail to be Trans

25119056 32955 Transfer from General Fund

25152156 59924 Available to be Transferred

25319056 32955 Transfer from General Fund

25352356 59924 Avail to e Transf for Debt

25219056 32967 Transfer from WPCP

25252256 59925 Avail to be Transf to WPCP

Budgeted

Amount Increase/

(Decrease)

55,301,059 852,726

26,374,750 852,726

8,000,000 2,000,000

3,946,375 2,000,000

1,583,879 182,089

182,089

4,614,482 574,749

1,459,256 574,749

Approved this _____ day of _____ , 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120475

Revised

Budget

56,153,785

27,227,476

10,000,000

5,946,375

1,765,968

182,089

5,189,231

2,034,005

Budget Amendment Staff Report

Department/Fund:

- 1) Finance/Fund 250 Capital Reserve for Governmental Projects
- 2) Finance/Fund 251 Capital Reserve for Debt
- 3) Finance/Fund 253 Capital Reserve for Capital Project SCC
- 4) Public Utilities/Fund 252 Capital Reserve for Enterprise Projects

Increase or Decrease of Amount of Funding:

- 1) Increase \$ 852,726 -25019056 32955 Transfer from General Fund
Increase \$ 852,726 -25052056 59914 Available To Be Transferred
- 2) Increase \$2,000,000 -25119056 32955 Transfer from General Fund
Increase \$2,000,000 -25152156 59924 Available To Be Transferred
- 3) Increase \$ 182,089 -25319056 32955 Transfer from General Fund
Increase \$ 182,089 -25352356 59924 Available To Be Transferred
- 4) Increase \$ 574,749 -25219056 32967 Transfer from WPCP
Increase \$ 574,749 -25252256 59925 Available To Be Transferred to WPCP

Source(s) of Funding:

General Fund for transfers (1), (2), and (3)

Water Pollution Control Plant for transfers (4)

Justification (please be specific):

- 1) \$852,726 will be available for future governmental Projects
- 2) \$2,000,000 will be available for future debt payments
- 3) \$182,089 will be available for future capital projects for Sandhills Community College
- 4) \$574,749 will be available for future capital projects for the Water Pollution Control Plant

Agenda Item:

Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: June 13, 2022

SUBJECT: Approval for the Pandemic Recovery Capital Projects Ordinance (Fund 437)

PRESENTER: Caroline L Xiong, Finance Director

REQUEST: 1) Request to approve the Pandemic Recovery Capital Projects Ordinance for the County of Moore. The ordinance establishes a capital project fund for the capital needs in the Sheriff and EMS Departments. 2) Request to approve the budget amendment as presented.

BACKGROUND:

- The County of Moore has been awarded \$19,594,757 under the American Rescue Plan Act of 2021 (CSLFRF). This funding will come in two tranches. The County has received the first tranche of \$9,797,378.50 in May 2021 and the balance will be delivered approximately 12

months later. The Final Rule permits funds to be used to cover costs beginning on March 3, 2021. Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

- On March 1, 2022, the Board of Commissioners approved a Grant Project Ordinance for the following projects:

1) \$4,797,378 for Broadband Projects 2) \$1,223,689 for Moore County Public Utilities ARP Projects (MCPU ARP Projects) 3) \$2,398,690 for Water Pollution Control Plant ARP Projects (WPCP ARP Projects) 4) \$1,175,000 for East Moore Water District ARP Projects (EMWD ARP Projects)

5) \$10,000,000 for Revenue Replacement Standard Allocation – Public safety salaries & fringe benefits for period of July 1, 2021, through December 31, 2024

- The Finance Department is currently working with the Sheriff and EMS Departments to complete effort certification paperwork that verifies employees' salaries paid out during the period of 7/01/2021 to 4/30/2022. Once this process is complete, ARP funding through the standard allowance will be transferred to the general fund and EMS fund to reimburse the salaries and fringe benefits for the Sheriff and EMS departments. Once this is complete, the funds will be transferred to the Pandemic Recovery Capital Projects Ordinance.

FINANCIAL IMPACT STATEMENT: Staff will make the necessary fund transfers to the Pandemic Recovery Capital Projects Fund.

III.D.

RECOMMENDATION SUMMARY: 1) Make a motion to approve of the Pandemic Recovery Capital Projects Ordinance for the County of Moore. 2) Make a motion to approve the budget amendment as presented.

SUPPORTING ATTACHMENTS Pandemic Recovery Capital Projects Ordinance Budget Amendment

BE IT ORDAINED by the Board of Commissioners, County of Moore, North Carolina, pursuant to North Carolina General Statute § 159-13.2, the following project ordinance is hereby adopted as follows: Section 1. The project authorized is to provide capital project needs to the Sheriff and EMS Departments. This allocation to this capital project fund enabled through salary reimbursement from funding from the American Rescue Plan Act (ARPA). Section 2. The officers and staff of this unit are hereby directed to proceed with the project within the budget contained herein.

Section 3. The following amounts are appropriated for the Pandemic Recovery Capital Projects Ordinance:

Budget

Sheriff Vehicles 3,663,060\$

Sheriff Vehicle Equipment 680,000\$

EMS Ambulance Purchases 3,051,978\$

EMS Pinehurst Renovation 450,000\$

EMS Defibrillators 602,005\$

Station X 450,000\$

Narrow Band Radio Replacement

Project 1,000,000\$

Other Projects 102,957\$

Total 10,000,000\$

Section 4. The following revenues are anticipated to be available for the Pandemic Recovery Capital Projects Ordinance:

Budget

Transfer from General Fund 5,896,017\$

Transfer from EMS 4,103,983\$

Total 10,000,000\$

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of North Carolina General Statutes, federal regulations and any other applicable laws.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments

as due.

Section 7. The Finance Officer is directed to report the financial status of the project, as requested by the Board of Commissioners.

Section 8. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, budget officer and Clerk to the Board of Commissioners.

Adopted this 21st day of June 2022.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams Clerk to the Board

Fiscal Year 2021/2022

Budget Line Item Number Budgeted Amount Increase/Revised
(Decrease)Budget

Revenue 10019056 38512 Transfer from CSLFRF Grant Fund - 5,896,017 5,896,017
Expense 10036056 59977

Transfer to Pandemic Recovery Capital

Projects Fund - 5,896,017 5,896,017

Revenue 20019056 38512 Transfer from CSLFRF Grant Fund - 4,103,983 4,103,983
Expense 20048056 59977

Transfer to Pandemic Recovery Capital

Projects Fund - 4,103,983 4,103,983

Approved this _____ day of _____, 2022

Frank Quis
Moore County Board of Commissioners

Laura Williams
Clerk to the Board
120509
Finance - Transfers to Pandemic Recovery Capital Projects Fund

Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: June 13, 2022

SUBJECT: Approval for the subaward agreement between the County of Moore and East Moore Water District

PRESENTER: Caroline L. Xiong, Finance Director

REQUEST: To make a motion to approve the subaward agreement between the County of Moore and East Moore Water District.

BACKGROUND:

- The County of Moore has been awarded \$19,594,757 under the American Rescue Plant Act of 2021 (CSLFRF). This funding will come in two tranches. The County has received the first tranche of \$9,797,378.50 in May 2021 and the balance will be delivered approximately 12months later. The Final Rule permits funds to be used to cover costs beginning on March 3,2021. Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

- At the ARP Work Session on February 9th, 2022, the recommendation from staff was to selectthe standard of allowance of \$10 million since the County did not report any lost revenue withthe lost revenue growth formula (slightly modified with the Final Rule) provided by the U.S.Treasury. The standard allowance will minimize the reporting burden while maximizing the benefit of the funds by giving us greater flexibility in uses and timing. The funds can be spent on allowable general government services such as salaries/fringe benefits,capital/operating purchases, professional services and capital projects. Ineligible generalgovernment uses are: pension fund contributions, debt payments, financial reserves,settlements/judgements, violates conflict of interest provision, violates state/federal laws, and discourages compliance with CDC.

- On March 1, 2022, the Board of Commissioner approved a Grant Project Ordinance for thefollowing projects:

- 1) \$4,797,378 for Broadband Projects

- 2) \$2,398,689 for Moore County Public Utilities Projects3) \$2,398,690 for Water Pollution Control Plant Projects

- 4)\$10,000,000 for Revenue Replacement Standard Allocation – Public safety salaries & fringebenefits for period of July 1, 2021 through December 31, 2024

- U.S. Treasury and federal guidelines dictate deciding on whether the awardee is a subrecipientor a contractor. The County of Moore's adopted subaward policy provides a template inAppendix A. Finance and Public Works used this template to determine that East MooreWater District would be considered a subrecipient.

III.E.

- After this decision was reached, Finance completed Appendix B of the subaward policy, which is a risk assessment of the awardee. The results found East Moore Water District to be a low-risk awardee.
- Next, Finance followed the subaward policy to create a monitoring plan for East Moore Water District throughout the length of the project. The details of this plan are detailed in the subaward agreement.
- Finally, Finance drafted a subaward agreement between the County of Moore and East Moore Water District. This agreement was drafted by Finance and approved by Legal. Once approved by the County of Moore Board and the East Moore Water District Board, the transfer can be made, and the project will be bid out in accordance with UG Federal, State and Local regulations.

FINANCIAL IMPACT STATEMENT:

Thurlow Booster Pump Station is already budgeted in the EMWD ARP Capital Project Ordinance.

RECOMMENDATION SUMMARY: Make a motion to approve the subaward agreement between East Moore Water District and the County of Moore. **SUPPORTING ATTACHMENTS** Subrecipient or Contractor Classification Checklist - Thurlow Booster Pump Station Subrecipient Risk Assessment - Thurlow Booster Pump Station Subrecipient Monitoring Form - Thurlow Booster Pump Station Subaward Agreement - Thurlow Booster Pump Station

Subaward Agreement – EMWD Thurlow Booster Pump Station

This agreement is made and entered into this 21st day of June, 2022, by and between COUNTY OF MOORE (“County”), a North Carolina body corporate in the State of North Carolina, and East Moore Water District (“Subrecipient”), with funding provided through the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover funds.

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement Between County of Moore, North Carolina

and East Moore Water District Article I. Overview. Section 1.1. Parties. The parties to this agreement are the County of Moore, North Carolina, a body politic and political subdivision of the State of North Carolina County and East Moore Water District, a North Carolina Blended Component Unit of the County of Moore. (“Subrecipient”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this

Agreement. Section 1.3. Roles. For the purposes of this Agreement, the County serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the \$19,594,757

allocated to the County the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF). Section 1.5. Purpose. The purpose of this Agreement is to

establish the terms and conditions for a subaward allocated to the Subrecipient from the County.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the County to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period 7/1/2022 (the “Effective Date”) through 12/31/2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”). Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities). Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the

program budget as approved by the County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the County; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of County.

Article III. Compensation. Section. 3.1. Payment of Funds. County agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$1,175,000 ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by the County if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement.

Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement. (This section will be subject to change with the approval of the Finance Director or Finance Designee).

Section. 3.2. Invoices. On or before the first (1st) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices and associated receipts, in the financial software (Munis) , for the most recent month ended, to the County, setting forth actual expenditures of Subrecipient in accordance with this Agreement. Refer to the allowable cost policy for the approval process of disbursement. (This section will be subject to change with the approval of the Finance Director or Finance Designee).

Section. 3.3. County's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by County from the ARP/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that County receives from the ARP/CSLFRF is reduced, County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. County also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration. Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement

and with any program income earned as a result of funds received pursuant to this Agreement.

Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial

management procedures as may from time-to-time be prescribed by County if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. County shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. County may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement. Section. 4.4. Financial and Other Reports. Subrecipient reporting will be completed by the finance staff of the County of Moore through financial software (Munis). The information generated will be used for reporting progress on the project to the U.S. Treasury. Subrecipient shall submit to County such reports and back-up data as may be required by the Federal Government or County including such reports which enable County to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by County under this Agreement or any other agreements between County and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. County will not accept a payment request submitted after this date without prior authorization from the County of Moore. In consideration of the execution of this Agreement by

County, Subrecipient agrees that acceptance of final payment from County will constitute an agreement by Subrecipient to release and forever discharge County its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of County. Such requirements shall include submitting final reports to County and providing any closeout-related information requested by County by the deadlines specified by County. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws. Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between County and the US Department of Treasury, and all applicable federal, state, and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. County may assist Subrecipient in complying with all applicable requirements. However, Subrecipient remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2). Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal

Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

1 <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how

Subrecipient must administer the subaward and how County must oversee Subrecipient.

The applicable UG provisions are as follows: Subpart A, Acronyms and Definitions Subpart B, General provisions Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213) Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4)) Subpart E, Cost Principles Subpart F, Audit Requirements 2 CFR Part 25 (Universal Identifier & System for Award Management) 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) 2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. County may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of County's assistance, it is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by County. Section. 5.4. Procurement Requirements.

(a) Federal. Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:

1. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
2. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

3. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient shall immediately disclose in writing to County any potential conflict of interest affecting the awarded funds

in accordance with 2 CFR 200.112.

4. Pursuant to 2 CFR 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5. Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price." 2 CFR 200.318(i).

(b) Local. In addition to the requirements described in subsection (a), the Subrecipient shall comply with the following: all applicable North Carolina General Statutes and Moore County Procurement requirements. To be determined by Finance Director or Finance Designee. 1. Reporting. Subrecipient shall document, in its quarterly report to the County of Moore, the status of all contracts executed in connection with this Agreement.

2. County review of solicitations. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward

to County a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. County will review the solicitation and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the County. Consistent with 2 CFR 200.324, County will review the solicitation for compliance with applicable procurement standards. County's review and comments shall not constitute a binding approval of the solicitation. Regardless of County's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review County identifies any deficiencies, then County will communicate those deficiencies to Subrecipient as quickly as possible within the ten (10) business day window outlined above.

3. County review of contracts. Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Subrecipient shall forward to County a copy of the written contract prior to contract execution. County shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the County. Consistent with 2 C.F.R. §200.324, County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. County review and comments shall not constitute an approval of the contract.

Regardless of County's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review County identifies any deficiencies, then County will communicate those deficiencies to Subrecipient as soon as possible within the ten (10) business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

(c) Mandatory Contract Provisions. Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by County Section 5.5. Subawards. In executing this Agreement, Subrecipient may not enter a subaward without prior written approval from County. Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316. More details will be determined by the Finance Director and Finance Designee.

Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307.

Section. 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain and provide to the County a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section. Civil Rights Laws. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964

(42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Subrecipient represents that neither it, nor any of its principals has been

debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide County with all information requested by County to enable County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the County of Moore, North Carolina by the U.S. Department of the Treasury."

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain;

or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In

any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have

access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to County within thirty (30) days of the execution of

this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction). The information will be requested if the Finance Director or Finance Designee determines that it is a requirement.

Section 5.20. Drug-free Workplace Requirements. The information will be requested by the Finance Director or Finance Designee to meet the requirement from U.S. Treasury's Policy related to 2 CFR 182.

Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. County Responsibilities. County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. County must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. County may require Subrecipient to take corrective action if deficiencies are found.

The type and degree of monitoring activities depends on the results of the Subrecipient Risk Assessment, as detailed in County Subaward and Monitoring Policy for the expenditure of

ARP/CSLFRF funds, see Exhibit E (Subaward Policy). The following specific monitoring activities apply to this Agreement:

- Payment Validations (monthly)
- Report reviews (quarterly)
- Desk Reviews (at least once per year and more frequently if requested by county or subrecipient)
- Onsite reviews (upon request of County or subrecipient)
- Audit review (yearly)

This monitoring plan reflects the County of Moore's assessment that East Moore Water District is a low risk subrecipient. Section. 6.2. Subrecipient Responsibilities. (a) Cooperation with County Oversight. Subrecipient shall permit County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement. Section 6.3. Interventions. If County determines that Subrecipient is not in compliance with this Agreement, County may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency. If County determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

County may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that County determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues. (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period (2) More frequent or more thorough reporting by the Subrecipient (3) More frequent monitoring by the County (4) Required Subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues. (1) Restrictions on funding payment requests by Subrecipient (2) Disallowing payments to Subrecipient (3) Requiring repayment for disallowed cost items (4) Imposing probationary status on Subrecipient

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues. (1) Temporary or indefinite funding suspension to Subrecipient (2) Nonrenewal of funding to Subrecipient in subsequent year (3) Terminate funding to Subrecipient in the current year (4) Initiate legal action against Subrecipient Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of County. Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel). Article VII. Default and Termination. Section. 7.1. Termination for Cause. County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. County may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice. Sec. 7.3. Termination by Mutual Agreement. County and Subrecipient may agree to terminate

this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to County because of any breach of Agreement by Subrecipient. County may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until

the exact amount of damages due County from Subrecipient is determined. Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless County and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement. Section. 8.2. Insurance. Subrecipient must maintain insurance policies with minimum limits as follows:

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage: Bodily Injury \$1,000,000.00 per occurrence Property Damage \$100,000.00 per occurrence Bodily Injury/Property Damage \$1,000,000.00 combined single limit per occurrence Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning,

design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina

and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide County with a Certificate of Insurance

reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If

Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement. Subrecipient shall name County as an additional insured except as to workers compensation

insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to County. If Subrecipient fails at any time to maintain and keep in force the required insurance, County may cancel and terminate the Agreement without notice. Section. 8.3. Venue and Jurisdiction. County and Subrecipient agree that they executed and

performed this Agreement in Moore County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Moore County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions. Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable

in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law. Section. 8.7. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without County's prior written consent. Unless County otherwise agrees in writing, Subrecipient and all assigns are subject to all County's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement. Section. 8.9. Notices. All notices and other communications required or permitted by this

Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the COUNTY OF MOORE: P.O. Box 905, Carthage, NC 28327 cxiong@moorecountync.gov;
tvuncannon@moorecountync.gov

(b) If to the Subrecipient:

East Moore Water District Attn. Randy Gould, Public Works Director P.O. Box 1927, Carthage, NC 28327
rgould@moorecountync.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

EAST MOORE WATER DISTRICT

Signature of Subrecipient, name and title

ATTEST BY:

Attest by: Signature, name, and title

COUNTY OF MOORE

Signature of County of Moore, name and title

PREAUDIT CERTIFICATE

Finance Officer

Exhibit A: Subaward Data

Subrecipient Name East Moore Water District

Subrecipient Unique Entity Identifier: VNKLYBGG41M1

Federal Award Identification Number (FAIN): [Insert Federal Award Identification #]

Federal Award Date of Award to the Recipient by the Federal
Agency:

[Insert date]

Subaward Period of Performance Start Date: 7/1/2022

Subaward Period of Performance End Date: 12/31/2026

Amount of Federal Funds Obligated by this Action by the Pass-
Through Entity to the Subrecipient:

\$1,175,000

Total Amount of Federal Funds Obligated to the Subrecipient
by the Pass-Through Entity Including the Current Obligation:

\$1,175,000

Total Amount of the Federal Award Committed to the
Subrecipient by the Pass-Through Entity:

\$1,175,000

Federal Award Project Description: Thurlow Booster Pump Station Construction

Name of Federal Awarding Agency: Department of Treasury

Name of Pass-Through Entity: The County of Moore , North Carolina

Contact Information for the County of Moore Authorizing
Official:

Caroline Xiong, cxiong@moorecountync.gov

Contact Information for Project Manager: Randy Gould, rgould@moorecountync.gov

CFDA Number and Name: 21.027- Coronavirus State and Local Fiscal
Recovery Funds

Identification of Whether Subaward is R&D: Not R&D

Subrecipient Indirect Costs: See Exhibit C – Approved Budget

Exhibit B: Approved Activities

This project is to construct a new, larger booster pump station on the site of the existing Thurlow Lake Road (Thurlow) Booster Pump Station within the East Moore Water District (EMWD) . This will provide greater flow for distributing water across the EMWD and Moore County (MCPU) water systems. Moore County owns 3 million gallons per day of water capacity, which is pumped through the EMWD water system to the MCPU systems.

Exhibit C: Approved Budget

Consult the County's Allowable Costs and Cost Principles Policy and the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES Total Revenue

Coronavirus State and Local Fiscal Recovery Funds

Awarded \$ \$1,175,000

Budget Cost Categories

OMB Uniform Guidance

Federal Awards Reference 2

CFR 200

Total

Expenditures

1. Personnel (Salary and Wages) \$ \$0
2. Fringe Benefits \$ \$0
3. Travel \$ \$0
4. Equipment \$ \$0
5. Supplies \$ \$0
6. Contractual Services and Subawards \$ \$0
7. Consultant (Professional Service) \$ \$0
8. Construction \$ \$1,175,000
9. Occupancy (Rent and Utilities) \$ \$0
10. Research and Development (R&D) \$ \$0
11. Telecommunications \$ \$0
12. Training and Education \$ \$0
13. Direct Administrative Costs \$ \$0
14. Miscellaneous Costs
 - a. Advertising and public relations costs
 - b. Materials and supplies costs, including costs of computing devices
15. Add additional cost items as needed \$0
16. Total Direct Costs (add lines 1-15) \$ \$0
17. Total Indirect Costs \$0

Rate %:

Base*: \$ \$0

18. Total Costs Federal Grant Funds (Lines 16 and

17) MUST EQUAL REVENUE TOTALS ABOVE

\$ \$1,175,000

* The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission,

scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

Exhibit E: Subaward Policy

COUNTY OF MOORE POLICY FOR SUBAWARD & MONITORING FOR
EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS
STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL
GOVERNMENTS

WHEREAS the County of Moore, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021

(ARP/CSLFRF); and WHEREAS the funds may be used for projects within the following categories, to the extent authorized by state law: 1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff; 2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; 3. Replace lost public sector revenue, using this funding to provide government services to

the extent of the reduction in revenue experienced due to the pandemic; 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and, 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to

improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the Assistance Listing (21.027); and

WHEREAS the ARP/CSLFRF authorizes the County of Moore to enter subaward agreements with subrecipients to assist the County of Moore to carry out the terms of the ARP/CSLFRF; and WHEREAS if the County of Moore enters into a subaward as a subrecipient, it acts as a pass-

through entity, as described in 2 CFR 200.1; and WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (v.3.0 February 2022) provides, in relevant part: Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation. Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations. Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on these organizations. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Separately or in addition, many recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end—users. For example, a recipient may provide a grant to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the Recipient intends to provide, assistance to households experiencing homelessness, and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements; and

WHEREAS Subpart D of the UG dictates subrecipient and award requirements for expenditure of ARP/CSLFRF funds; and WHEREAS 2 CFR 200.332 states that:

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the required information at the time of the subaward. If some of the required information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward;
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring;

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described by 2 CFR 200.208;

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved; (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient, [specific] monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements an achievement of performance goals; (f) Verify that every subrecipient is audited as required by 2 CFR 200, Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501; (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and (h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 and in program regulations. BE IT RESOLVED that the governing board of the County of Moore hereby adopts and enacts the following Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Frank Quis, Chairman

Moore County Board of Commissioners ATTEST:

Laura M. Williams Moore County Clerk to the Board

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN
RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R.

1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The County of Moore (hereinafter (COUNTY) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Finance Director and Purchasing Coordinator , who are charged with the administration and financial oversight of the ARP/CSLFRF.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following: Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see § 200.331. See also the definition of subaward in this section. Contractor: an entity that receives a contract as defined in this section.

Pass-through Entity: a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. The County is the pass-through entity if it awards a subaward to a subrecipient.

Recipient: an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. Subaward: an award provided by a pass-through entity to a subrecipient for the subrecipient

to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

III. SUBRECIPIENT CLASSIFICATION

The County must make a case-by-case determination whether an agreement with another government entity or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor. 2 CFR 200.331.

A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity: (1) Determines who is eligible to receive what Federal assistance; (2) Has its performance measured in relation to whether objectives of a Federal program were met;

(3) Has responsibility for programmatic decision-making; (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and (5) In accordance with its agreement, uses the Federal funds to carry out a program for a

public purpose specified in authorizing statute, as opposed to providing goods or services

for the benefit of the pass-through entity. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

(1) Provides the goods and services within normal business operations; (2) Provides similar goods or services to many different purchasers; (3) Normally operates in a competitive environment; (4) Provides goods or services that are ancillary to the operation of the Federal program;

and

(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons. In determining whether an agreement between a pass-through entity and another non-Federal

entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The County will use the above criteria to determine if an agreement involving the expenditure of

ARP/CSLFRF is a contract or subaward. The Finance Director and Purchasing Coordinator will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. (Appendix 1: Subrecipient or Contractor Classification Checklist.)

If the agreement involves a contractor relationship (including a contract for services), the County must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, the County must proceed to Sections IV. Through VII. Below.

IV. ASSESSMENT OF RISK

Before engaging in a subaward, the County must evaluate a subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The Finance Department will conduct the risk assessment, which will include consideration of the following factors:

- (1) The subrecipient's prior experience with the same or similar subawards;
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency). 2 CFR 200.332(b). The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the types and degree of subrecipient monitoring.

(Appendix 2: Subrecipient Assessment of Risk) The County will assign an overall risk level to the subrecipient indicating the following: Low Risk Moderate Risk High Risk

There is a low risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

There is high risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

If a proposed subrecipient is deemed high risk, the Finance Director or Purchasing Coordinator must provide written justification to proceed with the subaward. The justification must be approved by the County Attorney.

V. SUBRECIPIENT MONITORING

The County will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve: (1) Reviewing financial and performance reports required by the pass-through entity; (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward; (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521; and (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward. The County's monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk Subrecipient Deemed Medium Risk

Subrecipient Deemed High Risk

- Payment validations (monthly)
- Report reviews (quarterly)
- Desk reviews (at least once per year and more frequently if requested by County or subrecipient)
- Onsite reviews (upon request of County or subrecipient)
- Audit review (yearly)
- More detailed financial reporting
- Payment validations (monthly)
- Report reviews (bi-monthly)
- Desk reviews (within 6 months of project start and

every six months thereafter)

- Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by [County/City/Town/Village] or subrecipient)
- Audit review (yearly)
- More detailed financial reporting
- Compliance training (one-time)
- Prior approvals for certain expenditures
- Payment validations (monthly)
- Report reviews (monthly)
- Desk reviews (within 3 months of project start and at least quarterly thereafter)
- Onsite reviews (within 6 months of project start and bi-annually thereafter, or

- Procedures engagement (if subrecipient not subject to Single Audit Act; yearly) more frequently as requested by County or subrecipient)
- Audit review (yearly)
- Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by the County for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to the County. Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by Finance Director and Purchasing Coordinator. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: The [County will conduct a meeting to review the subrecipient's award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. The County will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient. Onsite review: The County will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The County will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: The County must verify that every subrecipient is audited as required by 2 CFR 200 Subpart F (Single Audit) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501. The County must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, the County will issue a management decision for any audit findings related to the subaward. The decision will clearly

state whether or not the audit

finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the County may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be

arranged and paid for by the County. The County will verify completion of the procedure's engagement. Within six months of the acceptance of the procedure's engagement report, the County will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the County may request additional information or

documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the

Low-Risk category above, the [County will notify the subrecipient of the following in the subaward: (1) The nature of the additional requirements; (2) The reason why the additional requirements are being imposed; (3) The nature of the action needed to remove the additional requirement, if applicable; (4) The time allowed for completing the actions if applicable; and (5) The method for requesting reconsideration of the additional requirements imposed. To implement the monitoring plan, [the Finance Director and/or Purchasing Coordinator must perform periodic reviews and document findings in the Subrecipient Monitoring Form (Appendix 3: Subrecipient Monitoring Form).

VI. SUBRECIPIENT INTERVENTIONS

The County may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If the County determines that the subrecipient is not in compliance with the subaward, the County may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement. The County must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the County

otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention: (1) The nature of the additional requirements; (2) The reason why the additional requirements are being imposed; (3) The nature of the action needed to remove the additional requirement, if applicable; (4) The time allowed for completing the actions if applicable; and (5) The method for requesting reconsideration of the additional requirements imposed. The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the subrecipient
- (3) More frequent monitoring by the County
- (4) Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues. (1) Restrictions on funding payment requests by subrecipient (2) Disallowing payments to subrecipient

- (3) Requiring repayment for disallowed cost items

(4) Imposing probationary status on subrecipient Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to subrecipient
- (2) Nonrenewal of funding to subrecipient in subsequent year
- (3) Terminate funding to subrecipient in the current year
- (4) Initiate legal action against subrecipient

VII. SUBAWARD AGREEMENT & EXECUTION

The subaward agreement will be drafted by County Attorney's Office using the Subaward Agreement Template. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by County Attorney, the County Manager may fully execute the subaward agreement, subject to any required budget amendments by the County governing board, preaudit requirements, and other contract execution prerequisites set by the County.

Exhibit F: Key Personnel

[DRAFTER NOTE: CREATE A CONTACT INFORMATION FORM HERE]

County INFORMATION

Administrative Address: P.O. 905, Carthage, NC 28327

Invoice Address: P.O. 905, Carthage, NC 28327

Project Manager Name: Randy Gould

Project Manager Title: Public Works Director

Project Manager Email: rgould@moorecountync.gov

Project Manager Phone: 910-947-4300

Fiscal Officer Name: Caroline Xiong

Fiscal Officer Title: Finance Director

Fiscal Officer Email: cxiong@moorecountync.gov

Fiscal Officer Telephone: 910-947-7119

SUBRECIPIENT INFORMATION

Administrative Address: P.O. 1927, Carthage, NC 28327

Invoice Address: P.O. 1927, Carthage, NC 28327

Project Manager Name: Randy Gould

Project Manager Title: Public Works Director

Project Manager Email: rgould@moorecountync.gov

Project Manager Telephone: 910-947-4300

Fiscal Officer Name: Caroline Xiong

Fiscal Officer Title: Finance Director

Fiscal Officer Email: cxiong@moorecountync.gov

Fiscal Officer Telephone: 910-947-7119

Subrecipient or Contractor Classification Checklist

If the County of Moore wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, the County must determine if the relationship with the outside entity is a contractor or subrecipient. To make this determination the County must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records. Instructions: Complete Sections one through three. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between the County and outside entity. In borderline cases, the County may either provide a written justification for its determination in Section three or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

Name of Outside Entity: East Moore Water District

Section 1 -- Brief Description of Nature of Proposed Agreement:

Section 1 -- Subrecipient. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

May determine who may be eligible to receive Federal assistance under the program guidelines. For example: A subrecipient that identifies mentors and mentees under a mentoring program. Has its performance measured in relation to whether objectives of a Federal program were met? The recipient will rely upon the subrecipient's data to submit its own performance data to Treasury. Has responsibility for programmatic decision making. For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.

In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the Federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.

The subrecipient will not earn a profit under the agreement.

This project is to construct a new, larger booster pump station on the site of the existing Thurlow Lake Road (Thurlow) Booster Pump Station within the East Moore Water District (EMWD). This will provide greater flow for distributing water across the EMWD and Moore County (MCPU) water systems. Moore County owns 3 million gallons per day of water capacity, which is pumped through the EMWD water system to the MCPU systems.

The subrecipient is required to contribute cash or in-kind match in support of the subaward.

Section 2 -- Contractor. A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. Entities that include these characteristics are not subject to compliance requirements of the Federal program because of the agreement, though

similar requirements may apply for other reasons. A contractor relationship may have one or more of the following characteristics:

Provides goods and services within normal business operations; Provides similar goods or services to many different purchasers; Normally operates in a competitive environment; Provides goods or services that are ancillary to the operation of the Federal program;

Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging; The entity may earn a profit under the contract.

FINAL DETERMINATION:

Subrecipient Contractor

Section 3 – Justification. In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Explanation of Justification Determination:

East Moore Water District is a blended component unit of Moore County and does not offer competitive services. The agreement to build the pump station does not directly impact revenue generating activities.

Signature: _____ Date: 6/1/2022

Print Name and Title: _ Caroline Ly Xiong, Finance Director

Subrecipient Risk Assessment

Subrecipient Information:

Subrecipient Name East Moore Water District

Subrecipient Unique Entity Identifier: VNKLYBGG41M1

Brief Description of Subaward Project and Role of Subrecipient:

This project is to construct a new, larger booster pump station on the site of the existing Thurlow Lake Road (Thurlow) Booster Pump Station within the East Moore Water District (EMWD). This will provide greater flow for distributing water across the EMWD and Moore County (MCPU) water systems. Moore County owns 3 million gallons per day of water capacity, which is pumped through the EMWD water system to the MCPU systems.

Name and Title of Subrecipient Personnel

Providing Information for this Risk Assessment

Caroline Xiong, Finance Director

Terra Vuncannon, Procurement Manager

Tami Golden, Budget Director, and Internal Auditor

Andreu Sutterby, Strategic Project Coordinator

No Is the entity prohibited from receiving Federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)?

(<https://sam.gov/content/home>)

Yes Is the entity in good standing with the County of Moore? Discuss with appropriate staff.

Yes Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed?

(<https://facweb.census.gov/uploadpdf.aspx>)

If yes, List Findings:

The Federal Audit Clearinghouse did not have any irregularities.

Risk Category Rating Label Comments

General Assessments

1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?

Low (Capable of handling additional

needs of
award)

2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?

Low (Has adopted all UG policies & procedures)

3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?

Low (Has adopted all of these policies)

4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?

Low (Yes, the organization is properly licensed or certified by a recognized source)

5. Does the entity have a Code of Ethics policy which is provided to all associated employees?

Low (Yes and provided to all employees)

6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?

Low (Yes, fully demonstrated commitment)

Financial Management, Systems, & Personnel

7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?

Low (Yes)

8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?

Low (Yes for funds, property, and other assets)

9. What is the current staffing level of the entity?

Low (Currently fully staffed)

10. Has there been any change in the entity's key staffing positions in the last 2 years?

Low (No staffing changes in last 2 years)

11. What is the entity's staff's experience in performing stated activities in the proposed subaward?

Low (All staff are experienced in performing

stated activities
of the award)

12. Does the entity have a formal, written
personnel policy that addresses:

- (a) Pay rates & benefits
- (b) Time & attendance
- (c) Leave
- (d) Discrimination
- (e) Nepotism
- (f) Conflict of Interest?

Low (Yes, has
all of these
policies)

13. Does the entity have sufficient internal
controls related to the subaward funds?

Low (Yes, has
sufficient internal
controls)

14. Does the entity have sufficient cash flow to
carry out the subaward terms?

Low (Yes, has
sufficient cash
flow)

Experience with Other Federal Grants

15. Has the entity previously done work for the
federal government?

Low (Yes,
significant
experience
doing work for
federal
government)

If low or moderate (yes), list the last
three agencies and award periods.

- (a) If low or moderate (yes), what is the
entity's past performance on meeting
federal program outcomes and managing

Low (Met 85%
or more of
outcomes)

federal funds in compliance with federal regulations?

16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?

Low (Yes)

17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.

Low (No interventions)

18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?

Low (Yes)

Audits

19. Does the entity have a designated federal cognizant audit agency?

Low (Yes) If low (yes), provide name of audit agency.

20. Has the entity completed a Single Audit in the past five years?

Low (Yes, by a certified account or accounting service)

If low or moderate (yes), provide a copy of the most recent audit and do not complete the rest of the Audit Section.

(a) If high (no) to 20., does the entity have annual financial statements that have been reviewed or audited by an independent audit firm?

Low (Yes) If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.

Indirect Rate Information

21. Does the entity have a negotiated federal indirect/F&A rate? (Note: This question does not impact weight of risk assessment)

NO If yes, what is the rate?

If no, indicate that de minimis 10%

indirect rate will apply

Overall Risk Assessment

22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?

Low (None)

23. What percentage of the entity's overall annual budget will this subaward comprise?

Moderate (25-50%)

24. Considering all factors above, assess overall level of risk LOW

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: __Caroline Ly Xiong, Finance Director__ Date of Assessment: __6/1/22__

Subrecipient Monitoring Form

This report reflects the County of Moore's substantive assessment of the subrecipient's project implementation and subaward compliance. The County's project manager assigned to the subaward, or finance officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion and following review by Finance Director or Purchasing Coordinator the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. Subaward Overview (complete this section for all reviews)

STAFF INFORMATION

Reviewed conducted by: Date:

Type (programmatic,
financial, or both)

Date:

Review confirmed by: Date:

SUBRECIPIENT INFORMATION

Subrecipient Name:

Subrecipient Program Personnel (who
participated in the review):

Subrecipient Contact Phone Number:

Subrecipient Fiscal/Audit Personnel (who
participated in the review):

Subrecipient Fiscal Contact Phone Number:

GRANT REVIEW INFORMATION

Grant Project # Award \$ POP Begin POP End Review Period
Beginning

Date

Ending Date

TYPE OF MONITORING

Type of Monitoring Date

Completed

Comments

Payment Validation (Complete
this column, but not the rest of
the form.)

Report Review (Complete this column, but not the rest of the form.)

Audit or Procedures Engagement Review (Complete this column, but not the rest of the form.)

Desk Review (If desk review, complete the rest of the form.)

Onsite Review (If onsite review, complete the rest of the form.)

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES

List any issues, concerns, or other specialty items for follow-up during review.

1. 2.

SUMMARY OF PROGRESS

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS (Complete all fields that are applicable to the subaward.)

Activity Goals N/A Yes No N/A

Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.

1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?

(a) If yes, was the Recipient informed of the change?

2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?

3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?

4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?

5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?

6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)

7. Did the activity funding source change?

8. Was there a change in make-up or responsibility of staff for the activity?

9. Were invoices for reimbursement payments submitted with support documentation?

10. Were reports outlined in the Subaward Agreement submitted on time?

General Comments

General Compliance Yes No N/A

Request a copy of all applicable policies and procedures required by the ARP/CSLFRF award terms and Uniform Guidance.

11. Does the subrecipient have written policies and procedures to adequately

administer the ARP/CSLFRF subaward?

12. Does the subrecipient have a written conflict of interest policy for their employees?

13. Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?

14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with ARP/CSLFRF and Uniform Guidance requirements?

What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?

Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?

Describe any technical assistance/training provided to subrecipient during the project period.

General Comments

Employee Reimbursement N/A Yes No N/A

Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.

15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?

16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?

17. Does the subrecipient have a Reimbursement Policy?

Examine two or more reimbursements that were paid out of the grant being monitored.

18. Were the detailed receipts provided to support the amounts requested?

19. Were the expenses in compliance with grant requirements/guidelines and UG?

20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?

General Comments

Equipment N/A Yes No N/A

What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.

How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.

What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.

Request an inventory list, physical locate selected items, and examine items to ensure compliance.

1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?

2. Has all equipment indicated as purchased actually been purchased?

3. Was equipment purchased in accordance with required procurement rules/policies?

4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?
7. Has the inventory been updated, and did it account for all items transferred to other entities?

8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?

9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?

General Comments

Financial Management N/A Yes No N/A

What is the Accounting System for each grant program?

1. Is there a separate accounting for all financial transactions for the subaward?
2. Is a process in place to prevent co-mingling of funds?
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?

4. Are accounting records supported by source documentation?
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?

6. Does the system provide for prompt and timely recording and reporting of all financial transactions?

7. Is proper Fiscal record retention being followed (through Dec. 31, 2031)?

What is the process for approval and payment of expenditures and posting to the General Ledger?

8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?

9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?

10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?

11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?

12. Are cancelled checks or warrants available for review?

13. Were all subaward funds that were received disabused within the allowable timeframe?

What is the reconciliation process, and how are errors or adjustments handled?

14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?

15. Does the subrecipient have sufficient internal controls related to reconciliations?

16. Were actions taken to promptly correct any errors and/or resolve issues?

General Comments

Other Direct Costs N/A Yes No N/A

How are rent, utilities, and other items allocated for the program?

1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?

2. Are receipts, bills, and invoices properly maintained?

3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?

4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?

General Comments

Personnel/Direct Labor N/A Yes No N/A

Describe the payroll process and who is paid by the subaward.

1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?

2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.

3. Are individual employee time sheets and attendance records:

- Prepared and signed by each employee for each pay period?
- Reviewed and signed by each employee's supervisor?
- Reconciled to the payroll master ledger?

4. Are all authorized staff positions filled for the approved budget?

5. Are staff salaries consistent with the approved budget?

6. Are fringe benefits the same as what is listed in the approved budget?

General Comments

Reporting Requirements N/A Yes No N/A

Subrecipients are required to report on progress toward implementing plans described in their application/proposal.

1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?

2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.

Comments

Supplies & Materials N/A Yes No N/A

Explain the process of allocating supply costs to the subaward.

1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?

2. Are expenditures for supplies consistent with the approved budget?

3. Is there a substantial supply inventory remaining at the project termination date?

4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?

General Comments

Travel/Vehicle Mileage N/A Yes No N/A

Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.

1. Is employee travel approved in advance by a supervisor or project manager?
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?
4. Are mileage reimbursements supported by a mileage log or similar documentation?

General Comments

Single Audit Review N/A Yes No N/A

Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.

1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?

General Comments (If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

Agenda Item:

Meeting Date: 06/21/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: June 13, 2022

SUBJECT: Local Educational Bonds - 2018 Bond Referendum – Revision 18

PRESENTER: Caroline Ly Xiong

REQUEST:

Approve the Local Educational Bonds - 2018 Bond Referendum Capital Project Ordinance – Revision 18

BACKGROUND:

North Carolina General Statutes authorize the adoption of Local Educational Bonds - 2018 Bond Referendum Capital Project Ordinance for the lifetime of the project.

IMPLEMENTATION PLAN:

The Project Ordinance including any revisions will be in place for the lifetime of the project.

FINANCIAL IMPACT STATEMENT:

The Project Ordinance includes the revenues and expenditures for the lifetime of the project.

RECOMMENDATION SUMMARY:

Make a motion to adopt the Local Educational Bonds - 2018 Bond Referendum Capital Project Ordinance – Revision 18 as presented.

SUPPORTING ATTACHMENTS:

Project Ordinance – Revision 18

III.F.

County of Moore

Local Educational Bonds – 2018 Bond Referendum (Fund 482)

Project Ordinance – Revision #18

Journal 120361

BE IT ORDAINED by the Board of Commissioners, County of Moore, North Carolina, pursuant to North Carolina General Statute § 159-13.2, the following project ordinance is hereby adopted as follows:

Section 1. The capital project authorized is to provide funds for acquiring and constructing New Elementary Schools and improving, expanding and renovating other public school facilities; also will provide funds, for acquiring, constructing, improving, expanding, renovating and equipping community college facilities, including Nursing Education Facilities.

Section 2. The officers and staff of this unit are hereby directed to proceed with the project within the budget contained herein.

Section 3. The following amounts are appropriated for the Local Educational Bonds – 2018 Bond Referendum Capital Project Ordinance:

New Southern Pines Elementary School:

Budget Incr./Decr. Revised Budget

Architect	1,770,000\$	-\$	1,770,000\$		
Construction	31,183,483\$	-\$	31,183,483\$		
FF&E	2,306,540\$	-\$	2,306,540\$		
Cost of Issuance	300,185\$	-\$	300,185\$		
Transfer to Capital Res for Govt Project	2,901,361\$	-\$		2,901,361\$	
2019 SP GO BD Premium	-\$	-\$	-\$		
Modernization EL Gym Project MEGYM	3,474,273\$	-\$		3,474,273\$	
Transfer to General Fund Digital Equip	243,215\$	-\$		243,215\$	
Total	42,179,057\$	-\$	42,179,057\$		

New Pinehurst Elementary School:

Budget Incr./Decr. Revised Budget

Architect	2,453,000\$	-\$	2,453,000\$		
Pinehurst Modular Classrooms	2,400,000\$	-\$		2,400,000\$	
Construction	29,636,186\$	-\$	29,636,186\$		
FF&E	2,306,540\$	-\$	2,306,540\$		
Cost of Issuance	259,210\$	-\$	259,210\$		
Contingency	945,064\$	-\$	945,064\$		
GO Bond Premium	-\$	-\$	-\$		
Modernization EL Gym Project MEGYM	4,712,988\$	-\$		4,712,988\$	
Transfer to Capital Res for Govt Project	4,853,000\$	-\$		4,853,000\$	
PHST Transfer to GF Digital Equip	132,078\$	-\$		132,078\$	
Total	47,698,066\$	-\$	47,698,066\$		

New Aberdeen Elementary School:

Budget Incr./Decr. Revised Budget

Construction	26,816,930\$	-\$	26,816,930\$	
Contingency	-\$	-\$	-\$	
Off-Site Sewer	450,000\$	-\$	450,000\$	
FF&E/Tech	1,895,550\$	-\$	1,895,550\$	
Testing & Inspection	93,270\$	-\$	93,270\$	
Cost of Issuance	274,042\$	-\$	274,042\$	
2018 Aberdeen GO BD Prem	-\$	-\$	-\$	
Modernization EL Gym Project MEGYM	353,726\$	-\$	353,726\$	
Carthage EL-HVAC Bld 7	56,700\$	-\$	56,700\$	
Elise MS-Buried boiler	378,000\$	-\$	378,000\$	
Vass LE-HVA Bld 5	108,000\$	-\$	108,000\$	
Carthage EL-Return piping	216,000\$	-\$	216,000\$	
Community L-Air handlers	108,000\$	-\$	108,000\$	
Sandhills FL-Heat pumps	199,600\$	-\$	199,600\$	
Carthage EL-Gym	43,200\$	-\$	43,200\$	
Carthage EL-Fire alarm	140,400\$	-\$	140,400\$	
All schools-Classroom display syst	387,400\$	-\$	387,400\$	
Elise MS-Gym	27,000\$	-\$	27,000\$	
Union Pines-Furnace ROTC Bld	13,000\$	-\$	13,000\$	
Sandhills FL-Install foundation	40,500\$	-\$	40,500\$	
Highfalls ES-sanitary lift station	-\$	-\$	-\$	
NMHS-sanitary lift station	254,000\$	-\$	254,000\$	
Union Pines-Water main pipes	56,755\$	-\$	56,755\$	
Transfer to General Fund Digital Equip	1,124,707\$	-\$	1,124,707\$	
Transfer to Southern Pines Construction	1,560,208\$	-\$	1,560,208\$	
Total	34,596,988\$	-\$	34,596,988\$	

SCC Nursing Education Facilities:

Budget Incr./Decr. Revised Budget

Architect	1,480,744\$	21,306\$	1,502,050\$	
SCC Construction	14,295,635\$	-\$	14,295,635\$	
Cost of Issuance	353,500\$	-\$	353,500\$	
SCC Contingency	560,424\$	-\$	560,424\$	
SCC FF&E	2,966,382\$	-\$	2,966,382\$	
SSC Planning & Design	343,315\$	(21,306)\$	322,009\$	
SCC GO Bond Premium	-\$	-\$	-\$	
Phase I & II - Water Utility Improvements	-\$	-\$	-\$	
Meyer Hall Science Lab Renovations	2,109,310\$	-\$	2,109,310\$	
SCC Transfer to CR for GOV PROJ	1,600,000\$	-\$	1,600,000\$	
Total	23,709,310\$	-\$	23,709,310\$	

Section 4. The following revenues are anticipated to be available to complete the Local Educational Bonds – 2018 Bond Referendum Project Ordinance:

New Southern Pines Elementary School:

Budget Incr./Decr. Revised Budget

Transfer from Capital Res for Govt Project	2,901,361\$	-\$	2,901,361\$
2019 SP GO BD Proceeds	34,000,000\$	-\$	34,000,000\$
2019 SP GO BD Premium	3,474,273\$		3,474,273\$
SP Sales Tax Refund	243,215\$	-\$	243,215\$
Transfer from New Aberdeen Elementary	1,560,208\$	-\$	1,560,208\$
Total	42,179,057\$	-\$	42,179,057\$

New Pinehurst Elementary School:

Budget Incr./Decr. Revised Budget

Transfer from Capital Res for Govt Project	4,853,000\$	-\$	4,853,000\$
2019 PHST GO BD Proceeds	38,000,000\$	-\$	38,000,000\$
2019 PHST GO BD Premium	4,712,988\$	-\$	4,712,988\$
PHST Sales Tax Refund	132,078\$	-\$	132,078\$
Total	47,698,066\$	-\$	47,698,066\$

New Aberdeen Elementary School:

Budget Incr./Decr. Revised Budget

2018 Aberdeen GO BD Proceeds	31,000,000\$	-\$	31,000,000\$
2018 Aberdeen GO BD Prem	2,472,281\$	-\$	2,472,281\$
2018 Aberdeen GO Bond Int	580,837\$	-\$	580,837\$
Aberdeen Elem Sales Tax Refund	543,870\$	-\$	543,870\$
Total	34,596,988\$	-\$	34,596,988\$

SCC Nursing Education Facilities:

Budget Incr./Decr. Revised Budget

Transfer from Capital Res for Govt Project	1,600,000\$	-\$	1,600,000\$
SCC GO BD Proceeds	20,000,000\$	-\$	20,000,000\$
SCC GO BD Premium	2,109,310\$	-\$	2,109,310\$
Total	23,709,310\$	-\$	23,709,310\$

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of North Carolina General Statutes, federal regulations and any other applicable laws.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The Finance Officer is directed to report the financial status of the project, as requested by the Board of Commissioners.

Section 8. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, budget officer and Clerk to the Board of Commissioners.

Adopted this 21st day of June 2022.

Frank Quis, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

Agenda Item:

Meeting Date: 06/21/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: 06/13/2022

SUBJECT: Lease GASB 87 Policy

PRESENTER: Caroline L. Xiong

REQUEST: 1)Request the Board to approve the Lease GASB 87 Policy

2)Request the Board to approve the attached budget amendment related to the Lease GASB 87 Policy

BACKGROUND:

The Governmental Accounting Standards Board (GASB) issued Statement No. 87, Leases, in June 2017. The statement is effective for reporting periods beginning after December 15, 2019; however, the GASB postponed the implementation of GASB87 for 18 months because of the COVID-19 pandemic. It is now effective for the fiscal year beginning July 1, 2021.

GASB 87 is impacting both the lessees and lessors, from Local Governments (counties, municipalities, school districts), Higher Education (public colleges and universities), and Public Hospitals and Healthcare Providers.

The purpose of GASB 87 is to improve accounting and financial reporting for leases by governments in order to provide better information to financial statement users.

GASB Statement No. 87 eliminates existing lease accounting and reporting guidance, including the “capital” versus “operating” lease criteria, that have been used to categorize leases for decades. This change should not materially affect the County.

Lessee Accounting under GASB Statement 87, except for the few exceptions that are noted in the standard, governmental lessees will report a liability for the present value of lease payments due to the lessor over the lease term. The liability is offset with an intangible asset representing the “right to use” an underlying asset in their full accrual financial statements – meaning their government-wide statements and any proprietary funds that report a leased asset. Governments III.G.

will amortize the intangible asset over the shorter of the asset's useful life or the lease term and the liability will be reduced by lease payments offset by interest expense. In the governmental funds, lessees will report an expenditure and offsetting other financing source in the period the lease is initially recognized at an amount equal to the present value of the lease liability. Subsequent lease payments should be budgeted and accounted for as debt service principal and interest expenditures using the modified accrual basis of accounting. For governmental funds, this is a continuation of the current accounting standards for capital leases. The change is that the guidance will now apply to all leases.

The Lease GASB 87 policy is establishing a lease capitalization threshold of \$5,000. The future lease payments should be discounted using the interest rate implicit in the lease if stated in the lease agreement, the estimated incremental borrowing rate or the rate estimated by the current lease software of the County.

IMPLEMENTATION PLAN: Finance staff will follow the process as stated in the Lease GASB 87 Policy.

FINANCIAL IMPACT STATEMENT:

N/A RECOMMENDATION SUMMARY: 1) Motion for the Board to approve the Lease GASB 87 Policy

2) Motion for the Board to approve the attached budget amendment related to the Lease GASB 87 Policy

SUPPORTING ATTACHMENTS:

1) Lease GASB 87 Policy 2) Budget Amendment

COUNTY OF MOORE

Lease GASB 87 Policy

Policy

This policy establishes the capitalization threshold for lessees that report leases under GASB 87, and the process for determining the incremental borrowing rates for lessors and lessees when an interest rate is not explicitly stated in a leasing contract or when an implicit rate cannot be determined.

Capitalization Threshold for Lessees

The County has an asset capitalization threshold of \$5,000 for capital assets and has chosen to extend this threshold to lease assets. This threshold will be applied to assets \$5,000 or greater in future lease payments through the lease term.

Example: An equipment lease has a lease term of five years. Payments per the lease contract are \$100 per month. At the time of implementing GASB Statement 87, the entire five years of payments were left on the lease. The County would capitalize this lease because the remaining payments on the lease are greater than or equal to the \$5,000.

Example: An equipment lease has a lease term of five years. Payments per the lease contract are \$100 per month. At the time of implementing GASB Statement 87, only one year of payments were left on the lease. The County would not capitalize this lease because the remaining payments on the lease are less than the \$5,000 threshold. Instead, payment would be expensed for the remainder of the lease term.

This same threshold of \$5,000 will be used if the County is the lessor.

Procedures

GASB Statement 87 states in paragraph 23, that the future lease payments should be discounted using the interest rate the lessor charges the lessee, which may be the interest rate implicit in the lease. If the interest rate cannot be readily determined by the lessee, the lessee's estimated incremental borrowing rate (an estimate of the interest rate that would be charged for borrowing the lease payment amounts during the lease term) should be used.

If the interest rate cannot be readily determined by the County, the County will use the incremental borrowing rate calculated through the software provided that the County's external auditors are in agreement with the calculation.

The Finance Officer along with the County Auditor have the authority to make exceptions to the policy if a situation arises that is out of scope and deemed not to be material to the County.

Policy effective 7/1/21

Adopted this the 21st day of June, 2022.

Chair

Date

Moore County Board of Commissioners

Fiscal Year 2021/2022

Budget Line Item Number

Budgeted

Amount Increase/Revised

(Decrease)Budget

Revenue 10019000 32906 LEAIT Lease Proceeds - 46,898 46,898

Expense 100375LC 56670 LEAIT Lease Capital Outlay - 46,898 46,898

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120499

Finance - Lease GASB 87 Pitney Bowes Mail Machine

Agenda Item: Meeting Date: June 13, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint

DATE: June 21, 2022

SUBJECT: Contract for Inmate Food Services

REQUEST:

We are requesting that the Board of Commissioners approve the contract with Aramark Correctional Services LLC for food services at the Moore County Detention Center.

BACKGROUND:

The current contract for Food Services expires June 30, 2022. After receiving several proposals for food services, Aramark's proposal was by far more economically beneficial for the county than the others when comparing services, prices, and menus.

FINANCIAL IMPACT:

There are sufficient funds budgeted for in this line item in the FY2022 -2023 budget.

IMPLEMENTATION PLAN:

If approved, the contract will commence on July 1, 2022, and will continue through June 30, 2023, with 4 renewals.

RECOMMENDATION SUMMARY:

The Sheriff recommends the Board make a motion to approve this contract with Aramark Correctional Services, LLC and authorize the Board Chair to sign the same.

ATTACHMENTS:

1.Copy of contract2.Tabulation of cost per meal increase (attachment B)

III.I.

STATE OF NORTH CAROLINA OPERATING AGREEMENT - FOOD SERVICE

COUNTY OF MOORE

THIS OPERATING AGREEMENT (the "Agreement") is made the 6th day of June, 2022, by and between the County of Moore, a political subdivision of the State of North Carolina, with offices at P.O. Box 905, Carthage, North Carolina 28327 (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

W I T N E S S E T H:

1. GRANT: The County hereby grants Aramark the exclusive right to provide food services, excluding concessions or vending machines, for County staff, visitors, and inmates at the Rick Rhyne Public Safety and Detention Center, located at 302 S. McNeill St, Carthage, NC 28327 (the "Facility").

The parties will comply with all requirements as provided in the Scope of Services within Attachment A. Aramark will invoice the County based upon the rates provided in Attachment B.

2. TERM OF AGREEMENT: The initial term of this Agreement will commence on July 1, 2022 (the "Effective Date") and will continue through June 30, 2023. At the County's option, this agreement may be renewed for four (4) additional one (1) year periods. The County will advise Aramark no later than April 1st of each year of its intent to extend the agreement.

3. AMOUNT NOT TO EXCEED: During the term of this Agreement, Aramark will receive from the County an amount not to exceed \$301,362.62 for the term of July 1, 2022 to June 30, 2023 as full compensation for the provision of services as provided herein.

4. PERFORMANCE BOND: Aramark will provide to the County with a \$250,000 Performance Bond with surety satisfactory to the County within thirty (30) days of the Effective Date.

5. INSURANCE: Aramark will provide and maintain, at its expense, the following minimum insurance coverage:

1. Automobile Liability: Aramark will maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance will cover liability arising out of any auto, including owned, hired, and non-owned autos.
2. Commercial General Liability ("CGL"): Contractor will maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it will apply separately to this

project/location or the general aggregate will be twice the required limit. CGL insurance will cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The County is to be covered as additional insureds under the CGL as to liability arising out of activities performed by or on behalf of Aramark; products and completed operations of Aramark; premises owned, leased or used by Aramark; and under the commercial umbrella, if any. The coverage will contain no special limitations on the scope of protection afforded to the County. There will be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work, when those exposures exist.

3. Workers' Compensation: Aramark will maintain Workers' Compensation as required by the general statutes of the State of North Carolina. 4. Any insurance coverage, additional insured or otherwise, that Aramark provides for the County, its officers, employees, and agents will only cover liability assumed by Aramark under this Agreement. Such insurance coverage will not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants. 6.

INDEMNIFICATION. Aramark agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents and servants for claims caused by the gross negligence of Aramark in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Aramark shall not be responsible for damages, injuries, losses or claims caused by inmates or the County, its officers, employees, agents, servants or other

independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of Aramark and no liability is or will be incurred by Aramark to such persons. The County agrees to defend, indemnify and hold Aramark harmless from claims caused by the gross negligence of the County in its performance of the services defined in this Agreement. Each party shall promptly notify the other of any claim for which indemnity is sought and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim. 7.

INDEPENDENT CONTRACTOR. The County and Aramark agree that Aramark is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of Aramark's duties under this Agreement. Accordingly, Aramark will be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of Aramark's activities in accordance with this Agreement. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Aramark, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

8. HEALTH AND SAFETY. Aramark will be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while operating under this Agreement.

9. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions will be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

10. LICENSE, FEES, PERMITS, AND TAXES. ARAMARK will secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, will be invoiced by Aramark and will be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

11. Billing: Aramark will submit to the County on the first day of every week, for the preceding week an invoice for staff and inmate meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice will reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows: 1. Actual number of adult inmate meals;

2. Actual number of staff/visitor meals; and 3. Any additional food, beverage or other services, as required

Payment will be processed promptly upon receipt and approval of the invoice by County every thirty (30) days. Aramark will provide the County with a comprehensive monthly summary of meals, services and credits. This summary will be forwarded to the County each month. Aramark will submit an itemized invoice to the County by the end of the month during which services are performed. 12. Manner of Payment: Payment will be made by check payable to Aramark within thirty (30) days of receipt of the invoice. Such payment will be sent to the address provided on the invoice.

Payments only will be sent to this address, all other correspondence will be sent to the address set forth in Section 12. 13. NOTICES: All notices which may be required by this Agreement or any rule of law will be effective when received by certified mail sent to the following addresses: COUNTY OF MOORE: MOORE COUNTY SHERIFF'S OFFICE ATTN: RONNIE FIELDS, SHERIFF P.O. BOX 905

CARTHAGE, NC 28327 CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC ATTN: VICE PRESIDENT OF FINANCE 2400 MARKET STREET

PHILADELPHIA, PA 19103 14. EQUAL EMPLOYMENT OPPORTUNITY. Aramark will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event Aramark 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 Agreement may be suspended or terminated, in whole or in part, by the County. In addition, Aramark may be declared ineligible for further contracts with the County. 15. COMPLIANCE WITH LAWS. Each party hereto will comply with all statutes, lawful

ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County will provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors. 16. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based

on conditions existing as of the Effective Date, including any representations regarding existing and future conditions made by the County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's

control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor;

efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Aramark's control, then Aramark will give County written notice of such increase or change, and within

thirty (30) calendar days after such notice, Aramark and County may mutually agree in a written agreement upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services. In the event the parties are unable to agree as to the necessary modifications, either party may

terminate this Agreement in accordance with Section 17 of this Agreement.

17. ACCESS AND RECORDS: Aramark will maintain accurate books and records in connection with the food service operation and will retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

18. TERMINATION: 1. Termination for Convenience: The County may terminate this Agreement for convenience, at any time, upon ninety (90) days' notice to Aramark. Aramark may terminate this Agreement for convenience, at any time, upon 90 days' notice to the County.

2. Termination for Default 1) The County will have the right to immediately terminate the Agreement without notice if, for any reason, Aramark fails to provide continuous food service to the Facility for a period in excess of twenty-four (24) hours. In addition, this termination right will be enforced if Aramark is determined to be in consistent serious violation of health, sanitation, and safety requirements of the Moore County Sheriff's Office, the Moore County Health Department, or any other relevant agency.

2) Failure by Aramark to correct any violation of this Agreement within 15 calendar days after receipt of notice will be cause for immediate termination of this Agreement. 3. Consequences of Termination

1) If this Agreement is terminated, the County will pay Aramark for all inmate and staff meals provided by Aramark, up to and including the date of termination, at the prices and within the payment periods set forth in this Agreement, unless the meals fail to meet the requirements of Attachment 1 to this Agreement.

2) Upon the expiration or any termination of this Agreement, the County may opt to purchase Aramark's usable inventory of products and supplies. The purchase price for such inventory will be Aramark's invoice cost.

19. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest will be employed. In addition, no officer, agent or employee of the County and no member of its governing body will participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

20. CONFIDENTIAL INFORMATION: To the extent permissible under North Carolina's Public Records Law (Chapter 132 of the North Carolina General Statutes), certain financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and will remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County will keep all Aramark Proprietary Information confidential and will use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County will not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information will be returned to Aramark. 21. ASSIGNMENT: Aramark may not assign this Agreement without the County's prior written

consent, not to be unreasonably withheld, conditioned or delayed, except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

22. DISCLAIMER OF LIABILITY: It is expressly understood that Aramark will not be responsible for damages, injuries, losses or claims caused by inmates or the County, its officers, employees, agents, servants or other independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark. 23. E-VERIFY. Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of

the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

24. IRAN DIVESTMENT ACT CERTIFICATION. The Contractor certifies that: (i) 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 (ii) the Contractor will not utilize any

subcontractor performing work under this Agreement, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

25. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations, and agreements, both written and oral. This Agreement may be amended only by written instrument signed by both the County and Aramark.

26. GOVERNING LAW: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of the State of North Carolina. All actions relating to this Agreement in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

27. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by

law. 28. WAIVER: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement will not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

County of Moore Aramark Correctional Services, LLC

By: Francis R. Quis, Jr., Chairman By: Michael Santoro

Moore County Board of Commissioner Title: Vice President, Finance Attest: Attest:

Laura M. Williams By: _____ Clerk to the Board Title:

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

Finance Officer

ATTACHMENT A

FN 22-0292

SCOPE OF SERVICES

A. Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to Sheriff's Office staff, visitors, and Inmates. The food service will meet all current standards as established by:

1. The American Correctional Association; 2. The Food and Nutritional Board of the National Academy of Sciences as prescribed for inmates; and
3. The State of North Carolina.

B. DEFINITIONS:

1. "Facility" is defined as the Moore County Detention Center, which is part of the Rick Rhyne Public Safety and Detention Center, located at 302 S. McNeill St. in Carthage, NC.
 2. "Inmate" is defined as any person, inmate, or detainee in the custody of the Sheriff's Office or incarcerated in the Facility.
 3. "Jail Administrator" is defined as the individual appointed by the Sheriff as the Jail Administrator or their designee.
 4. "Sheriff" is defined as the elected Sheriff of Moore County or their designee.
 5. "Sheriff's Office" is defined as the Moore County Sheriff's Office.
 6. "USDA" is defined as the United States Department of Agriculture.
- ### C. RESPONSIBILITIES OF ARAMARK:

1. Daily Meal Production Requirements. Meals for all areas will follow a cycle menu consisting of breakfast, lunch, and dinner of no less than four weeks duration. County Staff not offered a meal service will have access to vending machines which are provided by a third-party vendor 24 hours per day. The County reserves the right to add or remove vending machines.
2. Purchasing
 - a. Specifications. All food purchased for use under this Agreement will meet at least the following minimum specifications:
 - 1) Beef, veal and lamb will be of at least USDA Good. Under no circumstances are any pork products to be served to Inmates. The fat and soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of 3 oz. before breading.

2) Sandwich meats: (See USDA Sandwich Meat Specifications #801-805). No pork products are permitted. No meat by-products, cartilage blood vessels or other non-meat products may be added. No more than 10% water or other fillers may be used.

All sandwich meats must be purchased in pre-sliced 0.5-oz portions. 3) Poultry will be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.

4) Canned fruits and vegetables will be at least USDA Grade C (or standard).

5) Frozen fruits and vegetables will be at least USDA Grade B. 6) Fresh produce will be at least USDA No. 2. a) All fruit-based drinks must be fortified with vitamins C and D.

b) Dairy products will be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item.) 2% fresh milk fortified with Vitamins A and D will be served as a beverage. Dry/powdered milk may be used in cooking/baking. c) Eggs will be at least USDA Grade B Medium. d) If available, fresh fish and seafood are preferred. Frozen fish and seafood must

be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz. before breading. e) Bakery products - Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use. If frozen, all bread products must be

clearly marked with the date received and used within 30 days. Aramark may not purchase "second market" or distressed food items without the prior written approval of the County and must be accompanied with a certification by a registered dietician that the product is an acceptable menu substitution as

defined herein. b. USDA Inspected Plants. Aramark will purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe

handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet Inmate acceptability and nutritional standards. c. Receiving. Aramark will be responsible for receiving all goods at the Facility's secured loading dock between the hours of 4 A.M. and 2 P.M. Monday through Friday.

Aramark should encourage other vendors not to deliver when a meal portioning or tray delivery process is underway. One County-owned pallet jack is available for Aramark to use in moving its supplies from the loading dock to the appropriate storage areas. However, the following

conditions apply to the use of the pallet jack: 1) The pallet jack will not be overloaded. This may require reloading the pallets.

2) Aramark will be liable for any damage caused through careless pallet jack handling by its employees and Inmate workers under its supervision.

Due to security concerns, Aramark will attempt to schedule the same individual(s) to receive deliveries. No Aramark personnel should be in this area other than for supervision or trash disposal purposes. No Aramark personnel or visitors are to use the loading dock or security door area as an ingress or egress point to the Facility.

d. Salespersons. Aramark will require all salespersons to call at Aramark offices. No salesperson will be permitted in any secured portion of the Facility. If a salesperson must call on Aramark's manager, the appointment must be set up for the manager to meet the salesperson in the public reception areas. Aramark will minimize the use of this area as much as possible.

Exceptions will be made and authorized for deliveries or installations, all of which must be approved by the Sheriff or the Jail Administrator. e. Storage. Aramark must provide for the correct handling, prompt storage, and first in/first out rotation of food items purchased for use in the Facility. The date of receipt must be clearly marked on each product and sorted so that it is clearly visible. Products may not be served that have been frozen in excess of one year or are past the manufacturers/processors established or implied pull/freshness expiration date.

f. Inventory. Aramark will provide a statement as to how often a physical inventory of processed and non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail. Access to these inventories must be made available to the Sheriff and the Jail Administrator at any time upon request.

3. Menus. Aramark will supply a minimum of two hot and a maximum of one cold meal per day for all Inmates. On the days a hot breakfast is served, a cold lunch may be served, as long as it remains within the nutritional/caloric guidelines spelled out in this Agreement.

The County will utilize a three member panel for the development and review of menus for the Inmate population. This panel will consist of a representative of the Aramark, the Jail Administrator, and the Sheriff. a. Cycle. Menus will be created using a 28-day cycle and will include breakfast, lunch, dinner and sack meal-of-the-day. These menus must meet all North Carolina Department of Human Resources - Division of Services Administrative Code regulations and American Correctional Association (ACA) standards for food service in accredited corrections facilities. In the event of conflict between any of the two standards, the most stringent requirement will prevail.

The menu should take into account the ethnic origin of the population. No hot or cold drinks with caffeine may be served to youth.

The menu must have a sufficient number and quantity of food items to fill each tray cavity.

b. Minimum Menu Requirements. Eight ounces of 50% fruit juice (not fruit drink) must be served at a minimum of three times per week at breakfast.

c. Contingency Meals. In the event of lockdowns, riots, fire, power failure, severe weather conditions or other events that would interrupt the normal operations of the Facility, Aramark will be required to provide food service at no additional cost. At a minimum, Aramark must maintain an on-premises inventory sufficient to prepare and serve three (3) days of scheduled meals. Aramark will submit a contingency plan to be approved by the Sheriff that will address the manner in which a nutritionally equivalent menu can be provided, so as to meet this requirement, within thirty (30) days of assuming this Agreement. d. Menu Substitutions/Changes. A log detailing all full or partial menu substitutions must be maintained for the Sheriff's Office's food service program. The reasons for temporary changes or last minute substitutions must be clearly stated and submitted no less than monthly, or per accounting period, to the Jail Administrator. Permanent changes in the planned menu will be noted in writing on the menu in the kitchen. The corrected menu must be approved in writing by the Jail Administrator prior to implementation. All substitutions and permanent changes must be certified as being nutritionally comparable by a registered dietitian. Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. Aramark must submit such documentation weekly to the Jail Administrator.

e. Menu Posting. Appropriate menus will be posted one week in advance in the Facility's Housing Units ("HUs") or security post, staff dining room, and in the offices designated by the Jail Administrator.

f. Therapeutic Diets. Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to Inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. Medical diets, verified by a registered dietitian, must be specific and complete and will be furnished in writing to Aramark. Restricted diets must conform as closely as possible to the food served other Inmates. The source book to be used is the Nutrition Care Manual with subscription update service published by the American Dietetic Association or comparable source that will be subject to the approval of the Sheriff. Medically prescribed nourishments, such as Sustacal, and snacks must be served upon request.

g. Religious Diets. Religious diets must be approved by the Jail Administrator and will be submitted in writing to Aramark. Religious diets should be simple and conform as

closely as possible to the food served other Inmates. Religious diet requests or the times they are served may increase for or during specific religious holiday periods.

h. Vegetarian Diets. Vegetarian meals must be provided to all Inmates who request such meals and have them approved by the Jail Administrator. 4. Nutrition Requirements.

a. Menu Certification. Menus must be reviewed and certified by Aramark 's registered dietitian as adjusted for age, sex, and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences. In addition, the menus must conform as closely as possible to the USDA guidelines for food composition especially those relative to the amount of fat, cholesterol, sodium, and dietary fiber. The adult Inmate menus proposed must contain no more than 5,000 mg. of sodium and 30 percent fat. The County reserves the right to request additional menus/nutritional modifications as part of the annual renewal/price adjustment process. Minimum nutritional documentation is required for all menus. At a minimum, the analysis must provide weekly and total cycle summaries and list all RDA vitamins and nutrients as well as total and saturated fat (cholesterol), sodium, and fiber contents. b. Sack Meals. Sack meals must contain approximately one-third of the minimum daily nutrition requirement.

c. Daily Calorie Requirement. The minimum daily calorie requirements for all (not including therapeutic/medical diets) Inmates will be 2,100 and 2,500 for youthful offenders, with four (4) servings from the milk group for juveniles.

d. Staff meals will be served at the following times:

Breakfast will be served from 0700 – 0930. Lunch will be served from 1100 – 1430. Staff meals will meet or exceed the minimum standards outlined below and are to be

provided in the staff dining room. In addition to the traditional hot entree choice, a soup, salads and grill station, sandwiches, desserts and beverages are to be offered at each meal. 1) A choice of one entree is to be offered. The entree does not have to be the same as

that offered on the regular Inmate menu. Each entree is to be accompanied by one starch and one vegetable choice.

2) A salad bar with tossed greens/vegetables, three fresh vegetables, three canned vegetables, one meat or fish protein, two fresh fruits, two canned fruits, two types of cheese, four salad dressings (one must be low or no fat) and no fewer than three

dry toppings (croutons, sunflower seeds, Chinese noodles, imitation bacon bits, etc.). 3) Grill service will be offered with no fewer than three of the following choices:

- a) Hamburgers/cheeseburgers; b) Chicken breast;
 - c) Grilled cheese sandwiches;
 - d) Grilled ham and cheese sandwiches; e) Vegetarian patty; f) French fries; or g) Breaded fish sandwich.
- 4) A minimum of two pre-made sandwiches:
- a) Turkey breast; b) Roast beef; c) Pastrami; d) Tuna;
 - e) Chicken salad; or
 - f) Cheese; and g) Peanut Butter and Jam (available daily).
- 5) Individual butter and margarine packets are available.
- 6) Desserts (a minimum of three choices)
- a) Fruit pie
 - b) Cream/custard pie
 - c) Cake
 - d) Brownie/bar type
 - e) Cookie
 - f) Fresh fruit
 - g) Ice cream or sherbet
 - h) Real banana pudding
- 7) Beverages
- a) Milk (skim and 2%)
 - b) Regular and decaffeinated coffee (no charge)
 - c) Iced tea (Sweetened and Unsweetened)
- Aramark will have complete responsibility for the cleaning and sanitation of the staff dining room, to include throughout the meal service period.
- e. National School Lunch Program. The County does not currently participate in the National School Lunch Program (the "NSLP"). In the event the County decides to participate in the NSLP, this agreement will be amended by written agreement of the parties.
5. Food Preparation. a. Method of Preparation. All Inmate food production is to take place in the Facility's kitchen. All food items are to be prepared by Aramark staff pursuant to the policies and procedures statement below:
- Inmate workers may not be permitted to prepare food (to include the preparation/processing of or mixing ingredients) for themselves, other Inmates, or staff.

Once the food has been prepared, Inmate workers may be used to stir or pan the food. Bagging may be done by a qualified food service worker.

b. Recipes. A file of tested mass production recipes adjusted to a yield appropriate to the size of the Facility must be utilized and maintained. c. Portioning.

1) With respect to the menus, all food portion sizes will be the cooked weight or will be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack or box meals must be clearly indicated by item and weight. All portions must be listed on the menus submitted

to the Jail Administrator and must include the number and portion size of condiment

package/serving that will accompany each meal. 2) All foods not already pre-portioned must be served using properly sized and appropriate serving utensils. Aramark's portioning and serving procedures must be written and consistently executed so that each Inmate receives no less or more than the portions specified.

3) All foods are to be portioned using the designated cinnabar trays (grey for diabetics, tan for all other medical and special meals). 4) Condiments - Such as salt, pepper, ketchup, mustard, relish, salad dressings, and others must be in individual disposable packets/containers and served on each Inmate's tray. Condiments may not be handled or distributed by HU Inmate

trustees. Bulk commodity butter, if available, may be used for Inmate meals. d. Disposables/Expendables.

Aramark will furnish all paper, plastic ware (including sporks), sacks, boxes, paper towels, and hand soap for the Facility. All necessary equipment to include hair nets/hat, plastic gloves, and rubber boots for use by Inmate workers (to include all serving lines) and staff dining room, must be supplied by Aramark. No plastic ware or Styrofoam containers will be allowed in the HUs. e. Quality Assurance. Aramark will provide the Sheriff with a

comprehensive quality assurance program and the planned frequency of use concerning the purchase, delivery, storage, preparation and delivery of food for all areas on a per meal per day basis. Special attention will be paid to the manner in which Aramark implements and maintains staff training programs in the areas of Inmate worker supervision and communications, proper food preparation and handling, and equipment sanitation.

f. Production Control Techniques. Aramark will inform the Jail Administrator in writing if a computer driven food production management software system is to be utilized for this Agreement. If used to produce recipes, such a system must clearly identify the total amount of ingredients required so that the County can easily audit this portion of the production cycle.

g. Sulfites. No sulfite additives are to be added on premises to any foods served under this Agreement.

6. Food Delivery and Service. The movement of food and dirty tray carts and personnel within the Facility must adhere to the rigid security guidelines established and periodically changed by the Sheriff's Office.

a. Meal Delivery. Aramark is to portion, assemble, load into designated carts, and label the exact number of trays required, including medical diets, to serve each HU. With the exception of whole fruit and bulk or packaged beverages, all food items are to be placed on the trays. The trays, if applicable, and beverage dispensers are to be placed on carts to be taken to each HU. The exact counts for each HU can be accessed by the appropriate screens/information within the Jail Management System. Aramark will be responsible for the delivery of all food carts to each HU. From the time the carts leave the kitchen and are received at the designated HU by a detention officer, Aramark must maintain constant control over the meal carts. At no time are Inmate workers to be delegated this responsibility without supervision. The County will not make payment for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications, approved menus, or proper temperatures; or do not otherwise meet the requirements of the Agreement.

b. Medical Wing and "Lockdown" Meals. The appropriate number of regular and medically prescribed diets are to be provided for delivery to the appropriate HU by either Aramark or Detention Center Staff. In the Facility there will almost always be a certain number of Inmates in a "locked-down" or maximum security status. Upon request and at its cost, Aramark will provide a nutrient loaf made to specifications provided by the Jail Administrator to any Inmate designated by the Jail Administrator.

c. Court/Booking/Sack Meals. Aramark is to contact the Facility's Intake around 2:00 P.M. daily to receive the sack meal order for the next day. The sack meals must be prepared and delivered to Intake no later than 6:00 A.M. the next day.

d. Food Temperatures. All chilled food must be served at no more than 40 degrees F. and hot food at no less than 135 degrees F. and no higher than 180 degrees F.

e. Meal Utensil. All Inmates are to receive a washable spork with each meal. The Facility currently has a supply of washable sporks.

f. Meal Beverage Cup. Bulk service beverages, such as fruit juice and fruit drink, are to be served in washable 8 ounce cups. The Facility currently has a supply of washable 8 ounce cups. The Inmates are each provided with one washable 8 ounce cup.

g. Disposable Gloves/Hairnets. At the County's request, Aramark is to make available, at its cost, the same disposable gloves and hairnets provided under this Agreement for

use by Facility staff and Inmate workers for nonfood service tasks in other portions of the Facility. Orders for delivery of these items will be reviewed and monitored by the Food Service Administrator.

h. Meals Served Form. Aramark must develop, subject to the Sheriff's approval, utilize a form or billing statement which provides the following information on a per meal/day and per week basis:

1) The number of Inmates by housing unit; 2) The number of trays/Inmates served by special/medical diet; 3) Adjustments, i.e., call backs or more Inmates served than called for from the daily population report; and 4) The number of sack meals ordered and delivered to the Intake.

i. Meal Transmittal & Evaluation Form. Aramark will provide a Meal Transmittal & Evaluation Form (the "Transmittal Form") for Facility staff to use with each meal in the Facility. This form will show the number of regular meals, number and type of special/medical diets, and the total number of Inmates reported in each HU. Where applicable, the form must provide for the receipt and return of any service ware, such as bulk beverage containers and insulated tray straps. In addition, the Transmittal Form is to include a meal quality assessment space where Facility staff may evaluate the meal for factors including: appearance, temperature, portions, completeness of tray, adherence to menu, and overall acceptance by the Inmates; note significant Inmate comments; and provide any other pertinent information which would be helpful in determining if all or portions of that meal can continue to be successfully served. Space for the Facility staff's name and signature is to be provided. The Transmittal Forms are to be maintained by Aramark and are to be readily accessible to the Sheriff and Jail Administrator at any time.

j. Food Delivery/Service Liability. From the time the food leaves the kitchen until it reaches the housing units and is received by an officer, Aramark will be held accountable for assuring that each Inmate receives a tray and the specified portions of all menu items. ARAMARK will assume full fiscal responsibility for any damage incurred in the Center due to its employees negligent handling of carts and related equipment. Aramark is to report all significant and/or recurring food delivery/service problems encountered in transit to the HU to the Jail Administrator or his designee.

k. Date Codes. A code system must be submitted within the proposal to date all sack meals to prevent consumption of dated/spoiled foods. After twenty-four (24) hours, all unused sack meals must be discarded.

l. Security. With respect to the use of Inmate workers, Aramark will submit detailed descriptions of the following for the Sheriff's approval:

1) Selection criteria for all on-site staff having direct or indirect contact with Inmate food service workers as well as inmates assigned to the various HUs.

2) Policies and procedures specific to kitchen, serving line, and meal transport

functions. 3) Methods to be used in assuring the County that Aramark's policies and procedures are consistently

met. 4) Specific methods to be used in assuring the County that no Aramark personnel are

engaged in passing contraband to the Inmates, including, but not limited to, alcohol,

weapons, drugs, tobacco and other related illegal items. 5) Specific methods to prevent kitchen and serving line Inmates from gaining access to and possession of any food, supplies, and kitchen equipment/utensils which are capable of being used as a weapon or made into an illegal substance.

6) The manner in which all sharp instruments/utensils, such as knives, forks, spatulas,

peelers, etc., will be issued and controlled while in use and accounted for prior to the end of the day or change in

Inmate worker crews. m. Cart/Service Ware Return. All drink cups, Inmate trays, service trays, and refuse from

each HU will be returned to the kitchen in the cart used to deliver same. Food on extra

trays (i.e., not served to Inmates) that are returned to the kitchen must not be reused or held for a future meal. 7.

Emergency Plan. Aramark will submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the

commencement of operations. In the event of a Force Majeure, the County will assist Aramark by permitting

reasonable variations in Aramark's menu cycle and service methods. However, Aramark will not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in

providing service in the event of a Force Majeure will be borne by the County. The term "Force

Majeure" means any war, riot, act of terrorism, fire, flood, or act of God which, by reasonable diligence, such party is unable to prevent. 8. Equipment & Facilities. Aramark warrants that it will take all reasonable and prudent

measures necessary to assure the County that its equipment is being properly used and

maintained. Aramark will have direct responsibility for the care and maintenance of the equipment in the Facility's kitchen, serving areas, Inmate dining area, and staff dining room. a. Inventory Procedures. Aramark and Facility

staff will jointly inventory, at least semi-

annually, all County-owned capital equipment under Aramark 's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. Aramark will be liable for the replacement cost for all worn and unaccounted items.

b. Purchased Equipment. Aramark purchased equipment determined by the County to be nonproprietary will, upon Agreement termination, become the property of the County.

A separate list of all Aramark supplied equipment must be maintained and submitted to the Sheriff and Jail Administrator annually.

c. Smallwares. The County will permit Aramark to use whatever smallwares are available in the Facility. Aramark will notify the County of any need for smallwares it may have. d. Vehicles. Any vehicles required by Aramark in the execution of this Agreement will be purchased, used, and maintained at Aramark's own expense. Aramark must assume full responsibility for all maintenance and repairs, fuel, licenses, insurance, and all other necessary/mandated costs. 9. Janitorial.

a. Garbage. Aramark will remove all recyclables and trash to the appropriate bins and compactor/dumpster at the respective designated loading dock. Recyclable materials must be processed (i.e., cardboard boxes broken down, cans washed, etc.) in accordance with Sheriff's Office procedures. All can lids are to be placed in a locked container so as to prevent Inmate workers from having access to them. The locked container must be emptied and disposed of by a food service employee in an area inaccessible to Inmate workers. Aramark will ensure that garbage is removed whenever any trash containers are full, at the end of a meal period, or at the end of the work day.

Ventilation System. Aramark will assume responsibility for internal/external cleaning of the kitchen and staff dining room hood ventilation and stack systems. Aramark will report any issues it notices while performing the cleaning to the County. All work must be performed in accordance with the manufacturers' standards.

b. Cleaning. Aramark will be responsible for all day-to-day as well as periodic cleaning of all areas of the kitchen, Inmate dining area, staff dining room, and those assigned to Aramark, including walk-ins, storerooms, freezer, dish room, employee break rooms, employee restrooms, and office. Aramark must immediately clean up any spills that occur in the halls during the transport of food and supplies. All cleaning must be performed in conformance with local health and sanitation mandates as well as all applicable food service industry best practices. Aramark is responsible for the purchase of all cleaning supplies necessary to provide the services under this Agreement c. Personal Hygiene Facilities. Aramark is to supply hand soap, paper towels, and toilet tissue for all staff and Inmate restrooms, and hand washing sinks in the kitchen and staff dining room. 10. Personnel and Supervision.

a. Selection and Hiring. All personnel being considered for hire by Aramark to work at the Facility must submit to a screening process performed by the Sheriff's Office, which includes a background record check.

The County reserves the right to exclude potential or expel any Aramark management or staff by revoking their security clearance without notice and for any reason.

Aramark will give the current Facility kitchen staff primary consideration for employment by Aramark for the services to be performed under this Agreement.

b. Staffing. Aramark must staff its operations with the optimum number of employees at all times for the efficient operation of the Facility. Detailed staffing charts showing scheduled hours for each person by position must be submitted to the Sheriff and the Jail Administrator. Any subsequent reductions in the total number of hours proposed must be approved in writing by the Jail Administrator prior to implementation. In addition, a separate staffing chart showing the number of Inmates requested for each work component (i.e. kitchen, staff dining room, etc.) must be submitted to the Jail Administrator. All staff positions vacant for 30 days or more are to be reported to the Jail Administrator and a credit issued to the County reflecting the salary and benefits for that position until it is filled.

c. Wages & Benefits. Wage rates for all on-site management and staff classifications must be approved by the Sheriff. Aramark will submit to the Sheriff copies of all employee benefits plans, including medical insurance, pension, dental (indicate if there are minimum eligibility and/or premium and use co-pay requirements for any of the three), paid sick leave, paid holidays and paid vacation periods, and any other benefits for its on-site management and staff. d. Manager.

1) Aramark will provide job profiles and resumes for the individuals who will be considered for Aramark's position of on-site General Manager and Assistant Manager/Shift supervisors. The General Manager will have previous comparable (a minimum of two years in terms of type/size detention Center) experience with a food service contractor. An interview and Sheriff's approval of all proposed managers will be required. 2) Aramark will notify the Sheriff and Jail Administrator prior to the transfer/removal of any manager or primary assistant. The County reserves the right to reject any manager candidates without cause.

3) The Jail Administrator will provide the on-site General Manager with all pertinent contact information for the on-site management team in the event there is an emergency. If the general or assistant manager will be absent from their assigned duties for more than two days, the Jail Administrator is to be notified in writing and informed as to who will be in charge.

e. Training. In accordance with ACA Accreditation, Aramark will submit to the Sheriff the training of Aramark's employees, including length of training period, location for

training, and costs and performance evaluation procedures. Aramark's training information will specifically identify what initial (to include orientation) and ongoing training and amount of time will be dedicated to food handling, Facility and equipment sanitation, safety, personal hygiene, Facility and equipment security, and Inmate worker contact issues. The County reserves the right to prohibit Aramark from using the Facility to train its staff for other area clients if it determines that such activity is detrimental to food or service quality.

Aramark staff will be required to attend an orientation program at which time all Sheriff's Office rules and regulations will be explained. Aramark employees will be required to acknowledge, in writing, that they have received both the oral presentation and written materials from the Sheriff's Office's training staff.

A record of all training conducted for each employee will be maintained by Aramark and will be subject to periodic review and audit by the Jail Administrator. f. Performance Evaluation. Aramark will, in writing, inform the Sheriff and Jail Administrator of the frequency and process used for Aramark's management and staff

job evaluations. g. Compliance with Rules and Regulations. Aramark and its employees assigned to the Facility will be expected to comply with all Sheriff's Office rules of conduct and dress concerning normal day-to-day operations.

h. Uniforms. Aramark employees, including management, will be properly attired in a distinctive uniform or coat. Aramark's employees must be clean and neat at all times and easily discernible from the Inmates and Inmate workers. Hair restraints (hats or nets) and plastic gloves (when handling food) must be supplied to and worn by all food

service employees and Inmate workers in the kitchen and serving areas by Aramark. Aramark must adopt adequate safeguards to ensure that all uniforms are regularly inventoried and stored in areas non-accessible to Inmates. i.

Employee Removal. The County may require Aramark to immediately remove any of its employees from the Facility for any reason sufficient to the Sheriff. Any and all such removals will be made in the name of Aramark and Aramark will assume responsibility for the removal. Aramark must notify the Jail Administrator, in writing, when any management or staff

employee has been terminated, permanently transferred, or newly hired. Aramark has sole responsibility for returning to the Jail Administrator the employee's security identification badge within 24 hours of the employee's final shift. j. Employee Parking. The Facility has employee parking available to all employees assigned to the Facility at no charge.

11. Financial.

a. Compensation. Aramark will, upon request of the Sheriff, provide the Sheriff with any data related to Aramark's cost per meal under this Agreement. This includes, but is not limited to: 1) Aramark's expenses and administrative/management cost per meal;

2) The per meal cost for each meal period, i.e., breakfast, lunch, dinner and sack meal, all medical/therapeutic Inmate diets and snacks, and staff meals; and 3) A consolidated per day per meal price reflecting the total actual cost, including food, labor, other controllable expenses, fixed expenses, administrative/management overhead and Aramark's profit margin.

4) Food cost showing the anticipated use of and credit to the Sheriff's Office for U.S. Government commodities separately. 5) Disposables (all non-returnable service ware, hats/hairnets and plastic/latex gloves and packaging directly related to the service of meals including the exclusive use of sporks). 6) Labor Cost (to include all on-site management and staff, benefits and payroll taxes)

7) Controllable Expenses (all normal day-to-day expenses for operating supplies, uniforms and other related costs).

8) Equipment and Smallwares Expense (cost for installation and maintenance of any equipment not supplied by, but approved for use by, the Sheriff's Office). This includes the initial purchase and periodic replacement of Vendor supplied or replenished smallwares and service ware. 9) Administrative/Management Fee (those costs associated with the administration and management of the Agreement which are not shown in the labor, expenses or equipment/small wares categories. This fee is to include Aramark's profit margin.)

Per meal prices will not include any anticipated commodity credits, unless requested by the Sheriff. b. Compensation/Payment. Aramark will submit to the Jail Administrator by Tuesday of each week, a day-by-day and meal-period-by-meal period statement for the previous week, with the number and the classification of meals prepared and served to: 1) Inmates by Housing Unit 2) Juvenile Meals 3) Staff Dining Room (breakfast and lunch)

4) Sheriff's Office visitors (prior written authorization and separate billing required) 5) Authorized extra purchases

Additionally, the statement must show the number of persons reported to be in each category as shown above. The County will not pay for meals or food prepared in excess of the counts provided from the Jail Management System ("JMS") or Meal Count forms.

c. Meal Count Reconciliation. Aramark and the Jail Administrator will reconcile meal counts weekly. In the event of any dispute regarding meal counts and subsequent charges, the County will resolve any discrepancy by using the count of the actual number of meals received, unless it is exceeded by the number of meals ordered, in which event that number will prevail. In the event of any dispute, the Sheriff's Office's meal count will prevail.

d. Accounting Cycle. Aramark must comply, for accounting cycle purposes, with the County's fiscal year, July 1 through June 30, and calendar month periods. e. Right to Audit. The County reserves the right to audit any aspect of its food service program, as performed by Aramark, and Vendor will keep accurate and complete records thereof for at least three (3) years.

12. Security. a. Ingress/Egress. All employees of Aramark must enter the building via the designated building entrance and will be signed in and out of the buildings.

b. Search. All employees of Aramark will be subject to search upon entering and leaving the building. No tobacco products will be permitted, except in designated break areas. Employees are subject to search at any time while they are within the secured areas of the Facility.

c. Identification Badges. All Aramark employees will wear a Sheriff's Office identification badge, which will have their picture. The identification will be worn face up and in a visible manner. The identification badge will be worn prior to entering the Facility and will remain on until the employee exits the Facility.

d. Locked Doors. Aramark and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. Aramark and its employees must adhere to all security expectations imposed by the Sheriff's Office.

e. Employee/Inmate Relationships. Aramark must ascertain and notify the Sheriff and Jail Administrator in writing if any Aramark employee is related to, has an ongoing personal relationship, or initiates a personal relationship with any Inmate. It is Aramark's responsibility to require its employees to alert the Jail Administrator whenever a person, who is a relative or personal acquaintance of that employee, becomes an Inmate of the Facility. It is Aramark's responsibility to immediately notify the Jail Administrator in the event that any Aramark employee is observed or reported as initiating a relationship with any Inmate. f. Tobacco. While Aramark employees may be permitted to use tobacco products in designated areas, no tobacco products can be given or sold to Inmates.

g. Sharp Equipment Inventory. Aramark will implement a check-out/check-in log procedure for sharp utensils in the Facility. Aramark will provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. All such sharp instruments must be accounted for prior to an Inmate worker shift departing the kitchen. The Sheriff and Jail Administrator reserve the right to define and approve what is a sharp utensil, and may enter the kitchen and inventory all such items at their discretion. Any missing items must be reported to the Sheriff and Jail Administrator immediately.

h. Maintenance Vendors. Aramark's maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.

i. Emergency Authority. In an emergency situation, Sheriff's Office staff will take supervisory and command precedence over Aramark's management and staff. j. Facility and Equipment Security Checks. No less than weekly and in conjunction with Facility staff, Aramark will conduct regular Facility kitchen and equipment inspections so as to identify and remove or immediately repair all opportunities to secure potential weapons such as screws, broken floor and cove tiles, etc. k. Wooden Pallets. Wooden pallets are not permitted for use in the kitchen. 13. Sanitation and Safety.

a. Laws and Food Service Industry Best Practices. Aramark will obey all federal, state, and local laws and ordinances regarding health, sanitation, safety, and environmental disposal regulations. Aramark will regularly access and adopt, as appropriate, all food service industry best practices which will enhance and/or improve the Center's food service program. Aramark will be subject to inspections in the kitchen by authorized personnel from the Sheriff's Office, Moore County Health Department and any other officials so designated. Aramark must implement and enforce a strict policy of following all occupational health and safety administration (OSHA) standards, guidelines and food service industry best practices relative to Inmate worker safety. Upon notification of a violation, Aramark must immediately correct the violation and take steps to assure the Jail Administrator that it will not be repeated. Aramark will be responsible for purchasing and maintaining all safety related equipment and supplies.

b. Food Handlers Cards/Medical Exams. All Aramark personnel must obtain any legally-required medical clearance from a state of North Carolina licensed physician prior to being permitted to work. Aramark shall certify that any legally-required medical exams have been completed and that all Aramark personnel assigned to the Facility have the required medical clearances.

Aramark must implement and maintain an employee health policy. Aramark will provide a copy of the employee health policy to the County.

c. Medical Clearance. Aramark will require medical clearance for any employee to return to work after a three (3) days' absence for illness. d. Food Samples. Aramark will save samples of all served foods/complete meals for a period of not less than 72 hours for testing in the event of an outbreak of food

poisoning/contamination. Samples must be clearly marked as to the dates and times of preparation, service, and storage. e. Emergency Situation Reports. Aramark will be responsible for immediately notifying

the Jail Administrator of any fires in the kitchen, serving areas, or staff dining room

and of any accidents involving Aramark personnel or Inmate workers assigned to food service duties. f.

Employee/Inmate Worker Physical Health. Aramark will not permit employees or assigned Inmate workers with communicable health problems (including open sores)

to work. Inmate workers must be cleared through medical. As a precaution, Aramark must visually inspect the

hands and face of each Inmate worker prior to the start of each Inmate worker shift. Inmate workers will not be

permitted to commence work until this inspection has taken place and adequate documentation completed. Any

Inmates with suspicious symptoms must be directed to report to the medical unit and receive

written clearance before being permitted to work. 14. Energy Conservation. When the kitchen and staff dining room

are not in use or when food preparation is at a minimum, Aramark will assume maximum utility/energy cost

conservation by turning off or down lights, fans, water, ovens, steam equipment and other

energy consuming items. Aramark will be responsible for turning off all non-essential equipment when the area is not in use. 15. Rights of Inspection/Complaints.

a. Inspections. The Facility may be inspected at any time by the County or any designated representatives for security, sanitation, food standards, quality of food preparation, documentation compliance and service, employee performance, or any other reason desired by the County. After each inspection, Aramark will be advised in writing of any unsatisfactory conditions for which Aramark is responsible. Aramark will

promptly correct such deficiencies and communicate in writing, within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem. b. Contractor

Records. Aramark will be required to maintain sufficient records to

establish a verifiable audit trail that the required number of meals have been properly prepared with the proper

amount and type (per approved specifications) of ingredients and portioned for the number of Inmates and staff

present. Those records must be:

- 1) Accurate (i.e., actual record recorded at the prescribed time and/or process point);
- 2) Legible;
- 3) Show proof of regular review, assessment, and, if necessary, follow-up by management; and 4) Organized in a logical chronological manner in order to permit efficient review.

c. Complaints. All complaints by Inmates and staff will be submitted in writing to the Sheriff and the Jail Administrator. All complaints will be forwarded in writing to Aramark's management. Aramark will have three (3) business days to present a written response detailing the solution to the problem. A written record of all complaints and responses must be maintained for the life of this Agreement plus three years.

16. Penalties for Nonperformance and Partial Performance. If, after written complaints have been submitted to Aramark by the Sheriff or the Jail Administrator, and the Sheriff determines that one or more substantial Agreement violations have continued to occur, the County will have the right to require Aramark to issue monthly billing credits commensurate with the value lost plus 50% or \$2,000 whichever is greater. Those violations considered substantial to the County are presented as follows: a. Aramark has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of persons to be served, improper preparation, improper storage techniques and other points directly related to adherence to serving the menu specified. b. Aramark, through improper or inconsistent supervision, has failed to provide the specified portions to the Inmates and/or staff. c. Aramark has failed to adhere to its minimum purchase specifications. d. Aramark has willfully refused to utilize Federal Government Surplus Commodities. e. Aramark has, through circumstances within its control, caused all or portions of a meal to become contaminated. f. Aramark has, through circumstances within its control, failed to serve the meal specified within 10 minutes of the scheduled time. g. Aramark has, through circumstances within its control, failed to maintain the kitchen, staff dining room, food preparation and storage equipment and space and all preparation and service utensils in a clean, sanitary manner. h. Aramark has, through circumstances within its control, failed to prevent any damage to Sheriff's Office property, buildings or equipment. i. Aramark has, through circumstances within its control, failed to provide active supervision of the tray/food cart delivery processes. j. Aramark has failed to consistently relative to proper documentation of all critical food preparation holding and service processes. In the event one or more of these situations have taken place, the Sheriff's Office will direct Aramark to issue a credit for up to the full value of the meal plus 50% times the number of Inmate and staff meals requested or \$2,000 whichever is greater. These credits will

continue to be issued until such time that all of the aforementioned violations have been corrected to the County's satisfaction.

17. Quality Assurance. Aramark is to submit copies of its quality assurance program that clearly demonstrate its knowledge of what supervisory steps must be taken to properly prepare, portion and serve food to the Inmates and staff within the time frames specified.

18. Free and Reduced Priced Meals. The County will retain all funds assigned from the National School Lunch Program from the North Carolina Department of Public Instruction. D. QUARTERLY REVIEWS:

Aramark will submit, in writing, within 15 days of the end of each County fiscal year quarter, a report of food service activity to include but not be limited to: 1. A complete accounting of the actual meals served including hot meals, sack lunches, religious and medical diets and snacks.

2. Detail of all preventative maintenance performed on each piece of equipment including type of service, date and name of the firm which performed the service. 3. Copies of all reports and records required to qualify for Federal Surplus Commodities

4. Financial (profit and loss) reports detailing the operation of Sheriff's Office's food service on a monthly/accounting period, as well as quarterly and year-to-date summary basis. These statements must be the same as those produced by Aramark in comparable management fee accounts.

5. An assessment of the overall program strengths and weaknesses as well as recommendations for improvement of food, service, cost control or other areas. E. PRICE ADJUSTMENTS:

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2023. Per meal prices for each subsequent 12-month period will be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices will be increased as further set forth below by the greater of the (a)

yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases will be April of the immediately preceding year to April of the then-current year (the "Base Period").

The "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark will have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

F. RESPONSIBILITIES OF THE COUNTY: 1. Facilities and Equipment: The County will, at its expense, provide Aramark with preparation, kitchen, office, and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration, and utility services (including internet services and local and long distance telephone service) as may be reasonably required for the efficient performance of the Agreement. The County will furnish building maintenance services for the Facility and will provide preventive maintenance, repair, and replacement for County-owned equipment. The County will furnish and maintain an adequate inventory of serviceware, thermal trays and delivery equipment, pots, pans, beverage containers, and utensils at the Facility. 2. Staff Meal Delivery: Facility staff will receive meals at the Facility kitchen, will transport such meals to the appropriate areas, and will return all trays and delivery equipment to Aramark at the Facility kitchen, in a timely manner.

3. Jail Management Computer Access. The County manages its Inmate population through an electronic Jail Management System (JMS). Aramark will be allowed access to JMS for the purposes of obtaining Inmate counts and special medical or religious diets for serving the Inmate population. 4. Ingress/Egress. The County will provide ingress/egress, subject to security requirements, for Aramark's employees via the designated entry ways at the Facility.

5. Office Space & Furniture. The County will provide office space and the following furniture for Aramark. a. Desk; b. File cabinet; c. Chair for desk; d. Visitor's chair; and e. Bookshelf. Locking devices, subject to County approval and emergency access to combinations or keys, for the lockers must be supplied by Aramark or its employees. Any other furniture or equipment for the offices must be provided by Aramark. Due to key control regulations, such equipment must be inventoried and a copy of the inventory provided to the Jail Administrator.

6. Investigation of Aramark Employees. The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

7. Security. The County will provide security, control, and limitation of offender movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors. The County will supply reasonable and adequate security at all times while food service operations are underway. 8. Non-Monetary Modifications to this Agreement. With regards to modifications to this Agreement that do not impact either the amount not to exceed or the per meal cost, the Sheriff may authorize changes to this Agreement, which will be mutually agreed to by the parties in writing. All monetary modifications to this Agreement must be approved by the Moore County Board of Commissioners.

ATTACHMENT B

FN 22-0292

Pricing

The per meal prices stated below are firm for the period beginning on July 1, 2022, and ending June 30, 2023. POPULATION PRICE PER MEAL

100 – 119 \$1.761

120 – 139 \$1.606

140 – 159 \$1.555

160 – 179 \$1.454

180 – 199 \$1.383 200 – 219 \$1.324

Juvenile Meals \$1.252

Staff Meals \$2.050 The total number of Inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

ATTACHMENT C

FN 22-0292

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

THIS AMENDMENT NO. ____ (the "Amendment"), is entered into this ____ day of _____, 20____ by and between the County of Moore, a political subdivision of the State of North Carolina, with offices at P.O. Box 905, Carthage, North Carolina 28327 (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WHEREAS, the County and Aramark entered into an Operating Agreement dated _____, ____ 2022, for the management of the food service operation at the Rick Rhyne Public Safety and Detention Center (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, the parties agree as follows: 1. Price Adjustment: In accordance with [Paragraph ____ of Amendment No. ____ to the Agreement][Paragraph ____ of the Agreement], the parties agree that the price per meal charged to _____ by Aramark will be changed as set forth on Attachment A as a result of [changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]. This price will be effective from _____, 20__ through _____, 20__ , and will supersede in all respects the price per meal set forth in Paragraph [____] of the Agreement or in any other prior agreements between the parties. 2. Release: The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation. 3. Except as specifically set forth herein, all other terms and provisions of the Agreement will remain unaffected by this Amendment and continue in full force and effect [SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first written above.

County of Moore Aramark Correctional Services, LLC

_____, Chair By: _____

Moore County Board of Commissioners Title: _____ Attest: Attest:

_____ Laura M. Williams By: _____

Clerk to the Board Title: _____

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

Finance Officer

Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint

DATE: June 13, 2022

SUBJECT: Detention Center Communications

REQUEST:

We are requesting that the Board of Commissioners approve the Detention Center Facility Medical Plan for FY 2022-2023

BACKGROUND:

The Jail Administrator has updated the Detention Center Facility Medical Plan for FY 2022-2023. The plan has been approved and signed by both the Sheriff Ronnie Fields and County Health Director Matthew Garner but must be adopted by the governing body as required by N.C.G.S. 153A-255.

FINANCIAL IMPACT:

If adopted by the Board, the County will not incur any additional cost for the medical services currently being provided to the inmates in the Detention Center.

IMPLEMENTATION PLAN:

If adopted by the Board, the Detention Center will continue to provide medical services to inmates in compliance with this plan.

RECOMMENDATION SUMMARY:

Sheriff Fields has requested that the Board adopt this medical plan so that we can comply with N.C.G.S. 153A-225.

MOTION:

The Sheriff asks the Board of Commissioners to make a motion to approve the adoption of the Moore County Detention Center Facility Medical Plan.

ATTACHMENTS:

1.N.C.G.S. 153A-2252.Moore County Detention Center Facility Medical Plan3.Copy of Health Director Signage page III.J.

§ 153A-225. Medical care of prisoners.

(a) Each unit that operates a local confinement facility shall develop a plan for providing medical care for prisoners in the facility. The plan:

- (1) Shall be designed to protect the health and welfare of the prisoners and to avoid the spread of contagious disease;
- (2) Shall provide for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare;
- (3) Shall provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and
- (4) May utilize Medicaid coverage for inpatient hospitalization or for any other Medicaid services allowable for eligible prisoners, provided that the plan includes a reimbursement process which pays to the State the State portion of the costs, including the costs of the services provided and any administrative costs directly related to the services to be reimbursed, to the State's Medicaid program.

The unit shall develop the plan in consultation with appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. The plan must be approved by the local or district health director after consultation with the area mental health, developmental disabilities, and substance abuse authority, if it is adequate to protect the health and welfare of the prisoners. Upon a determination that the plan is adequate to protect the health and welfare of the prisoners, the plan must be adopted by the governing body.

As a part of its plan, each unit may establish fees of not more than twenty dollars (\$20.00) per incident for the provision of nonemergency medical care to prisoners and a fee of not more than ten dollars (\$10.00) for a 30-day supply or less of a prescription drug. In establishing fees pursuant to this section, each unit shall establish a procedure for waiving fees for indigent prisoners.

(b) If a prisoner in the custody of a local confinement facility dies, the medical examiner and the coroner shall be notified immediately, regardless of the physical location of the prisoner at the time of death. Within five days after the day of the death, the administrator of the facility shall make a written report to the local or district health director and to the Secretary of Health and Human Services. The report shall be made on forms developed and distributed by the Department of Health and Human Services.

(b1) Whenever a local confinement facility transfers a prisoner from that facility to another local confinement facility, the transferring facility shall provide the receiving facility with any health information or medical records the transferring facility has in its possession pertaining to the transferred prisoner.

(c) If a person violates any provision of this section (including the requirements regarding G.S. 130-97 and 130-121), he is guilty of a Class 1 misdemeanor. (1967, c. 581, s. 2; 1973, c. 476, ss. 128, 138; c. 822, s. 1; 1973, c. 1140, s. 3; 1989, c. 727, s. 204; 1991, c. 237, s. 2; 1993, c. 539, s. 1062; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 385, s. 1; 1997-443, s. 11A.112; 2003-392, s. 1; 2004-199, s. 46(a); 2011-145, s. 31.26(f); 2011-192, s. 7(n); 2013-387, s. 2; 2013-389, s. 1; 2018-76, s. 1.)

Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gene Boles, Property Management Director

DATE: June 13, 2022

SUBJECT: Purchase of fuel and diesel from the Village of Pinehurst

PRESENTER: Gene Boles

REQUEST: To approve the five (5) year Fuel Agreement between the County of Moore and the Village of Pinehurst and put on consent.

BACKGROUND: Purchase of fuel and diesel from the Village of Pinehurst for County Vehicles.

IMPLEMENTATION PLAN:

Upon approval by the Board of Commissioners, will forward contract to Village of Pinehurst.

FINANCIAL IMPACT STATEMENT: The County of Moore will receive payment for fuel purchases with cost of \$0.20 per gallon. The purchase of gasoline and diesel fuel shall not exceed the amount of \$150,000.00 per fiscal year (July 1, 2022- June 30, 2023) FY23.

RECOMMENDATION SUMMARY: To approve the five (5) year Purchase of Goods Contract between the County of Moore and the Village of Pinehurst and have the Chairman to sign it.

SUPPORTING ATTACHMENTS: Contract

III.L.

STATE OF NORTH CAROLINA PURCHASE OF GOODS CONTRACT COUNTY OF MOORE THIS PURCHASE OF GOODS CONTRACT is made and entered into the 18th day of April, 2022, by and between the Village of Pinehurst, a municipal incorporation in the State of North Carolina (the "Seller"), and the County of Moore, a political subdivision of the State of North Carolina (the "Purchaser"). 1. TERMS

The Seller hereby sells to the Purchaser gasoline and diesel fuel to be utilized by Purchaser's official vehicles, in consideration of the sum of cost plus \$0.20 per gallon. The purchase of gasoline and diesel fuel shall not exceed the amount of \$150,000.00 per fiscal year (July 1 – June 30).

Unless otherwise specified Seller shall submit an itemized invoice to Purchaser after the last day of each month during which the stated fuels are purchased. Payment will be processed by Purchaser promptly upon receipt and approval of the invoice.

2. TERM OF CONTRACT The term of this contract for purchase of goods is from July 1, 2022, to June 30, 2027. This contract is subject to the availability of funds to purchase the specified goods and upon the availability of the stated fuels, and may be terminated at any time during the term upon thirty (30) days notice if such funds or fuels shall become unavailable.

3. INDEMNITY To the fullest extent permitted by laws and regulations, the Purchaser shall indemnify and hold harmless the Seller and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Seller or its officials, employees, or contractors under this Contract or under the contracts entered into by the Seller in connection with this Contract. This indemnification shall survive the termination of this agreement.

4. LAW CONTROLLING The laws of the State of North Carolina shall control and govern this contract. 5. NON-ASSIGNMENT This Agreement is not assignable by either party, by operation of law or otherwise. 6. MODIFICATION This Contract may be modified only by a written amendment executed by both parties hereto.

DocuSign Envelope ID: 1C747D0F-11D9-41D6-B4D7-5CAABD13EE53

FN 22-0192

7. INTEGRATION This Contract sets forth the entire agreement between the Purchaser and the Seller and supersedes any and all other agreements on this subject between the parties. 8. HEADINGS The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

9. DISPUTE RESOLUTION Any claims, disputes or other controversies arising out of, and between parties to this Agreement which

may ensue shall be subject to and decided by the appropriate General Court of Justice of Moore County, North Carolina. IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be executed by their

duly authorized representatives as of the day and year first written above. COUNTY OF MOORE VILLAGE OF

PINEHURST Frank R. Quis, Jr., Chairman Jeffrey M. Sanborn Board of Commissioners Village Manager

ATTEST: _____ Laura M. Williams, Clerk to the Board

PREAUDIT CERTIFICATE This instrument has been preaudited in the manner required by the Local Government Budget and

Fiscal Control Act.

Finance Officer

DocuSign Envelope ID: 1C747D0F-11D9-41D6-B4D7-5CAABD13EE53

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Envelope Id: 1C747D0F11D941D6B4D75CAABD13EE53 Status: Sent

Subject: Please DocuSign: Village of Pinehurst - Fuel Purchase Revised Contract 22-0192.pdf

Source Envelope:

Document Pages: 2 Signatures: 2 Envelope Originator:

Certificate Pages: 6 Initials: 0 Melinda Hill

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

mhill@moorecountync.gov

IP Address: 184.2.42.2

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Status: Original

4/18/2022 9:36:00 AM

Holder: Melinda Hill

mhill@moorecountync.gov

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Signer Events Signature Timestamp

Gene Boles

gboles@moorecountync.gov

Property Management Director

Security Level: Email, Account Authentication (None)

Completed

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Viewed: 4/18/2022 10:15:03 AM

Signed: 4/18/2022 10:16:35 AM

Electronic Record and Signature Disclosure: Accepted: 4/18/2022 10:15:03 AM ID: 867deeed-c943-44a7-8e33-8213341881f7

Jeffrey Sanborn

jsanborn@vopnc.org

Security Level: Email, Account Authentication (None) Signature Adoption: Pre-selected Style

Signed by link sent to jsanborn@vopnc.org

Using IP Address: 24.106.191.34

Sent: 4/18/2022 10:16:37 AM

Viewed: 4/18/2022 11:16:13 AM

Signed: 4/18/2022 11:20:13 AM

Electronic Record and Signature Disclosure: Accepted: 4/18/2022 11:16:13 AM ID: 6721d759-1062-4ceb-9ca0-bb6e88eec022

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication (None) Signature Adoption: Pre-selected Style

Signed by link sent to cxiong@moorecountync.gov

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Sent: 4/18/2022 11:20:14 AM

Viewed: 5/13/2022 6:58:02 PM

Signed: 5/13/2022 6:58:57 PM

Electronic Record and Signature Disclosure: Accepted: 2/11/2020 11:10:53 AM ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signer Events Signature Timestamp

In Person Signing Host: Laura Williams clerktoboard@moorecountync.gov

In Person Signer: Frank R. Quis, Jr., Chairman

Security Level: In Person

Sent: 5/13/2022 6:58:59 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication (None)

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Deisha Covington

dcovington@moorecountync.gov

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Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication (None)

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Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication (None)

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication (None)

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Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Coordinator

Moore County

Security Level: Email, Account Authentication (None)

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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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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.

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Parties agreed to: Gene Boles, Jeffrey Sanborn, Caroline Xiong, Caroline Xiong

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- ii. send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

**** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

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Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gene Boles, Property Management Director

DATE: June 13, 2022

SUBJECT: Paving Project for DSS Parking Lot

PRESENTER: Gene Boles

REQUEST: Approve a service contract between County of Moore and FSC II, LLC dba Fred Smith Company

BACKGROUND: Paving/construction for parking lot in the DSS complex. Materials and labor cost are listed in the bid information.

IMPLEMENTATION PLAN: Upon approval by the Board of Commissioners will forward service contract to FSC II, LLC dba

Fred Smith Company.

FINANCIAL IMPACT STATEMENT: Total cost to the County of Moore is \$309,090.00. This includes materials and labor cost; funds will

be taken out of Building Improvements in the current year (FY22) and carried forward to FY23 to be completed.

RECOMMENDATION SUMMARY: Make a motion to approve the service contract and addendum between the County of Moore and FSC

II, LLC dba Fred Smith Company in the amount of \$309,090.00 for materials and labor and authorize Chairman to sign.

SUPPORTING ATTACHMENTS: Bid Information

Quote Addendum

III.M.

Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gene Boles, Property Management Director

DATE: June 13, 2022

SUBJECT: Roofing Project for DSS Complex

PRESENTER: Gene Boles

REQUEST: Approve a service contract between County of Moore and WaynCo, Roofing, LLC

BACKGROUND:

Installation of new roof for all units in the DSS complex. Materials, labor, and contingency of material cost are listed in the bid information.

IMPLEMENTATION PLAN:

Upon approval by the Board of Commissioners will forward service contract to Waynco. Roofing, LLC.

FINANCIAL IMPACT STATEMENT: Total cost to the County of Moore is \$308, 971.00. This includes materials and labor cost; funds will

be taken out of Building Improvements in the current year (FY22) and carried forward to FY23 to be completed.

RECOMMENDATION SUMMARY: Make a motion to approve the service contract between the County of Moore and WaynCo. Roofing,

LLC in the amount of \$308, 971.00 for materials and labor and authorize Chairman to sign.

SUPPORTING ATTACHMENTS: Bid Information Quote

III.N.

Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: June 13, 2022

SUBJECT: Contract Amendment No. 2 W/Southern Pines Women's Health Center

REQUEST: That Frank Quis, Chairman of the Moore County Board of Commissioners, provide his signature for the Contract Amendment No. 2 document as part of the contractual agreement between the County of Moore and Southern Pines Women's Health Center.

BACKGROUND: Southern Pines Women's Health Center previously entered into an agreement with the Moore County Health Department on June 18, 2019, for the purposes of providing various obstetrics and gynecological services.

Due to the County's need for additional services, the parties desire to update the Scope of Services per NCDHHA Women's Health Audit recommendations.

FINANCIAL IMPACT: No local funds are required.

IMPLEMENTATION PLAN: Contract is executable upon receipt of signature from Commissioner Quis.

RECOMMENDATION SUMMARY: That Frank Quis, Chairman of the Moore County Board of Commissioners, provide his signature for the Contract Amendment No. 2 document as part of the contractual agreement between the County of Moore and Southern Pines Women's Health Center.

ATTACHMENTS: Contract Amendment No. 2 – County of Moore/Southern Pines Women's Health Center
III.O.

FN 19-0303b

STATE OF NORTH CAROLINA CONTRACT AMENDMENT NO. 2

COUNTY OF MOORE This Contract Amendment No. 2 (this "Amendment"), is made this 16th day of May 2022, between the County of Moore (the "County") and Southern Pines Women's Health Center, P.C. (the "Contractor").

WITNESSETH WHEREAS, the County and Contractor previously entered into an agreement on June 18, 2019, which was for the purposes of providing various obstetrics and gynecological services to the Moore County Health Department (the "Original Agreement"); and WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 1, dated May 18, 2020, which was for the purpose of decreasing the not to exceed

amounts for the current and next four (4) fiscal years of this contract; and WHEREAS, due to the County's need for additional services, the parties desire to update the Scope of

Services per NCDHHA Women's Health Audit recommendations. NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the

parties agree as follows: 1. Another bullet point shall be added to the Scope of Services of the Original Agreement to read, "The Contractor shall review, approve, and sign Family Planning and Maternal Health Program clinical policies/procedures/protocols/standing orders." 2. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect. The parties have expressed their agreement to these terms by causing this Contract Amendment No. 2 to be executed by their duly authorized officers or agents as of the date first written above. COUNTY OF MOORE SOUTHERN PINES WOMEN'S HEALTH

CENTER, P.C.

Francis R. Quis, Jr., Chairman Dr. John W. Byron, M.D. County Manager

ATTEST: _____ Laura M. Williams

Clerk to the Board

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FN 19-0303b

PREAUDIT CERTIFICATE This instrument has been preaudited in the manner required by the Local Government
Budget and Fiscal

Control Act. Finance Officer

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Subject: Please DocuSign: Southern Pines Women's Health Ctr - Amend #2 Final 19-0303b.pdf

Source Envelope:

Document Pages: 2 Signatures: 1 Envelope Originator:

Certificate Pages: 6 Initials: 0 Melinda Hill

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mhill@moorecountync.gov

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Matt Garner

mgarner@moorecountync.gov

Security Level: Email, Account Authentication (None)

Completed

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Signed: 5/16/2022 9:59:30 AM

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John Byron

JByron@spwhc.com

Security Level: Email, Account Authentication (None) Signature Adoption: Pre-selected Style

Signed by link sent to JByron@spwhc.com

Using IP Address: 71.77.158.23

Sent: 5/16/2022 9:59:32 AM

Viewed: 5/24/2022 10:00:08 AM

Signed: 5/24/2022 10:00:38 AM

Electronic Record and Signature Disclosure: Accepted: 6/13/2019 7:04:09 PM ID: c082c2c2-b735-4347-b928-421923585be5

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication (None)

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Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host: Laura Williams clerktoboard@moorecountync.gov

In Person Signer: Francis R. Quis, Jr., Chairman

Security Level: In Person

Electronic Record and Signature Disclosure:

In Person Signer Events Signature Timestamp

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Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

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Caroline Xiong

cxiong@moorecountync.gov

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Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication (None)

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Margaret Davis

madavis@moorecountync.gov

Security Level: Email, Account Authentication (None)

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Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication (None)

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication (None)

Sent: 5/16/2022 9:38:13 AM

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Sarah McClammroch

smcclamroch@spwhc.com

Security Level: Email, Account Authentication (None)

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Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Coordinator

Moore County

Security Level: Email, Account Authentication (None)

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Parties agreed to: Matt Garner, John Byron, Caroline Xiong, Caroline Xiong

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Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

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Browsers: Final release versions of Internet Explorer® 6.0

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above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Minutes

Moore Soil and Water Conservation District

Regular Meeting Minutes

Meeting #4

May 12, 2022

4:00pm

Moore County Agricultural Center

707 Pinehurst Avenue

Carthage, N.C. 28327

Scott Sheffield Chairman *Present Absent

Billy Carter Vice Chairman Present *Absent

Lewin Blue Secretary/Treasurer *Present Absent

Harold Brady Member *Present Absent

Art Williams Member *Present Absent

Albert Troutman Honorary Member Present •Absent

Jonathan Russell Office Staff Present *Absent

Jerry Hall Office Staff *Present Absent

Penny Priest Office Staff •Present Absent

Kevin Williams NRCS Staff Present *Absent

Aaron Cinque NRCS Staff *Present Absent

Others in Attendance League of Women Voters Peter Latham

*Blue recused himself from Action Item 4A

Call to Order

The meeting was called to order at 4:00pm by Chairman Sheffield.

Approval of Minutes

04//14/2022 minutes approved as read (x) corrected ().

Blue motioned to approve April minutes; Brady seconded. All voted in favor 3-0.

Information Agenda

NRCS

Cinque stated 2022 EQIP obligations met; 39 applications totaling \$636,000 and 2,800 acres.

NRCS is now focusing on CSP for July 2022.

District Updates

Priest stated Russell is working with Ralston James, Regional Coordinator, on training for Supervisors to take place at the August or September board meeting. Landon Hussey, scholarship recipient, sent a thank you note to the board for scholarship selection.

Action Items

AgWRAP RFP

Priest presented for payment #63-2022-801 for \$5,000 Sediment removal.

AWilliams motioned to approve payment; Brady seconded. All voted in favor 2-0.

*Blue recused himself.

Drill Rental Rate

Priest stated Russell had called 7 dealerships to get quotes on purchasing new drills. No quotes or drills available and no expected date of availability. Russell and Hall decided to repair the drills we have in order to help our farmers this season. Priest requested minimum rate increase from \$50 to \$100. Blue suggested increasing rental from \$10 per acre to \$15 per acre. Priest also stated Russell is working with Property Management to build a storage building for the drills.

A.Williams motioned to approve \$100 minimum and \$15 per acre; Blue seconded. All voted in favor 3-0. New rates will be effective June 1, 2022.

Next Meeting Date

Priest stated next meeting date: June 9, 2022

Adjourn

With no further business, A.Williams motioned to adjourn; Blue seconded.

All voted in favor to adjourn 3-0.

Meeting adjourned at 4:25pm.

Next Meeting Date: June 9, 2022 @4pm

Respectfully Submitted

Lewin Blue

Board Secretary/Treasurer

Agenda Item: Meeting Date: June 21, 2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technology Director

DATE: June 10, 2022

SUBJECT: County Firewall Purchase - SHI

PRESENTER: Chris Butts

REQUEST:

To request the Board of Commissioners to approve the purchase of a county firewall and 3 years of licensing through SHI.

BACKGROUND: The current Moore County firewall is seven years old and will soon no longer be supported. The county firewall is the primary barrier of protection between the internet and the county network. The firewall serves to block unsolicited and unwanted incoming network traffic which we have seen an increase in the past several years. A larger firewall is needed than previously because of an increase in both malicious traffic and legitimate internal traffic. We also have added on additional licensing to keep up with the latest security threats as well. This purchase is for two firewalls for the purpose of redundancy to ensure business continuity.

The Moore County network is defined as having critical infrastructure on it according to Department of Homeland Security and therefore it is vital that the firewall is updated, and vendor supported.

IMPLEMENTATION PLAN: Moore County network team with vendor assistance will swap the old county firewall with the new firewall and transfer all configuration rules to the new one. We will then implement any new security features as necessary to safeguard the county IT assets and information.

FINANCIAL IMPACT STATEMENT: \$150,650 for 2 firewalls and 3 years of support/maintenance and licenses. The plan is to continue support/licenses for additional years after this initial period.

RECOMMENDATION SUMMARY:

Make a motion authorizing the Chairman to execute the attached contract with SHI for the purchase of the county firewall.

SUPPORTING ATTACHMENTS: SHI Contract

III.Q.

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 21st day of June, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and SHI International Corp. (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

This Purchase Contract is entered into pursuant to N.C.G.S. 143-129(e)(3), an exception to the North Carolina bidding requirements. The Charlotte Cooperative Purchasing Alliance (CCPA), of which the County is a registered member, is a cooperative purchasing program established by the City of Charlotte. The CCPA performed a bidding process (RFP #269-2019-117), and awarded a contract to the Vendor for Technology Products and Related Services.

The Contractor agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from June 21, 2022 through June 21, 2025.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$161,195.50 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

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5. INSURANCE

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury \$1,000,000.00 per occurrence

Property Damage \$100,000.00 per occurrence

Bodily Injury/Property Damage \$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply

with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

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9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) 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"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the 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.

12. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County.
The Contractor has no authority to enter into contracts on behalf of the County.

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15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY INFORMATION TECHNOLOGY
ATTN: CHRIS BUTTS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: SHI INTERNATIONAL CORP.
ATTN: LEGAL
160 MINE LAKE CT STE 200
RALEIGH, NORTH CAROLINA 27615

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

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22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

SHI INTERNATIONAL CORPORATION

Kristina Mann

COUNTY OF MOORE ATTEST

Francis R. Quis, Chairman
Board of Commissioners

Laura M. Williams
Clerk to the Board

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PREAUDIT CERTIFICATE

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

\s3\

Finance Officer

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ATTACHMENT 1
FN 22-0298 Page 7 of 7
SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, services, and equipment required to provide PALO Alto three-year firewall subscription.

Attachment 2 contains additional specifications.

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Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technologies Director

DATE: May 26, 2022

SUBJECT: Purchasing contract for annual computer replacement budgeted in fiscal year 2022

PRESENTER: Chris Butts, Information Technologies Director

REQUEST:

Approve purchasing contract with SHI International Corp. in the amount of \$232,811.77 for the purchase of 141 laptops with docking stations and authorize the Chairman to sign.

BACKGROUND:

This purchase will cover the annual PC replacement for the FY21/22 year. SHI has provided us a proposal for the build of 141 Lenovo laptops and docking stations thru Charlotte Cooperative Purchasing Alliance contract #2020000547. *

The IT Department recommends replacing computers that are at least 5 years old and are used as an employee's primary computer. Normally we have \$100,000 budgeted for this item, but Administration allocated an additional \$100,000 this year so we could make a shift into laptops to help create a more mobile workforce for disaster recovery and COVID.

IMPLEMENTATION PLAN:

Upon execution of the contract, The IT Department will order and allocate the laptops to users that have been identified for PC replacement.

FINANCIAL IMPACT STATEMENT:

Budgeted capital funds for PC replacement will adequately cover the cost of this project.

RECOMMENDATION SUMMARY:

Make a motion to award and approve the purchase contract with SHI International Corp. for the purchase of 141 laptops and docking stations in the amount not to exceed \$232,811.77 for Fiscal Year 2022 and authorize the Chair to sign. In addition, authorize the County Manager to sign change orders to terms or not to exceed of \$5000 or less.

SUPPORTING ATTACHMENTS:

Purchasing Contract with SHI International Corp. #2022-326

*CCPA Contract #2020000547 and relevant bid documents can be found at:

<http://www.charlottealliance.org/contracts/shi-international-technology-products-and-services-/index.cfm?asdf=3&ctxt=docs>

III.R.

STATE OF NORTH CAROLINA PURCHASE CONTRACT
COUNTY OF MOORE

THIS PURCHASE CONTRACT (this "Contract") is made the 16th day of June, 2022, between SHI International Corp., a business corporation in the State of New Jersey (the "Vendor"), and the County of Moore, a political subdivision of the State of North Carolina (the "County").

This Purchase Contract is entered into pursuant to N.C.G.S. 143-129(e)(3), an exception to the North Carolina bidding requirements. The Charlotte Cooperative Purchasing Alliance (CCPA), of which the County is a registered member, is a cooperative purchasing program established by the City of Charlotte. The CCPA performed a bidding process (RFP #269-2019-117), and awarded a contract to the Vendor for Technology Products and Related Services.

1. Exhibits

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. All Exhibits are incorporated by reference.

Exhibit A: Specifications

Exhibit B: Pricing Worksheet

Exhibit C: Lenovo Moore Builds

2. Description of Goods

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept one hundred forty-one (141) Lenovo Notebook Thinkpads meeting the specifications as provided for in the attached Exhibits (the "Goods").

The Vendor agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach of this Contract.

The Vendor will deliver the Goods covered by this Contract to the County on or before January 1, 2023. Delivery will be made to the County of Moore Information Technology, which is located at 206 South Ray St. Carthage, NC 28327. The parties mutually agree that time is of the essence.

3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed \$232,811.77, which includes delivery of the Goods. Payment will occur within 30 days after receipt of a valid invoice.

The payment amount does not include property taxes and registration fees for the purchase of the vehicles, which the County is responsible for.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance within twenty-four (24) hours of delivery.

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5. Risk of Loss and Title

Risk of loss and title will pass to the County upon delivery of the Goods.

6. Vendor Emblems

Decals or markings of any type pertaining to advertising of the Vendor are not allowed, except as permitted in Exhibit A.

7. Service Requirements

All thinkpads must be properly serviced and in first class operating condition when delivered. All returns shall be subject to the Vendor's return policy, which is found at www.shi.com/returnpolicy.

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 22 of this Contract.

9. Warranties

The Vendor represents and warrants that:

- a. It is an incorporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material, or fabrication; and
- e. The Goods are of merchantable quality.

Warranty Disclaimer:

EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

10. Insurance

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In

the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

The Vendor will maintain, at its expense, the following minimum insurance coverage:

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Commercial General Liability

Each Occurrence: \$1,000,000

Damage to rented premises, each occurrence: \$1,000,000

Medical Expenses: \$5,000

Personal and Adv Injury: \$1,000,000

General Aggregate: \$2,000,000

Products – Comp/OP Agg: \$2,000,000

Automotive Liability – Combined Single Limit: \$1,000,000

Excess Liability – Umbrella Form

Each occurrence: \$25,000,000

Aggregate: \$25,000,000

Workers Compensation and Employers' Liability

E.L. Each Accident: \$1,000,000

E.L. Disease policy – Each Employee: \$1,000,000

E.L. Disease – Policy Limit: \$1,000,000

The Vendor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Vendor, upon request by the County, will furnish a certificate of insurance from an insurance Vendor, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. Any notice of termination or cancellation will be provided by Vendor with at least thirty (30) days' advance notice, except in the case of cancellation for insurance premium non-payment, in which case County shall be notified ten (10) days prior to such cancellation.

11. Indemnification

To the fullest extent permitted by law, the Vendor will indemnify and hold harmless the County, its officials, agents, and employees from and against all third party claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from gross negligent, willful misconduct, or violation of law in the performance of this Contract or the actions of the Vendor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Vendor in connection with this Contract. This indemnification will survive the termination of this Contract.

Limitation of Liability:

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS CONTRACT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE COUNTY TO VENDOR UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT VENDOR WOULD NOT ENTER INTO

THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

12. Health and Safety

The Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while performing under this Contract.

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13. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

14. Iran Divestment Act

The Contractor certifies that: (i) 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"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

15. Divestment from Companies Boycotting Israel Act

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

16. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

17. Breach; Termination of the Contract

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract.

This Contract is subject to the availability of funds to purchase the specified Goods and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

18. Successors and Assigns

The Vendor will not assign its interest in this Contract without the written consent of the County. The Vendor has no authority to enter into contracts on behalf of the County.

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19. Drug Free Work Place

The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request.

20. Compliance with Laws

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

21. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY INFORMATION TECHNOLOGY
ATTN: CHRIS BUTTS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

VENDOR: SHI INTERNATIONAL CORPORATION
ATTN: LEGAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

22. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all financial books, accounts, invoices, records and other writings relating to the performance of this Contract. Audits will take place at times and locations mutually agreed upon by both parties with a thirty (30) day advanced written notice. The Vendor must make the materials to be audited available within one (1) week of the request for them. Such audits shall not take place more than once annually.

23. County Not Responsible for Expenses

The County will not be liable to the Vendor for any expenses paid or incurred by the Vendor unless otherwise agreed to in writing.

24. Equipment

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

25. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

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26. Entire Agreement

This Contract and all exhibits provided for in Section 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

27. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

28. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

29. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

SHI INTERNATIONAL CORPORATION

Kristina Mann

COUNTY OF MOORE ATTEST

Francis R. Quis, Chairman
Laura M. Williams
Board of Commissioners Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

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FN 22-0276

EXHIBIT A

SPECIFICATIONS

The County is purchasing one hundred forty-one Lenovo Notebook ThinkPads with docking stations.

The detailed specifications are provided in the attached Exhibits B and C.

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FN 22-0276

Exhibit B

Pricing Proposal

Quotation #: 22039785

Created On: 5/18/2022

Valid Until: 6/30/2022

NC-County of Moore Inside Account

Executive

Chris Butts

28327

United States

Phone: (910) 947-6306 Ext.7100

Fax:

Email: cbutts@moorecountync.gov

Mike Zimmerman

290 Davidson Avenue

Somerset, NJ 08873

Phone: 732-507-1545

Fax: 732-254-8224

Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USO)

Product Qty Your Price Total

1 Notebook ThinkPad T14 Gen 2 i5, 16GB, 256 GB SSD

Lenovo - Part#: 20W1SF6COO

Contract Name: Charlotte Technology Products and Related Services

Contract #: 2020000547

114 \$1,262.24 \$143,895.36

2 Notebook ThinkPad T14 Gen 2 i7, 16GB, 256 GB SSD 27 \$1,527.99 \$41,255.73

Lenovo - Part#: 20W1SF6DOO

Contract Name: Charlotte Technology Products and Related Services

Contract #: 2020000547

3 Lenovo ThinkPad Universal USB-C Smart Dock - Docking station - USB-C - HDMI, 2 x 141 \$230.00 \$32,430.00
DP - GigE - 135 Watt - United States - for ThinkPad X1 Carbon Gen 9 20XW, 20XX;
X1 Yoga Gen 6 20XY, 20YO
Lenovo - Part#: 40B20135US
Contract Name: Charlotte Technology Products and Related Services
Contract #: 2020000547

Subtotal \$217,581 .09

*Tax \$15,230.68

Total \$232 ,811.77

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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FN 22-0276

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.
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FN 22-0276

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS#61-1429481; CCR# 61-243957G; CAGE 1HTFO

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.
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FN 22-0276

Exhibit C

Line 1

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FN 22-0276

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FN 22-0276

DocuSign Envelope ID: 15CFA3BE-130B-469D-9E3F-73947DFA8697

FN 22-0276

Line 2

DocuSign Envelope ID: 15CFA3BE-130B-469D-9E3F-73947DFA8697

FN 22-0276

DocuSign Envelope ID: 15CFA3BE-130B-469D-9E3F-73947DFA8697

FN 22-0276

DocuSign Envelope ID: 15CFA3BE-130B-469D-9E3F-73947DFA8697

Agenda Item: Meeting Date: 06/21/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tammy Schrenker, DSS Director

DATE: June 13, 2022

SUBJECT: MOU with Moore County Transportation Services FY 2022-2023

PRESENTER: Tammy Schrenker, DSS Director

REQUEST:

DSS requests a Memorandum of Understanding (MOU) for Non-Emergency Medicaid Transportation to be provided by MCTS. There is no dollar amount associated with this MOU because MCTS will be paid directly through the NC TRACKS payment system.

BACKGROUND:

This MOU is with Moore County Transportation Services, the primary carrier of eligible Moore County clients to approved Medicaid appointments. This is a mandated program and required by Medicaid policy for provision of non-emergency Medicaid transportation services for eligible citizens.

IMPLEMENTATION PLAN:

Medicaid Transportation provides transportation services for eligible citizens.

FINANCIAL IMPACT STATEMENT:

There is no financial impact to the County because MCTS will be paid directly through the NC TRACKS system.

RECOMMENDATION SUMMARY:

Make a motion to...Request the Board of Commissioners approve the MOU with Moore County Transportation Services.

SUPPORTING ATTACHMENTS:

Contract Documents

III.S.

STATE OF NORTH CAROLINA MEMORANDUM OF UNDERSTANDING

COUNTY OF MOORE THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this 26th day of May, 2022, by and between the Moore County Department of Social Services ("DSS") and Moore County Transportation Services ("MCTS"). WITNESSETH: WHEREAS, DSS is responsible for arranging transportation services for Medicaid clients; and WHEREAS, MCTS is a department of the County of Moore and provides transportation services within Moore County and surrounding areas. NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties understand

and agree as follows: 1. DSS will utilize MCTS as the primary vendor for Medicaid transportation services.

2. The term of this MOU shall be from July 1, 2022, through June 30, 2023.

3. DSS and MCTS will make use of NCTracks, the State of North Carolina's multi-payer Medicaid Management Information System for the N.C. Department of Health and Human Services. 4. MCTS will be paid per Medicaid

client at the following rates: \$2.16 per mile.

5. MCTS will receive direct Medicaid payments through NCTracks. 6. The parties will cooperate with one another to ensure the timely processing of all information necessary to facilitate prompt payment to MCTS through NCTracks.

7. DSS will:

a. Perform all Prior Authorization ("PA") submissions; b. Ensure that all Medicaid ID numbers are accurate; c. Work with MCTS on all payment denials; d. Comply with MCTS policies and procedures for scheduling and cancelling trips; and e. Make MCTS aware of Medicaid clients with special needs (e.g. wheelchairs, attendants, car seat requirements, etc.). 8. MCTS will:

a. Enter all eligible trips into NCTracks for payment;

b. Identify NCTracks denials and work with DSS to resolve them;

c. Inform DSS on a weekly basis of no shows;

d. Inform DSS on a monthly basis of all cancellations;

e. Send DSS a reconciliation statement the month following the service and include the Medicaid client's name, Medicaid Identification Number, and addresses of pickup and drop off locations;

and

f. Inform DSS if MCTS believes that a Medicaid client is in need of an attendant to assist with medical appointments.

9. All appointments must be approved by DSS prior to the provision of services by MCTS.

10. Medicaid Client Behavior:

a. All Medicaid clients will be required to act according to MCTS Policies and Procedures. b. If MCTS discharges a Medicaid client, MCTS must inform DSS of the discharge within the

hour. c. If a determination is made by MCTS that the Medicaid client is no longer eligible to use MCTS services, DSS will inform the Medicaid client of that decision and will make other transportation arrangements for the Medicaid

client. 11. If MCTS's driver refuses to pick up a Medicaid client for any reason other than the Medicaid client is a danger to the driver or other clients, MCTS will not be reimbursed for the ride. 12. MCTS will ensure that all drivers

are of legal age and licensed to operate the specific vehicle used to transport Medicaid clients. 13. MCTS will ensure that all vehicles transporting Medicaid clients will have at least the minimum level of liability insurance

appropriate for the type of vehicle. Currently, \$1.5 million liability

insurance coverage is required on vehicles with a seating capacity of 15 passengers or less. 14. MCTS will ensure that all vehicles used to transport Medicaid clients have valid State registration

and State inspection. 15. MCTS will participate in a N.C. Department of Transportation approved random alcohol and drug

testing program. 16. The parties are compliant with and adhere to all applicable Federal and State laws. 17. This Memorandum may be terminated by either party upon 30 days written notice to the other.

Tammy Schrenker Sonia Biggs Director Transportation Director

ATTEST: _____ Laura M.

Williams Francis R. Quis, Jr., Chairman

Clerk to the Board Board of Commissioners This instrument does not involve the payment of County funds and is not subject to the Preaudit

Requirement of N.C.G.S. § 159-28(a1). _____

Agenda Item:

Meeting Date: June 21, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Wayne Vest, County Manager

DATE: June 13, 2022

SUBJECT: General Management Contract between the County of Moore and Moore County
Airport Authority

REQUEST:

Approve the General Management Contract between the County of Moore and Moore County Airport
Authority (MCAA) with a term of July 1, 2022 through June 30, 2023.

BACKGROUND:

The last General Management Contract between the County of Moore and Moore County Airport
Authority (MCAA) was executed at the June 15, 2021 Board of Commissioners meeting. The term of
the management contract was effective from July 1, 2021 through June 30, 2022.

FINANCIAL IMPACT:

None

IMPLEMENTATION PLAN:

None

RECOMMENDATION SUMMARY:

Make a motion to approve the General Management Contract between the County of Moore and
Moore County Airport Authority (MCAA) with a term of July 1, 2022 through June 30, 2023.

ATTACHMENTS:

General Management Contract between the County of Moore and Moore County Airport Authority
III.T.

NORTH CAROLINA
GENERAL MANAGEMENT CONTRACT
COUNTY OF MOORE

THIS CONTRACT, is entered into the 25th day of May, 2022, between the COUNTY OF MOORE, North Carolina, (herein referred to as "County"), and MOORE COUNTY AIRPORT AUTHORITY (herein referred to as "Authority").

WHEREAS, the County is the owner in fee simple of certain real property located at Moore County Airport and certain facilities located thereon, which Airport and facilities are more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, at the County's request, the Authority transferred some of the property identified in Exhibit A to the County on June 28, 2012 by Special Warranty Deed (Book 4047, Page 117-124) and Quit Claim Deed (Book 4047, Page 113-116) in the Moore County Registry. (Please also refer to the June 19, 2012 minutes of the Moore County Board of Commissioners Regular Meeting); and

WHEREAS, the Authority was created pursuant to Senate Bill 942, a local act of the 1993 General Assembly, S. L. 1993-414 (hereinafter "Senate Bill 942"), for the purpose of operating and maintaining airport facilities in the County of Moore; and

WHEREAS, pursuant to the terms of Senate Bill 942, the Authority is vested with certain enumerated powers and jurisdiction as set forth in the Bill; and

WHEREAS, pursuant to the terms of Senate Bill 942, the County retains certain enumerated powers and jurisdiction as set forth in the Bill; and

WHEREAS, on July 29, 2002, the County and the Authority entered into a Settlement Agreement and Release of all issues and claims involving a civil action pending in the Superior Court of Moore County, North Carolina, captioned Moore County Airport Authority, et al. v. The County of Moore, File No. 02 CVS 0933 (hereinafter the "Settlement Agreement"); and

WHEREAS, on July 31, 2002, the Superior Court of Moore County, North Carolina, entered a Consent Order in the civil action captioned Moore County Airport Authority, et al. v. The County of Moore, File No. 02 CVS 0933, incorporating the terms of the Settlement Agreement and including certain additional terms (hereinafter the "Consent Order"); and

WHEREAS, the Settlement Agreement and Consent Order provide that the Authority shall enter into an annual agreement with the County for the operation and management of the county-

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owned assets at the Moore County Airport upon such terms and conditions as are consistent with the language of Senate Bill 942; and

WHEREAS, since the Settlement Agreement, the County and Authority have entered into and operated under two separate management contracts, the first being executed on January 6, 2003, which was effective from July 1, 2002 through June 30, 2003 and continued year to year until June 30, 2008. The second management contract was executed on June 16, 2008, which was effective from July 1, 2008 through June 30, 2009 and continued year to year until June 30, 2015. The third management contract being executed on July 21, 2015 through June 30, 2016 and continued year to year until June 30, 2021. A fourth management contract was entered into on June 15, 2021 with a term of July 1, 2021 through June 30, 2022. A fifth management contract was entered into on May 25, 2022 with a term of July 1, 2022 through June 30, 2023.

THAT FOR AND IN CONSIDERATION of the promises and mutual obligations set forth herein, the parties do contract as follows:

1. Purpose. The purpose of this Contract shall be to provide, subject to the provisions of Senate Bill 942, for the continuous operation and maintenance of the Moore County Airport.
2. Scope of Rights, Duties and Obligations. In consideration for the promises set forth herein, the Authority agrees for the term of this Contract, to operate and maintain the Moore County Airport consistent with its rights, authority, duties and obligations as set forth in Senate Bill 942 which is attached hereto as Exhibit B and incorporated herein by reference.
3. Insurance. Authority shall provide all insurance relative to its employees and to the safety of the premises, including a liability hazard insurance policy in a minimum amount of \$1,000,000.00, and such policy shall name County as an additional insured party.
4. Term. The term of this Contract is from July 1, 2022 through June 30, 2023.
5. Compliance with Laws. The Authority and the County represent that they are in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws, including applicable employment laws, and the Local Government Budget and Fiscal Control Act. Should any governmental agency require modification of this Contract to comply with agency standards or regulations, the parties hereto agree that such modifications shall be incorporated herein and shall not serve to terminate the Contract.
6. Grants. The County agrees to consider entering into grant agreements on behalf of the Authority on a case-by-case basis. Both parties recognize that the Authority can enter into its own agreements pursuant to Senate Bill 942. Pursuant to the terms of previously executed grant agreements entered into by the respective parties, the County and the Authority have agreed to

comply with all grant assurances and grant requirements as promulgated by the Federal Aviation Administration as set forth in those agreements.

7. Inspection. County reserves the right, at any time, to inspect the facility and all records as permitted by Senate Bill 942. Regardless of any request, however, Authority shall provide County copies of all reports required to be filed with either the State of North Carolina or the United States and their agencies.

8. Non-Assignability. This Contract may not be assigned by either party without the prior written consent of the other party.

9. Termination. This Contract may be terminated by either party by giving written notice to the other party sixty (60) calendar days prior to the conclusion of the term as set forth in paragraph 4 above.

10. Force Majeure. A party's performance under this Contract shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control, including but not limited to Acts of God, the act of civil or military authority, floods, epidemics, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombings and all such interruptions of business, casualties, events or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Contract upon the termination of the aforementioned force majeure.

11. Severability. Should any part of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining portion which will remain in full force and effect as if the Contract had been executed with the invalid portion eliminated.

12. Hold Harmless Agreement. To the extent allowed by law, the Authority shall defend, indemnify, and hold County, its employees and agents, harmless under this Contract against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Authority, its officers agents or employees. To the extent allowed by State law, County shall defend, indemnify and hold Authority, its employees and agents, harmless under this Contract against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss expense,

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attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees. This provision shall survive the termination of the Contract.

13. Senate Bill 942. The parties acknowledge and agree that, to the extent any term of this Contract are contrary to or inconsistent with the terms of Senate Bill 942, the terms of Senate Bill 942 shall govern the rights and obligations of the parties.

14. Governing Law. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

15. Entire Agreement. This Agreement is completely integrated and shall constitute the entire understanding between both parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN WITNESS WHEREOF, the County has caused this instrument to be signed in its name by its Chairman and attested by the Clerk of its Board of Commissioners, and the Authority has caused this instrument to be signed in its name by its duly authorized officers, all by authority of their respective Boards as follows:

The Moore County Board of Commissioners on this the 21st day of June, 2022; and

The Moore County Airport Authority on this the 8th day of June, 2022.

[SIGNATURES ON THE FOLLOWING PAGE]

MOORE COUNTY
AIRPORT AUTHORITY

Mike Jones, Chairman

Attest:

Carol Oakley, Financial Administrator

CERTIFICATE OF FINANCE OFFICER (AIRPORT)

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

Thomas McPherson, Treasurer

COUNTY OF MOORE

Francis R. Quis, Jr., Chairman
Board of Commissioners

Attest:

Laura Williams
Clerk to the Board

CERTIFICATE OF FINANCE OFFICER (COUNTY)

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

Finance Officer

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Agenda Item: Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: May 4, 2022

SUBJECT: FY 2022-2023 Recommended Moore County Budget - Public Hearing

PRESENTER: J. Wayne Vest

REQUEST: Hold the public hearing regarding the FY 2022-2023 proposed budget for the County of Moore.

BACKGROUND: After receiving the recommended budget from the County Manager, the Board is required by G.S. 159-12(b) to hold a public hearing. In accordance with the budget schedule previously adopted and amended by the Board, the County Manager presented the recommended budget for FY 2022-2023 on Monday, May 16, 2022 (rescheduled from May 17, 2022, due to Election Day), and the public hearing has been advertised for Tuesday, June 21, 2022. By following this schedule, the Board will adopt the FY 2022-2023 budget by the required date and meet all statutory requirements to do so.

IMPLEMENTATION PLAN: The Clerk published notice of the hearing as required by statute.

FINANCIAL IMPACT STATEMENT:

The public hearing does not have a direct financial impact but is part of the process of budget approval, which is scheduled for Thursday, June 23, 2022, at a special called meeting by the Moore County Board of Commissioners. With adoption of the budget, the financial plan for Moore County is put in place for the new fiscal year and the programs, actions, projects, and revenues are approved for implementation.

RECOMMENDATION SUMMARY: Hold the public hearing to receive public comment regarding the recommended budget for fiscal year 2022-2023 for the County of Moore.

VI.A.

Agenda Item: Meeting Date: 6/21/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: June 7, 2022

SUBJECT: Public Hearing for the System Development Fee Analysis for Moore

County Public Utilities

PRESENTER: Randy Gould, PE

REQUEST:

This is the Public Hearing to review comments received from the public on the System Development Fee Analysis.

BACKGROUND:

The purpose of the hearing is to review comments made from the public on the System Development Fee (SDF) Analysis. In accordance with Chapter 162A of the General Statutes, the System Development Fee Analysis that the Moore County Public Works Department is considering for their water and sewer systems was properly advertised with a 45-day comment period, which expired on April 2, 2022. A Call-to Public Hearing was conducted at the June 7, 2022, Board of Commissioner meeting.

IMPLEMENTATION PLAN: Conduct the Public Hearing.

FINANCIAL IMPACT STATEMENT:

The proposed System Development Fee is a part of the fee schedule submitted with the FY 23 budget for approval by the County Commissioners. The System Development Fee is a component of the connection fee in the fee schedule.

RECOMMENDATION SUMMARY:

Make a motion to conduct the Public Hearing to consider the public comments made for the System Development Fee for Moore County Public Utilities.

SUPPORTING ATTACHMENTS: N/A

I:PublicWorks/Projects/Utilities Rate Study/2023 Rate Study/Agenda Memo Public Hearing 062122

VI.B.

NC 211 HWY – General Use Rezoning – Staff Report

Agenda Item: ____ Meeting Date: June 21, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger Planning and Inspections Director

DATE: May 25, 2022

SUBJECT: General Use Rezoning Request: Highway Business (B-2) to Rural Agricultural (RA) – NC 211 Highway

PRESENTER: Debra Ensminger

REQUEST

Pete Mace is requesting a General Use Rezoning from Highway Commercial (B-2) to Rural

Agricultural (RA) of one parcel of approximately 5.74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County Tax Records.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property.

BACKGROUND

The subject property currently has a single-family residence located on it. The property is located within the Urban Transition portion of the Highway Corridor Overlay District. Adjacent properties include single family dwellings and undeveloped timberland. In 2020 this property was rezoned from Residential Agricultural – 20 (RA-20) to Highway Commercial (B-2).

The parcel is within a half-mile of a Voluntary Agricultural District. The parcel is within the Nicks Creek (CPF) WS-IIIP watershed (Average of two dwelling units/ 1 acre per project OR 20,000 square foot lot).

PLANNING BOARD RECOMMENDATION

The Planning Board met on May 5, 2022, and unanimously recommended approval of the rezoning request (4-0).

ZONING DISTRICT COMPATIBILITY The requested rezoning to Rural Agricultural (RA) is consistent with the existing uses located

near the property, including single-family residences, undeveloped property, mini-warehousing, and a solar farm. The surrounding area is zoned Residential & Agricultural-40 (RA-40), Planned Unit Development - Hamlet (PUD-H), Residential & Agricultural – 2 (RA-2), Residential & Agricultural (RA - Foxfire), and Highway Commercial (B-2).

VI.C.

NC 211 HWY – General Use Rezoning – Staff Report

CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN

The future land use map identifies the property as the Low Density Residential Classification.

The requested rezoning to Rural Agricultural (RA) is compatible with the Low Density Residential Land Use Classification as the RA district will permit the desired uses to support the surrounding areas.

The Land Use Plan states the Low Density Residential Classification's primary use of the land includes a density of 1 (one) residential lot for every five acres of land, single family detached. This may also include certain agricultural uses consistent with the existing RA (rural agricultural) zoning district, as well as certain non-residential neighborhood supportive uses, such as schools, daycares, churches and others. Where these areas on the Future Land Use Map

intersect, or contain, significant cultural and natural features these aspects of the landscape should be considered as primary open space and conserved. These primary open spaces should be designed into the development plan to enhance the value and quality of life for the community. The Moore County Unified Development Ordinance states the Rural Agricultural (RA) district is

intended to encourage the continuance of agricultural uses as well as to ensure that residential development of appropriate intensities that are consistent with the suitability of land, availability of public services, and that are compatible with surrounding development, will occur at appropriate densities to provide a healthful environment. The RA District is also intended to accommodate rural commercial activities where the use of site-specific development plans,

individualized development conditions, vegetative buffers, larger lots, and the compatibility of adjacent land uses are considered to provide suitable locations for rural commerce and other rural activities. The rezoning request aligns with the following recommendations as included in the attached Land Use Plan Consistency Statement, including Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural, and cultural features; and Action 4.1.2: Utilize various forms of media to help communicate and encourage participation in planning efforts.

NC 211 HWY – General Use Rezoning – Staff Report

MOORE COUNTY FUTURE LAND USE MAP

RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make two separate motions: Motion #1: Make a motion to adopt the attached Approval or Denial Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-604.

Motion #2: Make a motion to Approve or Deny the General Use Rezoning from Highway Commercial (B-2) to Rural Agricultural (RA) of one parcel of approximately 5.74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County Tax Records.

NC 211 HWY – General Use Rezoning – Staff Report

ATTACHMENTS

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Zoning Map
- Municipal Zoning Map
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- Submitted Rezoning Application
- UDO – Chapter 6. Table of Uses
- Deed Book 5706 Page 540

NC 211 HWY – General Use Rezoning – Staff Report

View of subject property- 6265 NC 211 Highway

Adjacent property – 6359 NC 211 Highway

NC 211 HWY – General Use Rezoning – Staff Report

Adjacent property – Undeveloped

Adjacent property (across NC 211 HWY) - Undeveloped

NC 211 HWY – General Use Rezoning – Staff Report
Adjacent property (Across NC 211 HWY) - Undeveloped

NC 73

NC

2

1

1NC 73Vicinity Map

Foxfire ETJ Taylortown

Foxfire PinehurstPinehurst ETJ

Urban Transition HCOD

(400' from ROW line

on each side)

NC 211

HOFFMANSPEIGHT

CROSSOVER

NC 211

Land Use Map

Shaded area requested to be rezoned to RA

Single Family

Mini-Storage

Undeveloped

Single Family

Solar Farm

NC 211

Zoning Map

Foxfire

PUD-H

RA-2

RA-40

B-2

RA

RA-5

Shaded area requested to be rezoned to RA

NC 211

Municipal Zoning Map

Foxfire: RA

Shaded area requested to be rezoned to RA

Moore County Board of Commissioners
Land Use Plan Consistency Statement
General Use Rezoning Request
Highway Commercial (B-2) to Rural Agricultural (RA)

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural, and cultural features.

Goal 4: Provide Information and Seek Citizen Participation

- Action 4.1.2: Utilize various forms of media to help communicate and encourage participation in planning efforts.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to existing residential land uses and surrounded by large tracts of undeveloped land owned a conservancy organization.

Therefore, the Moore County Planning Board recommends APPROVAL of the General Use Rezoning from Highway Commercial (B-2) to Rural Agricultural (RA) of one parcel of approximately 5.74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County Tax Records.

Frank Quis, Chair Date

Moore County Board of Commissioners

Moore County Board of Commissioners
Land Use Plan Consistency Statement
General Use Rezoning Request
Highway Commercial (B-2) to Rural Agricultural (RA)

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural, and cultural features.

Goal 4: Provide Information and Seek Citizen Participation

- Action 4.1.2: Utilize various forms of media to help communicate and encourage participation in planning efforts.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Planning Board recommends DENIAL of the General Use Rezoning from Highway Commercial (B-2) to Rural Agricultural (RA) of one parcel of approximately 5.74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County Tax Records.

Frank Quis, Chair Date
Moore County Board of Commissioners

CHAPTER 6

TABLE OF USES

6.1 Use Table

A. Permitted Uses. P = Permitted uses are a use-by-right approved by the Administrator.

B. Conditional Uses. C = Conditional Use Permit approval required. (Refer to Chapter 12.)

C. Conditional Zoning. Z = Conditional Rezoning within a parallel conditional zoning district required. (Refer to Chapter 11.)

D. Building Code Classification.

The "Bldg. Code Group" column is intended for reference purposes only and is subject to change without notice. Classifications should be verified by the Building Inspector and should follow the regulations of the applicable "Use & Occupancy Classification" per the 2012 NC Building Code. Change of uses will require sealed plans to be approved by the Building Inspector.

A = Assembly M = Mercantile

B = Business R = Residential

E = Education S = Storage

F = Factory Industrial U = Utility & Miscellaneous

H = Hazardous Mix = Mixed Uses (Separation standards may apply) I = Institutional

E. Prohibited Uses. Blank = Districts in which particular uses are prohibited, unless the Administrator determines that the use is similar to an allowed individual use by applying the following criteria:

1. The actual or projected characteristics of the activity.
2. The relative amount of site area or floor space and equipment utilized.
3. Relative amounts of sales from the activity and customer type for the activity.
4. The relative number of employees and hours of operation.
5. Building and site arrangement and likely impact on surrounding properties.
6. Types of vehicles used, parking requirements, and vehicle trips generated.

When uncertainty exists, the Administrator, after consultation with the County Attorney, shall be authorized to make the interpretation.

ACCESSORY USES &

ACCESSORY BUILDINGS RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

Accessory Uses & Buildings P P P P P P P P P P P P 8.1 R, S, U

AGRICULTURAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

Agricultural Uses and Buildings (Not a Bona Fide

Farm) P P P P P P P P P P P P 8.2 U

Bona Fide Farm "Bona Fide Farm" exemption status is obtained
through the Moore County Planning Department. 8.3 S, U

RESIDENTIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

SINGLE FAMILY HOUSEHOLD

Accessory Dwelling Located within Stick Built

Dwelling P P P P P P P 8.4 R

Accessory Dwelling Located within Non-

Residential Building P P P 8.5 Mix

Accessory Manufactured Home P P P P P P P 8.6 R

Accessory Stick Built Dwellings P P P P P P P 8.7 R

Dwellings, Single Family P P P P P P P P 8.8 R-3

Dwellings, Duplexes P P P P 8.9 R-3

Family Care Home (6 or less) P P P P P P P P 8.10 I, R

Home Occupation, Level 1 P P P P P P P P 8.11 R

Home Occupation, Level 2 Z Z Z Z 8.12 R

Manufactured Home P P P P P P P 8.13 R-3

Manufactured Home Park Z 8.14 Mix

Personal Workshop / Storage Building P P P P P P P 8.15 R, S

Planned Unit Development – Mixed Use Conditional Rezoning to PUD-CZ is required. 8.16 Mix

MULTIFAMILY RESIDENTIAL

Group Care Facility Z C P 8.17 I, R

Multifamily Dwellings (3 or more units per lot) Conditional Rezoning to MF-CZ is required. 8.18 R-2

Nursing Home C C C C C P P 8.19 B, I

COMMERCIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

ANIMAL SERVICES

Animal Shelter Z P 8.20 B

Animal Training Facility, Military Z P 8.21 B

Kennels, Overnight Z Z Z P 8.22 B

Pet Day Care, Grooming, Obedience Training Z P P P 8.23 B

Veterinary Clinic P Z P P P 8.24 B

OFFICES & GENERAL SERVICES

Automatic Teller Machine (ATM) P P P P 8.25 U

Beauty / Barber Shop / Nail Salon P P P P 8.26 B

Bed and Breakfast Z Z Z Z Z Z 8.27

Dry Cleaning and Laundromat P P P P P 8.28 B

Equestrian Cottage Z 8.29

Hotel and Motel P 8.30 R-1

Office P P P P 8.31 B

Small Appliance Repair Shop P P P P 8.32 B

Trade Contractor Office and Workshop P Z P P 8.33 B, S

COMMERCIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

RETAIL SERVICES

Auction House P P P 8.34 A-3, B

Convenience Store P C P P P P 8.35 M

Feed and Seed Sales C C P P P 8.36 B, M

Florist P P P P P 8.37 B

Flea Market Z Z P 8.38 B, M

Garden Center P P P 8.39 M, U

Manufactured or Modular Home Sales P P 8.40 B

Restaurant P P P P P 8.41 A-2

Retail P P P 8.42 M

Shopping Centers Z C 8.43 M

Wholesales C P P 8.44 M

COMMERCIAL USES

(CONTINUED) RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

VEHICLE SERVICES

Boat & RV Storage P Z Z 8.45 S-1

Car Wash or Auto Detailing P P P P 8.46 B

Commercial Truck Wash C P P 8.47 B

Parking Lot as principal use of lot P P P P 8.48 S-2

Taxi Service Z P P 8.49 B, A-3

Vehicle, Auto Parts, Tires, Farm Equipment, Boat,

RV - Sales, Rental, or Service P P P P 8.50 B, S-1

Vehicle Service Stations (Gas Stations) Z P P P 8.51 M

Vehicle Wrecker Service Z Z P 8.52 S-1

ADULT USES

Adult Gaming Establishments C 8.53 B

Bars / Tavern C P 8.54 A-2

Brewery / Winery C P P P 8.55 A-2, F

Dance Club, Night Club, Billiard Z P 8.56 A-2, A-3

Distillery P 8.57 F-1

Massage & Bodywork Therapy Practice P P P P 8.58 B

Pawn Shop Z P P 8.59 B

Sexually Oriented Business Z 8.60 A-2, M

Tattoo Parlor, Body Piercing P 8.61 B

EDUCATIONAL &

INSTITUTIONAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

Cemetery or Mausoleum, Commercial C C C C P 8.62 n/a

Cemetery, Family P P P P P P P P 8.63 n/a

Child Care Facility C C C P C C C C C P P 8.64 E, I

Child Care Home Facility C P P P C C P 8.65 E, R

Colleges, Business & Trade Schools C P P 8.66 B

Funeral Home, accessory crematorium P P P P 8.67 A-3, B

Government Facility P P P P P P P P P P P P 8.68 B

Hospital P P P P C C P P P P P P P 8.69 I

Museums and Art Galleries	C	P P P	8.70 A-3
Religious Institutions	P P P P P	P P P P P P P	8.71 A-3, E
Security Training Facility	C		8.72 B
Schools, Elementary, Middle, High		P P	8.73 E

RECREATIONAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific Use

INDUSTRIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific Use

Solar Collectors, On-Site Use P P P P P P P P P P P P P P 8.100 U

Wireless Communication Facility Z Z Z 8.101 U

Collocation on Existing WCF P P P P P P P P P P P 8.102 U

20

INDUSTRIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific

Use

Standards

Bldg.

Code

Group

WAREHOUSING

Mini-Warehouse (Self-Service) P Z Z Z Z 8.103 S

Warehousing and/or Distribution Center Z C P 8.104 S-1, S-2

WASTE RELATED SERVICES

Debris Management Facility Z Z P 8.105 U

Hazardous Waste /Toxic Chemicals Disposal or

Processing C 8.106 U

Landfill C 8.107 U

Mining / Quarry Operation Z C 8.108 U

Salvage Yard C 8.109 U

TEMPORARY USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific

Use

Standards

Bldg.

Code

Group

Construction Office, Temporary P P P P P P P P P P P P P P 8.110 S-1

Drop-In Child Care Facility P P P 8.111

Itinerant Merchant P P P P 8.112 n/a

Land Clearing P P P P P P P P P P P P P P 8.113 F-1

Manufactured Home or RV, Temporary P P P P P P P 8.114 R-3

Real Estates Office, Temporary P P P P P P P P P P P P P P 8.115 S-1

Temporary Events (Special Event) P P P P P P P P P P P P P P 8.116 n/a

Yard Sales, Residential and Civic P P P P P P P P P P 8.117 n/a

OTHER USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific

Use

Standards

Bldg.

Code

Group

Major Subdivision – Residential (1) C C C 18.6-18.11 Mix

Major Subdivision – Non-Residential

(Business Park) C C 18.6-18.11 Mix

NC 73 Highway – General Use Rezoning – Staff Report

Agenda Item: ____ Meeting Date: May 16, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger Planning and Inspections Director

DATE: April 13, 2022

SUBJECT: General Use Rezoning Request: Residential and Agricultural (RA-40) to Highway Commercial (B-2) – NC 73 Highway

PRESENTER: Debra Ensminger

REQUEST

Southern Golf & Land, LLC is requesting a General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property.

BACKGROUND

The subject property currently has a single-family residence located on it. The property is located within the Urban Transition portion of the Highway Corridor Overlay District. Adjacent properties include single family dwellings, manufactured homes, a church and commercial businesses.

The parcel is within a half-mile of a Voluntary Agricultural District. The parcel is within the Little River (CPF) WS-IIIP watershed (24% limited built upon area; up to 70% with SNIA) and the High-Quality Water area. This area is part of NCDOT STIP Project R-5726 and will be part of future right-of-way acquisition, with construction scheduled to start in 2025 (see attached map).

ZONING DISTRICT COMPATIBILITY The requested rezoning to Highway Commercial (B-2) is consistent with the existing uses located near the property, including commercial and industrial uses. The surrounding area is zoned Residential & Agricultural-20 (RA-20), Residential & Agricultural-40 (RA-40), Highway Commercial (B-2) and Industrial (I).

CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN The future land use map identifies the property as the Commercial/Office/Retail/Institutional Classification. The requested rezoning to Highway Commercial (B-2) is compatible with the VI.D.

NC 73 Highway – General Use Rezoning – Staff Report

Commercial/Office/Retail/Institutional Land Use Classification as the B-2 district will permit the desired uses to support the surrounding areas.

The Land Use Plan states the Commercial/Office/Retail/Institutional Classification's primary use of the land includes shopping/retail uses, dining, entertainment, services, general office space, medical offices, banks, schools, daycares, places of worship, libraries, etc.

The Moore County Unified Development Ordinance states the Highway Commercial (B-2) district provides for the development of commercial and service centers that serve community, countrywide, or regional commercial needs, are accessible by residents from surrounding neighborhoods, and are of such nature so as to minimize conflicts with surrounding residential areas.

The rezoning request aligns with the following recommendation as included in the attached Land Use Plan Consistency Statement, including Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure; and Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power. MOORE COUNTY FUTURE LAND USE MAP

NC 73 Highway – General Use Rezoning – Staff Report

ACTION BY THE PLANNING BOARD The Planning Board met on April 7, 2022, and recommended denial of the rezoning request (5-

1). RECOMMENDATION Staff recommends the Moore County Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached Approval or Denial Board of Commissioners

Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-605. Motion #2: Make a motion to Approve or Deny the General Use Rezoning from Residential and

Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49

acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records. ATTACHMENTS

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Rezoning Map
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- Submitted Rezoning Application
- UDO – Chapter 6. Table of Uses
- Deed Book 5604 Page 221
- R-5726 Map

NC 73 Highway – General Use Rezoning – Staff Report

View of subject property- 4020 NC 73 Highway

View of remaining parent tract

NC 73 Highway – General Use Rezoning – Staff Report

Adjacent property – 4015 NC 73 HWY

Adjacent property – 5307 NC 211 HWY

NC 73 Highway – General Use Rezoning – Staff Report

Adjacent property – 3985 NC 73 HWY

Adjacent property – 158 Von Cannon Dr.

NC 73 Highway – General Use Rezoning – Staff Report

Adjacent property – 154 Von Cannon Rd

Adjacent property – 134 Von Cannon Rd.

NC 73NC 211NC 73Vicinity Map
Urban Transition HCOD
(400' from ROW line
on each side)

NC 73

NC 211Land Use Map

Land Use Map

Shaded area requested

to be rezoned to B-2

Vacant Commercial

Church

Single Family

Single Family

Commercial

Single Family

NC

211

NC 73

Zoning Map

RA-20

B-2

RA-5

I

RA-40

RA-20

Shaded area requested

to be rezoned to B-2

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Residential & Agricultural-40 (RA-40) to Highway Commercial (B-2)

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure; and

Goal 3: Maximize accessibility among living, working, and shopping areas

- Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to existing roads and the underlying zoning district will remain in harmony with surrounding zoning.

Therefore, the Moore County Board of Commissioners APPROVES the General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

Frank Quis, Chair Date

Moore County Board of Commissioners

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Residential & Agricultural-40 (RA-40) to Highway Commercial (B-2)

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- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure; and

Goal 3: Maximize accessibility among living, working, and shopping areas

- Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners DENIES the General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

Frank Quis, Chair Date

Moore County Board of Commissioners

CHAPTER 6

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2. The relative amount of site area or floor space and equipment utilized.
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5. Building and site arrangement and likely impact on surrounding properties.
6. Types of vehicles used, parking requirements, and vehicle trips generated.

When uncertainty exists, the Administrator, after consultation with the County Attorney, shall be authorized to make the interpretation.

ACCESSORY USES &

ACCESSORY BUILDINGS RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

Accessory Uses & Buildings P P P P P P P P P P P P 8.1 R, S, U

AGRICULTURAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

Agricultural Uses and Buildings (Not a Bona Fide

Farm) P P P P P P P P P P P P 8.2 U

Bona Fide Farm "Bona Fide Farm" exemption status is obtained
through the Moore County Planning Department. 8.3 S, U

RESIDENTIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

SINGLE FAMILY HOUSEHOLD

Accessory Dwelling Located within Stick Built

Dwelling P P P P P P P 8.4 R

Accessory Dwelling Located within Non-

Residential Building P P P 8.5 Mix

Accessory Manufactured Home P P P P P P P 8.6 R

Accessory Stick Built Dwellings P P P P P P P 8.7 R

Dwellings, Single Family P P P P P P P P 8.8 R-3

Dwellings, Duplexes P P P P 8.9 R-3

Family Care Home (6 or less) P P P P P P P P 8.10 I, R

Home Occupation, Level 1 P P P P P P P P 8.11 R

Home Occupation, Level 2 Z Z Z Z 8.12 R

Manufactured Home P P P P P P P 8.13 R-3

Manufactured Home Park Z 8.14 Mix

Personal Workshop / Storage Building P P P P P P P 8.15 R, S

Planned Unit Development – Mixed Use Conditional Rezoning to PUD-CZ is required. 8.16 Mix

MULTIFAMILY RESIDENTIAL

Group Care Facility Z C P 8.17 I, R

Multifamily Dwellings (3 or more units per lot) Conditional Rezoning to MF-CZ is required. 8.18 R-2

Nursing Home C C C C C P P 8.19 B, I

COMMERCIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

ANIMAL SERVICES

Animal Shelter Z P 8.20 B

Animal Training Facility, Military Z P 8.21 B

Kennels, Overnight Z Z Z P 8.22 B

Pet Day Care, Grooming, Obedience Training Z P P P 8.23 B

Veterinary Clinic P Z P P P 8.24 B

OFFICES & GENERAL SERVICES

Automatic Teller Machine (ATM) P P P P 8.25 U

Beauty / Barber Shop / Nail Salon P P P P 8.26 B

Bed and Breakfast Z Z Z Z Z Z 8.27

Dry Cleaning and Laundromat P P P P P 8.28 B

Equestrian Cottage Z 8.29

Hotel and Motel P 8.30 R-1

Office P P P P 8.31 B

Small Appliance Repair Shop P P P P 8.32 B

Trade Contractor Office and Workshop P Z P P 8.33 B, S

COMMERCIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

RETAIL SERVICES

Auction House P P P 8.34 A-3, B

Convenience Store P C P P P P 8.35 M

Feed and Seed Sales C C P P P 8.36 B, M

Florist P P P P P 8.37 B

Flea Market Z Z P 8.38 B, M

Garden Center P P P 8.39 M, U

Manufactured or Modular Home Sales P P 8.40 B

Restaurant P P P P P 8.41 A-2

Retail P P P 8.42 M

Shopping Centers Z C 8.43 M

Wholesales C P P 8.44 M

COMMERCIAL USES

(CONTINUED) RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

VEHICLE SERVICES

Boat & RV Storage P Z Z 8.45 S-1

Car Wash or Auto Detailing P P P P 8.46 B

Commercial Truck Wash C P P 8.47 B

Parking Lot as principal use of lot P P P P 8.48 S-2

Taxi Service Z P P 8.49 B, A-3

Vehicle, Auto Parts, Tires, Farm Equipment, Boat,

RV - Sales, Rental, or Service P P P P 8.50 B, S-1

Vehicle Service Stations (Gas Stations) Z P P P 8.51 M

Vehicle Wrecker Service Z Z P 8.52 S-1

ADULT USES

Adult Gaming Establishments C 8.53 B

Bars / Tavern C P 8.54 A-2

Brewery / Winery C P P P 8.55 A-2, F

Dance Club, Night Club, Billiard Z P 8.56 A-2, A-3

Distillery P 8.57 F-1

Massage & Bodywork Therapy Practice P P P P 8.58 B

Pawn Shop Z P P 8.59 B

Sexually Oriented Business Z 8.60 A-2, M

Tattoo Parlor, Body Piercing P 8.61 B

EDUCATIONAL &

INSTITUTIONAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use

Standards

Bldg.

Code

Group

Cemetery or Mausoleum, Commercial C C C C P 8.62 n/a

Cemetery, Family P P P P P P P P 8.63 n/a

Child Care Facility C C C P C C C C C P P 8.64 E, I

Child Care Home Facility C P P P C C P 8.65 E, R

Colleges, Business & Trade Schools C P P 8.66 B

Funeral Home, accessory crematorium P P P P 8.67 A-3, B

Government Facility P P P P P P P P P P P P 8.68 B

Hospital P P P P C C P P P P P P P 8.69 I

Museums and Art Galleries	C	P P P	8.70 A-3
Religious Institutions	P P P P P	P P P P P P P	8.71 A-3, E
Security Training Facility	C		8.72 B
Schools, Elementary, Middle, High		P P	8.73 E

RECREATIONAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific Use

Solar Collectors, On-Site Use P P P P P P P P P P P P P P 8.100 U

Wireless Communication Facility Z Z Z 8.101 U

Collocation on Existing WCF P P P P P P P P P P P P 8.102 U

20

INDUSTRIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific

Use

Standards

Bldg.

Code

Group

WAREHOUSING

Mini-Warehouse (Self-Service) P Z Z Z Z 8.103 S

Warehousing and/or Distribution Center Z C P 8.104 S-1, S-2

WASTE RELATED SERVICES

Debris Management Facility Z Z P 8.105 U

Hazardous Waste /Toxic Chemicals Disposal or

Processing C 8.106 U

Landfill C 8.107 U

Mining / Quarry Operation Z C 8.108 U

Salvage Yard C 8.109 U

TEMPORARY USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific

Use

Standards

Bldg.

Code

Group

Construction Office, Temporary P P P P P P P P P P P P P P P 8.110 S-1

Drop-In Child Care Facility P P P 8.111

Itinerant Merchant P P P P 8.112 n/a

Land Clearing P P P P P P P P P P P P P P P 8.113 F-1

Manufactured Home or RV, Temporary P P P P P P P 8.114 R-3

Real Estates Office, Temporary P P P P P P P P P P P P P P P 8.115 S-1

Temporary Events (Special Event) P P P P P P P P P P P P P P P 8.116 n/a

Yard Sales, Residential and Civic P P P P P P P P P P P P P P P 8.117 n/a

OTHER USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific

Use

Standards

Bldg.

Code

Group

Major Subdivision – Residential (1) C C C 18.6-18.11 Mix

Major Subdivision – Non-Residential

(Business Park) C C 18.6-18.11 Mix

Agenda Item: Meeting Date: 6/21/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: June 9, 2022

SUBJECT: The Carolina (aka Caropines) Water System Ownership Transition

PRESENTER: Randy Gould, PE

REQUEST: Accept the request from the Town of Southern Pines staff to transfer the ownership of The Carolina (aka Caropines) water system to the Town of Southern Pines.

BACKGROUND:

- Currently a portion of The Carolina (aka Caropines) water system is owned and operated by MooreCounty; the other portions by Southern Pines. The MCPU system is a stand-alone system with system ID03-63-152 requiring individual reporting to the NCDEQ.
- The entire development is within the Southern Pines town limits.
- All the water to the development is provided by Southern Pines, i.e., MCPU purchases water from Southern Pines to serve its customers; there are some parallel lines
- A Developer wishes to expand the development near the portion of the system served by MCPU; Southern Pines wishes to serve the new development; it would require expensive paralleling of lines by theDeveloper to get service from Southern Pines

IMPLEMENTATION PLAN: Accept the request from the Town of Southern Pines to transition the ownership of The Carolina water system to Southern Pines and enter into an agreement with Southern Pines. The Southern Pines Board will subsequently sign the agreement to finalize transfer of ownership.

FINANCIAL IMPACT STATEMENT:

- Revenues: there are currently about 32 MCPU customers in The Carolina. Annual revenues generated were \$21,284 from 09/2019 to 08/2020.
- Expenses: Operating expenses include Water Quality testing and reporting. The expenses are estimated at about \$12,500 per year: \$3,000 for testing and \$9,500 for bulk water. We also read the meters and bill the customers so there is some expense there, but there is no significant additional cost for those services. Work orders and service orders are added costs but have not been significant to date.

RECOMMENDATION SUMMARY: Accept the request from the Town of Southern Pines staff to transition the ownership of The Carolina (aka Caropines) water system to Southern Pines and authorize the Chairman to sign the agreement with Southern Pines.

SUPPORTING ATTACHMENTS: Moore County Resolution Agreement Town of Southern Pines Resolution

I:PublicWorks/Water Quality/The Carolina/Agenda Memo 062122

VIII.A.

RESOLUTION AUTHORIZING TRANSFER OF "THE CAROLINA" WATER SUPPLY AND DISTRIBUTION SYSTEM

BOARD OF COMMISSIONERS MOORE COUNTY, NORTH CAROLINA WHEREAS, the County of Moore owns and operates a water supply and distribution system serving customers within "The Carolina" subdivision, also known as "Caropines" subdivision, as described in that certain Non-Exclusive Easement For Water System, recorded in Book 1406, page 92, Moore County Registry; and WHEREAS, the Town of Southern Pines, North Carolina, owns a water supply and distribution system adjacent to the County system, which also serves customers within "The Carolina" subdivision; and WHEREAS, the County purchases water from the Town of Southern Pines to provide to customers within "The Carolina" subdivision; and

WHEREAS, the County and Town recognize that their interests, as well as the interest of residents and owners of property within "The Carolina" would be better served by a single entity managing, operating and maintaining the water supply and distribution system within "The Carolina" subdivision; and WHEREAS, the County and Town agree that the Town of Southern Pines can efficiently provide the water supply and distribution to "The Carolina" as part of its existing water supply and distribution system; and WHEREAS, the County incurs expenses for the operation, quality control testing, and maintenance of its system for customers in "The Carolina" subdivision which greatly reduces customer revenues; and WHEREAS, on May 10, 2022, the Town of Southern Pines adopted a resolution approving the transfer of the water supply and distribution system from the County; and WHEREAS, the County has given the required public notice, and the Board is convened in a regular meeting.

NOW, THEREFORE, the Board of Commissioners of the County of Moore doth resolve as follows:

1. That the transfer of the water supply and distribution system described above from the County to the Town of Southern Pines is authorized.
2. That the County Attorney and the County Manager are authorized to execute the appropriate instruments necessary to carry out the transfer. Adopted this the _____ day of June, 2022. _____

Frank Quis, Chairman Board of Commissioners

ATTEST:

(SEAL) _____ Laura Williams, Clerk

STATE OF NORTH CAROLINA
MOORE COUNTY CONTRACT

THIS CONTRACT for the transfer of the water supply system is entered into as of the ____ day of _____, 2022, between the TOWN OF Southern Pines (hereinafter referred to as "Town"), and the COUNTY OF MOORE, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County is a body politic duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Town is a municipal corporation duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Town, among its other functions, operates a water supply and distribution system serving water users within its boundaries; and

WHEREAS, the County owns and operates a water supply and distribution system in Caropines subdivision, formerly known as "The Carolina", as described in that certain Non-Exclusive Easement For Water System, recorded in book 1406, page 92, Moore County Registry; and

WHEREAS, the Town currently owns and operates a water supply and distribution system serving water users adjacent to the County's water supply and distribution system in Caropines subdivision; and

WHEREAS, the Town currently supplies all the water to Caropines, including the sale of water to the County; and

WHEREAS, County and Town recognize that their interests as well as the interests of residents and owners of property within Caropines will be better served by a single entity managing, operating and maintaining the water supply service within Caropines Subdivision; and

WHEREAS, County and Town have agreed that Town can efficiently provide water supply and distribution to Caropines Subdivision; and

WHEREAS, the County and the Town have agreed upon certain terms regarding the transfer of County's Caropines water supply distribution system to Town, including but not limited to infrastructure; contract and easement rights; associated water customer accounts; and revenues therefrom, and now desire to set forth the terms of their agreement; and

WHEREAS, by a Resolution originally adopted by the Moore County Board of Commissioners at its meeting on _____, the sale of said water supply distribution system to the Town as provided herein was approved, and the execution of this Contract by the County was duly authorized; and

WHEREAS, by Resolution adopted by the Board of Commissioners of the Town of Southern Pines at its meeting on _____, the purchase of said water supply distribution system from the County as provided herein in the amended agreement was approved, and the execution of this contract by Town was duly authorized;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties Agree as follows:

1. County shall transfer all rights and interests in the infrastructure for said water supply distribution system serving customers in Caropines Subdivision, Southern Pines, North Carolina, and shall execute any and all necessary documents for transfer.

2. Upon transfer of the water supply distribution system, the Town shall assume all responsibility for managing, operating and maintaining said system, and shall be entitled to all revenues from date of transfer.

3. Upon transfer, County shall have no continuing obligation to manage, operate and maintain said water distribution system.
4. Upon transfer, Town shall be entitled to revenues for all water services provided to customers from date of transfer and shall be liable for all expenses thereof; County shall be entitled to any accrued revenues for all water services provided to customers prior to the date of transfer and shall be liable for all expenses accrued therefor prior to transfer to the Town.
5. Transfer shall constitute acceptance of the infrastructure and County shall have no continuing obligation for repair, replacement and/or maintenance thereof.

WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in duplicate counterparts, each of which shall constitute and original.

Executed by the Town of Southern Pines this ____ day of _____, 2022.

ATTEST: TOWN OF SOUTHERN PINES

BY: _____ BY: _____
_____, Town Clerk

Certificate of Town Finance Officer

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

Town of Southern Pines Finance Officer

Executed by Moore County, State of North Carolina this ____ day of _____, 2022.

ATTEST: Moore County Board of Commissioners

BY: _____ BY: _____
Laura M. Williams, Clerk to Moore County Frank Quis, Chairman
Board of Commissioners

Certificate of Moore County Finance Officer

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

Moore County, Finance Officer

Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE Public Works Director

DATE: June 13, 2022

SUBJECT: Badger Meter Purchase- Meter Replacement

REQUEST:

Authorize the Chairman to execute the Sole Source Justification Form and the Purchase Contract with Badger Meter, Inc. in the amount of \$242,780 for water meters and accessories to be purchased.

BACKGROUND:

Moore County has standardized on Badger Meters for our water meters. The County owns the software and meter reading equipment to read the meters remotely by drive-by. The meter software is also integrated to our billing software.

Moore County Public Utilities water systems contains numerous water meters (particularly in Seven Lakes) which are no longer transmitting the meter readings and are over 40 years old. These require manual reading and produce inaccurate readings due to their age. This order will replace meters of various sizes.

The Badger meters are a sole source purchase.

IMPLEMENTATION PLAN: Authorize the Chairman to execute the sole source purchase and the agreement with Badger Meter, Inc.

FINANCIAL IMPACT STATEMENT: This order will utilize monies budgeted in FY 21-22.

RECOMMENDATION SUMMARY: Motion to approve the sole source justification form to Badger Meter, Inc and authorize the

Chairman to sign.

Motion to approve the purchase contract with Badger Meter, Inc in the amount not to exceed \$242,780 and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS: Sole Source form Purchase Contract with Badger Meter, Inc.

VIII.B.

Certificate Of Completion

Envelope Id: E843757590C14F79AF319C2C0F17F802 Status: Sent

Subject: Please DocuSign: Contract Revised 2 - PW - Badger Meter, Inc. 22-0269.pdf

Source Envelope:

Document Pages: 8 Signatures: 0 Envelope Originator:

Certificate Pages: 6 Initials: 0 Melinda Hill

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

mhill@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

6/9/2022 4:18:57 PM

Holder: Melinda Hill

mhill@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Randy Gould

rgould@moorecountync.gov

Security Level: Email, Account Authentication (None)

Completed

Signed by link sent to rgould@moorecountync.gov

Using IP Address: 184.2.42.2

Sent: 6/9/2022 4:22:21 PM

Viewed: 6/9/2022 4:25:29 PM

Signed: 6/9/2022 4:25:33 PM

Electronic Record and Signature Disclosure: Accepted: 2/16/2018 12:47:43 PM ID: c309a3f6-3097-4cf0-a15f-47e34520daff

Charla Dury

cdury@badgermeter.com

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:25:36 PM

Electronic Record and Signature Disclosure: Accepted: 6/6/2022 11:42:59 AM ID: b8167800-c9e5-4b1a-93cb-0b647cfbd82b

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 2/11/2020 11:10:53 AM ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host: Laura Williams clerktoboard@moorecountync.gov

In Person Signer: Francis R. Quis, Jr., Chairman

Security Level: In Person

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:22:20 PM

Electronic Record and Signature Disclosure: Accepted: 2/11/2020 11:10:53 AM ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:22:20 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:22:20 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:22:21 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Sue Runger

srunger@moorecountync.gov

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:22:21 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Coordinator

Moore County

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:22:21 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Ron Lilley

rlilley@badgermeter.com

Security Level: Email, Account Authentication (None)

Sent: 6/9/2022 4:25:36 PM

Carbon Copy Events Status Timestamp

Electronic Record and Signature Disclosure: Accepted: 5/25/2022 7:04:29 AM ID: fcf68c06-8ed3-49c2-831f-39299bfefb0b

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 6/9/2022 4:22:21 PM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo County of Moore - IT Department (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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 signing session and, if you elect to create a DocuSign signer account, you may access them 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM

Parties agreed to: Randy Gould, Charla Dury, Caroline Xiong, Caroline Xiong, Ron Lilley

electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

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: cbutts@moirecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

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

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

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 e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo County of Moore - IT Department

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Meeting Date: June 21, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE Public Works Director

DATE: June 13, 2022

SUBJECT: Badger Meter Purchase- Annual Contract

REQUEST:

Authorize the Chairman to execute the Sole Source Justification Form and the Purchase Contract with Badger Meter, Inc. in the amount of \$204,552.45 for water meters and accessories to be purchased.

BACKGROUND:

Moore County has standardized on Badger Meters for our water meters. The County owns the software and meter reading equipment to read the meters remotely by drive-by. The meter software is also integrated to our billing software.

Meters will be ordered throughout the year for new services in the sizes and quantities needed to keep up with the demands.

The Badger meters are a sole source purchase.

IMPLEMENTATION PLAN:

Authorize the Chairman to execute the sole source purchase and the agreement with Badger Meter, Inc.

FINANCIAL IMPACT STATEMENT: This is a budgeted capital item for FY 2023. The contract is unit price not to exceed \$204,552.45.

RECOMMENDATION SUMMARY: Motion to approve the sole source justification form to Badger Meter, Inc and authorize the Chairman to sign.

Motion to approve the purchase contract with Badger Meter, Inc in the amount not to exceed \$204,552.45 and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:

Sole Source form Purchase Contract with Badger Meter, Inc.

VIII.C.

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 9th day of June, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Badger Meter, Inc., a business corporation formed under the laws of the State of Wisconsin and registered to business in the State of North Carolina (the "Seller"). 1.

Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 through 2,

which is attached hereto and incorporated by reference as if fully set forth herein. Attachment 1 Scope of Services

Attachment 2 Badger Meter Quotation #3363011

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach. 2. Term of Contract

The term of this Contract is from July 1, 2022 through June 30, 2023.

3. Time of Delivery

When County places orders, the Seller will deliver the Goods covered by this Contract and as requested by the County as expeditiously as possible--time is of the essence. Delivery will be made to Moore County Public Works, which is located at 5227 Hwy 15/501, in Carthage, North Carolina. The parties

agree that time is of the essence. 4. Payment

The County will pay the Seller up to \$204,552.45, which includes delivery, for the actual quantities of materials purchased at the unit prices shown in Attachment 1. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

5. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

6. Risk of Loss

The risk of loss will pass to the County upon delivery of the Goods. 7. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it

by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

8. Warranties

The Seller represents and warrants that:

a. It is a business corporation, validly existing and in good standing under the laws of the Wisconsin and is qualified and registered in good standing to do business in North Carolina; b. It has the requisite power and authority to execute, deliver and perform its obligations under this

Contract; c. The Goods comply with all requirements set forth in this Contract, the Seller's Product Data Sheets and Seller's Warranties. 9. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under North Carolina and

federal law: a. Non-delivery, as required; b. Not providing adequate assurance of performance; or c. Breaches any term or condition of this Contract,

10. Assignment

This Contract is not assignable by either party, by operation of law or otherwise. 11. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

12. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

13. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

14. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PUBLIC WORKS

ATTN: RANDY GOULD, DIRECTOR P.O. BOX 905 CARTHAGE, NC 28327

SELLER: BADGER METER, INC. ATTN: LEGAL

2626 GLENWOOD AVENUE, SUITE 500 RALEIGH, NC 27608

15. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

16. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

17. Entire Agreement

This Contract and Attachments 1 through 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

18. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

SIGNATURES ARE ON THE FOLLOWING PAGE

FN 22-0270 Page 3 of 5

DocuSign Envelope ID: CE01BA0D-9A9D-4DE9-B009-1D2F9C2843B3

COUNTY OF MOORE BADGER METER, INC.

Francis R. Quis, Jr., Chairman Charla Dury

Board of Commissioners

ATTEST

Laura M. Williams Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

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FN 22-0270 Page 4 of 5

DocuSign Envelope ID: CE01BA0D-9A9D-4DE9-B009-1D2F9C2843B3

ATTACHMENT 1 Scope of Services Summary SPECIFICATIONS

Contractor will supply the County with residential and commercial Badger water meters of various sizes and quantities with unit pricing according to Quote 3363011. The quantities and specific item numbers on quote are only an estimate with total cost not to exceed \$ 204,552.45. The contract shall include Beacon Hosting Service and Orion Cellular Service fees.

Attachment 2 contains additional specifications, requirements, and details of the Purchase regarding this purchase.

Attachment 2

Domestic Quotation

Quotation No. 3363011

4545 W Brown Deer Road Milwaukee WI 53223

PO Box 245036 Milwaukee WI 53224-9536

Phone: 615-459-8288

To

MOORE COUNTY PUBLIC UTILITIES

PO BOX 1927

CARTHAGE

North Carolina 28327

Revised Date

Customer ID 00320832

Effective Dates 07-01-2022 - 06-30-2023

Salesperson Proposal Subject Shipping Terms/ INCO Terms Payment Terms

007299 RON LILLEY Contract Pricing - 07/01/2022 -

06/30/2023 Disc & E-Series w/

TTME

PREPAY/NO CHARGE

FCA FACTORY

NET 30 DAYS

Line# Description Qty Unit Net Price

USD

Line Totals

USD

1 BMI Part No.: 101-8874 400 235.00 94,000.00

Cat String: DS-BAB-PC1P-XXD3-Y2-E1DA-2B1X1-9AE-NY-AG-TF-AA-

BOA

Description:

Disc, M25 5/8"(3/4x7-1/2), CI Btm 430SS-1, PL, SN Yr 9D & PBB, HR-E
LCD, ORION ME, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 9D-0.01 Gal,
SN YR 9D in & out, Thru Ld Instl Kit, TT-5', Dom Grnd-Pa

2 BMI Part No.: 100-8365 Cat String: R4-BA1-E1DA-2B1-9AE-NX-AG-TF-AA-B0A

50 175.00 8,750.00

Description:

REG 4, M25, HR-E LCD, ORION ME, PL Lid/Shrd-GRY, Trx Scrw, 9D-0.01
Gal, SN YR 9D in, Thru Ld Instl Kit, TT-5', Grnd/Ocean-Pause, BMI STD,

3 BMI Part No.: 100-5872 50 85.00 4,250.00

Cat String: R4-BA1-E1CA-2B1-9AE-NX-XX-TF-XX-B0A

Description:

REG 4, M25, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw,
9D-0.01 Gal, SN YR 9D in, TT-5', BMI STD,

4 BMI Part No.: 103-2034 10 280.00 2,800.00

Cat String: DS-DBB-PC1P-XXD3-Y2-E 1DA-2B1X1-9AE-NN-AG-TF-AA-

BOA

Description:

Disc, M35 3/4"(9), CI Btm 430SS-1, PL, SN Yr 9D & PBB, HR-E LCD,
ORION ME, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 9D-0.01 Gal, SN
YR 9D in & out, Thru Ld Instl Kit, TT-5', Grnd/Ocean-Pause, B

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Badger Meter

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Domestic Quotation

Quotation No. 3363011

Line# Description Qty Unit Net Price

USD

Line Totals

USD

5 BMI Part No.: 100-9463 10 360.00 3,600.00

Cat String: DS-KCC-PC2P-XXD3-Y2-E1DA-2B1X1-9AE-NN-AG-TF-AA-BOA

Description:

Disc, 70 1"(10-3/4), CI Btm 430SS-all, PL, SN Yr 90 & PBB, HR-E LCD, ORION ME, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 90-0.01 Gal, SN YR 90 in & out, Thru Ld Inst! Kit, TT-5', Grnd/Ocean-Paus

6 BMI Part No.: 100-4957 10 684.00 6,840.00

Cat String: EU-EDA-PXXX-E5-DA-19BE-A5Y2-AGTF-AA-B0A

Description:

E-Series SS, 1-1/2" EL(13), Enc, ORION ME, 90-0.1 Gal, SN Yr 90 & PBB, Thru Ld Inst! Kit, TT-5', BMI STD,

7 BMI Part No.: 100-4308 10 810.00 8,100.00

Cat String: EU-EEA-PXXX-E5-DA-19BE-A6Y2-AGTH-AA-B0A

Description:

E-Series SS, 2" EL(17), Enc, ORION ME, 90-0.1 Gal, SN Yr 90 & PBB, Thru Ld Inst! Kit, TT-10', BMI STD,

8 BMI Part No.: 104-9117 1 2,535.00 2,535.00

Cat String: EB-EFC-PXXX-E5-DA-19BE-E3Y2-AGTJ-AA-B0A

Description:

E-Series Brz, 3" RND(12), TP Enc, ORION ME, 90-0.1 Gal, SN Yr 90 & PBB, Thru Ld Inst! Kit, TT-25', BMI STD,

9 BMI Part No.: 103-7837 5 2,385.00 11,925.00

Cat String: EB-EFD-PXXX-E5-DA-19BE-E3Y2-AGTJ-AA-B0A

Description:

E-Series Brz, 3" RND(17), TP Enc, ORION ME, 90-0.1 Gal, SN Yr 90 and PBB, Thru Ld Inst! Kit, TT-25', BMI STD,

10 BMI Part No.: 104-9118 5 3,060.00 15,300.00

Cat String: EB-EGC-PXXX-E5-DA-19BE-E4Y2-AGTJ-AA-B0A

Description:

E-Series Brz, 4" RND(14), TP Enc, ORION ME, 90-0.1 Gal, SN Yr 90 & PBB, Thru Ld Inst! Kit, TT-25', BMI STD,

11 BMI Part No.: 103-7615 5 2,889.00 14,445.00

Cat String: EB-EGD-PXXX-E5-DA-19BE-E4Y2-AGTJ-AA-B0A

Description:

E-Series Brz, 4" RND(20), TP Enc, ORION ME, 90-0.1 Gal, SN Yr 90 & PBB, Thru Ld Inst! Kit, TT-25', BMI STD,

12 BMI Part No.: 100-1597 50 110.50 5,525.00

Cat String: E4-4E-DA-AG-TAAA-B0A

Description:

EP Only, For Enc, ORION ME, Thru Ld Inst! Kit, TT-8in, BMI STD,

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Badger Meter

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Domestic Quotation

Quotation No. 3363011

Line# Description Qty Unit Net Price

USD

Line Totals

USD

13 BMI Part No.: 100-2810 50 146.25 7,312.50

Cat String: E4-4E-AB-AG-TAAA-B0A

Description:

EP Only, For Enc, ORION LTE-M, Thru Ld Inst! Kit, TT-Bin, Grnd/Ocean-Pause, BMI STD,

14

BMI Part No.: 101-3144 50 148.50 7,425.00

Cat String: E4-4E-AH-AG-TAAA-B0A

Description:

EP Only, For Enc, ORION LTE-MS, Thru Ld Inst! Kit, TT-Sin, Grnd/Ocean-Pause, BMI STD,

15

BMI Part No.: 68886-501 12 180.000 2,160.00

Description:

MOBILE READ MODULE SERVICE UNITS

16

BMI Part No.: 68886-502 36 35.000 1,260.00

Description:

USER LOGIN ANNUAL LICENSE SERVICE UNITS

17 BMI Part No.: 68886-301 208100 0.040 8,324.00

Description:

BEACON MBL HOSTING SERV UNIT

18

BMI Part No.: 68886-104 1 0.950 0.95

Description:

ORION CELLULAR LTE SERV UNIT

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The

standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats,

will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to

provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the

requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at 615-459-8288 or at utilitydist@badgermeter.com

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Badger Meter

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DocuSign Envelope ID: CE01BA0D-9A9D-4DE9-B009-1D2F9C2843B3

Badger Meter ORION® Water Products
with BEACON AMA®

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware, and software for a BEACON• AMA system, sold on or after November 4, 2020.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), Migratable (ME), and Classic (CE). Endpoint Assemblies are Water Endpoints factory-connected to Badger Meter HR-E• LCD, and HR-E encoders.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, Endpoint Assemblies, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints" 20 years and 6 months after shipment

ORION Endpoint Assemblies' 20 years and 6 months after shipment

ORION Cellular LTE-MP Endpoints 10 years and 6 months after shipment

Trimble• TI O Tablet' 3 years after shipment

Panasonic Toughbook• Laptop for

BEACON AMA Mobile Solution'

3 years after shipment

Trimble• Ranger 7 Handheld' 3 years after shipment

Trimble Yuma ?Tablet' 3 years after shipment

ORION ME, CE Modules' for

Trimble Yuma ?Tablet and

Trimble Ranger? Handheld

3 years after shipment

ORION Mobile Migratable (ME)

Transceiver Kit' or Classic (CE)

Receiver Kit'

3 years after shipment

Trimble• Ranger 3 Handheld' and
Charging Cradle

3 years after shipment

ORION Fixed Network (SE)

Gateway Transceiver

1 year after shipment

' Water Endpoints, Endpoint Assemblies and Endpoint batteries-collectively ORION Water Endpoint Products-are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

2 ORION Water Endpoints that are sold factory-connected to an E-Series• meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter warranty for meter, electronics and battery coverage.

'Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

ORI-WR-02406-EN-05 (November 2020)

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly

in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty

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Certificate Of Completion

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Certificate Pages: 6 Initials: 0 Melinda Hill

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Randy Gould

rgould@moorecountync.gov

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Completed

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Charla Dury

cdury@badgermeter.com

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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication (None)

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Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

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In Person Signing Host: Laura Williams clerktoboard@moorecountync.gov

In Person Signer: Frank R. Quis, Jr., Chairman

Security Level: In Person

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Caroline Xiong

cxiong@moorecountync.gov

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Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication (None)

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Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication (None)

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication (None)

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Ron Lilley

rlilley@badgermeter.com

Security Level: Email, Account Authentication (None)

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Sue Runger

srunger@moorecountync.gov

Security Level: Email, Account Authentication (None)

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Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Coordinator

Moore County

Security Level: Email, Account Authentication (None)

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Envelope Summary Events Status Timestamps

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Parties agreed to: Randy Gould, Charla Dury, Caroline Xiong, Caroline Xiong, Ron Lilley

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Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

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Agenda Item:

Meeting Date: 6/21/22

MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Tim Locklair , Interim Superintendent of Moore County Schools

DATE: June 13, 2022

SUBJECT: Requesting the North Carolina General Assembly to Revise G.S. 115C-301(c2)

Changing the State's Allotment of Enhancement Teachers from a K-5 allotment to a K-8 allotment

PRESENTER: Commissioner Nick Picerno and County Attorney Misty Leland

REQUEST:

The North Carolina General Assembly to revise G.S. 115C-301(c2), entitled Program Enhancement Teacher Allotment for Kindergarten through Fifth Grade, authorizing a Kindergarten through Eighth Grade allotment instead of Kindergarten through Fifth.

BACKGROUND:

Increasing the state's allotment of enhancement teachers (i.e., Health/PE, Art, Music, Band, Strings etc.) from a Kindergarten through Fifth Grade allotment to a Kindergarten through Eighth Grade allotment would allot Moore County Schools approximately 15-16 additional enhancement teacher positions. These additional enhancement teacher positions would reduce the burden on local cost for teaching positions and/or allow for those resources to be applied to reduce class sizes across the district.

FINANCIAL IMPACT STATEMENT: The State is required to provide funding for instructional expenses for public school operations pursuant to G.S. 115C-408.

RECOMMENDATION SUMMARY: The Moore County Board of County Commissioners requests the North Carolina General Assembly to revise G.S. 115C-301(c2), entitled Program Enhancement Teacher Allotment for Kindergarten through Fifth Grade, authorizing a Kindergarten through Eighth Grade allotment instead of Kindergarten through Fifth Grade.

VIII.D.

A Resolution from the Moore County Board of County Commissioners Requesting the North Carolina General Assembly to Revise G.S. 115C-301(c2) by Changing The State's Allotment of Enhancement Teachers From a K-5 allotment to a K-8 allotment

WHEREAS, increasing the state's allotment of enhancement teachers (i.e., Health/PE, Art, Music, Band, Strings etc.) from a Kindergarten through Fifth Grade allotment to a Kindergarten through Eighth Grade allotment would allot Moore County Schools approximately 15-16 additional enhancement teacher positions. These additional enhancement teacher positions would reduce the burden on local cost for teaching positions and/or allow for those resources to be applied to reduce class sizes across the district; and

WHEREAS, the State is required to provide funding for instructional expenses for public school operations pursuant to G.S. 115C-408.

NOW THEREFORE BE IT RESOLVED, the Moore County Board of County Commissioners requests the North Carolina General Assembly to revise G.S. 115C-301(c2), entitled Program Enhancement Teacher Allotment for Kindergarten through Fifth Grade, authorizing a Kindergarten through Eight Grade allotment instead of Kindergarten through Fifth Grade allotment.

This the 21st day of June 2022.

County of Moore

Frank R. Quis, Chair
Moore County Commissioners

Laura M. Williams, Clerk to the Board

Agenda Item: IX.A.

Meeting Date: 06/21/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 06/17/2022

SUBJECT: Appointments / Convention & Visitors Bureau (CVB) Board

REQUEST:

Appoint three members to the CVB Board.

BACKGROUND:

Current terms of service for CVB Board members Andy Hofmann (tourist accommodation representative), George Little (interested citizen representative), and Kelly Miller (tourist accommodation representative) expire June 30. Each is willing to continue service.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Andy Hofmann, George Little, and Kelly Miller to the CVB Board for three-year terms expiring June 30, 2025.