

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 1, 2021

REGULAR MEETING, 10:30 A.M.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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: May 18, 2021, Regular Meeting and Closed Session

B. Budget Amendments

C. Bad Debt Write-Off

D. Funding Requests from Sandhills Community College

E. Partners in Progress Funding Agreement for FY 22

F. MOU between MCTS and Aging

IV. RECOGNITIONS

A. Vulnerable Adults and Elder Abuse Awareness Month Proclamation (Lorena Edwards, DSS)

V. PRESENTATIONS

A. Finance – Recommendations for Procurement Revisions (Terra Vuncannon, Purchasing Coordinator)

B. Finance – Quarterly Fiscal Report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services (Caroline Xiong, Finance Director)

VI. OLD BUSINESS

VII. NEW BUSINESS

A. Public Works – Request for Approval of Lime-Chem Purchase Award (Randy Gould, Public Works Director)

B. Information Technology – Request for Approval of Contract for Hosted VOIP Services (Chris Butts, Information Technology Director)

C. Sheriff – Request for Approval of Contract for Inmate Medical Services (Captain Bill Flint)

D. Administration – Request for Approval to Accept the Coronavirus State & Local Fiscal Recovery Funds as Provided under the American Rescue Plan (Wayne Vest, County Manager)

VIII. PUBLIC HEARINGS

IX. APPOINTMENTS

A. Convention & Visitors Bureau Board

B. Human Resources Appeals Committee

C. Juvenile Crime Prevention Council

D. Local Emergency Planning Committee

E. Planning Board

F. Sandhills Community College Board of Trustees

G. Transportation Advisory Board

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if pursuant to N.C.G.S. 143-318.11(a)(3)

ADJOURNMENT

COMMISSIONERS UPCOMING MEETINGS / EVENTS:

- Parks & Recreation Advisory Board, Monday, June 7, 12:00pm (Ritter)
- Board of Health, Monday, June 7, 6:00pm (Gregory)
- Sandhills Center, Tuesday, June 8, 7:00pm (Graham)
- Airport Authority, Wednesday, June 9, 9:00am
- Pre-agenda Meeting, Wednesday, June 9, 9:30am (Graham / Quis)
- Board of Education, Monday, June 14, 6:30pm
- EMWD Special Meeting, Tuesday, June 15, 5:00pm
- Regular Meeting (including budget public hearing), Tuesday, June 15, 5:30pm
- EMWD Special Meeting, Thursday, June 17, 9:45am
- Special Meeting, Thursday, June 17, 10:00am
- DSS Board, Monday, June 21, 5:30pm (Graham)
- Triangle J Executive Board, Wednesday, June 23, 6:00pm (Quis)
- CVB Board, Thursday, June 24 (Quis)

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 TUESDAY, MAY 18, 2021
REGULAR MEETING, 5:30 P.M.

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, May 18, 2021, in the Commissioners’ Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.
Commissioners Present:
Chairman Frank Quis, Vice Chairman Louis Gregory, Catherine Graham, Otis Ritter Commissioners Absent: Jerry Daeke

***** Chairman Quis called the meeting to order. Rev. Addie McCrimmon of Kings Chapel Church offered the invocation and County Manager Wayne Vest led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD Mr. John Misiaszek offered comment.

ADDITIONAL 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 Ritter, seconded by Commissioner Graham, the Board voted 4-0 to approve the following consent agenda items: Minutes: May 4, 2021, Regular Meeting and Closed Session
Tax Releases/Refunds – April 2021 Budget Amendments Pinehurst # 7 Interceptor Replacement Project Ordinance – Revision 4 Juvenile Crime Prevention Council Funding Plan DSS/MCTS Memorandum of Understanding for Non-Emergency Medicaid Transportation
FY20 5311 CARES ACT Program Supplemental Agreement Detention Center Medical Plan Mobile Communications America Contract Amendment

Sole Source Purchase of Equipment for Detention Center Control Room

Sole Source Purchase of GPS Air Purification Needle Point Bipolar Ionization Materials

Amendment to Partners in Progress 6/5/2018 Contract (GAP Funding) The tax releases/refunds resolutions, budget amendments, project ordinance amendment, sole source for Detention Center equipment, and sole source for air purification materials are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, and E, respectively.

PRESENTATIONS Administration – FY 22 Recommended Budget

County Manager Wayne Vest presented the Fiscal Year 2022 recommended budget. Following the presentation, Commissioner Gregory inquired as to whether Mr. Vest could provide separately the increases proposed so they could understand what they were and how much. Mr. Vest said any additional detail the Board would like to see, he could provide. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to receive the FY 22 recommended budget. Mr. Vest's budget

presentation is hereby incorporated as a part of these minutes by attachment as Appendix F. NEW BUSINESS Information Technology – Request for Approval of Copier Management Program Agreement

Information Technology Director Chris Butts requested approval of a copier management program agreement. Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to approve and enter into a new five-year Copier Management Program Agreement with Systel Business Equipment with an amount not to exceed \$112,000 per year.

Administration – Request for Approval of Contract with J. Kester & Rose, LLC for Parking Additions Capital Projects Manager Rich Smith presented and requested the Board's approval of a contract for parking additions as a part of the court facility project. Commissioner Graham inquired regarding whether the old Carthage fire department area would be a secured parking area and Mr. Smith confirmed that it would be secured. Chairman Quis asked whether these additional parking areas would be used for construction materials and Mr. Smith said they would not be used for staging and would be done as quickly as possible in order to prevent interruption to parking availability. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to approve the contract with J Kester & Rose, LLC, located at 119 S.

Fuquay Avenue, Fuquay-Varina, NC and authorize the Chairman to sign all necessary documents. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to authorize the County Manager to sign all change orders for this project if necessary. Solid Waste – Request for Approval of Environmental Monitoring and General Consulting Services Contract

Amendment Solid Waste Director David Lambert requested approval of a contract amendment for environmental monitoring and general consulting services. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to approve contract amendment 2 specifying the consulting services required for FY

21/22 and increasing this year's annual contract amount by \$17,200 (totaling \$117,200) and authorize the Chairman to sign all necessary documents.

Finance – Request for Approval of Robert W. Baird & Co. and PNC Capital Markets, LLC Underwriting Documents

Finance Director Caroline Xiong requested approval of documents for underwriting services for the issuance of Limited Obligation Bonds, Series 2021. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 4-0 to approve the engagement letter with Robert W. Baird & Co. to serve as underwriter for the issuance of Limited Obligation Bonds, Series 2021 and authorize the Chairman to sign it. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to approve the acknowledgement letter from PNC Capital Markets LLC to serve as co-manager along with Robert W. Baird and authorize the County Manager to sign it.

Finance – Request for Approval of First Amendment to the 2018 Installment Financing Agreement with First Bank Finance Director Caroline Xiong presented a request for the Board to approve an amendment to the 2018 installment financing agreement with First Bank, which would change the original fixed rate of 2.95% for financing the cost of McDeed's Creek Elementary School to a new fixed rate of 1.85%. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to accept the modification proposal letter of the \$31,000,000 Installment Financing Agreement (the "2018 IFA") with a new fixed rate of 1.85% per annum and authorize the Chairman to sign the proposal letter. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 4-0 to approve the resolution authorizing a First Amendment to the 2018 Installment Financing Agreement and any related documents in connection therewith.

The resolution is hereby incorporated as a part of these minutes by attachment as Appendix G. PUBLIC

HEARINGS Public Hearing / Finance – Limited Obligation Bonds, Series 2021 and Approval of Resolution

Finance Director Caroline Xiong reviewed that the Board had approved on May 4, 2021, a resolution making certain findings and determinations regarding the issuance of Limited Obligation Bonds of the County of Moore, North Carolina to finance a new courthouse and related improvements, to refinance certain existing indebtedness of the County and to provide funds to purchase a General Obligation Refunding Bond of East

Moore Water District, and she presented for the Board's consideration a resolution regarding the issuance of Limited Obligation Bonds. Chairman Quis opened the duly advertised public hearing regarding this matter.

Judge James M. Webb of Southern Pines, NC expressed his support for the approval of the Limited Obligation Bonds to finance the court facility project. He thanked the Board for approving the project and discussed the history and process of bringing the project to fruition after many years of effort. He discussed a recent issue regarding availability of courtroom space that illustrated the need for a new facility.

The commissioners expressed their thanks to Judge Webb and acknowledged representatives from Probation present at the meeting. There being no further speakers, Chairman Quis closed the public hearing.

Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to approve the resolution approving and authorizing an installment contract financing by the County of Moore, North Carolina through the issuance of not to exceed \$73,100,000 Limited Obligation Bonds, Series 2021 and

the execution and delivery of a trust agreement and related documents in connection therewith. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix H.

Call to Public Hearing / Administration – FY 22 Recommended Budget County Manager Wayne Vest requested the Board call the statutorily required public hearing regarding the proposed budget. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 4-0 to call for a public hearing on Tuesday, June 15, 2021, at 5:30pm to receive public comment regarding the recommended budget for Fiscal Year 2021-2022 for the County of Moore. **APPOINTMENTS**

Animal Cruelty Investigator Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to appoint Dr. Tony Ioppolo as the Animal Cruelty Investigator for a one-year term expiring May 31, 2022.

Workforce Development Board Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to appoint Natalie Hawkins to fill Pat Corso's unexpired term on the Workforce Development Board through June 30, 2021, and to a full three-year term, thereafter, expiring June 30, 2024. **MANAGER'S REPORT** County Manager Wayne Vest noted the June 9 bond issuance would result in a savings of approximately \$4M for citizens.

COMMISSIONERS' COMMENTS Commissioner Gregory acknowledged Law Enforcement Week and expressed his appreciation for law enforcement.

CLOSED SESSION Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and regarding the case Randy Acres and Soek Yi

Phan v. Moore County and the opioid case, and to take a five-minute break prior to closed session. At the conclusion of the closed session, upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to come out of closed session and seal the minutes.

Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to approve a resolution presented by the County Attorney approving the Memorandum of Agreement between the State and local governments on proceeds related to opioid litigation. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix I.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to adjourn the May 18, 2021, regular meeting of the Moore County Board of Commissioners at 8:06pm.

_____ Francis R. Quis, Jr., Chairman

_____ Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: 06/1/21

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: May 18, 2021

SUBJECT: Bad Debt Write-off FY2021

PRESENTER: Caroline L. Xiong

REQUEST:

Request the Board of Commissioners to approve the bad debt write-off reports as presented for the Solid Waste Department billed through the County and Emergency Medical Services billed through EMS Management & Consultants.

BACKGROUND:

Per the write-off procedure adopted on January 1, 2009, regulatory fees that fall into a 3 year limitation will be written-off with the recommendation from the Department Head, the approval from the Finance Director and Moore County Board of Commissioners.

Solid Waste Department has a balance of \$9,904.98 to be written off. These accounts have been inactive for longer than 3 years. \$9,598.11 of the balance is due to a bankruptcy case that was discharged. \$306.61 is due to a company that is no longer in business and is unreachable. \$.26 is related to finance charges for a company that is no longer in business.

Emergency Medical Services Department (billed through EMS Management & Consultants) has a balance of \$157,883.18 to be written-off with the date of services from 5/01/17 to 04/30/18. These accounts were recommended to be written off due to inactivity, bankruptcy status, or insurance corrections or issues.

The County collected the following EMS insurance payments in the past three years:

\$3,129,857.08 in FY2018

\$3,289,314.95 in FY2019

\$3,084,354.94 in FY2020

IMPLEMENTATION PLAN:

Upon approval by the Moore County Board of Commissioners, finance staff will write off the

approved bad debt.

FINANCIAL IMPACT STATEMENT:

Since the debt is deemed uncollectible, there will be no additional financial impact.

RECOMMENDATION SUMMARY:

Make a motion to approve the bad debt write-off reports as presented for the Solid Waste Department billed through the County and Emergency Medical Services billed through EMS Management & Consultants.

SUPPORTING ATTACHMENTS:

Bad debt write-off list for Emergency Medical Services (EMS Management & Consultants)

Write-Offs for Dates of Services 05-01-2017 through 04-30-2018, as of 05-21-2021

Sum of Payment Amount

Credit Total

Write off-Bad Debt 145,170.35\$

Write off-Bankruptcy 560.39\$

Write off-Client Request 1,035.42\$

Write off-Deceased 1,015.48\$

Write Off-Efforts Exhausted 5,409.49\$

Write off-Insufficient Doc 497.40\$

Write off-No Sig 461.92\$

Write off-TF Admin Error 2,152.74\$

Write off-TF late info 1,579.99\$

Grand Total 157,883.18\$

These accounts were written off due to inability to file insurance within a timely limit.

This account was written off due to correct insurance was not provided until after timely filing limit.

These accounts were written off due to not having sufficient documentation to receive payment on the claim.

These accounts were written off due to not having a signature, after EMS|MC sent requests to the patient to provide a signature.

Explanation

These accounts were written off due to inactivity after billing patient.

These accounts were written off due to a bankruptcy notification was received.

These accounts were written off due to a request from Moore County EMS.

These accounts were written off after receiving proof of death of the patient.

These accounts were written off after attempting to file/refile insurance, as well as follow-up to receive a payment was unsuccessful.

Agenda Item: Meeting Date:

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Terri Prots, Aging Services Director DATE: May 7, 2021 SUBJECT: MOU between Aging and MCTS

PRESENTER: Terri Prots, Aging Services Director REQUEST:

Approve MOU between Aging and MCTS for transportation services in FY 22.

BACKGROUND: MCTS and Aging have a long history of working together to provide transportation services to Moore

County residents aged 60 and over.

FINANCIAL IMPACT: A Not to Exceed Amount of \$240,000 has been requested with a rate of \$1.90 per mile.

IMPLEMENTATION PLAN: A seamless transition to services will begin Thursday, July 1, 2021.

RECOMMENDATION SUMMARY:

Approve MOU between Aging and MCTS for transportation services in FY 22.

ATTACHMENTS: MOU

STATE OF NORTH CAROLINA
COUNTY OF MOORE
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into the 1st day of July, 2021, between the Moore County Department of Aging ("AGING") and Moore County Transportation Services ("MCTS").

WITNESSETH:

WHEREAS, AGING receives grants and local funds to pay for transportation services for AGING's clients; and

WHEREAS, MCTS provides transportation services within the County of Moore and the surrounding areas.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties understand and agree as follows:

1. AGING will utilize MCTS as the primary transportation vendor for transportation of AGING's clients.
2. AGING will comply with MCTS policies and procedures for scheduling and cancelling trips.
3. AGING will pay MCTS at the rate of \$1.90 per mile not to exceed \$240,000.00.
4. In the event that a scheduled client is a No-Show, AGING will be charged the client's pro rata share for the scheduled trip. The definition of a No-Show is a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and, MCTS was not notified 24 hours prior to the requested appointment time.
5. AGING will be responsible to review invoices and notify MCTS of any discrepancies within ten (10) days of the date of each monthly invoice. After ten (10) days, if no discrepancies are reported to MCTS, all charges will be deemed accurate and will be the responsibility of AGING.
6. AGING will remit payment to MCTS for transportation services within fifteen (15) days of the date of each monthly invoice.
7. MCTS will insure that all drivers of legal age and licensed to operate the specific vehicle used in transporting clients.

21-0213

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8. MCTS will insure all vehicles transporting clients will have at least the minimum level of liability insurance appropriate for the type of vehicle.

9. MCTS is compliant with and adheres to all applicable Federal and State laws.

10. MCTS will invoice AGING monthly for services rendered.

11. The term will be from July 1, 2021, through June 30, 2022.

12. This Memorandum of Understanding is subject to the availability of funds.

13. This Memorandum of Understanding may be terminated by either party upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

Terri Prots Debra Ensminger
Aging Services Director Moore County Transportation Director

Francis R. Quis, Jr., Chairman
Board of Commissioners

PREAUDIT CERTIFICATE

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

Finance Officer

21-0213

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Agenda Item: Meeting Date: June 1, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Department of Social Services, Tammy Schrenker DATE: March 26, 2021 SUBJECT: Vulnerable Adult and Elder Abuse Proclamation

PRESENTER: Lorena Edwards REQUEST:

Please proclaim support of Vulnerable Adult and Elder Abuse. BACKGROUND:

Mother's Day through Father's Day is May 9th through June 20th and is a designated time to raise awareness for Vulnerable Adults and Elder Abuse.

FINANCIAL IMPACT: None

IMPLEMENTATION PLAN: N/A

RECOMMENDATION SUMMARY: Moore County Commissioners designate May 9th through June 20th as Vulnerable Adult and Elder Abuse Awareness Month. ATTACHMENTS: Proclamation

Vulnerable Adult and Elder Abuse Awareness Month 2021 A Proclamation WHEREAS, Moore County will join forces in recognizing May 9th through June 20th as Vulnerable Adult and Elder Abuse Awareness Month to proclaim that every vulnerable and elder adult deserves to live safely with dignity;

WHEREAS, Mother's Day and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our parents;

WHEREAS, vulnerable and older adults of all social, economic, racial and ethnic backgrounds may be targets of abuse,

neglect or exploitation which can occur in families, long-term care settings and communities; and

WHEREAS, North Carolina enacted the nation's first elder abuse law in 1973 aimed at protecting older adults and vulnerable adults age 18 and older with disabilities and increasingly recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

WHEREAS, North Carolina's vulnerable and elder adults of all social, economic, racial and ethnic backgrounds may be targets of abuse, neglect or exploitation, which can occur in families, long-term care settings and communities; WHEREAS, by the end of the 2020 fiscal year, there were 17,189 reports of abuse, neglect and exploitation of vulnerable and elder adults accepted by North Carolina's Departments of Social Services and 232 of those reports were accepted here in Moore County; WHEREAS, many of these individuals have special needs - physical, mental or emotional disabilities, or families that have exploited or deserted them; WHEREAS, Moore County Department of Social Services will continue to evaluate their readiness for a growing elderly population and provide the essential services required, to include currently serving as Guardian for 22 citizens; WHEREAS, Moore County Department of Social Services actively promotes the independence of vulnerable or elder adults and strives to protect them against abuse, neglect and exploitation; and WHEREAS, protecting Moore County's vulnerable and elder adults is a community responsibility and it is imperative that communities work together to help reduce and prevent abuse, neglect and exploitation; and WHEREAS, all citizens should watch for signs of abuse, neglect, and exploitation and report any concerns to the Department of Social Services.

NOW, THEREFORE, LET IT BE RESOLVED that the Moore County Board of Commissioners hereby proclaims May 9th through June 20th, 2021 as "VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH" in Moore County, and encourages our citizens to participate in community efforts to support and improve the safety and well-being of vulnerable or elder adults and to help secure their right to live free of abuse, neglect, and exploitation.

Adopted this 1th day of June 2021.

Frank Quis, Chair

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

Procurement Revisions –
Recommendations to Board of
Commissioners June 1, 2021

Summary

Increase informal and formal bidding thresholds to more closely match State and/or Federal requirements

Increase bid award/rejection authority for department directors, chief finance officer, and manager

Increase contract executing authority for department directors and manager

Increase thresholds as to when a contract is required vs. purchase order

This will streamline purchasing, operate within statutory guidelines, minimize risk of fiscal exposure

Informal Bid Threshold

Formal Bid Threshold

Bid Award/Rejection Authority:

Current:

Department Head – up to \$5,000

Chief Finance Officer/designee - \$5,000 up to \$30,000

County Manager/designee - \$30,000 up to \$50,000

Board of Commissioners - \$50,000 and up

Recommended:

Department Heads – up to \$30,000

Chief Finance Officer/designee - \$30,000 up to \$50,000

County Manager – \$50,000 up to and including \$100,000 for purchases/services, and up to \$500,000 for construction and repair

Board of Commissioners – over \$100,000 for purchases and \$500,000 for construction and repair

Contract Execution Authority:

Current:

Department Heads – up to \$5,000

County Manager/Designee – up to \$50,000

Board of Commissioners – no monetary limit

Recommendation:

Department Heads – up to \$30,000

County Manager – up to and including \$100,000

Board of Commissioners – no monetary limit

Written Contract Required

Current:

Purchases: \$50,000 and up

Construction & Repair: \$5,000 and up

Services (including professional services): \$5,000 and up

Architect/Engineer, etc.: \$5,000 and up

Recommended:

Purchases: \$50,000 and up

Construction & Repair: \$30,000 and up (pending Legal/Finance approval)

Services: \$30,000 and up (pending Legal/Finance approval)

Professional Services (attorney, etc.): \$5,000 and up

Architect/Engineer: \$5,000 and up

QUESTIONS ?

Agenda Item:

Meeting Date: June 1, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE
Public Works Director

DATE: May 12, 2021

SUBJECT: Lime-Chem Purchase Award

REQUEST:

MOTION TO: Award and approve the contract with Polytec, Inc. for the purchase of lime slurry in the amount not to exceed \$123,050.00 for Fiscal Year 2021-2022 and authorize the Chair to sign.

BACKGROUND:

An Invitation for Formal Bids (IFB) #2021-12 was issued April 8, 2021 for companies to provide lime slurry on an as needed basis to the Moore County Water Pollution Control Plant for use in wastewater treatment. One responsive bid was received on April 21, 2021. A second bid was received but was determined to be non-responsive, due to not being received by the 3:30pm due date on April 21, 2021. The low bid was submitted by Polytec Inc.

IMPLEMENTATION PLAN:

MOTION TO: Award purchase and begin application as of July 1, 2021 by selected vendor.

FINANCIAL IMPACT STATEMENT:

Contract not to exceed \$123,050 for Fiscal Year 2021-2022.

RECOMMENDATION SUMMARY:

MOTION TO: Award and approve the contract with Polytec, Inc. for the purchase of lime slurry in the amount not to exceed \$123,050.00 for Fiscal Year 2021-2022 and authorize the Chair to sign.

SUPPORTING ATTACHMENTS:

Invitation for Formal Bids
Bid Tabulation
Contract

Agenda Item:

Meeting Date: 6/1/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Chris Butts, IT Director

DATE: May 26, 2021

SUBJECT: Hosted VOIP Service Provider

PRESENTER: Chris Butts

REQUEST:

Approve TrueIP Solutions contract to be the county's provider for hosted VOIP services.

BACKGROUND:

Moore County implemented a Cisco Systems VoIP phone system in 2008. This system utilizes an on-premises, self-managed Cisco Systems Voice over IP (VoIP) phone system. Most employees have a direct inward dial (DID) number, which mitigates the need for traditional receptionist positions in some offices. The VoIP system is serviced by three full-channel PRIs. The system also provides a Contact Center, call transfer between County 911 phone system, phone paging, overhead paging, external intercom, voicemail including "general", and voicemail to email services. Moore County currently utilizes approximately 634 phone endpoints and maintains approximately 950 DID numbers.

The county put out an RFP earlier this year for moving the VOIP system to a cloud hosted service model. The requirements of this solution were to provide an enhanced level of service with simplified management while reducing cost by eliminating the need for onsite equipment.

The RFP required the following system requirements:

- Must meet all current and future Federal Communications Commissions (FCC) laws.
- Unlimited local and long distance calling within the United States.
- Support multiple lines per user account as well as on phone hardware endpoints.
- Detailed call reporting including the ability to troubleshoot the SIP call flow in detail.
- Configurable time frames for various calling periods (I.E. Holidays, business hours, etc.).
- For the purposes of billing, a user can have multiple devices, and multiple extensions/numbers, but will be billed as one user by Department (i.e. could have multiple desk phones, softphone, mobile client phone, etc., with multiple line appearances).

The following services should be available to appropriate end user line:

- Call Center Agent capability.

- Call recording to be hosted for a minimum of 30-days.

- Secure Voicemail.
- Secure Voicemail to email.
- Three-way calling.
- Mobile phone client capability (Android and IOS).
- Softphone capability (Windows and MacOS).
- Flexible ring configuration options. (configurable single number reach that rings all devices simultaneously, or in a specified cascade order, and is configurable by the end user).
- Per user web portal where user can self-configure allowed user options, as well as review call history and retrieve stored recorded calls.

FINANCIAL IMPACT:

\$3,000	FY 20/21 – Pilot Phones
\$129,402.90	FY 21/22 – New phones and licenses.
\$62,242.55	FY 22/23 – Licenses and with VOIP expansion to satellite offices and 3% growth.
\$61,085.83	FY 23/24 – Licenses with 3% growth.
\$61,307.54	FY 24/25 – Licenses with 3% growth.
\$61,594.76	FY 25/26 – Licenses with 3% growth.
\$378,633.58	Total
\$26,504.35	Tax (7%)
\$405,137.93	Grand Total

IMPLEMENTATION PLAN:

- Year 1 – Implement new phone system.
June 2021 – Pilot project (Finance/IT)
July – October 2021 – The rest of the VOIP users in county.
- Year 2 – Expand to EMS stations, landfill, public works sites and other satellite offices throughout county that were never able to connect on the current VOIP system.
- Year 3 - 5 – Provide licenses for any new positions.

RECOMMENDATION SUMMARY:

Recommend the Board to make a motion authorizing the Chairman to execute TrueIP Solutions contract to provide hosted VOIP services to the county.

ATTACHMENTS:

TrueIP Contract
RFP Bid Document

COUNTY OF MOORE NORTH CAROLINA REQUEST FOR PROPOSALS

ISSUE DATE: February 18, 2021 RFP#: 2021-24 TITLE: TELECOMMUNICION SERVICES

ISSUING DEPARTMENT: County of Moore Financial Services 206 S. Ray Street Carthage, NC 28327

Sealed Proposals will be received until 4:00 p.m., Friday, March 5, 2021 from qualified firms for Telecommunication Services for the Moore County Information Technology Department. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street.

All inquiries for information concerning the Request for Proposals shall be directed to: Terra Vuncannon, Purchasing Manager P.O. Box 905 Carthage, NC 28327 (910) 947-7118 (Telephone) (910) 947-6311 (Fax) Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above and the envelope shall bear the name and number of this Request for Proposals. It is the sole responsibility of the Proposer to ensure that its proposal reaches the Issuing Department by the designated date and hour indicated above. In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed proposal. Firm Name:

_____ Date: _____ Address:

_____ Phone: _____

_____ By: _____

(typed)

By: _____ (signed)

2

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INSTRUCTIONS TO PROPOSERS 1. Sealed Proposals shall be submitted to the Issuing Department and include the enclosed Proposal Form. In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject any and/or all proposals, and to waive any informality in proposals unless otherwise specified by the Proposer. The Proposer shall sign the proposal correctly and proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.

2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Please list sales tax separately in proposal figures. All price quotes shall include delivery to the delivery point, installation, and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g., brochures, catalog cuts, etc.) shall be included with the proposal.

3. After the RFP issue date, all communications between the Issuing Department and prospective Proposers shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section, and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Proposers by issuance of an Addendum. All written questions shall be received by the Issuing Department no later than 10:00 am Thursday, February 25, 2021. NO EXCEPTIONS. All addendums pertaining to this RFP will be posted to the County website at www.moorecountync.gov within 24 – 48 hours after the deadline for questions and/or after the pre-bid conference. It is the Proposers responsibility to check the website for the addendums.

4. The County will not be responsible for any oral instructions. Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Proposal Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned. 5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no proposals may be withdrawn

until 90 days after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications. 6. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Proposer shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate. 7. All purchases for goods or services are subject to the availability of funds for this particular purpose.

8. The Service Provider shall not represent itself to be an agent of the County. 9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.

10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All Service Providers performing work/services at a County Detention Center shall take all necessary steps to assure that none of its employees

engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin, or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the Service Provider will take all necessary steps to stop it and prevent its future occurrence. This

policy shall be strictly enforced. 11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records, and other writing relating to the performance of the work. Audits shall take place at times and

locations mutually agreed upon by both parties, although the vendor/Service Provider must make the materials to be audited available within one (1) week of the request for them.

12. Proposers are cautioned that this is a request for proposals, not a request for contract, and the County of Moore reserves the right to reject any and/or all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.

13. Proposals will be evaluated, and a recommendation presented to the County Manager and/or Moore County Board of Commissioners for their approval. 14. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.

15. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon thirty (30) days notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

16. Sealed Proposals in one (1) original and seven (7) copies will be received from each Proposer in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the form. Unsigned proposals will not be considered.

17. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

18. Bidder must be registered with the NC Secretary of State prior to contract award.

SCOPE OF WORK AND PROPOSAL REQUIREMENTS

OVERVIEW

Moore County is seeking information regarding a telephone system refresh project. Moore County currently utilizes an on-premises, self-managed Cisco Systems Voice over IP (VoIP) phone system. The County is looking at the feasibility of moving these services into a cloud-hosted service model.

Moore County implemented a Cisco Systems VoIP phone system in 2008. This system utilizes third party solution to provide a complete communications system for County use.

Most employees have a direct inward dial (DID) number, which mitigates the need for traditional receptionist positions in some offices. The VoIP system is serviced by three full-channel PRIs. The system also provides a Contact Center, call transfer between County 911 phone system, phone paging, overhead paging, external intercom, voicemail including "general", and voicemail to email services.

Moore County currently utilizes approximately 634 phone endpoints and maintains approximately 950 DID numbers.

OBJECTIVE

Moore County is exploring options to move our on-premises, self-managed phone solution to a cloud-hosted and managed phone solution. The requirements of this solution will provide for an enhanced level of service with simplified management while maintaining cost efficiency. The County is requesting bids for this project. The County intends to enter into a 5-year agreement for hosted services. Once the hosted solution is selected, the County plans to migrate in phases to ensure all expected functionality remains operational. The County intends to port the majority of DIDs currently assigned to the hosted solution. We anticipate full implementation of the hosted solution within 6 months of first phase completion. Upon full implementation, the solution may include up to 700* users (with multiple devices and/or extensions), up to 1045* DIDs, and various customized call routing paths. We may need to purchase up to 650 phones. We would like the solution to support our existing Cisco SIP phones, but this is not a requirement.

*this does not reflect a firm quantity cap.

DETAILED SOLUTION REQUIREMENTS

Included in the global solution is auto attendants (IVR), call recording, conference bridging (up to 30 participants), Call Centers, call reporting, capability for local administrators of the solution to assign DID lines as well as manipulate the Caller ID associated to each extension and/or user. Ability to maintain call transfer between County 911 phone system is a plus. The following items are system requirements:

- Must meet all current and future Federal Communications Commissions (FCC) laws
- Unlimited local and long distance calling within the United States

7

- Support multiple lines per user account as well as on phone hardware endpoints
- Detailed call reporting including the ability to troubleshoot the SIP call flow in detail
- Configurable time frames for various calling periods (I.E. Holidays, business hours, etc.)
- For the purposes of billing, a user can have multiple devices, and multiple extensions/numbers, but will be billed as one user by Department (i.e., could have multiple desk phones, softphone, mobile client phone, etc., with multiple line appearances)

The following services should be available to appropriate end user line:

Call Center Agent capability

Call recording (full-time as well as on-demand) to be hosted for a minimum of 30-days

Secure Voicemail

Secure Voicemail to email

Three-way calling

Mobile phone client capability (Android and IOS)

Softphone capability (Windows and MacOS)

Flexible ring configuration options. (configurable single-number reach that rings all devices simultaneously, or in a specified cascade order, and is configurable by the end user)

Per user web portal where user can self-configure allowed user options, as well as review call history and retrieve stored recorded calls

The following services are not currently utilized however we request information and pricing if available. This is not a requirement:

SMS functionality

Microsoft Teams integration

PRICING FORMAT

Moore County is requesting per-user, per-month pricing to include all taxes and fees in a tiered approach as outlined in the graph below.

Please provide a list of available devices with your proposed solution and pricing for each.

Please also include documentation for the proposed devices.

Please clearly identify all 1-time expenses, expected recurring expenses for this project and any other charges that are not covered in the monthly user charge.

8

Please provide information and pricing for additional services that are offered such as faxing, conference rooms, etc.

PRICING IS PER USER, PER MONTH

Tiers to be including in pricing are:

Number of Users Per User Per Month Cost

1-49

50-149

150-499

500-999

1000 and over

REFERENCES

Vendor should submit a minimum of three references for similar services, preferably local or state government entities.

REVIEW PROCESS

VENDOR MUST SUBMIT ONE (1) ORIGINAL AND SEVEN (7) COPIES OF RESPONSE.

The selection committee will review all responses based on the following criteria and weighted scale with 1 to 10 points per category:

1. Cost 35 %
2. Functionality 35%
3. Support & Maintenance 20%
4. References 10%

The County reserves the right to short list and interview the top candidates prior to announcing an intent to award.

PROPOSAL FORM The County of Moore requests your proposal to provide Telecommunication Services for the County of Moore Public Information Technology Department as outlined in the Scope of Work.

Sealed Proposals will be received until 4:00 pm Friday March 5, 2021 at Financial Services, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street.

Use this form for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all proposals.

On behalf of _____ (Proposer), I am submitting a proposal for Copy Management Program services for the County of Moore Information Technology Department.

Number of Users Per User Per Month Cost

1-49

50-149

150-499

500-999

1000 and over

Responsive Bid MUST include: One Original and Seven (7) copies of response

ALL components of the Proposal Signed Proposal Form Non-Collusion Affidavit E-Verify Affidavit W-9 Form

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I certify that the contents of this proposal are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with. Date _____ Authorized Signature _____

Authorized Signatory Name/Title: _____

Authorized Signatory E-mail Address: _____

Receipt of the following addendum is acknowledged: Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

NON-COLLUSION AFFIDAVIT North Carolina of North Carolina County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal; Such proposal is genuine and is not a collusive or sham proposal; Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ Signature and Title

North Carolina of North Carolina County of _____ Subscribed and sworn before me, This _____ day of _____, 2021

Notary Public My commission expires _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA AFFIDAVIT COUNTY OF MOORE I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- Executed, this ____ day of _____, 2021.

Signature of Affiant

Print or Type Name: _____

State of North Carolina

County of _____ Signed and sworn to (or affirmed) before me, this the ____ day of _____, 2021. My Commission Expires:

Notary Public

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Number of devices SIP Protocol:66

Number of devices SCCP Protocol: 592

Current Phone Types:

Cisco 7811 12

Cisco 7906 6

Cisco 7911 58

Cisco 7921 6

Cisco 7936 2

Cisco 7941 382

Cisco 7942 87

Cisco 7961 35

Cisco 7962 6

Cisco 7970 4

Cisco 8841 40

Cisco 8851 12

Cisco ATA 186 6 Was used for exisiting conference phones

Cisco 8851 Expansion Module 11

Department Address Count

Tax 1 Courthouse Square, Floors 0 & 1, Carthage, NC 33

Administration 1 Courthouse Square, Floors 2 & 3, Carthage, NC 7

Attorney 1 Courthouse Square, Floors 2 & 3, Carthage, NC 9

Clerk to Board 1 Courthouse Square, Floors 2, Carthage, NC 4

Register of Deeds 100 Dowd Road, Carthage, NC 20

Social Services 1036 Carriage Oaks Drive, Carthage, NC 129

Environmental Health 1042 Carriage Oaks Drive, Carthage, NC 15

Wellness 1044 Carriage Oaks Drive, Carthage, NC 4

Planning 1048 Carriage Oaks Drive, NC 12

Transportation 1048 Carriage Oaks Drive, NC 3

Day Reporting 107 N. McNeill Street, Carthage, NC 3

Water Pollution Control Plant 1094 Addor Road, Aberdeen, NC 13

Recreation 155 Hillcrest Park Lane, Carthage, NC 6

Child Support 202 South Ray Street, Carthage, NC 15

Finance 206 South Ray Street, Carthage, NC 9

Information Technology 206 South Ray Street, Carthage, NC 13

Human Resources 302 Monroe Street, Carthage, NC 7

Detention 302 South McNeill Street, Carthage, NC 47

Sheriff 302 South McNeill Street, Floor 0 & 2, Carthage, NC 78

Public Safety 302 South McNeill Street, Floor 0, Carthage, NC 36

GIS 302 South McNeill Street, Floor 1, Carthage, NC 4

Public Works 5227 Hwy US 15501, Carthage, NC 22

Animal Operations 5235 Hwy US 15501, Carthage, NC 15

Elections 700 Pinehurst Avenue, Carthage, NC 13

Drug Free Moore County 703 Pinehurst Avenue, Carthage, NC 1

Property Management 703 Pinehurst Avenue, Carthage, NC 11

Health 705 Pinehurst Avenue, Carthage, NC 67

WIC 705 Pinehurst Avenue, Carthage, NC 6

Cooperative Extension 707 Pinehurst Avenue, Carthage, NC 16

Soil Water 707 Pinehurst Avenue, Carthage, NC 1

Veterans 707 Pinehurst Avenue, Carthage, NC 5

Aging 8040 US 15, West End, NC 26

ATTACHMENT 1

March 1, 2021 TO: All Bidders RE: Request for Proposal RFP 2021-24

ADDENDUM NO. 1 This ADDENDUM #1 forms part of Moore County's Request for Proposal for Telecommunication Services for the County of Moore. All requirements of the original specifications remain in effect in

their respective order. Receipt of this Addendum must be acknowledged by its inclusion with the Proposal Form.

The following changes and/or clarifications are hereby made to the original Proposal: THE DUE DATE HAS BEEN EXTENDED UNTIL 4:30 PM FRIDAY, MARCH 12, 2021. ATTACHMENT 1 AND 2 ARE PROVIDED AS LINKS AT www.moorecountync.gov. PLEASE ENSURE ALL REQUIRED DOCUMENTS ARE INCLUDED IN YOUR

RESPONSE, INCLUDING ACKNOWLEDGEMENT OF THIS ADDENDUM. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street. 1. Question: I like to submit is can you provide models of the Cisco phones you would like to try and reuse? Answer: The below SIP phones are the models we would like to reuse, if possible.

- o Cisco 8841 (40)

- o Cisco 8851 (12)

- o Cisco 7811 (12) 2. Question: Will the County of Moore consider any extensions for vendor response at this time? Answer: No further questions will be accepted. The due date has been extended until 4:30 pm Friday, March 12, 2021.

3. Question: How many contact center locations will the Cloud Contact Solution be required to maintain? Answer: We have 1 permanent contact center and 2 temporary contact centers activated for COVID efforts. We believe there is potential for additional contact centers in some other higher volume call departments.

4. Question: How many contact center agents are located at each of the Moore County's contact centers? Answer:

- o Tax Information Call Center has 3 primary agents, 3 alternate agents per phone and 3 back up agents. 9 total agents.

- o COVID pre-registration: Agents have varied between 4 to 10 based on expected incoming call volume.

- o COVID Information: 3 Agents 5. Question: How many contact center agents work from home vs. remain within the physical contact center locations?

Answer:

- o Tax Information Call Center agents work at the contact center.

- o COVID pre-registration agents work at various locations in the County and remotely utilizing a softphone.

o COVID Information agents work within the Department. 6. Question: Does Moore County want Named or Concurrent agent licensing?

Answer: Without a clear understanding of the license differences. We could see the need for both license models. 7. Question: How many business users (non-contact center agents) would the Cloud need to manage? Answer: We currently have 650 physical devices configured. 6 devices are assigned to contact center agents.

8. Question: Can the county provide locations of offices and headcount/endpoints per location? Answer: See Attachment 1 which is a list of Departments, end point count including address which shows offices within a single facility (address) 9. Question: What type of contact center solution does Moore County have in place today?

Answer: Cisco Contact Center

10. Question: Who is the current telephony service provider for Moore County? Answer: Our onsite solution uses PRI's from CenturyLink/Lumens 11. Question: Is the county open to switching their current telephony provider?

Answer: Yes 12. Question: What type of redundancies are currently constructed for the contact center? What about the non-contact center users? Answer: Currently we have a primary and secondary system within the same facility. There is no off-site redundancy. The proposed solution should have off site redundancy built in. 13. Question: How many data centers are leveraged in support of the contact center? Answer: We have 1 data center, 1 primary contact center, 1 secondary contact center. The

proposed solution should have off site redundancy build in. 14. Question: Can Moore County provide a high-level design of their existing telephony infrastructure? Answer:

o External calls are received at 1 of 3 PRI's or direct terminated phone line in gateway to Call Manager. From Call Manager, call is routed to identified extension per routing rules to desk phone or Jabber software, Call Handler, or voicemail.

o Calls placed route from facility gateway. Calls to 911 route from gateway directly to County 911 Center. Other calls follow routing rules going out the designated PRI if an external call or routing internally to 4-digit internal extension of end point.

15. Question: Can Moore County provide a high-level design of their data flows (ingress and egress) for the contact center? Answer: Unfortunately, we cannot answer this question due to lack of clarity of what is being asked. 16.

Question: Is Moore County in the market for an all-in-one solution for their telephony services and contact center? Answer: This is a difficult question to answer as we do not understand the "all-in-one solution" referenced. We do want a solution which provides the County with hosted voip phones for staff either physical desk phone or/and softphone as well as option to support at least 1 call center and possibly more.

17. Question: Do any of your agents utilize VDIs to access their agency's intranet or work desktops? Answer: No

18. Question: Please clarify the following requirement: "Ability to maintain call transfer between County 911 phone system is a plus"

Answer: Currently we can transfer calls that are received on the 911 system (Zetron soon to be Viper) to the County Cisco phone system and calls from Cisco phone system to dispatchers at

the 911 system. Examples of routing: Allow afterhours calls to the Sheriff Department main number configured on Cisco Call Manager, to route to Sheriff Dispatch staff, route 911 animal

issue calls directly to Sheriff Dispatch 24 x 7, route non-emergency calls to the 911 Center to

the appropriate Department extensions. 19. Question: Will softphone capabilities be required for Moore County non-contact center users (business users)? Answer: We plan for this to be available to all appropriate staff.

20. Question: Please clarify the following requirement: "Mobile phone client capability (Android and IOS)" Will this capability be required for contact center agents and business users? Answer: We plan for this to be available to appropriate business users. As of this time, we have not considered this for contact center agents but do not want to rule it out. 21. Question: Can Moore County provide a copy of their existing call flows?

Answer: I am unaware of a way to quickly export all this information and provide to you

quickly. I can tell you the majority call handlers are very simple in nature with transfer to system extension and a few situations or transfer to an external mobile number. 22. Question: Would the county like consultation of how to improve their call flow effectiveness? Answer: With the selected vendor, we would like to review call process and improve effectiveness.

23. Question: What type of self-services options are built into the county's call flows to date? E.g., Contact centers Answer: We have no self-service options in our contact centers. They are basic call que that routes call to available agent or holds caller in que until agent is available. We would like to explore self-service functionality in the future.

24. Question: How many Toll-Free numbers does the existing telephony provider manage for Moore County?

Answer: 2 25. Question: Is the county looking to port any of their numbers (DID or Toll-free) over to the vendor Cloud to manage?

Answer: It is our preference that all DID's remain the same. 26. Question: What is the purpose of the SMS numbers? E.g., Outbound Agentless notifications, Inbound and outbound SMS notifications Answer: We envision staff being able to message/text from a single number and avoid staff sending and receiving messages from a separate mobile device number but from hosted system

solution. 27. Question: How many SMS number is the County seeking to leverage? Answer: At least 250 28.

Question: Are the contact center agent's in need of both physical SIP phones and softphone w/wireless headset capability?

Answer: Currently they have desk phones with wireless headsets. We would be open to a softphone option if it provides an efficient call management solution. 29. Question: What are your concurrent call volumes per contact center? Answer: We are unable to quickly obtain this data. However, I am providing total incoming call volumes since January 1, 2021 for our permanent contact center.

February 1st to February 26th: 2759

January 1st to January 31st: 4243 30. Question: Is Moore County interested in call and screen recording for their contact center agents? Answer: Yes

31. Question: Are the lines of business interested in exporting their recordings (call and/or screen) periodically to a customer owned server? If so, how often would this take place?

Answer: Since we do not currently utilize recording, we will answer by saying there will be times a recorded call will need to be kept for legal reasons. We will discuss the storage of these recordings as we move forward with vendor selections.

32. Question: What type of recording solution does Moore County contact centers currently have in place? Answer: None 33. Question: Are there any other lines of business (non-contact centers) that would require call recording?

Answer: Yes 34. Question: Please list the channels of communication that Moore County would like for their cloud-based vendor Cloud Contact Center solution to handle. E.g., Voice, Email, SMS, Webchat, Voice/Chatbots, etc.

Answer: We expect voice to match our current configuration. However, we would like to discuss contact center options that will provide best customer service with the selected vendor. 35. Question: Is Moore County interested in outbound dialing campaigns? E.g., Agentless outbound campaign to notify recipients of an event, activity, staged or step that is coming up regarding Moore County's business practices. Answer: We would be interested in learning of available options.

36. Question: What CRMs or ticketing system does Moore County's contact centers leverage to date? E.g., Salesforce, Microsoft Dynamix 365, Zendesk, ServiceNow? Answer: Based on our understanding of this question, we are not utilizing a CRMs or ticketing system. 37. Question: If your contact center does leverage a CRM or ticketing system, what are those

systems used for? Answer: Not applicable. 38. Question: Please list any organic data bases that Moore County's contact center utilizes for their contact center operations. Answer: We are aware of none.

39. Question: What level of security is required for voicemails? Answer: At this time, the employees 4-digit pin must be entered when dialing into voicemail from phone. This 4-digit pin must be changed every 90 days. Voicemails sent to the employee's email requires them to log into their email account. We would like to explore available security measures for voicemail.

40. Question: Will all users (contact center agents and business users) required voicemail capabilities? If not, please specific how many for the county's contact centers and business users. Answer: We currently have 369 voicemail accounts assigned. This number fluctuates with staff vacancies. Voicemail should be an option for all employees. There is a small percentage of employees that will not have voicemail accounts. There will also be a small percentage of voicemail accounts for general departmental messages to be left. The 369 includes count of the current general voicemail accounts. 41. Question: Which users require voicemail to email transcription capabilities? E.g., contact center agents, business users or both.

Answer: Currently all employees assigned voicemail accounts are configured to send email of voicemail wav file. We do have a low number of voicemail accounts that are for general department messages that do not provide a wav file of the message. 42. Question: Is the county interested in a workforce management solution for their contact centers?

Answer: This is a difficult question to answer as we do not understand the "workforce management solution" referenced. 43. Question: Does the county already have an existing Microsoft Teams account? Answer: Yes

44. Question: What type of Cisco phones are currently in use for the County? Eg. Cisco 650 Answer: See Attachment 1

45. Question: Overview – Page 6; A Cisco Systems VoIP phone system has been in use since 2008. You reference utilizing “third party solution” to provide complete communications system for the County. Can you elaborate on this third-party solution? Answer: We utilize Syn-Apps Revolution for phone paging and the goal is to further implement Mass Notifications and Emergency Alerts. If the proposed solutions can provide Mass Notification and Emergency alerts this 3rd party vendor may no longer be needed.

46. Question: Objective – Page 6; Can you provide the types, quantities, and model numbers of the existing Cisco SIP phones in order for us to determine if the firmware is forward compatible? Answer: See Attachment 1 47.

Question: Objective – Page 6; If the County chooses to purchase all new phones, is that part of this bid, or will you be doing that separately?

Answer: The new phone options and cost should be included in your RFP response. 48. Question: How many buildings will be serviced by the new system? Answer: There are 20 facilities on our current system. With a hosted voip solution we plan to bring in remote facilities with adequate ISP connection to the system. 49. Question: Can you provide a list with addresses?

Answer: See Attachment 1 50. Question: Is there a breakdown of number of instruments in each building? Answer: See Attachment 1 51. Question: Does every building have its own internet access? Answer:

- o 90% shared internet

- o 10% independent internet 52. Question: Can you provide a network topology map? Answer: See Attachment 2

53. Question: Detailed Solution Requirements – Pages 6-7; Can you provide details on the Contact Center? Answer:

- o How many agents? Tax Information Call Center has 3 primary agents, 3 alternate agents per phone and 3 back up agents. 9 total agents.

- o How many supervisors Two currently. 54. Question: Detailed Solution Requirements – Pages 6-7; Please describe the recording needs. Is this just for Contact Center agents? How many seats will require recording?

Answer: We currently are not utilizing recording. This is a specific request of the Sheriff

Department and Department of Social Services who do not currently have contact centers. It is not possible to provide an exact count within this time frame. 55. Question: Detailed Solution Requirements – Pages 6-7; How many users will require mobile phone client capability? Will all mobile phone client users also have a desk phone ?

Answer: Mobile phone client app utilization currently is minimal. We expect increased numbers with a solid solution. At the time of implementation, it will not exceed 288 users, but we are unable to provide a confirmed count at this time. We plan to review the need for a desk phone as we move forward in this process, we believe some users will not need a desk phone, but a number count is not provided at this time. 56.

Question: Detailed Solution Requirements – Pages 6-7; How many users will require softphone capability? Are they part of the total of 700 users or are they in addition to the 700?

Answer: We currently have 288 Jabber devices configured which provides softphone capability. These users are included in the 700 count for their desk phone, but count is not included for the Jabber device.

57. Question: Detailed Solution Requirements – Pages 6-7; The ability to transfer to the County 911 system is a plus. What system is the County using for 911, and how does your current system transfer calls...what type of transfer circuits are in use...SIP or a T-1 connection? Answer: Currently the County 911 center utilizes Zetron however we are in the process of migrating to Viper within the month of March 2021. With the viper system, our Cisco Call Manager is configured with a specific extension that that will route a dialed or forwarded call to that extension through the gateway, out dedicated POT lines to the Viper System. The same basic call routing is on the Viper side, routing the call back to the dedicated Call Manager extension.

58. Question: Overview – Page 6; Overhead paging – is there paging in every building? If not, how many buildings are in need of paging? Answer: Paging is not in every building. Overhead speakers in Health Department, Lobby Paging at Department of Social Services, Kennel paging at Animal Operations. 59. Question: Overview – Page 6; Please describe the use of the “external intercom”. Answer: The Public Safety Facility has a single button intercom outside the main entrance that

is used to allow communications between an afterhours visitor to the facility and staff in the 911 Center. 60.

Question: Pricing Grid – Page 8; Please elaborate on the pricing grid...if you are soliciting bids for 600-700 seats, why are you requesting pricing breakdowns of 1-49 users; 50-149 users, etc.?

Answer: We plan to implement hosted voip service in stages over a 6-month period from the first phase completion. Therefor the number of devices will gradually grow over this period. We are requesting pricing at different volumes to allow responses to advise if there will be a different cost during our beginning stages.

61. Question: Instructions to Proposers - #2, Page 2; You ask to “Please list sales tax separately in proposal figures”...County /City/ State and Local Government are Tax-exempt. Answer: The County is not tax-exempt. 62.

Question: Are there elevators in any of the buildings that require analog lines? Answer: There are various facilities with Centrex lines for elevators. These lines are not

incorporated into our current phone system. 63. Question: How many buildings will require Overhead paging?

Answer: 3 64. Question: What type of paging systems (make and model) are in place? Answer:

- o Health – Bogen UTI312

- o DSS – SIP in ceiling speakers

- o Animal Operations – SIP speaker 65. Question: How many buildings are there? Answer: See Attachment 1

66. Question: Are any of the buildings on the same network with the same internet connection. Are there buildings connected by fiber or MPLS? Answer: 90% are Fiber connection 67. Question: How many conference rooms with phones? Answer: We currently have approximately 25 phones named as “Conference”. Many of these

are what we also utilize as basic desk phones.

68. Question: How many Breakrooms with phones Answer: We currently have approximately 5 phones named as “Breakroom”

69. Question: How many fax machines or MFPs with fax boards Answer: We have 37 MFP's with fax boards and active fax lines. We have approximately 10 fax machines.

70. Question: Is the switching have PoE Answer: At each location that currently supports voip phones there is a PoE switch. Moving forward adding remote locations may require this upgrade. 71. Question: Are the switches managed with Vlan capabilities

Answer: At each location that currently supports voip phones there is a PoE switch. Moving forward adding remote locations may require this upgrade. 72. Question: Call Centers are listed as a requirement. In our experience, the term "call center" can have a range of meanings – from a simple ring group to a more advanced solution with software integration, call flow management, advanced functions, and reporting, etc. Can you please elaborate on your specific needs regarding Call Centers? How many, and what functions and features are needed? Answer: We have 1 permanent contact center and 2 temporary contact centers activated for COVID efforts. We believe there is potential for additional contact centers in some other higher volume call departments. The permanent call center is utilizing reporting. Through this process we would like to determine where a true contact center may be needed and where ring

groups can be implemented to provide the best customer service to our callers. 73. Question: Please provide more information on the call transfer needs between the county 911 system. Please also confirm the county 911 system itself is a separate system outside the scope of this RFP. Example transfer scenarios would be helpful. Answer: Currently we can transfer calls that are received on the 911 (Zetron soon to be Viper)

line to the County Cisco phone system and calls from Cisco phone system to extensions in the 911 system.

Examples of routing: Allow afterhours calls to the Sheriff Department on the current phone system to route to Sheriff Dispatch staff, route 911 animal issue calls directly to Sheriff Dispatch, route non-emergency calls to the 911 Center to the appropriate Department extension. We confirm the County 911 system is separate from this system however we

would like simple transfer between the two systems.

No further questions will be accepted. Sealed Proposals are due to Terra Vuncannon at 206 South Ray Street Carthage NC 28327 by 4:30 pm Friday, March 12, 2021. For your convenience, a Bid Drop-Off box is located in the lobby at 206 South Ray Street.

END OF ADDENDUM NO. 1

Terra Vuncannon Purchasing Manager County of Moore

March 3, 2021 TO: All Bidders RE: Request for Proposal RFP 2021-24

ADDENDUM NO. 2 This ADDENDUM #2 forms part of Moore County's Request for Proposal for Telecommunication Services for the County of Moore. All requirements of the original specifications remain in effect in

their respective order. Receipt of this Addendum must be acknowledged by its inclusion with the Proposal Form.

The following changes and/or clarifications are hereby made to the original Proposal: The below questions were received before the deadline but were not included in Addendum 1. PLEASE ACKNOWLEDGE BOTH ADDENDUM 1 AND ADDENDUM 2 WITH YOUR RFP RESPONSE. Sealed bids are due by 4:30 Friday, March 12, 2021. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street. 1. Question: The Scope of Work states up to 700 users, up to 650 phones, and up to 1045 DIDs. Will you be having some users that are mobile application or desktop client only and if so, how many?

Answer: We do expect some users having a mobile/software application only but there has not been a proof of concept to confirm this is an option. With that being said, it is hard for us to provide you actual numbers. 2.

Question: We would like to look into reusing your current phones if possible. Can you send me the model number of the phones and could we borrow a spare phone to test and

make sure? Answer: Please see attachment 1 for phone model information. We will work with vendors moving forward in the process to test and confirm functionality is an option with our existing phones. 3. Question: Will you be needing any conference room phones and if so, how many?

Answer: Most departments are currently utilizing our standard desk phones in their conference rooms. Overall, this provides adequate communication however I would not rule out "conference room phones" being needed at a couple of locations. I'm speculating no more than 10 total. 4. Question: We have a collection of different styles of phones. How many "low usage"

phones (common area, break room, etc.) will you need?

Answer: If you look at attachment 1, the Cisco 7906's, cisco 7911's and Cisco 7811's and what we consider low usage phones in common areas. 5. Question: How many high call handling phones are you needing (reception, managers, call center)?

Answer: If you look at attachment 1, the Cisco 7961's and Cisco 7962's are assigned to what we consider call management staff. 6. Question: How many call center agents and supervisors are part of this system? They will be given special permissions and we will need to structure that.

Answer: We have 1 permanent contact center and 2 temporary contact centers activated for COVID efforts. We believe there is potential for additional contact centers in some other higher volume call departments. Tax Information Call Center has 3 primary agents, 3 alternate agents per phone and 3 back up agents. 9 total agents. Currently there are 2 supervisors. 7. Question: With the call center and the reports of the phone system and call statistics you wish to run on the system, what kind of reports are you looking for? Are you wanting to have on-demand reporting or scheduled reporting, or both?

Answer: The current contact center is not used to full potential. Supervisors do monitor calls and added agents as needed. I believe without a clear solution of your product on-demand and scheduled reporting would be needed. 8.

Question: Are you wanting to move your fax numbers over to the selected vendor if they are chosen to service your phone system? If so, how many fax numbers does the system have today? Answer: We would like to explore options for our fax number with the selected vendor. We have approximately 50 fax numbers in production. 9. Question: Regarding paging, how many paging locations do you have? This should let us know how many phones are associated with the paging system.

Answer: We have approximately 20 paging locations. However, this may increase based on paging options with proposed solution. 10. Question: Is there anything we need to know regarding your security alarm system or any elevators in any of the buildings? Answer: Most of our "alarms" are wireless with no telephone lines needed. We do have

elevator lines that are not currently part of our hosted voip solution. We would be interested in options to incorporate these lines to the system if reliable connectivity would be maintained and reduction in cost.

No further questions will be accepted. Sealed Proposals are due to Terra Vuncannon at 206 South Ray Street Carthage NC 28327 by 4:30 pm Friday, March 12, 2021. For your convenience, a Bid Drop-Off box is located in the lobby at 206 South Ray Street.

END OF ADDENDUM NO. 2 Terra Vuncannon Purchasing Manager
County of Moore

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 1st day of June, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and True IP Solutions, LLC (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services and ("Services") pursuant to the provisions and specifications identified in Attachments 2 Contractor's Proposal and Hardware Pricing and Attachment 3 Contractor's Service Agreement, 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 through 3.

2. TERM OF CONTRACT

The term of this Contract is from June 1, 2021 through June 30, 2026.

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 \$3,000.00 for June 1, 2021 – June 30, 2021; \$129,402.90 for fiscal year July 1, 2021 – June 30, 2022; \$62,242.55 for fiscal year July 1, 2022 – June 30, 2023; \$61,085.83 for fiscal year July 1, 2023 – June 30, 2024; \$61,307.54 for fiscal year July 1, 2024 – June 30, 2025; and, \$61,594.76 per fiscal year July 1, 2025 – June 30, 2026. The combined five-year total for the contract is \$405,137.93 including tax 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. 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: TRUE IP SOLUTIONS, LLC
ATTN: MICHAEL STEED
P.O. BOX 100
HAMPSTEAD, NC 28443

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 first priority, Attachment 2 will have second priority, and Attachment 3 will have third 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 through 3 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.

COUNTY OF MOORE TRUE IP SOLUTIONS, LLC

Francis R. Quis, Jr., Chairman Michael Steed
Board of Commissioners CEO, President

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.

\s3\

Finance Officer

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ATTACHMENT 1

FN 21-0244 Page 6 of 7

SCOPE OF SERVICES

Contractor will provide all necessary supervision, labor, materials, and equipment required to manage a phone system that is a cloud-hosted VOIP service model.

For background purposes, the County implemented a Cisco Systems VoIP phone system in 2008. This system utilizes third party solution to provide a complete communications system for County use. Most employees have a direct inward dial (DID) number, which mitigates the need for traditional receptionist positions in some offices. The VoIP system is serviced by three full-channel PRIs. The system also provides a Contact Center, call transfer between County 911 phone system, phone paging, overhead paging, external intercom, voicemail including "general", and voicemail to email services.

County currently utilizes approximately 634 phone endpoints and maintains approximately 950 DID numbers.

County Upon full implementation, the solution may include up to 700* users (with multiple devices and/or extensions), up to 1045* DIDs, and various customized call routing paths.

*This does not reflect a firm quantity cap.

DETAILED SOLUTION REQUIREMENTS

Included in the global solution is auto attendants (IVR), call recording, conference bridging (up to 30 participants), Call Centers, call reporting, capability for local administrators of the solution to assign DID lines as well as manipulate the Caller ID associated to each extension and/or user. Ability to maintain call transfer between County 911 phone system is a plus. The following items are system requirements:

- Must meet all current and future Federal Communications Commissions (FCC) laws
- Unlimited local and long distance calling within the United States
- Support multiple lines per user account as well as on phone hardware endpoints
- Detailed call reporting including the ability to troubleshoot the SIP call flow in detail
- Configurable time frames for various calling periods (I.E. Holidays, business hours, etc.)
- For the purposes of billing, a user can have multiple devices, and multiple extensions/numbers, but will be billed as one user by Department (i.e., could have multiple desk phones, softphone, mobile client phone, etc., with multiple line appearances)

The following services should be available to appropriate end user line:

Call Center Agent capability

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ATTACHMENT 1

FN 21-0244 Page 7 of 7

Call recording (full-time as well as on-demand) to be hosted for a minimum of 30-days

Secure Voicemail

Secure Voicemail to email

Three-way calling

Mobile phone client capability (Android and IOS)

Softphone capability (Windows and MacOS)

Flexible ring configuration options. (configurable single-number reach that rings all devices simultaneously, or in a specified cascade order, and is configurable by the end user)

Per user web portal where user can self-configure allowed user options, as well as review call history and retrieve stored recorded calls

PRICING IS PER USER, PER MONTH

Tiers to be including in pricing are:

Number of Users Per User Per Month Cost

1-49 \$7.50

50-149 \$7.50

150-499 \$7.50

500-999 \$7.50

1000 and over \$7.50

Attachments 2 and 3 contains detailed specifications regarding this service.

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ATTACHMENT 2

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ATTACHMENT 3DocuSign Envelope ID: B1C616A1-A504-4BEF-BD2C-3253A7E77D63

Agenda Item: Meeting Date: June 1, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint DATE: June 1, 2021 SUBJECT: Contract for Inmate Medical Services

REQUEST: We are requesting that the Board of Commissioners approve the contract with Southern Health Partners.

BACKGROUND: The Detention Center requested proposals earlier this year for inmate medical services due to the

current contract expiring in June 2021. The proposals increased medical services for the inmate population and number of contact hours at the Detention Center. FINANCIAL IMPACT:

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$369,780.00 (includes \$55,000 cost pool) for fiscal year July 1, 2021-June 30, 2022; \$380,873.00 (includes \$55,000 cost pool) for fiscal year July 1, 2022 – June 30, 2023; \$392,299.00 (includes \$55,000 cost pool) for fiscal year July 1, 2023 – June 30, 2024; \$404,069.00 (includes \$55,000 cost pool) for fiscal year July 1, 2024 – June 30, 2025; and \$416,190.00 (includes \$55,000

cost pool)for fiscal year July 1, 2025 - June 30, 2026 as full compensation for the provision of Services as provided herein. The associated cost for the contract has been budgeted for. IMPLEMENTATION PLAN:

If approved, the contract will commence on July 1, 2021, and will continue through June 30, 2026.

RECOMMENDATION SUMMARY: The Sheriff asks the Board of Commissars to make a motion to approve this contract with Southern

Health Partners and authorize the Chair to sign the same.

MOTION: The Sheriff asks the Board of Commissioners to make a motion to approve the contract with Southern Health Partners and authorize the Chair to sign the same. ATTACHMENTS: 1. Southern Health Partners Contract

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Moore County, North Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 26th day of May, 2021. Services under this Agreement shall commence on July 1, 2021, and shall continue through June 30, 2022, in accordance with Section No. 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Moore County Detention Center (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Moore County Board of Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of medical, basic dental and basic mental health services to inmates of Jail to the extent set forth herein. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. Basic dental services shall mean the starting point of dental services whereby SHP medical staff will triage patients based on signs/symptoms, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with an outside provider. Basic mental health services shall mean the starting point of mental health services whereby SHP medical staff will continue, to the extent practicable, any prior mental health treatment plan a now-incarcerated patient had in place, or, upon identification of a mental health service need, may have an on-site provider(s) prescribe a low-level mental health medication until patient can be scheduled and seen by an outside mental health professional, if needed.

1.2 Scope of General Services. The responsibility of SHP for care of an

inmate commences no earlier than the booking and physical placement of said inmate into the Jail and notification to a member of the SHP medical staff of the same and to the extent SHP medical staff is on-site. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all SHP physician, mid-level provider and nurse staffing, Correctional Behavioral Health tele-psychiatry program, over-the-counter medications, medical supplies, medically-generated hazardous waste disposal, office supplies, and administrative services. SHP's financial responsibility for the costs of emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

SHP may not provide and/or shall not pay for any services, supplies, equipment or other items not specifically contained in this Agreement. Arrangements may be made in agreement with the County for SHP to purchase items or provide services, outside of this Agreement, and by mutual agreement between the County and SHP. Any such agreements shall be in writing.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP shall not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with

County for the transportation of the inmates in accordance with Section No. 1.9 of this
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Agreement. The County shall be responsible for the transportation and for any and all costs associated with the same.

1.4 Emergency Services. When on-site, SHP staff shall be a resource for providing on-site emergency medical care, as medically necessary, to inmates, or for arranging for emergency ambulance transportation of inmates for off-site care. The costs of emergency ambulance transportation shall either be billed directly to County by the provider or placed in the annual cost pool, at the County's election. County acknowledges that, whether or not an SHP staff member is on-site, in the event of a medical emergency, Jail staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate for emergency medical services outside the Jail or to arrange for the transport of an inmate for emergency medical services, and further that, in no event shall Jail staff be required to contact SHP medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate Jail staff believes to be in need of immediate medical care.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail shall be limited by a pool established in the amount of \$55,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$55,000.00 in any year, SHP shall either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$55,000.00, or in the alternative, shall refer all additional qualifying invoices to County for payment directly to the provider of care. The date of service for any cost pool items shall be used to determine the calendar month in which the expenses are applied within the cost pool, unless otherwise advised by the County during reconciliation and/or cost pool billing purposes. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP shall allow a grace period of up to sixty days from the date of invoice, and shall thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed

in full. For purposes of this Section No. 1.5, the pool amount shall be prorated for any contract period of less or more than twelve months.

If the costs of all care as described in this Section 1.5 are less than \$55,000.00 in any year (defined as a twelve-month contract period), SHP will repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$55,000.00 annual limit. County acknowledges that at the end of each contract period, the cost pool billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date will be August 29 based on a contract period schedule ending on June 30 of each year. SHP will continue to process cost pool payments applicable to the prior contract period through August 29 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges received subsequent to the August 29 cut-off date which are applicable to the prior contract period will either be rolled over into the pool for the current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail), hospitalizations and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care.

An inmate shall not be accepted into the Jail by County without first being medically cleared for booking and commitment. Once an inmate has been medically stabilized and committed to the Jail, SHP shall, upon notification by Jail staff to a member of the SHP medical staff of a medical need and to the extent SHP medical staff

is on-site, in accordance with the provisions of Section No. 1.2, provide or arrange for
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medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section Nos. 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or

work-release may be the personal responsibility of the inmate, or covered by workers'

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compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section No. 1.5. Such costs shall not otherwise be the financial responsibility of SHP. Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance.

ARTICLE II: PERSONNEL.

2.1 Staffing. County acknowledges that SHP shall provide an on-site staffing plan consisting of ninety-six (96) nursing hours per week, according to a regular schedule of sixteen (16) hours per weekday and eight (hours) per day on weekends. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

a. Holidays. County acknowledges that SHP shall provide limited flexible coverage of medical staff on SHP-designated holidays.

b. Other Absences. For all other absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, and if it is unable to do so, SHP and County shall negotiate a mutually agreeable remedy.

c. Medication Passes. SHP staff shall prepare all medications for passing. SHP staff shall, when on-site, pass all medications to inmates, on weekdays and in the mornings on weekends. Jail staff

shall be responsible for passing all inmate medications in the evenings on weekends, or otherwise in the absence of an SHP nurse on-site.

d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of North Carolina, and shall be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.3, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

provided or made available by SHP to render services hereunder shall be licensed,
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certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law. SHP shall be responsible for verifying licensure requirements and qualifications, and County shall be responsible for timely background checks and clearance checks upon request by SHP.

2.3 County's Satisfaction with Health Care Personnel. SHP shall have the sole discretion and authority in all personnel hiring decisions. In no event shall the County or Sheriff retain the right to hire and fire SHP personnel. SHP shall retain control over and have the final authority concerning the staffing of its health care personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP shall be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In performing its obligations under the Agreement, it is understood that SHP is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, or other professional healthcare service requiring licensure or other authorization under state law. To fulfill its contractual obligations, SHP may engage physicians or other clinicians as independent contractors, rather than employees, in order to supply the clinical services required under this Agreement. SHP shall engage contract professionals that meet the applicable professional licensing requirements and SHP shall exercise administrative supervision of such contract professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the contract professional is required to exercise. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy.

2.6 Discrimination. During the performance of this Agreement, SHP, its

employees, agents, subcontractors, and assignees agree as follows:

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a. SHP will not discriminate against any employee, applicant, and/or contractor for employment because of age, sex, race, creed, national origin, or disability.

In the event the SHP 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, SHP may be declared ineligible for further contracts with the County.

b. In all solicitations or advertisements for employees, each shall state that it is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. SHP shall provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested by the County. The cost of certification shall be the responsibility of the County. SHP shall also provide additional training courses on a variety of topics, at no cost to the County, upon request by the County to SHP. Such training courses shall be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents. County training of its own staff shall include training regarding intake and screening, and medical services for inmates, as required by federal and/or state statute, regulation, and/or law.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within the proposal and this Agreement.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP shall assist County with the fulfillment of requests for production of medical records for

those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood

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by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record shall be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with North Carolina law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

County has elected to implement an electronic medical records system and acknowledges that SHP shall incorporate the total purchase price of the system in the amount of \$48,600.00 (\$1,350.00 per month) into SHP's base contract fee, to be paid to SHP by County monthly, amortized over a period of thirty-six (36) months, beginning on the effective date of this Agreement. County further acknowledges that, with the exception of the licensure fees, hosting fees, maintenance fees, and initial equipment costs, which are included in the total purchase price of the system, the County will be financially responsible for all costs to integrate the system, and all future equipment necessary to facilitate use of the system. After a period of thirty-six (36) months beginning on the effective date of this Agreement, provided the County has paid in full the electronic medical records system purchase price to SHP, the amount of base contract compensation to SHP shall be reduced accordingly. In the event this Agreement should terminate prior to the expiration of the thirty-six (36) month depreciation term, County may opt to purchase the system for the amount of the undepreciated balance.

3.2 Regular Reports by SHP to County. Upon request, SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable North Carolina law, in order

to assist SHP in providing the best possible health care services to inmates, County

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shall provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. SHP policies and procedures are for use by SHP employees only, and are not intended to establish a standard of medical care, and such information should not be used as final determination of medical service, knowing each situation is individually evaluated, and good prudent medical judgement is to be used. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County shall make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County shall take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are

compromised, SHP may exercise its right to immediately terminate services, in
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accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. SHP shall be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors only in the event such loss or damage was caused by the negligence of SHP or its employees.

4.3 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard causing the SHP medical staff to be unable to complete such services in a timely manner, the County shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by County, State or Federal entity. SHP medical staff shall document and report such issues of backlogs created by inadequate officer staffing levels to the Jail Administrator. The County shall, upon notification by SHP, exercise every effort to bring officer staffing levels back up to standard within a reasonable period of time.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County shall provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. County shall provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP shall return to County's possession and control all medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by SHP.

5.4 Infection Control – Personal Protective Equipment (PPE). SHP and

County understand that adequate infection control PPE are essential and necessary for
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the health and safety of the agents, employees and subcontractors of SHP as well as for the health and safety of inmates and County's staff, consistent with the correctional setting. SHP shall be financially responsible for the reasonable costs associated with providing sufficient infection control PPE for its employees and/or subcontractors in compliance with regular County, State or Federal entity requirements or regulations. In the instance of any outbreak, pandemic, jail directive/instruction, or other unusual infection control situation, additional PPE supplies and/or cost increases above SHP's usual practice and procedure shall be assessed back to the County either through a contracted cost pool structure or direct billing back to the County for reimbursement to SHP.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on July 1, 2021. The initial term of this Agreement shall end on June 30, 2022, and this Agreement shall thereafter be automatically extended for additional periods of twelve months each, beginning on July 1st of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

(a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:

(i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or

(ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

(c) Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section No. 9.3 of this Agreement.

(d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Moore County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates shall belong to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County shall compensate SHP based on the twelve-

month annualized price (based on the County's fiscal year of July 1 - June 30) of

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\$369,780.00 during the initial term of this Agreement, payable in monthly installments.

Monthly installments during the initial term of this Agreement shall be in the amount of \$30,815.00 each. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 180. If the average daily inmate population exceeds 180 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 180. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 180, if any, shall be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment shall be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 185 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount shall be an addition to the regular base fee and shall be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase according to the schedule of rates and terms specified below for each subsequent annual contract period.

Contract

Year

Fiscal Year Avg.

Monthly

Population

Annual Base Amount Per Diem in Excess of

Avg. Monthly Population

(per inmate, per day)

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Year 1 July 1, 2021 -

June 30, 2022 180 \$369,780

(includes \$55,000 cost pool) \$1.25 (Initial)

Year 2 July 1, 2022 -

June 30, 2023 185 \$380,873

(includes \$55,000 cost pool) \$1.29 (Renewal 1)

Year 3 July 1, 2023 -

June 30, 2024 190 \$392,299

(includes \$55,000 cost pool) \$1.33 (Renewal 2)

Year 4 July 1, 2024 -

June 30, 2025 195 \$404,069

(includes \$55,000 cost pool) \$1.37 (Renewal 3)

Year 5 July 1, 2025 -

June 30, 2026 200 \$416,190

(includes \$55,000 cost pool) \$1.41 (Renewal 4)

7.4 Inmates from Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Moore County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions shall be the responsibility of SHP, but as limited by Section No. 1.7. Medical care that cannot be rendered within the Jail shall be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates. County shall be financially responsible for the cost of all inmate prescription medications, specialized medical equipment and supplies in the event of a refusal to pay on the part of the jurisdiction with which Moore County has entered into such contract.

7.5 Responsibility for Work Release Inmates. SHP and County agree that SHP shall be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Moore County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate

injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP and its contractors

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shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP shall notify County in writing.

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

SHP 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 SHP's employees, contractors, and/or agents are required to be certified, licensed, or registered by a regulatory entity or where error in judgment, planning, design, or etc. could result in economic loss to the County.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for the County's defense and their own defense and any judgments rendered against the County and/or SHP in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless and indemnification.

To the fullest extent permitted by law, SHP 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 attorneys and other professionals and costs related to court action or mediation or arbitration) arising out of or resulting from the performance of this Contract

or the actions of the SHP, its officials, employees, or contractors under this Contract or under the contracts entered into by the SHP in connection with this Contract. In no DocuSign Envelope ID: 89303D44-C602-41CC-9145-3B505F6AF748

event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions. This indemnification will survive the termination of this Contract.

To the fullest extent permitted by law, the County does hereby agree to indemnify and hold harmless SHP, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the the County's gross negligence, but only in circumstances where immunities do not apply. This duty to indemnify shall include reasonable attorneys' fees and litigation costs. SHP shall promptly notify the Sheriff of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide for the delivery of health services to inmates at the Jail, as set forth in this Agreement. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or delivered by certified or registered first-class mail (return receipt requested, postage prepaid) or Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), and transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party at the following address and regularly-monitored electronic mail address of such party, or to any other person at any other address and regularly-monitored electronic mail address as may be designated in writing by the parties:

a. County: Moore County Board of Commissioners

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Post Office Box 905
Carthage, NC 28327

Email: _____

With a copy to: Moore County Sheriff's Office

Attn: Sheriff Ronnie Fields

Post Office Box 40
Carthage, NC 28327

Email: _____

b. SHP: Southern Health Partners, Inc.

2030 Hamilton Place Boulevard, Suite 140

Chattanooga, Tennessee 37421

Attn: President

Email: jennifer.hairsine@southernhealthpartners.com and

lacey.lafuze@southernhealthpartners.com

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. 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.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County

is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third

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person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Moore County Sheriff or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.

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9.16 Compliance With Laws. SHP 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.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

COUNTY OF MOORE, NC SOUTHERN HEALTH PARTNERS,
INC.

Francis R. Quis, Jr., Chairman Jennifer Hairsine
Board of Commissioners President and Chief Executive Officer

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.

\s3\
Finance Officer
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Agenda Item:

Meeting Date: June 1, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: May 17, 2021

SUBJECT: Approval to Accept the Coronavirus State and Local Fiscal Recovery Funds as provided under the American Rescue Plan

PRESENTER: J. Wayne Vest

REQUEST:

To make a motion for the County of Moore to accept the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 in the amount of \$19,594,757 and allow the County Manager, Finance Director and other appointed designee to provide and process the needed information to receive and report on the funds.

Request the Board to consider amending the FY2021 Budget Ordinance to include a new Special Revenue fund for the Coronavirus State and Local Fiscal Recovery Funds (Fund 241).

Approve the budget amendment for the Coronavirus State and Local Fiscal Recovery.

BACKGROUND:

The American Recuse Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds designed to deliver \$350 billion to state, local, territorial and Tribal governments. This Act was passed on March 11, 2021. These funds are to respond to the COVID-19 emergency and bring back jobs. The following is a brief description of how funding can be used:

Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;

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;

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,

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.

The County of Moore has been awarded \$19,594,757. This funding will come in two tranches, 50% will be provided beginning in May 2021 and the balance delivered approximately 12 months later.

The Interim Final Rule permits funds to be used to cover costs beginning on March 3, 2021. The deadline to spend funds is December 31, 2024.

Recipients of the funds will be required to submit the following reports:

Interim reports – The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021.

Quarterly Project and Expenditure reports – This report will include any subawards over \$50,000. Reports will be required quarterly. The initial quarterly Project and Expenditure report will cover two calendar quarter from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. Subsequent reports are due quarterly and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Recovery Plan Performance reports – local governments with fewer than 250,000 residents are not required to develop a Recover Plan Performance report.

IMPLEMENTATION PLAN:

Once funds are received, they will be placed in a separate bank account and tracked in a separate Special Revenue fund. A plan on how to best use the funds will be developed in the near future.

FINANCIAL IMPACT STATEMENT:

The payments that the County is expected to receive will be kept in a Special Revenue fund for tracking purposes. Once a plan on how to best use the funds is developed, payments will be made from the Special Revenue fund.

RECOMMENDATION SUMMARY:

Make a motion for the County of Moore to accept the Coronavirus State and Local Fiscal Recovery funds in the amount of \$19,594,757 and allow the County Manager, Finance Director and other appointed designee to provide and process the needed information to receive and report on the funds.

Make a motion to approve the revised Budget Ordinance as attached which includes a new Special Revenue fund for the Coronavirus State and Local Fiscal Recovery (Fund 241).

Make a motion to approve the budget amendment for the Coronavirus State and Local Fiscal Recovery funds.

SUPPORTING ATTACHMENTS:

U.S. Department of the Treasury Quick Reference Guide

Revised Budget Ordinance

Budget Amendment

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)

Funding Objectives

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic

Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector

Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic

Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff

Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

Water and Sewer Infrastructure

Make necessary investments to improve access

to clean drinking water and invest in
wastewater and stormwater infrastructure

Example Uses of Funds

COUNTY OF MOORE
BUDGET ORDINANCE
FY 2020/2021

Final

BUDGET ORDINANCE

AN ORDINANCE ADOPTING THE ANNUAL BUDGET AND SETTING THE TAX RATE FOR THE COUNTY OF MOORE FOR FISCAL YEAR 2020-2021.

WHEREAS, Article 3 of Chapter 159 of the North Carolina General Statutes (NCGS) requires local governments in North Carolina to adopt ordinances establishing an annual budget, in accordance with procedures established in said Article 3, and

WHEREAS, the Moore County Board of Commissioners, following a public hearing as required by law has considered the proposed annual budget for Moore County for the 2020-2021 Fiscal Year,

NOW, THEREFORE BE IT ORDAINED BY THE COUNTY OF MOORE BOARD OF COMMISSIONERS THAT:

SECTION 1 REVENUES

The following revenues are hereby appropriated for operating the County government for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

GENERAL FUND BUDGET SUMMARY

Revenues:

Property Taxes \$69,902,590
Rental Vehicle Tax \$100,000
Sales Tax (Art 39, 40 and 42) \$15,727,867
Sales Tax (Article 46) \$3,100,000
Medicaid Hold Harmless \$633,472
ABC Revenues/Video Franchise Tax \$690,000
Interest income \$1,500,000
Transfer In from Bond Interest/Debt Service \$2,150,000
Transfer In from Fund 482 GO Bonds/Dig Equip \$750,000
Transfer In from Fund 256 MCS Debt Service \$1,620,822
Departmental Revenues and Fees \$10,768,941
Child Support Enforcement \$847,085
Social Services \$5,555,630
Public Health \$748,999
Other Grants \$815,002
Aging/Senior Center \$877,505
Appropriated Fund Balance \$0

TOTAL REVENUES \$115,787,913

SECTION 2 EXPENDITURES

The following expenditures are appropriated to the General Fund and other funds as described in sections 6 through 18 for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

Expenditures

General Government

Governing Body \$215,894
 Administration \$710,754
 Human Resources \$303,875
 Finance \$702,954
 County Attorney \$940,002
 Tax \$2,024,609
 Board of Elections \$615,280
 Register of Deeds \$1,540,545
 Information Technology/GIS \$2,273,096
 Property Management \$4,550,938
 TOTAL \$13,877,947

Public Safety

Sheriff \$7,804,852
 Sheriff-Detention Center \$5,553,097
 Sheriff-Animal Center \$840,832
 Day Reporting Center \$119,486
 Youth Services \$99,402
 Emergency Management/E-911/Fire Marshal \$1,577,517
 TOTAL \$15,995,186

Environmental and Community Development

Solid Waste \$3,092,124
 Planning and Community Development \$478,707
 Planning Code Enforcement \$547,375
 Cooperative Extension Service \$298,033
 Soil and Water Conservation Service \$222,948
 TOTAL \$4,639,187

Human Services

Child Support Enforcement \$801,339
 Veterans Services \$232,757
 Aging/Senior Center \$1,600,047
 Social Services \$9,656,214

Public Health \$4,312,631

TOTAL \$16,602,988

Cultural Development

Library \$663,607

Parks and Recreation \$658,005

TOTAL \$1,321,612

Education

Public School Current Expense \$30,350,000

Public School Capital \$750,000

Public School Digital Equipment \$750,000

Public School Capital Reserve Transfer \$1,140,760

Public Schools Debt Service-Principal \$10,216,383

Public School Debt Service-Interest \$6,461,636

Community College Current Expense \$4,612,262

Community College Capital Reserve Transfer \$571,886

Community College Debt Service-Principal \$779,618

Community College Debt Service-Interest

\$352,597

Community College Debt Service-New Facility \$771,021

TOTAL \$56,756,163

Non-Departmental \$1,185,335

TOTAL \$1,185,335

Transfers

Transfer to New Courthouse Bldg. Capital Project Fund \$2,724,549

Transfer to Parks & Rec Capital Project Fund \$45,000

Transfer to Capital Reserve Fund Solid Waste Loan \$250,877

Transfer to Fund 200 Emergency Services \$450,000

TOTAL \$3,470,426

Debt Service – County P&I (excluding Education) \$1,939,069

TOTAL \$1,939,069

TOTAL EXPENDITURES \$115,787,913

SECTION 3 AD VALOREM TAX LEVY

A. There is hereby levied for Fiscal Year 2020-2021, an ad valorem tax on all property having a situs in Moore County as listed for taxes as of January 1, 2020, at a rate of fifty-one (\$.51) cents per \$100 dollars of assessed value of such property, pursuant to and in accordance with the Machinery Act, Chapter 105 of the NC General Statutes and other applicable laws.

B. There is hereby levied for Fiscal Year 2020-2021, a unified fire tax rate on all property having a situs in the Moore County Fire Protection Service District at a rate of nine and a half (\$.095) cents per \$100 dollars of assessed value of such property in Moore County

which is attached to and made a part of this ordinance.

C. There is hereby levied for Fiscal Year 2020-2021, an Emergency Medical Service Advanced Life Support Tax on all property within such emergency service district, as listed for property taxes as of January 1, 2020, at a rate of four (\$.04) cents per \$100 dollars of assessed value of such property, pursuant to and in accordance with the Machinery Act found in Chapter 105 of the North Carolina General Statutes and other applicable laws. Such tax can be used solely for the purpose of providing Emergency Medical Services.

D. Tax revaluation was calculated during the FY2020 budget which reflected the results of the 2019 County-wide revaluation. As required by North Carolina General Statutes, the Revenue Neutral Tax Rate has been calculated and determined to be \$.4423 cents per \$100 dollars of assessed valuation.

SECTION 4 LEVY OF OTHER TAXES

There is hereby levied, all County Rental Vehicle Taxes as authorized by the NCGS, and other such taxes, as provided in the ordinances and resolutions duly adopted by the Board of Commissioners.

SECTION 5 AUTHORIZED TRANSFER OF APPROPRIATIONS, CONTRACTING LIMITATION, AND OTHER MATTERS:

A. AUTHORIZED TRANSFER OF APPROPRIATIONS

The Budget is adopted at the Fund level and the County Manager or Assistant County Manager, or his/her designee is hereby authorized to transfer appropriations between all County Funds under the conditions listed below:

1. The County Manager, Assistant County Manager, or his/her designee may transfer amounts by budget transfer between departments within a fund without limitation, but they shall be reported to the Board of Commissioners by the Finance Office.
2. The County Manager, Assistant County Manager, or his/her designee may transfer amounts by budget amendment between funds and these budget amendments must be reported and approved by the Board of Commissioners in an itemized report.
3. The Finance Director or designee can approve budget transfers up to and including \$10,000 within the same fund.

B. CONTRACTING LIMITATION

1. Any appropriations for land and new buildings included in this ordinance may be obligated only after approval of the Board of Commissioners.

2. The County Manager, Assistant County Manager, or his/her designee is authorized to obligate through the necessary agreements, contracts, grant agreements, purchase orders or other such documents, funds included in this budget ordinance up to and including \$100,000 for the following purposes:

- a. Initiate grant agreements to public and non-profit agencies;
- b. Leases of routine business equipment; c. Financing Agreements for purchases not including land or buildings;
- d. Consultant, professional, and/or maintenance service agreements;
- e. Purchase of apparatus, supplies, construction, repair work, and materials including where formal bids are required by state law or county policies as long as the Board of Commissioners makes the bid award as required by law;
- f. Agreements for the acceptance of State and Federal grant funds.

3. The County Manager, Assistant County Manager, or his/her designee is authorized to obligate funds through the necessary agreements, contracts, grant agreements, purchase orders or other such documents, included in this budget ordinance at any amount so long as the Board of Commissioners approves/authorizes by majority vote the County Manager, Assistant County Manager, or his/her designee signing said document.

4. The Finance Director or his/her designees is authorized to accept and obligate funds through grant agreements included in this budget ordinance at any amount so long as the Board of Commissioners approves/authorizes by majority vote the Finance Director or his/her designee signing said document.

5. During a State of Emergency situation the County Manager, Assistant County Manager, or his/her designee is authorized to obligate funds through the necessary agreements, contracts, grant agreements, purchase orders, listed in item 2e and 2f above, or other such documents, included in this budget ordinance at any amount as designated in the State of Emergency Declaration.

6. The Health Director is hereby authorized to execute necessary agreements within the Health Operational Fund up to and including \$50,000 in accordance with State law and County policies. The Health Director is to notify the County Manager and Assistant County Manager or his/her designee and provide a copy of any such agreements authorized in this paragraph no later than the next workday. Any amount above \$50,000 must have the approval of the Board of Commissioners unless the Board of Commissioners authorizes the Health Director to approve the necessary agreements.

7. Department Directors are hereby authorized to execute contracts up to and including \$5,000 for their respective departments only.

C. OTHER MATTERS

1. All fees, commissions, and sums paid to or collected by any County official, officer, or agent for any service performed by said official, officer or agent in his/her official capacity shall inure to the benefit of the County and are considered County funds.

2. A Designee of the Finance Director is hereby designated as a Deputy Finance Director for purposes of pre-audit functions pursuant to Chapter 159 of the NC General Statutes.

3. In accordance with Article V of the North Carolina Constitution, the County Manager and Assistant County Manager shall require the following prior to releasing public funds to other governmental agencies or private groups:

- a. The activity to be funded is for a public purpose.
- b. The activity to be funded is one the County is authorized to undertake or for which the County has specific statutory authorization to fund.
- c. Through appropriate means, the County maintains some degree of control over the funds provided through this ordinance to a governmental agency or private group.

4. The County Manager, Assistant County Manager, or his/her designee is authorized to disburse the Moore County Fire Protection Service District tax revenues up to and including the amount approved in this ordinance by the Board of Commissioners. The balance, in this fund, if any, will be held by the County as an apparatus and building reserve for future purchases for the Rural Fire Protection Service Districts upon approval of the Fire Commission.

SECTION 6 ENTERPRISE FUNDS

A. The following funds are designated as Enterprise Funds and are to be accounted for as such:

Water Pollution Control Plant Fund 600 \$5,642,557

Public Utilities Fund 610 \$13,794,488

Note: The East Moore Water District Fund 620 will be accounted for in a separate Budget Ordinance approved by the East Moore Water District Board.

SECTION 7 INTERNAL SERVICE FUNDS

The following funds are designated as Internal Service Funds, and will be accounted for as such:

Self-Insurance/Risk Management Fund 810 \$9,228,842

SECTION 8 SPECIAL REVENUE FUNDS

Annual Special Revenue Funds:

A. EMERGENCY MEDICAL SERVICES / ALS FUND

Emergency Medical Services Fund 200 \$9,467,764

B. EMERGENCY TELEPHONE SYSTEM FUND

Emergency Telephone System Fund 210 \$338,676

C. TRANSPORTATION SERVICES FUND

Transportation Services Fund 230 \$1,161,106

D. SOIL & WATER CONSERVATION DISTRICT FUND

Soil & Water Conservation District Fund 220 \$19,891

E. Fire Protection Service District - The County accounts for the collection and distribution of property taxes on the assessed valuation of taxable property, as listed for taxes as of January 1, 2020, for special districts as listed attached hereto and made a part of this ordinance. The tax rate and appropriations shown on the Fire Protection Service District have been determined by the Fire Commission in conjunction with the various fire department representatives, and the County as necessary for the operation of their fire departments for FY 2021.

Fire Protection Service District Fund 215 \$5,113,790

F. SOCIAL SERVICES CHARITABLE FUND

The Social Services Charitable Fund accounts for funds donated to the department for specific needs.

Social Services Charitable Fund 280 \$15,000

G. SOCIAL SERVICES REPRESENTATIVE PAYEE

The Social Services Representative Payee Fund accounts for funds belonging to individuals who are unable to maintain those funds themselves.

Social Services Representative Payee Fund 281 \$400,000

H. MULTI-YEAR SPECIAL REVENUE GRANTS FUND

1. Multi –Year Grant Fund 240

I. MULTI-YEAR CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

To track Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021. These funds expire December 31, 2024.

1. Multi-Year Coronavirus State and Local fiscal Recover Fund (CSLFRF) 241

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SECTION 9 COMPONENT UNIT FUNDS

The County maintains funds for the Convention and Visitors Bureau, and Moore County Airport Authority, as component units, and shall incorporate the budgets as adopted by the respective boards into the County Accounting records.

Convention and Visitors Bureau Fund 260 \$1,254,000

Airport Authority Fund 640 \$3,716,759

SECTION 10 TRUST and CUSTODIAL FUNDS

The County maintains various trust funds. Trust and Custodial Funds are identified as:

A. Sheriff Department Trust Funds-This department must maintain certain funds for daily operation. The following funds are authorized:

1. Sheriff's Department-Civil Fund-accounts for funds used in the legal aspects of docketing and collection of judgments.
2. Sheriff's Department Inmate Trust Fund-accounts for commissary and inmate services.
3. Special Tax District Municipal Funds-account for the collection and disbursement for special taxing districts and municipalities.

NCGS require individuals who sign checks in Trust and Custodial Funds to be designated Special Deputy Finance Officer for this purpose only. On a monthly basis, each Special Deputy Finance Officer listed below will provide the County Finance Officer with a copy of the reconciled bank statement and a statement of receipts and disbursements. The following individuals are hereby authorized:

Ronnie Fields – Sheriff

Richard Maness – Chief Deputy

Andy Conway - Major

James Furr - Captain

William Flint - Captain

Lydia Craven – Administrative Assistant II

Vonda Purvis - Administrative Assistant II

SECTION 11A CAPITAL PROJECTS BUDGETS

The County uses Capital Project Budgets and has incorporated these budgets into the financial and accounting systems. Capital Project Funds are used to account for capital

projects that span fiscal years and/or may take more than one fiscal year to complete. The following categories of projects are accounted for in such manner:

Vass Phase II Sewer System Improvements Capital Project – Fund 411

Pinehurst #7 Interceptor Replacement – Fund 421

County Facilities Expansion Capital Project – Fund 430

Emergency Communication Narrow Banding Project – Fund 431

New Courthouse Building Capital Project – Fund 432

Parks and Recreation Capital Project – Fund 433

Elections Building Capital Project – Fund 434

Cell 6 Landfill Expansion Capital Project – Fund 435

2010 Limited Obligation Bond Public Utilities Project – Fund 441

2013 Water Sources Project – Fund 447

Airport County Capital Projects – Fund 450

School and College Capital Projects – Fund 470, 480, 481, 482, 483 and 490

SECTION 11B CAPITAL RESERVE FUNDS

The County will maintain seven (7) Capital Reserve Funds as multi-year Capital Project Funds for the purpose of paying for future non-enterprise fund governmental projects, future non-enterprise fund debt service, future enterprise fund capital projects, future school and college projects as listed below:

1. Capital Reserve for Governmental Projects (Fund 250)
2. Capital Reserve for Debt Service – Consolidated with General Fund (Fund 251)
3. Capital Reserve for Enterprise Projects – Consists of 3 separate capital reserve enterprise fund transfers from Water Pollution Control Plant, Public Utilities and East Moore Water Districts funds into this Capital Reserve for Enterprise Projects. (Fund 252)
4. Capital Reserve for Capital Projects for Sandhills Community College (Fund 253)
5. Capital Reserve for Debt Service for Sandhills Community College (Fund 254)
6. Capital Reserve for Capital Construction Projects for Moore County Schools (Fund 255)
7. Capital Reserve for Debt Service for Moore County Schools (Fund 256)

SECTION 12 TEN YEAR CAPITAL PROJECT PLAN

The County Manager has prepared a ten-year capital forecast. It is included as a part of the budget document for planning purposes only. The ten-year capital plan does not authorize the expenditure of funds.

SECTION 13 MOORE COUNTY PUBLIC SCHOOLS

The Moore County School Board may not adjust the County appropriation in any manner without prior approval of the Board of Commissioners in accordance with NCGS 159-13.

SECTION 14 SANDHILLS COMMUNITY COLLEGE

The County has provided funding to the Community College for Current Expense and Plant Fund expenditures in accordance with NCGS 115D-55. The Community College may not adjust County appropriations in any manner without the prior approval of the Board of Commissioners.

SECTION 15 DUAL SIGNATURES ON CHECKS AND ELECTRONIC AND FACSIMILE SIGNATURES

The County will use dual signatures on checks and drafts made on County funds in accordance with NCGS 159-25(b). The signatures of the County Manager or Assistant County Manager and the Finance Director or the Deputy Finance Director, following proof of warrant, are the authorized signatures of Moore County.

Pursuant to NCGS 159-28.1, the County authorizes the use of electronic signatures, facsimile signature machines, signature stamps, or similar devices in signing checks and drafts and in signing the pre-audit certificate on contracts or purchase orders. The Finance Officer will be responsible for the custody of their electronic signature, facsimile machines, stamps, plates, and other devices.

Pursuant to NCGS 66-58.4, the County is authorized to use and accept electronic signatures in the execution of contracts. Any individual authorized to execute contracts on behalf of the County is authorized to do so using an electronic signature. All electronic signatures must be in compliance with NCGS 66-58.5.

SECTION 16 FINANCIAL REPORTING

The Finance Director, or designee, will submit a monthly financial report for the County Manager, Assistant County Manager and the Board of Commissioners and, from time to time, other reports as required by the County Manager, Assistant County Manager and/or the Board of Commissioners.

SECTION 17 RESERVES FOR ENCUMBRANCES

The reserves for encumbrances as of June 30, 2020 and carry over appropriations representing prior commitments as of that date shall be re-appropriated pursuant to NCGS 159-13 to the departments within the various funds unless excluded by the County Manager or Assistant County Manager. Expenditures against these encumbrances may be made during fiscal year 2020-2021 as the previous commitments are satisfied.

SECTION 18 FEE SCHEDULE

The Annual Fee Schedule, which is attached to this ordinance, sets all fees authorized to be charged by the County for County goods, services or other functions provided by County personnel, equipment, including consultation and other such activities; and, is hereby approved.

SECTION 19 INVALID OR UNCONSTITUTIONAL PORTIONS OF THIS ORDINANCE

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

SECTION 20 EFFECTIVE DATE

That this ordinance shall be in full force and effect on July 1, 2020.

Amended the 6th day of October 2020:

Amended the 2nd dayis _____ day of March 2021:

Amended this the _____ day of June 2021:

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams, Clerk to the Board

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Fiscal Year 2020/2021

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Revenue 24132025 36295 - 19,594,757 19,594,757

Expense 24112025 56319 - 19,594,757 19,594,757

Approved this _____ day of _____, 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

120010

Administration - Coronavirus State & Local Recover Funds

Agenda Item:

Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/26/2021

SUBJECT: Appointments / Convention & Visitors Bureau Board

REQUEST:

Reappoint member to the CVB Board.

BACKGROUND:

CVB Board member Bonnie McPeake's term expires June 30. Ms. McPeake serves in one of the required hotel/motel/tourist accommodation owner/operator positions.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Bonnie McPeake to the Convention and Visitors Bureau Board for a three-year term expiring June 30, 2024.

Agenda Item: Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/24/2021 SUBJECT: Appointments / Human Resources Appeals Committee

REQUEST:

Reappoint member to the Human Resources Appeals Committee.

BACKGROUND: The current term of service for Committee member Carla Williams expires June 30. She is willing and recommended for reappointment.

IMPLEMENTATION PLAN: Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY: Make a motion to reappoint Carla Williams to the Human Resources Appeals Committee for a three-year term expiring June 30, 2024.

Agenda Item: Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/24/2021 SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Reappoint two members to the Juvenile Crime Prevention Council.

BACKGROUND: The current term of service for JCPC members David Wall and Caroline Xiong expire June 30.

Each

is willing and recommended for reappointment.

IMPLEMENTATION PLAN: Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY: Make a motion to reappoint David Wall and Caroline Xiong to the Juvenile Crime Prevention Council for two-year terms expiring June 30, 2023.

Agenda Item: Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/24/2021 SUBJECT: Appointments / Local Emergency Planning Committee

REQUEST:

Reappoint member to the Local Emergency Planning Committee.

BACKGROUND: The current term of service for LEPC member Debra Ensminger expires June 30 and her reappointment is requested.

IMPLEMENTATION PLAN: Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY: Make a motion to reappoint Debra Ensminger to the Local Emergency Planning Committee for a three-year term expiring June 30, 2024.

Agenda Item: Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/24/2021 SUBJECT: Appointments / Planning Board

REQUEST:

Appoint members to the Moore County Planning Board.

BACKGROUND: The current term of service for Planning Board member John Matthews expires June 30. He has served one partial term and one full term, which is the limit per the Planning Board bylaws. There are also two existing vacancies due to member resignations from Matthew Bradley (term through June 30, 2023) and David Lambert (term through August 31, 2021). IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records. RECOMMENDATION SUMMARY:

Make a motion to appoint three members to the Moore County Planning Board.

ATTACHMENTS: Applications on File

215 Cove Ct. Aberdeen, NC 28315

fmnewman20@gmail.com

(336) 212-2235

Farrah N. Pulliam

Objective

Position myself in a challenging leadership position as to apply creative problem solving and fine management skills with a growing entity that aligns with my core values.

Experience Mar 2017-Present

Habitat for Humanity of the NC

Sandhills Aberdeen, NC

Construction/Finance Director

Oversees 8 to 10 new and refurbished homes per year and approx. 50 repairs per year in Moore, Richmond, and Hoke Counties

Provides leadership and management to construction, repair program, and finance staff in achievement of goals

Assure that Habitat construction sites are in accordance with City, State, County codes for building and safety

Hold administrative responsibility for public accountability for the affiliate

Provide regular financial reporting to the Board and Finance committees

Oversee processing of all revenue, expenditures, payroll and strategic budgeting with annual \$2 million budget/ \$6.7 million in assets.

Mar 2017 –May 2016 Edward Jones Investments Southern Pines, NC

Financial Advisor

Develop and deepen client relationships

Build and manage an Edward Jones Branch office

Deliver personalized investment solutions to help clients work toward their long-term financial goals

Research and provide clients with information on new and existing products and services

Completing risk analysis for new and current clients

Managed 10 million in assets

May 2016-Apr 2014 Powder Works, Inc. Thomasville, NC

Office Manager/Human Resources

Compile and analyze financial reports

Accounts payable/ Accounts Receivable

Payroll Journal Entries, depositing, and account reconciliation

Negotiate with vendors for procurement

Process: New employees, Insurance, and Workers compensation

Experience

Apr 2014- Nov 2013 Debbie Brower CPA, PLLC Greensboro, NC

Accounting Internship

Facilitate personal and business tax preparations

Generated state and federal reports for payroll accounting clients

Reconciled bank and credit card statements

Maintained and managed client accounts

Jan 2014-Aug 2010 Atlantic Contracting company, Inc Greensboro, NC

Assistant Estimator/M/WBE Coordinator

Minority and Women Owned Business (M/WBE) contract coordinator

Networking and organizing outreach opportunities for contracts

Create all subcontracts with required governmental paper work

Generate and processes finance and account information for current projects

Jun 2006-Aug 2010 PSA Construction, Inc. Randleman, NC

President/Owner

Project Management, Accounting, and Human Resource duties

Brokered and facilitated work contracts with customers

Sales and Marketing: cold calling, Door to door residential and businesses sales, In person sales meetings with residential customers, businesses, HOA boards, schools, government entities, property managers, and other contractors

Facilitated team concept by organizing work project strategies among HOA, subcontractors, employees, and property managers

Education

Dec 2015-May 2014 Guilford College Greensboro, NC

Accounting Major

May 2014

Randolph Technical Community

College Asheboro, NC

A.A. S Degree in Accounting

Phi Kappa Phi Honor Society

Certificates/

Training

Licensed General Contractor -Unclassified- State of North Carolina

Construction Project Management Diploma: NC State University

Certified Notary Public: State of North Carolina

Certified HR Assistant: CAI

Series 7 Exam-General Securities Representative-July 2016

Series 66 Exam-NASAA Uniform Combined State Law Exam-Sep

2016

National Center for Construction Education & Research (NCCER)

20976365 Curriculum Proctor

Computer

Proficient

Microsoft Word, Excel, PowerPoint, Access: QuickBooks Accounting; and Sage 100 Accounting

Interests Moore County Home Builders Association Board Member

May 2019-Present

Moore County Schools Business Advisory Council

March 2019-Present

West Southern Pines Task Force for Neighborhood Revitalization

June 2020-Present

Anton Sadovnikov

257 Magnolia Hill Drive, Carthage, NC, 28327

6172402181 6172402181

anton.sadovnikov89@gmail.com Military

I currently serve on the Planning Board of the Town of Carthage, and am actively seeking to expand my involvement in the community by serving on either the county Planning Board or the Board of Adjustment. I hold a B.S. in Corporate Finance and Accounting and have been trained as a military engineer, with experience in logistics and construction.

Planning Board

Board of Adjustment

04/08/2021

Nicholas LaSala Jr.
975 Cranes Creek Road
813-389-3649 813-389-3649
victorygroup17@outlook.com Small Farm Owner
See Resume

03/14/2021

Mobile: (813) 389-3649 victorygroup17@outlook.com

NICHOLAS LASALA JR, M.B.A., M.A.P.A

Cameron, NC Mobile: (813) 389-3649 victorygroup17@outlook.com

FARMER, SMALL BUSINESS OWNER

Resource Management | Operational Excellence | Logistics Management | Current DoD Security Clearance

Senior-level executive leader with an extensive history of effectiveness through skillful development and implementation of operational strategies within the strategic planning process. Aggressive, disciplined fiscal manager with a history of reducing operational expenditures through skillful allocation of human and material resources. Expert at briefing, presenting, and preparing managers to testify before senior executives, civil leaders, and Congress. Exceptional

interpersonal skills paired with superior decision making allows for successful navigation of complex political, military/government organizations. Extensive experience with Federal Appropriations process, specifically general and special funding sources. Effectively communicates across multiple functional boundaries, generating consensus to improve operations and increase customer satisfaction. Skilled at converting policy into action. Specializes in streamlining and consolidating operations at all levels. Military background provides unique insight into government contracting, budgeting, reporting, and management of civil and military support programs.

AREAS OF EXCELLENCE

Strategic Planning & Execution Continuous Process Improvement

Reorganization, Streamlining & Personnel Assignment Leading, Managing, Mentoring

Project & Program Management Reporting & Documentation/Requirements Analysis

Budgeting Management and Forecasting Emergency Planning, Management & Operations

Cross Departmental Communication/Coordination SME Policy Formulation and Enforcement

Compliance and Oversight Conflict Resolution

PROFESSIONAL EXPERIENCE

Farmer, Small Business Owner

August 2020 to

Present Victory Vineyard, LLC Vice President and Chief Operating Officer in charge of all daily operations for a 10-acre farm consisting of Muscadine Grapes, Blueberries, Dewberries, hay and managed forest land. Leads, mentors, and trains a property manager in all aspects of running a farm. In charge of all logistics, budgeting, accounting and recordkeeping of the farm.

Created the farm business plan complete with financials

Designed the blueberry and grape layouts

Planted 113 bareroot blueberry plants

Built 6 x 100' grape trellises and planted 68 bareroot grape plants

Created a 5-year farm plan to account for business growth and maximize available land

Director

2018 to 2020 Strategic Initiatives Group, Pentagon Lead Strategic Planner and Principal advisor to the Army Comptroller, a 3-star general officer and the Assistant Secretary of the Army; providing analysis and recommendations on the near-term objectives and the 10-year strategic plan; the key executor of enterprise-wide Army financial management strategies and change management functions across people, technologies, and processes.

Mobile: (813) 389-3649 victorygroup17@outlook.com

Created and implemented the strategic plan for Army Financial Management restructure, policy, procedures and training for

over 16,000 enterprise-wide financial professionals and saving the Army nearly \$2B in the first year; and ensuring the

necessary support to the Army Campaign Plan and National Defense Strategy

Developed and executed the plan to communicate the strategic direction of Army financial management into 2028; which

included print and visual media engagements of senior executives, internal and external information and educational products,

and briefings to senior Army decision makers

Developed and taught Fiscal Stewardship curriculum, and updated enterprise fiscal strategy instruction, at the Army War

College, Command and General Staff College, and Army Senior Executive Leadership training courses

Director

2016 to 2018 Financial Management Support Center, Hawaii Principal advisor to the commanding (chief executive) officer; manages all aspects of US Army financial services in the Pacific Theater. Includes commercial vendor services, accounting, disbursing, and banking. Key member in strategic planning process;

developing Theater and Army Financial Services structure, policy, and standardized business processes.

Prepares financial analysis and provides input to the strategic planning process for Army contingency plans in the Pacific,

including natural disaster and continuity of operations planning

Directs, trains, and mentors a 40-person team-of-teams supporting over 22,000 employees; establishing a reputation as an

organization that gets results

Key member in the Army-wide restructure of Financial Management Services; briefs General Officers on analysis of options

Establish key Theater fiscal relationships outside direct supervisory chain to provide fiscal services across all military branches

Chief Financial Officer

2011 to 2016 Joint Special Operations Command, North Carolina

Principal advisor to the commanding officer; manages all aspects of budget formulation, execution, costing, financial services, accounting, interpretation of legislative action, and fiscal controls in support of global operations. Key member in strategic decision-making process; developing forward-looking solutions to complex issues. Prepares senior leaders for Congressional Testimony.

Prepares and executes the annual ~\$1.0B+ operating budget in accordance with US Code and GAAP, of a matrix and

multinational organization

Directs, develops, and mentors a 42-person team-of-teams supporting a global organization of over 6,500 employees;

establishing a culture of credibility, stewardship, and fiscal excellence

Leads enterprise-wide “as-is” and “to-be” analysis and blue-printing efforts for implementation of a first ever SAP/ERP

solution in preparation for congressionally mandated Financial Auditability requirements

Develops “best-in-class” fiscal controls, as documented by external auditors for 5 years

Leads enterprise Internal Control efforts; monitoring, analyzing and reporting on over 100 controls through a rigorous internal

review process; driving down operational risk and increasing organization efficiencies

Develops policy for global fiscal operations in a complex legislative environment

Lauded by senior executives for navigating the enterprise through mandated furloughs and a two-week government shutdown

Chief Financial Officer

2006 to 2011 75th Ranger Regiment, Georgia

Principal advisor to the commanding officer; managed all aspects of budget formulation, execution, accounting, and fiscal controls in support of global operations. Participated in operational and tactical decision-making process; anticipating solutions to

complex issues in a dynamic matrix organization.

Recognized as Army Comptroller of the Year for 2009

Prepared and executed the annual \$67M operating budget in accordance with US Code and GAAP

Developed and mentored a 21-person team-of-teams supporting a global organization of over 3,100 employees; establishing a

culture of credibility, stewardship, and fiscal excellence

Led enterprise Internal Control efforts; monitoring, analyzing and reporting on controls through internal reviews.

Led a comprehensive zero-based budget review; identifying efficiencies in execution allowing for reprioritization of limited

resources toward emerging organizational priorities

Mobile: (813) 389-3649 victorygroup17@outlook.com

OTHER NOTABLE POSITIONS Logistics Officer, Joint Special Operations Task Force, Afghanistan 2011

Logistics Officer, Joint Special Operations Task Force, Iraq 2008 & 2009

Training Officer, 78th Infantry Division, Utica, NY 2001-2003

Company Commander, 101st Airborne Division, Fort Campbell, KY 1999 – 2001

Logistics Officer, 1-506th Infantry, South Korea 1998 – 1999

EDUCATION AND OTHER SPECIALIZED TRAINING

Master of Business Administration (MBA), 2004 WHITMAN SCHOOL OF MANAGEMENT, SYRACUSE UNIVERSITY, Syracuse, NY

Master of Arts in Public Administration (MAPA), 2004 THE MAXWELL SCHOOL OF CITIZENRY AND PUBLIC POLICY, SYRACUSE UNIVERSITY, Syracuse, NY

Bachelor of Science, Business Management and Administration (BS), 1993 NORWICH UNIVERSITY, NORTHFIELD, VT

Recruiting and Hiring Training (ACCU-Hire)

Lean 6 Sigma Yellow Belt Training

Active Listening Training

Civilian Supervisor Training

Certified Defense Financial Manager (CDFM)

Defense Comptroller Graduate Program, with advanced studies in Economics, Managerial Accounting, Activity-Based Costing, Federal Contracting, DoD Comptrollership, Policy Analysis, and Project Management

Numerous military awards, including the Bronze Star and Joint Awards

Victor D. Deese

265 Almond Drive Cameron, NC 28326

334-224-4331 334-224-4331

victor.deese@gmail.com US Army Officer (LTC, Engineer)

24 Years of executive leadership in operational and strategic environments. I am retiring from active duty on 11/03/20.

Masters in Construction Management (Western Carolina-2019)

MPA (Webster University-2004)

BA in Political Science (UNC Chapel Hill-1993)

Seven years of local government experience as a City Planner/Project Manager (1993-2000)

Planning Board

Subdivision Review Board

05/27/2020

VICTOR D. DEESE

Lieutenant Colonel, Corps of Engineers United States Army Fort Bragg, NC 28310 334-224-4331

Victor.deese@gmail.com PROFESSIONAL SUMMARY AND OBJECTIVE

Focused executive leader with 24 years of experience in positions of increasing responsibility at all levels of the United States Army. Professional Planner and Program Manager leading all aspects of physical asset management, construction, operations, and organizational development. Seeking an opportunity in a professional environment where I can apply my leadership skills, military construction experience, and entrepreneurial spirit. FOCUS AREAS
-Strategic Master Planning -Construction & Project Management -MILCON Budget Development -Leader & Team Development -Facility Operations & Maintenance -Local Government Assistance

EXPERIENCE

United States Army, Engineering Officer (1996-Present)

Command Engineer (Program Manager), 1st Special Forces Command (Airborne), Fort Bragg, NC (2019-Present)

- Responsible for the planning, coordinating resources and execution of engineer support to seven (7) Special Forces Groups, two (2) Psychological Groups, one (1) Civil Affairs Brigade and one (1) Sustainment Brigade. Provides policy, guidance, direction and oversight on all aspects of a \$1 billion Military Construction program and a \$6 million annual Facility Sustainment, Restoration and Modernization program.
- Responsible for the operations and maintenance of over 12 million square feet of existing facilities. Conducts installation engagement, master planning, and global operational support requirements across the spectrum of conflict. Supports Special Forces growth and transformation in accordance with the USASOC 2035 campaign objectives.

Battalion Commander (CEO), 1-395th Brigade Engineer Battalion, Fort Hood, TX (2017-2019)

- Responsible for the training of mobilized Army National Guard and Army Reserve units deploying to Afghanistan, Iraq, and other Overseas Contingency Operations. Synchronized the planning, preparation and oversight of Crew Mounted Gunnery, Convoy Life Fires, CROWS Weapon Systems, C-IED and Protection War fighting Functions and Life Cycle battalion operations.
- Responsible for planning, resourcing, and training execution for four company teams and HQ element; developed professional, trained and ready Soldiers that were equipped with the most current lessons learned and tactics, techniques and procedures to implement relevant, realistic and challenging training on threats to deploying units.
- Responsible for the leader development of over 250 unit personnel; maintained unit asset accountability of \$16 million and a unit operating budget of \$950K.

Engineer (Project Coordinator), Capabilities Directorate Integrations Directorate, Fort Benning, GA (2015-2017)

- Responsible for the tactical and technical engineer integration solutions across all Army mechanized, airborne and wheeled formations. Coordinated across Army proponents to accomplish project development of assigned Infantry program systems. Ensured requirements were aligned with material development cost, schedule, and performance standards. Worked with Army formations and various Fort Benning, GA agencies to provide Engineer related expertise such as CIED defeat efforts and subterranean breaching operations.

Engineer (Instructor), Combined Arms Integration Division, Fort Benning, GA (2014-2015)

- Responsible for the primary instruction of over 5,000 maneuver officers and officer candidates on Engineer Operations. Planned, prepared and executed formal instruction as part of the Maneuver Captains Career Course, Infantry and Armor Basic Officer Leaders Courses, Officer Candidate and functional courses. Instruction included leadership development, Engineer doctrine and associated techniques of engineering operations.

Operations Officer (Project Manager), 35th Engineer Battalion, Fort Leonard Wood, MO (2011-2014)

- Responsible for analyzing, planning and directing the training and operations of the largest Engineer Brigade in the Army, with a daily average of over 3,500 Soldiers and 200 civilians training and operating at six installations across the United States.
- Responsible for the oversight of brigade training, operations, planning and construction, encompassing a budget of nearly \$5 million.
- Responsible for the development of the Work Breakdown Structure, risk mitigation strategy for five facility upgrades totaling approximately \$5 million at Ft Leonard Wood, MO; monitored the project progress and communicated project status to stakeholders; project deliverables were a multi-purpose demolitions training facility, four 200 persons state of the art classrooms, two 1,500 SF latrines and two 20,000 SF storage facilities.
- Second in command of an 800 Soldier battalion; managed \$1.6 million operations budget.

Division Engineer (Program Manager), 82nd Airborne Division, Fort Bragg, NC/Afghanistan (2008-2010)

- Responsible for the development of project schedules, budgets and risk management plans; executed defined tasks and measured project performance; deliverables included over 100 living quarters spray foamed, valued at \$28 million and housing and dining facilities worth over \$300 million for the Afghan National Army; served as contracting officer representative for the afghan spray insulation contract valued at \$28 million.
- Responsible for the oversight for the execution of construction projects worth over \$300 million for the Afghan National Army, 201st Corps.
- Primary planner for all facilities maintenance and construction within the 82nd ABN DIV; managed oversight of approx. \$360 million in divisional constructions and managed facility maintenance in excess of \$5 million.
- Daily interaction with executive levels of Directorate of Public Works, Army Corps of Engineers; managed three civilian facility managers for over 200 real property facilities.
- Planned, prepared and executed engineer assessments and construction contracts; supervised construction projects that included 50 billeting huts (\$900K), guard towers installations (\$850K) and winterization efforts (\$900K).

- Transition Team Engineer (Project Manager), 36th Engineer Group, Iraq (2005-2006)

- Assistant Group Engineer (Project Manager), 3rd Special Forces Group, Afghanistan/Fort Bragg, NC
(2003-2004)

- Brigade Training & Construction Officer, 20th Engineer Brigade, Fort Bragg, NC (2000-2003)

- Senior Village Planner, Village of Pinehurst, NC (1999-2000)

- Provided Planning and Zoning staff augmentation that included technical and strategic planning, site plan review, zoning and code enforcement expertise. Served as liaison to the Planning and Zoning Boards and Board of Adjustment.

Project Manager, The Wooten Company, Greenville, NC, (1994-1999)

- Managed six local government Community Development Block Grant (CDBG) Programs totaling over \$10 Million. Responsible for drafting the Scope of Work, bidding process, contract award and construction inspections of over 300 residential structures.
 - Provided staff augmentation that included technical planning, zoning and code enforcement expertise to NC municipalities such as the City of Lumberton and Town of Bethel.
- EDUCATION

Western Carolina University
January 2016-May 2019

Air University, Maxwell Air Force Base
Science July 2010-June 2011

US Army Engineer School Fort Leonard Wood, MO -Engineer Officer Advance Course
Graduate May 2004-October 2004

Webster University St. Louis, MO -Masters degree in Public Administration
October 2002-October 2004

US Army Engineer School Fort Leonard Wood, MO -Engineer Officer Basic Course Graduate
November 1996- April 1997
UNC Chapel Hill Chapel Hill, NC -BA in Political Science, Concentration in Public Administration
May 1990-August 1993
PROFESSIONAL SCHOOLS Joint Engineer Officer Course (JEOC) Engineer Advanced Officer's Course
Engineer Basic Officer's Course
PROFESSIONAL MEMBERSHIPS Society of American Military Engineers (SAME) Army Engineer Association
(AEA) Veteran of Foreign Wars (VFW) Military Officer's Association of America (MOAA)
Project Management Institute (PMI) American Planning Association (APA) REFERENCES Lieutenant Colonel
James Welch, Battalion Commander, Birmingham, AL, (706) 626-2416 Colonel Mike Biankowski, Director of
Instruction, Fort Leonard Wood, MO, (912) 435-8987
Steve Player, The Wooten Company, Raleigh, NC, (919) 828-0531 Colonel Scott Preston, District Commander,
Tulsa, OK, (703) 389-7991 Dr. George Ford, Director, Mississippi State University, Starkville, MS, (828) 506-9942
SECURITY CLEARANCE Top Secret, Sensitive Compartmented Information (TS/SCI); Expires 2026
PROFESSIONAL CERTIFICATIONS OSHA 40 HAZWOPER: Certificate #2001121311933 (Issued 1/12/2020)
Project Management Professional (PMP) Certificate of Completion-35 PDUs (Issued 11/6/2019)

Linda Vandercook

36 Pine Ridge Dr, Whispering Pines, NC 28327

253-267-4345 253-267-4345

LMVANDER@OUTLOOK.COM Operations Program Manager

Accomplished software developer turned program manager with over 20 years of broad IT experience and 12 years of software development. Multi-faceted volunteer experience, supporting local charities and organizations. Served in roles as treasurer, planning committee member, and board member.

Community College Trustees

Jury Commission

Workforce Development Board

Local Emergency Planning Committee

01/23/2021

LINDA VANDERCOOK

Email: lmvander@outlook.com Ph: 253-267-4345

Whispering Pines, NC

OBJECTIVE

Actively engage in Moore county boards to support and further develop my local community. BACKGROUND

Multi-faceted volunteer experience, supporting local charities and organizations—driving change through fundraising and hands-on involvement. Spanning beach and trail clean-up, Habitat for Humanity, voter engagement, and animal shelters. Served in roles as treasurer, planning committee member, and board member. Accomplished software developer turned program manager with over 20 years of broad IT experience and 12 years of software development.

Proven ability to deliver customer-critical solutions within tight deadlines. Possesses strong problem-solving aptitude, technical writing skills, and demonstrated ability to learn new skills, allowing faster implementation of new technologies and project advancement.

PROFESSIONAL EXPERIENCE

Operations Program Manager Feb 2018 – current ThriftBooks Global, Tukwila, WA (remote)

ThriftBooks is the world's largest online used book seller, carrying over 8 million books in stock at any given time, selling and shipping over 100,000 books daily. Innovation in processing and selling of used books has allowed ThriftBooks to dominate the online used book market. Its entire process of sales and fulfillment was developed internally using the latest technology and supply methods.

- Refine and build the operations program roadmap over time to achieve and maintain operational efficiency in our fulfillment center and logistics operations
- Work closely with business partners to understand business and functional requirements and prioritize appropriately
- Drive operations engineering programs through project completion within time, cost, and quality constraints
- Establish and maintain cross-functional, integrated project plans and schedules
- Communicate project status to stakeholders and proactively inform management of issues and risks

Software Developer

July 2010 – Feb 2018 ThriftBooks Global, Tukwila, WA

- In-house subject matter expert on key Processing Center applications and fulfillment chain
- Developed cross-department application for managing buyers, suppliers, and loads, serving as first-contact data collection system for logistics, integrated with account management and accounting
- Started as only developer on staff, developing warehouse applications and collaborating with C-suite team, supporting department growth into 12-person development team

Application Systems Analyst/Programmer, Senior June 2008 – June 2010 DLA-DLIS, Federal Center, Battle Creek, MI
Defense Logistics Agency (DLA) provides supply support and technical and logistics services to all US uniformed services and several federal agencies. The agency is the one source for nearly every consumable item, whether for combat readiness, emergency preparedness, or day-to-day operations inside Department of Defense (DOD).

- Managed all phases of development--requirements/specifications meetings, design, prototyping, coding, and final user sign-off
- Assumed existing Web development project, coordinated, and completed its functionality, ultimately bringing it to go-live and into the next development phase
- Created data fixes and report queries to support mission-critical contractual changes and government-to-vendor obligations

VOLUNTEER EXPERIENCE

Treasurer, voting board member, and volunteer 2018 – 2020
Rabbit Haven, Gig Harbor, WA

- Prepare financial statements and ensure reporting compliance with local and state laws
- Participate in board meetings to actively drive the direction of the shelter and events
- Donor manager and fundraising
- Hands-on shelter volunteer

EDUCATION

Bachelor of Science in Computer Science December 2008
Western Michigan University, Kalamazoo, MI

- Graduated Summa cum Laude, College of Engineering and Applied Sciences

Bachelor of Arts in English May 1999
University of Colorado, Colorado Springs, CO

- Graduated Summa cum Laude, with distinction, College of Arts, Letters, and Sciences

References available upon request

LTC(R) John Gagan

410 Michael Rd, Whispering Pines, NC 28327

910-690-6778 704-694-9301

Jgagan99@yahoo.com Retired Army Officer /Army JROTC

Instructor, Anson County High School

I'm a Moore County native looking to give back to my community. I have served in a myriad of key leadership positions during my 23 year military career. I have experience leading, planning, and team building. I have served on many executive- level committees. I'd be honored to serve the citizens of Moore County in any capacity needed.

Airport Authority

Transportation Advisory Board

Planning Board

Emergency Planning Committee

12/03/2020

John Gagan
410 Michael Rd
Whispering Pines, NC 28327

(910) 690-6778
Jgagan99@yahoo.com

Summary of Qualifications

Results oriented Army leader with 23 years of experience across diverse and challenging assignments. Agile and adaptable, quickly assimilating into any organization. Experience in operations and mid-level management. Safety conscious, incorporating risk management into all operations. Collaborative and dependable team player, looking for opportunities in an organization that fosters leadership, personal and professional growth, and industry-leading innovations.

Experience and Accomplishments

US Army 1997-2019: Retired US Army officer serving in key leadership positions from platoon to corps level units, culminating as the US Army Training Center and Fort Jackson Command Inspector General.

Anson County Schools, Wadesboro, NC- Senior Army Instructor

January 2020-Present

The Army JROTC Instructor is responsible for:

- Implementing the overall JROTC unit program according to national and state standards.
- Works with other assigned instructors in promoting cadet intellectual, social, patriotic, character education, and physical growth.
- Is also responsible for implementing the military service's national education curriculum and program requirements to include the preparation, planning, coordination, and supervision of all co-curricular service learning, special activities or events.

US Army Training Center, Fort Jackson, SC – Command Inspector General

May 2015 – 01 February 2019

40 hours/week

- Executes the four functions of the Inspector General: Inspections, Investigations, Assistance, and Teaching and Training
- Review and synthesize data and reports from multiple sources in order to advise the commanding general on the state of command. Identify areas in need of improvement and develop solutions.
- Develop and execute annual installation inspections program to determine root causes of systemic issues and recommend process improvement solutions.

- Interpret and communicate regulatory policies and procedures.
 - Trusted agent in the Fort Jackson community, aiding and successfully resolving issues for a service base of more than 200,000 constituents in the greater Columbia, SC area.
 - Investigates and responds to issues and allegations of impropriety, and fraud, waste, and abuse.
- Soto Cano Airbase, Honduras - Deputy Director of Operations

August 2013 – February 2014

60 hours/week

- Planned, coordinated and supervised execution of multi-national operations in support of joint services, inter-agency, inter-governmental and multi-national partners within Central America.
- Organized and managed a 35-member joint operations directorate, providing 24-hour mission command in support of emergency response, counter- transnational organized crime, foreign humanitarian assistance, disaster response, and search and rescue operations in the Central America Area of Responsibility (AOR).

Fort Bragg, NC and Baghdad, Iraq – Corps Aviation Operations Officer

December 2010 – August 2013

80 hours/week

- Managed multi-use airspace to facilitate joint service and combined arms operations.
- Coordinated multi-national aircraft operations to facilitate safe and effective transit of thousands of flights in support of US forces in Iraq during Operation New Dawn.

Raleigh Recruiting Battalion, Raleigh NC – Recruiting Operations Officer

June 2006 – June 2009

50 hours/week

- Led a 50-member team to supply critical manpower requirements to the US Army during the height of combat operations in Iraq and Afghanistan.
- Managed successful recruiting campaigns; yielded over 3000 new recruits.
- Managed the company's Future Soldier population.

Hunter Army Airfield, GA and Baghdad, Iraq – Aviation Maintenance Manager, AVIM Platoon Leader and AVUM Company Commander, 3RD Infantry Division Combat Aviation Brigade

June 2003 – June 2006

80 hours/week

- Organized, trained, and led a company of 100 aviation maintainers in support of Operation Iraqi Freedom III.
- Managed aircraft maintenance production and quality control sections; resulting in zero hours lost due to accidents or incidents.
- Managed aircraft flight hour utilization flow.
- Planned and conducted phase maintenance on AH-64, CH-47, and UH-60 aircraft.
- Maintained 32 aircraft at a 90 percent operational readiness rate in support of an annual 12000 combat hour flying program.

- Rated Army aviator with 700 hours total time rotary wing flight hours, including over 100 combat flight hours.

Education and Training

MS, Military Arts and Science-US Army Command and General Staff College, Fort Leavenworth, KS, 2010

BS, Criminal Justice-East Carolina University Greenville, NC, 1997

AA, General Education- Sandhills Community College Pinehurst, NC, 1995

US Army Cadet Command JROTC Certification, 2019

OSHA 30 General Industry Course, 2019

Lean Six Sigma Green Belt Course Completion Certificate Fort Belvoir, VA, 2017

John Reid Investigative Interviewing and Advanced Interrogation Techniques Lexington County Sheriff's Department, Lexington, SC, 2015

US Army Inspector General Course Certification Fort Belvoir, VA, 2014

US Army Aviation Maintenance Manager's Course Fort Rucker, AL, 2003

Top Secret Security Clearance

FAA Rotary Wing Rating Fort Rucker, AL, 1998

US Army Rated Aviator Fort Rucker, AL, 1998

Volunteering:

- Serving as Chairman, Rocky Creek Elementary (RCE) School Improvement Council, 2017-19
- Selected to serve on the Lexington One School District Facilities Improvement Study, 2018
- Selected as a member of the Lexington One School District's Parent Advisory Council, 2018-20
- Road to Recovery driver for the American Cancer Society

Brett Bevelacqua

60 Sedgwyck Drive

845-365-3665 845-365-3665

brett@hmpfilms.com Real Estate Broker

My relevant experience as a real estate broker gives me specific knowledge and an understanding of County issues, ordinances and laws that would allow me to serve with a purpose on the Planning Board. I am prepared, willing to listen and I pride myself on only being fair-minded but also open to learning all I can about the subject at hand.

01/21/2021

Brett Bevelacqua
60 Sedgwyck Drive
Pinehurst, North Carolina 28374
Mobile (845) 365-3665
brett@hmpfilms.com

EXPERIENCE

2019 to 2020 - KELLER WILLIAMS PINEHURST NC Licensed Real Estate Broker/Compliance Coordinator/
Technology Coach

Prepared and ran bi-weekly staff sales meetings. Conducted weekly seminars and training sessions regarding newly launched proprietary technology. On-boarded new and established brokers as they joined the Market Center, including but not limited to, creating social media websites, building websites, creating signs, business cards and additional marketing material. Point person for all national and regional instruction within the Market Center.

2016 to 2018 - KELLER WILLIAMS REALTY GROUP NYS Licensed Real Estate Salesperson

Prepared documents such as representation contracts, purchase agreements, closing statements and leases. Accompanied buyers during visits to and inspections of property, advised on the suitability and value of homes based on current market conditions. Advised sellers how to make homes more appealing to buyers, increasing average selling price.

2012 to 2016 - MLB NETWORK FCP/Adobe Premiere Producer/Editor, After Effects Compositor

Worked independently on day-to-day MLB game promos. Designed look on individual one-off promos. Produced and edited numerous sizzles promoting the network for MLB teams and the Network's partners. Assisted in the launch and delivered the first promos for NHL.

2013 to 2015 - NBC SPORTS Avid Editor, After Effects Compositor, Producer

Weekly execution of on-air promotion for primetime's most watched show, NBC's Sunday Night Football. Launched promo campaigns for 2014 & 2015 Notre Dame Football on NBC as well as Horse Racing's Triple Crown programming. Collaborated with NBC's Senior Executives to produce and edit five sizzle reels for 2015 Cable Upfronts resulting in best ad sales numbers in NBC's history. Designed promo templates to be used among all NBC Regional Sports Networks. Shared duties in the reorganization and archiving of three years of on-air promotion assets.

2010 to 2012- BLOOMBERG TV Avid, Final Cut and Edius Producer/Editor

Sole editor for Bloomberg TV's promo department. Shot video, edited shows and news packages as needed. Produced soundbites for air as part of Bloomberg's tape desk. Key part of the team responsible for the SD to HD relaunch.

2009 HOT MAGMA PRODUCTIONS, YARD WORK (Feature length documentary, aired on NESN, SNY)

Writer/Director/Camera, Narrator, Final Cut Editor, After Effects Compositor as well as ad sales. Yard Work did a 2.93 Nielsen rating, becoming the highest rated non-live show in 2009 on NESN.

1995 to 2002 & 2006 to 2008 CNBC Avid Editor On-Air Promotions

Worked with a team of producers to brainstorm, produce, design and edit all of CNBC's network promotions. Implemented and then delivered the first non-linear edits for the Network.

2002 to 2006 MSNBC Avid Editor Documentaries

Responsibilities included the daily editing of numerous one-hour long documentaries. Lead editor on MSNBC's Headliners & Legends. Turned around many breaking news hour-long programs in under a 24 hour period.

EDUCATION

2019 KELLER WILLIAMS UNIVERSITY - Career Visioning & Train The Trainer

1997 FUTURE MEDIA CONCEPTS - Avid Master Class

1993-1995 ROCKLAND COMMUNITY COLLEGE - Communications Major

Brian Numerick

Carthage, North Carolina, United States

brian.numerick@gmail.com 573-337-0953

linkedin.com/in/briannumerick

Summary

Management professional and 22 year military veteran. Qualifications include outstanding leadership ability with diverse groups; expertise in analyzing complex issues and designing and implementing effective solutions; excellent written and oral communication skills.

Specialties: Operations; planning; administration; research and analysis; security management; policy and doctrine development; physical security; antiterrorism; critical infrastructure protection; emergency management; continuity of operations planning; law enforcement administration.

Experience

Chief Physical Security Officer, Army Reserve Command

US Army

Apr 2011 - Present (9 years 8 months +)

Senior physical security program manager for the Army Reserve.

Lieutenant Colonel (Retired)

US Army

May 1989 - Jun 2011 (22 years 2 months)

Retired after 22 years active duty in the US Army.

Senior Operations Director, HQ Army Reserve Command

US Army

Nov 2009 - May 2011 (1 year 7 months)

Direct and control current operations for the Army Reserve Command, consisting of more than 1800 Army Reserve units and 205,000 Soldiers. Supervise and provide human resource management functions for 10 Soldiers and 2 civilian employees. Perform crisis and emergency response planning and activities, including continuity of operations (COOP) plans and programs. Manage resources, people, and activities supporting the Army counter-drug program and Operations Security (OPSEC). Manage critical information requirements, assignment and tasking of units to perform missions in support of Army requirements, and function as supervisory operations manager during emergency response operations.

Director, Police Intelligence Center, HQ Department of the Army

US Army

May 2009 - Nov 2009 (7 months)

Director of the Antiterrorism Operations Intelligence Cell (ATOIC), an intelligence, criminal intelligence, and law enforcement information fusion center in support of the Army G-3/5/7. Supervised and provided human resource management functions for a team of 13 intelligence and law enforcement professionals and managed the research, analysis, and dissemination of all-source intelligence, including criminal

Brian Numerick - page 1

intelligence, in order to provide warning of threats posed by terrorist/criminal groups to Army personnel and missions world-wide. Researched and analyzed events and provided assessment reports, briefings, and finished analysis products to assist leaders in determining terrorist threat levels, threat countermeasures, and crime prevention requirements. Provided crime trend and terror threat trend analyses in support of resource allocation decisions at the HQDA and subordinate command levels. Managed assessments of subordinate criminal intelligence programs in support of Antiterrorism. Formulated policy, and provided input into Army doctrine for criminal intelligence, and intelligence support to Antiterrorism and Protection. Prepared and presented briefings to senior Army leaders. Conducted daily staff coordination to gather, share, and disseminate current information on threats to Army equities. Significant achievements include: conducted a comprehensive ATOIC mission analysis and a bottom-up review within the ATOIC that included research and knowledge of pertinent laws, regulations, policies, principles, concepts, methodologies, and techniques in the development of criminal intelligence, resulting in a campaign plan that provided strategic focus and drove internal improvements in systems for fusing law enforcement information reporting, criminal intelligence, and terrorism intelligence threat data; credited with revitalizing the ATOIC and putting it on the cutting edge of processes and products in the area of intelligence support to Antiterrorism.

Antiterrorism Program Director, HQ Department of the Army

US Army

Jan 2008 - May 2009 (1 year 5 months)

Senior Antiterrorism (AT) Officer for the Army, reporting to the Provost Marshal General of the Army with direct support to the Army Deputy Chief of Staff for Operations, G-3/5/7. Managed the Army Antiterrorism and High Risk Personnel (HRP) programs including: strategic planning; programming and resourcing; Department level policy development; Antiterrorism assessments and evaluations to ensure program effectiveness, including executive management responsibility for Army equities in the Core Vulnerability Assessment Management Program (CVAMP); and oversight of Antiterrorism training and education programs. Represented the Army in DoD, Joint, and interagency meetings and conferences. Coordinated AT and HRP security program and policy issues at the DoD, Joint, and Service levels. Supervised and provided human resource management functions for a team of seven Antiterrorism program analysts. Managed Army Antiterrorism resources in excess of \$75M annually. Performed additional duty as Continuity of Operations (COOP) representative for the Office of the Provost Marshal General (OPMG). Significant achievements include planning and execution of two annual Army Antiterrorism Conferences with an average of 320 attendees; publication of updated Army Antiterrorism policy; development of updated Army HRP protection policy; initiation of the first ever Antiterrorism doctrinal manual; development and publication of an updated Army AT Strategic Plan; and completion of the first ever Army AT Strategic Communications Plan.

Department Head, Maneuver Support Center of Excellence

US Army

Mar 2007 - Jan 2008 (11 months)

Supervised and provided human resource management functions for a team of four military combat developers and six civilian analysts responsible for development of maneuver support future concepts, ensuring the conceptual integration of current and future tasks, capabilities, and systems to assure mobility, freedom of action, and protection of Army forces. Provided direct support to the Chemical, Engineer, and Military Police Schools, ensuring integration of concepts with doctrine, organizations, training, materiel, leader development and education personnel, and facilities (DOTMLPF). Provided oversight of analyses and studies, and integration of analytical experimentation efforts. Coordinated,

synchronized, and integrated work efforts within MANSCEN, and with other TRADOC commands and

Brian Numerick - page 2

Army, DoD, and Joint forces. Routinely supported TRADOC requirements on future force development, programs, and initiatives by determining and establishing requirements in support of these efforts. Frequently conducted simulations, studies, and experiments on concepts and equipment to support the operational requirements of the MP Corps. Routinely provided upper-tactical, operational, and strategic leadership at interpreting Military Police mission and organization requirements in fulfilling Army efforts at achieving transformation objectives. Significant achievements include development and authorship of concept paper, Illustrative CONOPS for an Integrated Recognition of Combatants (IROC) Capability for the Current and Future Joint Force in support of an emerging materiel development effort; a Joint Military Working Dog (MWD) Seminar to identify MWD capability shortfalls; and development and authorship of white paper, Family of Military Working Dog Capabilities for the Future Modular Force. Concepts Officer, Military Police School

US Army

Jun 2005 - Feb 2007 (1 year 9 months)

Facilitated and coordinated the integration of Army Reserve initiatives and issues in the exploration, development, analysis, and documentation of Joint and Army concepts, capabilities, and requirements. Developed concepts and identified doctrinal, organizational, and materiel requirements, needs and solutions to facilitate MP operations across the full spectrum of operations. Synchronized combat developments across the domains of doctrine, organizations, training, materiel, leader development and education, personnel, and facilities (DOTMLPF) for Military Police, Protection, and Maneuver Support capabilities. Routinely served as a primary Military Police, protection, and antiterrorism representative at numerous battle labs participating in simulations to test and validate concepts at the Army and Joint level. Conducted multiple reviews and analyses of Field Manuals, Army Regulations, Concept Statements, Operational Requirements, and other warfighting products to ensure synchronization of military police, protection, and maneuver support unity of effort. Provided impact assessments on issues relating to Army Reserve force structure, organizational designs, and new equipment fielding initiatives. Significant achievements include the initial conceptual work for Military Police stability policing operations.

Chief Operating Officer, Military Police Battalion

US Army

Jul 2002 - Jul 2004 (2 years 1 month)

Senior operations manager for a battalion of over 960 Soldiers assigned to eight subordinate units. Primary staff officer and principal advisor to the Battalion Commander for operations. Directed daily operations and administered readiness, mobilization, and training management programs. Prepared plans, policies, and standing operating procedures pertaining to the organization, training, and operations of military police units. Provided guidance and inspected operations, training, and antiterrorism programs of subordinate units. Lead, trained, and mentored, supervised and provided human resource management functions for over 50 assigned enlisted personnel. Assigned as Battalion Antiterrorism Officer. Significant achievements include directing and coordinating the Battalion mobilization, deployment, and re-deployment to Guantanamo Bay, Cuba in support of Operation Enduring Freedom (OEF); and synchronizing mobilization and de-mobilization activities of six subordinate units in support of OEF and Operation Iraqi Freedom (OIF).

Chief Operating Officer, Joint Detention Operations Group

US Army

Nov 2002 - Sep 2003 (11 months)

Brian Numerick - page 3

Senior operations officer for the Joint Detention Operations Group (JDOG), an organization totaling over 1300 Army, Navy, and Air Force personnel. Directed daily operations of Camp Delta and other detention facilities with the mission of detaining, securing, and sustaining up to 1000 enemy combatants and suspected members of terrorist organizations captured globally. Supervised and provided human resource management functions for an organization of five officers and 80 enlisted personnel. Significant achievements include development and publication of a completely overhauled standard operating procedures manual for the entire detainee operation in GTMO, including internal and external security, protection, and antiterrorism measures.

Deputy Chief Operating Officer, Military Police Brigade

US Army

Jun 1999 - Jun 2002 (3 years 1 month)

Deputy Chief Operating Officer for a command consisting of 35 subordinate units totaling more than 2500 Soldiers and civilian personnel. Planned, coordinated, and directed military operations and training for military police and military intelligence units. Directed and administered readiness, mobilization, and training management programs. Prepared plans and policies for the training and operations of military police units. Assisted in reviewing and writing military police, law enforcement, physical security, and antiterrorism doctrine and policy. Assigned as command Antiterrorism Officer. Planned and executed over \$1M in annual resources for training. Provided guidance and inspected operations and force protection programs such as Antiterrorism and Physical Security to ensure adherence to Army and Army Reserve policy and procedures. Supervised and provided human resource management functions for a team of 10 personnel.

Recruiting Operations Manager, Army Recruiting Battalion

US Army

Aug 1997 - May 1999 (1 year 10 months)

Regional Recruiting Director, Army Recruiting Company

US Army

Aug 1995 - Jul 1997 (2 years)

Commander, Law Enforcement Activity

US Army

Feb 1994 - Jul 1995 (1 year 6 months)

Law Enforcement Operations Manager

US Army

May 1993 - Jan 1994 (9 months)

Student, Military Police School

US Army

Nov 1992 - Apr 1993 (6 months)

Human Resources Manager, Military Police Battalion

Brian Numerick - page 4

US Army

Sep 1991 - Oct 1992 (1 year 2 months)

Law Enforcement Manager, Military Police Platoon Leader

US Army

Oct 1989 - Sep 1991 (2 years)

Student, Military Police School

US Army

May 1989 - Aug 1989 (4 months)

Education

Webster University

MA, Business and Organizational Security Management

2007 - 2009

GPA 3.89 out of 4.0

University of Tampa

B.S., Criminology

1985 - 1989

US Army Command and General Staff College

Skills

Counterterrorism • Operational Planning • Security Management • Policy • Physical Security •
antiterrorism • Intelligence Analysis • National Security • Command • Enforcement

Brian Numerick - page 5

Jamie S. Encinosa

165 Blues Siding Rd, Carthage, NC 28327

910-280-6556 910-944-0881

jamieencinosa@gmail.com Executive Vice President of Operations

I am highly organized and have a strategic mind. I am familiar with reading and interpreting ordinances as I do this in my current position at Rhetson Companies (a local developer and contractor). I serve on the Board of Directors for Sandhills Classical Christian School and am in the Moore County Leadership Institute class of 2020.

09/18/2020

Jamie S. Encinosa

Phone: 910-280-6556 | Email: jamieencinosa@gmail.com | Address: 165 Blues Siding Rd, Carthage, NC 28327

Education

M.A. Management and Leadership. Liberty University, March 2012.

Course work included:

- Organizational Behavior
- Executive Leadership and Management
- Strategic Marketing Management
- Managerial Finance
- Effective Executive Communication
- Corporate Responsibility
- Legal Issues in Business
- Non-Profit Management
- Entrepreneurship
- International Business

B.S. Worship and Music Studies. Magna Cum Laude. Liberty University, December 2010.

Key courses included:

- Worship Leadership
- Congregational Ministry
- Dynamics of Vocal Worship
- Dynamics of Instrumental Worship
- Advanced Excel

Skill Set/Strengths

- Project Management
- Leadership
- Communication
- Teamwork
- Administrative, Organized
- Analytical
- Desire to Learn/Improve
- Dependability
- Initiative
- Strategic Thinking
- Proficient in Microsoft Office (Excel, PowerPoint, Word)

Work Experience

Rhetson Companies, Inc

Executive Vice President of Operations – July 2015-Present

- Company Operational Leadership:

- o Provide leadership by being actively involved in all processes and programs, developing a broad and deep knowledge of each facet of the Company
- o Lead, coach, develop, and retain Company's senior management team with an emphasis on developing capacity in strategic planning and analysis
- o Develop and implement training programs and policies to expand the capacity of all staff
- External Relationship Development:
 - o Cultivate and maintain relationships with Clients, Attorneys, Lenders, and Brokers.
- Strategic Plan Implementation:
 - o Provide leadership and input for strategic plans and processes with the Owners and the staff
 - o Coach Directors and Staff as they implement the strategic plans determined by senior management
 - o Develop and implement a system for tracking and reporting on strategic plans
- Development and Construction Management:
 - o Manage 30-40 projects each year with a staff of 30 people
 - o Develop and implement strategies for more efficient project management

Vice President of Development – December 2013-July 2015

- Overall accountability for entire development process (land acquisition, civil design and permitting, lease management, property sales)
- Manage Land Acquisitions including drafting Purchase and Sale Agreements, coordinating timelines, and managing closing proceedings
- Coordinate with company to manage key dates, facts, issues, and solutions at every stage of the Project

- Communication with Clients, Lenders, Attorneys, Management, and Employees

Liberty University - School of Music | Lynchburg, VA| January 2013 – August 2013

Administrative Assistant

- Budget Management
- Schedule Management
- Strategic Planning and Analysis
- Reason for Leaving: Moved to North Carolina when my husband was offered a position as a pastor here.

Healogics | Jacksonville, FL | July 2011 – June 2014

Database Developer Consultant – June 2013– June 2014

- Comprehensive Contracts Database Management – Contraxx
- Organize and Analyze Contractual Data
- Write Business Requirements for a New Database Module
- Reason for Leaving: Full Time Position with Rhetsen Companies

Contract Data Analyst –June 2012 – June 2013

- Comprehensive Contracts Database Management – Contraxx
- Reading, Analyzing, and Communicating Contractual Language and Obligations
- Advanced Excel analytics
- Legal Support
- Managing Risk in over 500 Existing Customers
- Managing Exclusivity/Restrictions in Existing and Potential Customers
- Reason for Leaving: Moved to North Carolina

Data Analyst July 2011 – June 2012

- Advanced Excel analytics
- Salesforce experience
- Support Community Education with Excel, Access, and PowerPoint: Analytics, research, presentation
- Support Business Development with Excel and Access: Analytics, data consolidation and verification
- Support Marketing with Excel and PowerPoint: Analytics, research, presentation

Community Service/Volunteer Positions

- Board Member – Sandhills Classical Christian School; April 2020-Present
- Moore County Leadership Institute – Class of 2020
- Worship Team Volunteer Leader - Christ Community Church, Pinehurst, NC; June 2013-present
- Church Plant Team & Director of Financial Operations – LifeNow Church, Jacksonville, FL; June 2011-June 2013

References

William Fields

Chairman of the Board

Sandhills Classical Christian School Board

910-904-4200

Brian Clodfelter

Owner

Rhetson Companies

910-944-0881

Diane Wilson

922 Seven Lakes North, West End, NC 27376

910-603-1129 910-603-1129

dwill1060@yahoo.com or

diane@toweringpinesrealestate.com

REALTOR

I am a local Realtor with Towering Pines Real Estate since 2015, I have a good understanding of the market and have seen the growth in Moore County, which I believe is a plus to serve on the Planning Board. I am a native of Moore County and also a former employee before retirement (EMS). Thank you for your consideration

04/21/2020

Ron Jackson

335 fields

9109947453 9109447453

qualitybuilt1@hotmail.com Entrepreneur

I have been on planing board and board of adjustments Years ago. I have been involved in real estate for 25 years and no most state rules and regulations. I think I would fair and look at every issue on its own merit.

04/08/2020

Agenda Item: Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/24/2021 SUBJECT: Appointments / Community College Trustees

REQUEST:

Reappoint member to the Sandhills Community College Board of Trustees.

BACKGROUND: The current term of service for trustee Larry Caddell expires June 30. Mr. Caddell is willing and eligible to continue service.

IMPLEMENTATION PLAN: Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY: Make a motion to reappoint Larry Caddell to the Sandhills Community College Board of Trustees for a four-year term expiring June 30, 2025.

ATTACHMENTS: Additional Applications on File

Linda Vandercook

36 Pine Ridge Dr, Whispering Pines, NC 28327

253-267-4345 253-267-4345

LMVANDER@OUTLOOK.COM Operations Program Manager

Accomplished software developer turned program manager with over 20 years of broad IT experience and 12years of software development. Multi-faceted volunteer experience, supporting local charities and organizations. Served in roles as treasurer, planning committee member, and board member.

Community College Trustees

Jury Commission

Workforce Development Board

Local Emergency Planning Committee

01/23/2021

LINDA VANDERCOOK

Email: lmvander@outlook.com Ph: 253-267-4345

Whispering Pines, NC

OBJECTIVE

Actively engage in Moore county boards to support and further develop my local community. BACKGROUND

Multi-faceted volunteer experience, supporting local charities and organizations—driving change through fundraising and hands-on involvement. Spanning beach and trail clean-up, Habitat for Humanity, voter engagement, and animal shelters. Served in roles as treasurer, planning committee member, and board member. Accomplished software developer turned program manager with over 20 years of broad IT experience and 12 years of software development.

Proven ability to deliver customer-critical solutions within tight deadlines. Possesses strong problem-solving aptitude, technical writing skills, and demonstrated ability to learn new skills, allowing faster implementation of new technologies and project advancement.

PROFESSIONAL EXPERIENCE

Operations Program Manager Feb 2018 – current ThriftBooks Global, Tukwila, WA (remote)

ThriftBooks is the world's largest online used book seller, carrying over 8 million books in stock at any given time, selling and shipping over 100,000 books daily. Innovation in processing and selling of used books has allowed ThriftBooks to dominate the online used book market. Its entire process of sales and fulfillment was developed internally using the latest technology and supply methods.

- Refine and build the operations program roadmap over time to achieve and maintain operational efficiency in our fulfillment center and logistics operations
- Work closely with business partners to understand business and functional requirements and prioritize appropriately
- Drive operations engineering programs through project completion within time, cost, and quality constraints
- Establish and maintain cross-functional, integrated project plans and schedules
- Communicate project status to stakeholders and proactively inform management of issues and risks

Software Developer

July 2010 – Feb 2018 ThriftBooks Global, Tukwila, WA

- In-house subject matter expert on key Processing Center applications and fulfillment chain
- Developed cross-department application for managing buyers, suppliers, and loads, serving as first-contact data collection system for logistics, integrated with account management and accounting
- Started as only developer on staff, developing warehouse applications and collaborating with C-suite team, supporting department growth into 12-person development team

Application Systems Analyst/Programmer, Senior June 2008 – June 2010 DLA-DLIS, Federal Center, Battle Creek, MI Defense Logistics Agency (DLA) provides supply support and technical and logistics services to all US uniformed services and several federal agencies. The agency is the one source for nearly every consumable item, whether for combat readiness, emergency preparedness, or day-to-day operations inside Department of Defense (DOD).

- Managed all phases of development--requirements/specifications meetings, design, prototyping, coding, and final user sign-off
- Assumed existing Web development project, coordinated, and completed its functionality, ultimately bringing it to go-live and into the next development phase
- Created data fixes and report queries to support mission-critical contractual changes and government-to-vendor obligations

VOLUNTEER EXPERIENCE

Treasurer, voting board member, and volunteer 2018 – 2020
Rabbit Haven, Gig Harbor, WA

- Prepare financial statements and ensure reporting compliance with local and state laws
- Participate in board meetings to actively drive the direction of the shelter and events
- Donor manager and fundraising
- Hands-on shelter volunteer

EDUCATION

Bachelor of Science in Computer Science December 2008
Western Michigan University, Kalamazoo, MI

- Graduated Summa cum Laude, College of Engineering and Applied Sciences

Bachelor of Arts in English May 1999
University of Colorado, Colorado Springs, CO

- Graduated Summa cum Laude, with distinction, College of Arts, Letters, and Sciences

References available upon request

David Evans Williams
1165 Morganton Road, Pinehurst, NC 28374
910-215-7548 910-215-7548
dewdew17@gmail.com Retired United State Air Force Health
Worker

Board Of Health
Community College Trustees
09/06/2020

Biography September 2020 David Evans Williams David Evans Williams was born in Anderson, South Carolina in 1953 as a United States Air Force BRAT. His coming to Pinehurst, North Carolina in Aug 2003 was his twenty-eighth move in his lifetime. He now calls the Sandhills his home and final resting place?

David retired from the United States Air Force in 1996 with 23 ½ years of active duty service. And was the Dental Health Program Manager (Assistant Director) for three dental care centers with FirstHealth of The Carolinas Healthcare System in Pinehurst, NC until January 2013. He is now completely retired and has more than 40 years' experience in clinical dentistry and dental clinic administration, teaching dental classes (to include infection control, hazard communications, instruments, all facets of chairside assisting, etc.) banking (former De Novo bank original organizer and Vice President), marketing, public relations, business development, advertising, sales culture training, and business management. David has a Master of Arts degree in Management and Supervision from Central Michigan University, in Mt. Pleasant, Michigan, a Bachelor of Arts degree in Business Administration and Dental Assisting (double major) from Culver-Stockton College in Canton, Missouri, and an Associate in Applied Sciences in Expanded Duty Dental Assisting from The Community College of The Air Force. David is a past member of the North Myrtle Beach Rotary from 2001-2002 and past member (2005-2013) and President (2007-2008) of the Pinehurst Rotary Club. He also has been registered with Boy Scouts of America for 39 years and presently serves on Pinehurst NC, Troop 807's Troop Committee. He was active in the Moore County (NC) Chamber

of Commerce in 2004 serving as an Ambassador and as original weekly Networking Group Leader. In 2004 he was Ambassador of the Month and was later selected as the Ambassador of the Year for 2004. He has served on the Moore County Board (since September 2012) for Partner's for Children and Families (Smart Start); in August of 2013 he was nominated and approved as Moore County Smart Start Chairman of Board of Directors and reapproved again in August 2015. He resigned as the Board Chairperson in the fall 2018 to serve an 18-month senior couple mission for his church in the Oregon Salem Mission.

He and his wife lived in Lebanon, Oregon and served from July 2019 to March 2020 and returned early due to the Covid-19 crisis.

David is married to the former Sheila McAdams of Townville, South Carolina and they have four sons, all whom are Eagle Scouts and served around the world as full-time Spanish-Speaking missionaries (each served for two years in Northern Spain; Nevada; Oaxaca, Mexico; and Arizona/Texas/New Mexico). They have four daughters-in-law and five grandsons and three granddaughters.

DAVID EVANS WILLIAMS 1165 Morganton Rd

Pinehurst, NC 28374 (910) 215-9443 (H) (910) 215-7548 (C) SUMMARY Highly energetic, results-oriented team leader with proven supervisory, management, and administrative expertise. Broad experience in banking, finance, education, quality leadership, health/dental industries, federal government organizational leadership, and community service, with ability to teach and manage diverse activities while achieving desired objectives. Strong interpersonal and project accomplishment skills with an excellent track record in the development of people through effective communication. EXPERIENCE

FIRSTHEALTH of THE CAROLINAS Dental Program Manager Pinehurst, NC

Mar 05-Jan 2013

Coordinates multi-million-dollar dental program activities to include: developing business office protocols and manages business

aspects of three dental care centers, personnel supervision and hiring, plans prevention/education activities, promotes performance improvement, facility maintenance/construction, budget preparation/management, manages outside contracts, provides resources for language/cultural variations, equipment/supply management, manages safety/infection control measures, coordinates/facilitates staff education, manages patient satisfaction, manages and prepares internal and external reports for dental services JOSEPH N. CATLETT, Jr., P.A. Practice Administrator

Fayetteville, NC

Dec 04 – Feb 05

Responsible for achieving excellence in patient care and key performance indicators, establishing best practices; administration, procedures, patient records and relations, policies, finances, personnel, marketing, public relations, advertising, business development, regulation compliance, training, supervision, vendor coordination, project management, and all related practice functions KIRK TRANSPORTATION, INC. (KIRK TOURS) Vice President, Marketing and Administration Pinehurst, NC

Aug 03 – Dec 04 Responsible for company marketing, business development, public relations, advertising, and administration functions to include establishing risk management controls, and strategic planning SOUTH CAROLINA FEDERAL CREDIT UNION Internal Auditor

North Charleston, SC

Apr 03-Aug 03

Performs initial operational assessments and internal audits of all operational, effectiveness and efficiency, compliance, information systems, financial risk and fraud areas, develop audit programs and internal control questionnaires, and perform audits of the appropriate audit units as planned and/or approved. Assists Director, Internal Audit in planning, revising, and achieving the annual administrative and operational department goals, providing consulting services for internal customers on risk, internal control and audit issues, and cross train and perform as the back up in the coordination process for the NCUA examination cycle and CUMIS review. TIDELANDS BANCSHARES, INC., Holding Company for Tidelands Bank, a proposed De Novo bank Vice President/City Executive and Assistant Vice President/Operations Mt Pleasant, SC

July 02 – Apr 03 Original Organizer involved in most aspects of the bank organization and planning process to include holding company secretary,

bank policy writing/proofing, stock offering sales/management, many administrative and operational functions to CEO, CFO, CLO (letters, tables, spreadsheets, analysis, supplies, working issues, problem solving, etc.), human resources management

(organization, interviewing, planning for personnel development and training, etc.), bank security officer, notary public, facility manager, vendors coordination (establish/maintain relationships with over 18 vendors), warehousing loans (creating opportunities),

marketing, compliance preparation, establishing community relations, planning for deposit relationships.

DAVID EVANS WILLIAMS Page 2 EXPERIENCE (continued) FIRST FEDERAL (FORMERLY PEOPLES
FEDERAL) SAVINGS AND LOAN ASSOCIATION Assistant Vice President/Branch Manager/Loan Officer
North Myrtle Beach, SC May 00 – Jun 02

Sought (unsolicited) by Regional Leader to become leader responsible for total accountability for retail branch office in meeting sales, service, and operational objectives of the Association. Develops and maintains Customer and Staff relationships for 6-person, \$28,000,000 deposit branch. . After only 6months in position/selection period my leadership contributed to our four branch Region being selected as Region of Year, FY 2000, and head teller, one of three tellers of year. . Recognized Holding Company wide for Business Development (Relationships) accomplishments and leadership; my branch one of eight branch Region selected as Region of Year FY 2001 and 2002; my branch top 4 out of 17 in Branch of Year award 2002; exceeded goals 5 of 7 areas (avg. 121% in 4); my branch noted in 2002 as probably best in its 20 year history. COASTAL FEDERAL SAVINGS BANK Assistant Vice President/Personal Banking Leader (Branch Manager)/Loan Officer, Myrtle Beach, SC

Oct 98 – May 00 Selected from other bank leaders to build and maximize the deposit/loan base and net profitability for the largest of 11

branches in this community bank. . Leader responsible for a 13-person bank Sales Center (branch) including consumer and commercial loans, deposits (over \$82,000,000 deposits with total bank assets \$740 Million plus). . Responsible for managing and monitoring activities of all teller functions, budget and facility operations, security; recognized by board members and bank president for superior leadership. . Major Accomplishments: Since I assumed this position and under my financial management oversight the Net Income Contribution From 1 October 98 to 1 October 99 increased 61%. Significant teamwork, business development, and sales attitude improvement; results: Business Checking's growth was 142.73% and Personal Checking's growth was 20.98% from Feb 99 to Feb 00. Merchant Account Sales Group Leader, Myrtle Beach, SC Oct 97 to Sep 98

Selected from other bank leaders to build and maximize the Merchant Account Services Program's profitability potential of this bank in its marketplace. . Supervised the servicing of over 150 Merchant Accounts with approximately \$30 Million in gross annual credit card sales and over 220,000 annual credit card transactions with total bank assets \$600 Million plus. . Consistently ensured operation met all federal and state regulations. . Major Accomplishment: Revamped entire Merchant Account Portfolio, thus realizing a turn around in one year which resulted in this bank program going from a negative to a positive. COASTAL FEDERAL SAVINGS BANK Office Sales Group Leader-Branch Mgr./Loan Officer, Myrtle Beach, SC May 96-Oct 97 Leader

responsible for a 7-person bank Sales Center (branch) including consumer and commercial loans, deposits, and savings (over \$30,000,000 deposits with total bank assets \$480 Million plus). . Responsible for managing and monitoring activities of all teller functions, budget, and facility operations. . Major Accomplishments: Deposit/loan growth

DAVID EVANS WILLIAMS Page 3 EXPERIENCE (continued) KIRK TOURS AND TRANSPORTATION, INC.

Vice President, Marketing & Operations, Southern Pines, NC

Mar 96-May 96

Manager for marketing sports tours and generating new business. Administrator for computer operations.

Corporate executive manager, assisted in formulating corporate strategic planning and continuous process

improvement. TRIDENT TECHNICAL COLLEGE, CHARLESTON, SC

May 95 to Aug

95 College Instructor Business Department, Business 101 – Introduction to Business (Adjunct Faculty) UNITED

STATES AIR FORCE Dental Clinic Administrator, Worldwide

Aug 72-Jan 96

Managed and supervised the daily and long-range operation of 8 dentist and 33 ancillary dental clinic and dental laboratory (2 clinics and labs); monitored, initiated, wrote local directives; oversight of \$2.5 million dental care operation; executive manager for ancillary staff; coordinated with various community agencies;

ensured all dental technical and administrative practices were in compliance with local, higher level, Joint Commission for Accreditation of Healthcare Organizations (JCAHO), and Federal regulations; produced reports and correspondence for local and higher-level management; resolved customer (patient) complaints; total quality management (quality improvement) instructor and Facilitator, and trained in quality team dynamics, and teams and tools (systematic approach to problem solving). Dental Assistant/Hygienist, Expanded Duty Dental Assistant, Ancillary Technician Manager and Dental Materials Manager; researched and requisitioned hundreds of thousands of dollars' worth of state-of-the-art medical and dental equipment and supplies; provided professional direct patient care and dental assisting procedures to dentists and dental patients; trained on OSHA infection control measures. · Major Accomplishments: Contributed to morale and staff cohesiveness with development of internal morale/welfare/recreation committee and submitted subordinates for recognition which resulted in highest number of awards in my unit's history in 1993; significantly contributed to 1994 accreditation with commendation from JCAHO; supervised a \$700,000 cost avoidance to USAF, based on \$2.5 million of dental care; Expert executive oversight and outstanding results in 1993 Health Services Management Inspection; TQM involvement and development of continuous process improvement culture. EDUCATION

M.A. in Management and Supervision (Concentration - Business MGT) - 1981 Central Michigan University, Mt. Pleasant, Michigan

B.S. in Business Administration and Dental Assisting (Double Major) - 1979 Culver-Stockton College, Canton, Missouri

Associate in Applied Sciences (Expanded Duty Dental Assisting) - 1978 Community College of the Air Force, Maxwell AFB, Alabama

OTHER ACHIEVEMENTS

Current International Passport and willing to travel Over 23 years in healthcare/dental industries in various technical, administrative, and leadership positions Banking - over 500 hours of various banking and lending courses/training Total Quality Management - over 500 hours of various quality training/experience (Completed 28 hours

Seminar - Stephen Covey's 7 Habits of Highly Effective People)

Member -American Planning Association American Society for Quality Control (ASQC)-inactive. American College of Healthcare Executives (ASSOCIATE STATUS)-inactive; Lowcountry Healthcare Executive Network (ACHE affiliate healthcare executive group) - past

Civic Club Vice-president and Treasurer - past

School Board Chairman and member 3 years - past Married with four sons (all four are Eagle Scouts) Excellent Health (non-smoker)

Graduate Hilltop (honors) Culver-Stockton College (3.4 GPA)

Graduate Central Michigan University (3.51 GPA)

Outstanding Young Man of America, 1988 Recipient of the District Award of Merit, 1995 - Boy Scouts of America's highest adult recognition award on the district level Member of North Myrtle Beach Rotary – Director of Club Services for 2001-2002 Appointed by Mayor of City of Myrtle Beach, South Carolina as a Planning and Zoning

Commissioner, June 97 – June 2002 (subcommittee to establish Affordable Housing Trust Fund) Boy Scouts of America 27 years (past- Scoutmaster, Cubmaster, Explorer Post Advisor); Presently member of Troop 807 Committee Member Member of The Institute of Internal Auditors - inactive Moore County, NC Chamber of Commerce - Sandhills Hospitality Association and Human Resource

Executive Association member 2003-2004 Moore County, NC Chamber of Commerce, 2003-2004 - Member-to-Member Networking Group Leader; Ambassador of the Month and 2004 AMBASSADOR OF THE YEAR Rotary – member and President (2007-08) of Pinehurst Rotary Club, District 7690, Pinehurst, NC Prancing Horse Therapeutic Riding Organization – Task Force Leader to facilitate move - 2006-07

Chairman of Board of Directors for Moore County Partners for Families and Children 2013-2018

REFERENCES, CERTIFICATES, TRANSCRIPTS, AVAILABLE UPON REQUEST

ADDITIONAL EXPERIENCE CONSIDERATIONS DAVID E. WILLIAMS

Management/Leadership Training Course

FIVE MAJOR MODULES - Human Resource Development, Behavior Analysis Module, Leadership and Planning, Organizational Management Module, Selected Leadership and Management Topics

CLASSES INCLUDED IN THESE FIVE MODULES (also several case studies):

- Communication skills (4 research papers/speeches)
- Effective listening and speaking
- Time management
- Writing skills
- Problem process analysis
- Quality teams and tools
- Self-concept
- Values
- Self-discipline
- Social initiatives
- Leadership stress
- Physical fitness
- Interpersonal relations
- Personal Profile System ® by Carlson Learning Center
- Creative problem solving
- Situational leadership
- Contemporary motivation
- Power
- The development cycle
- Performance counseling
- Strategic planning
- Organizational design
- Organizational norms
- Organizational change
- Organizational conflict
- Traits of successful people

THESE CLASSES TOTALED 83 HOURS

Dr. Kimberly Elizabeth Scruton
1 Lake Vista Lane, Pinehurst, NC 28374
9107090047 9107090047
kescruton@gmail.com Dean, Reeves School of Business

11/06/2019

Dr. Kimberly E. Scruton
1 Lake Vista Lane, Pinehurst, NC 28374
kscruton@methodist.edu
910.709.0047

EDUCATION

Doctorate of Education, Organizational Leadership, 2010
Shenandoah University, Winchester, VA
Dissertation: An Investigation of Female Faculty Job Satisfaction Levels at Carnegie
Classification Four Year Institutions: An analysis of the NSOPF: 04 data set.
Chair: Dr. Dale Foreman

Master of Science Administration; 2001
Central Michigan University, Mt. Pleasant, MI
Thesis: The Influence of Exercise on Employee Absenteeism
Advisor: Dr. Walter Schneider

Bachelor of Science, Business; Specialization: Marketing, 1998
West Liberty University, West Liberty, WV

ACADEMIC APPOINTMENTS

2014-Present Dean, Reeves School of Business and Economics
Methodist University, Fayetteville, NC 28311

2016-Present Associate Professor Business Management, Reeves School of Business
Methodist University, Fayetteville, NC 28311

5/18-1//19 Interim Director of Internships and Experiential Learning for Reeves School of
Business and Economics. Methodist University, Fayetteville, NC 28311

5/18-1/19 Interim Director of Center for Entrepreneurship
Methodist University, Fayetteville, NC 28311

5/18-1/19 Interim Director Masters of Business Program
Methodist University, Fayetteville, NC 28311

9/18-1/19 Interim Coordinator Masters of Business Program
Methodist University, Fayetteville, NC 28311

2012-2014 Department Chair, Business Administration, Marketing, Management, Entrepreneurship
Reeves School of Business, Methodist University, Fayetteville, NC 28311

2010-2016 Assistant Professor Business Management, Reeves School of Business
Methodist University, Fayetteville, NC 28311

7/1/11-1/1/12 Director Professional Tennis Management, Reeves School of Business
Methodist University, Fayetteville, NC 28311

2005-2010 Instructor, Department of Kinesiology
Shenandoah University, Winchester, VA 22601
January 2005 – May 2010

PRESENTATIONS

Scruton, K, (2017). Guangzhou University. Management style differences between the U.S. and China. Guangzhou, China. March, 2017.

Scruton, K , (2015). Kentucky Campus Compact Board of Director's meeting. Investing in the Future:Evaluating the Kentucky College Coaching Program 2012-2014.
Frankfort, KY. August , 2015

Scruton, K, (2015). Kiwanis International- Current Trends in Business Education . Fayetteville, NC. July, 2015

Scruton, K, (2014). Capital University of Economics and Business. International Business Education. Beijing, China. October, 2014.

Scruton, K, (2014). Zhejiang University. Developing and maintaining International Business Relationships. International Business Education. Hangzhou, China. October, 2014.

Scruton, K. & Ling, H.(2014) . Southeast Decision Science Institute Conference (SE DSI) .
Choosing a career in Marketing: The Perception of Millennial Students. Wilmington, NC, February, 2014

Valcik, N., Scruton, K., Murchison, S., Benavides., Jordan, T., Stigdon. Olszewski., A. (2011).
Association for Institutional Research (AIR): Benchmarking Tier One Universities:
"Keeping Up with the Joneses". Toronto, Ontario, May, 2011

Scruton, K., Masiello, T., & Luttrell, M. (2009). The American Association of Colleges for Teacher Education (AACTE): Intentional Learning Communities in Higher Education: Practices and Strategies among Faculty. Chicago, IL, February, 2009

PUBLICATIONS

BOOKS

Valcik., N., Scruton, K, Benavides. T, 2015. Non-Profit Organizations: Real Issues for Public Administrators. Taylor & Francis Group.

Scruton, K., 2013. Dissatisfaction and Attrition Among Female Faculty in American Universities: An Analysis of the National Study of Postsecondary Faculty.
NY, Lewiston, Edwin Mellen Press.

BOOK CHAPTER

Valcik, N., K. Scruton, A. Olszewski, T. Benavides, S. Murchison, A. Stigdon and T. Jordan. 2012. "Keeping up with the Joneses: Relationships between Public Top Tier Universities and Colleges with their Host Municipalities" Benchmarking in Institutional Research. New Directions for Institutional Research, ISBN: 978-1-1186- 0883-8, volume 156, Hoboken, NJ, John Wiley and Sons, Inc.

WORK IN PROGRESS

.
Scruton, K & Scruton, D. 2018 Leadership for the Sexes: A Cooperative Approach to Navigating Gender Diversity and Creating a Harmonious and Thriving Organization. Proposal sent to Harper Collins Leadership Publishing Company.

RESEARCH INTERESTS

Higher Education.

Job satisfaction and employee motivation.

Leadership, management and organizational behavior.

Gender studies.

Cooperative teaching

Intentional learning communities

Team building

Strategic planning

Student perceptions

Business education

Town and gown relationships

TEACHING

Methodist University

Undergraduate courses::

ACC 4160 Accounting Internship
BUS 3450 Internship In Business I
BUS 4160 Internship II
ECO 3450 Internship
ENP 4700 Entrepreneurship Internship
MKT 3450 Marketing Internship
RMT 1450 Resort Management Internship Prep.
BUS 3330 International Business Experience: China
BUS 3430 Management and Organization (Traditional and online courses)
MKT 4200 Professional Selling
BUS 4500 Management Science
FYS 1100 Freshman Experience Course
PTM 1010 Introduction to The Tennis Industry
PTM Tennis Internship Courses 1700, 2700,3700
PTM Seminar Courses 1250,2250,3250,4250

Graduate Course:

MBA 5990 Capstone Research Course (Hybrid Format: Online and In Class)
MBA 5400 Organization and Leadership
MBA 5450 Organizational Behavior
MBA International Business Experience: Thailand

Graduate Thesis Advisor

Fall 2018 10 Students
Spring 2016 10 Students
Fall 2016 8 Students
Spring 2015 5 Students
Fall 2015 6 Students
Spring 2014 3 Students

Shenandoah University

Facility Management and Event Planning
Introduction to Tennis

CONTRACTS, GRANTS AND FUNDRAISING

January, 2019 SunTrust Foundation

Secured grant to further Methodist University's efforts in the 4th Annual Reeves School of Business Symposium and Awards Dinner. Grant award \$2,500

August, 2018 United States Tennis Association

Secured grant to support recruitment and retention efforts for Methodist University Professional Tennis Management program. Grant award \$25,000

October, 2015 and 2016 Duke Energy
Contract award \$5,000 per year

June, 2013-Aug 2016 Kentucky Campus Compact

To evaluate the Kentucky College Coaches (KCC) Program for federal verification for 2011-2012, 2013-14 and 2015-16. Co-Principal Investigator with Dr. Nicolas Valcik from West Virginia University. Contract award for \$130,000. (Link to report)

January, 2011 United States Tennis Association:

Tennis program startup grant to benefit the Lumbee Boys and Girls Club.
700 Roberts Ave, Pembroke, NC 28372

Community and Corporate Partnerships

2015-Present Reeves School of Business annual Symposium and Awards Event
Developed vision, selected theme, organized all aspects of event with attendance between 200-260. Cultivated relationships with business community to secure donations and sponsorships between \$25,000-\$30,000 annually.

Keynote Speakers have included:

2018 Dave Maher, CEO Acushnet Company. (Titleist, Footjoy)

2017 Charlie Brock, CEO Launch Tennessee.

2016 Dan Roselli, Co-founder Packard Place.

2015 Jeremy Miller, Author "Sticky Branding"

PROFESSIONAL SERVICE

Methodist University

May 2017 Thailand Graduate Study Abroad Site Visit, Co-lead MBA
Graduate student study abroad trip to Thailand.

March 2017 China Recruiting and Study Abroad Site Visit, Lead student
study abroad trip to China with a focus on undergraduate and
graduate student recruitment as well as developing future study
abroad opportunities for faculty and students. Signed agreement
with Guangzhou University..

2014-15 Academic Year Member of President's Cabinet, Faculty elected representative.

August 2014-16 Member of Institute for Sport Science and Wellness Presidential
Task Force

2014-15 Academic Year Member of University 2020 Strategic Planning Committee

October 2014 Recruiting and Study Abroad Site Visit, Traveled abroad to
China with a focus on undergraduate and graduate student
recruitment as well as developing future study abroad
opportunities for faculty and students.

August 2014-present Member of Academic Council

August 2014-present Member of Graduate Council

August 2013-May 2015 Member of QEP Committee

Summer 2013 Member of Blue Ribbon Committee: Responsible for deciding
strategic direction of King's Grant Golf Course

August 2012-August 2013 Chair of University Faculty Concerns Committee

August 2012-May 2015 Member of Center for Globalization Advisory Board

August 2012-August 2014 Chair of RSB Community Engagement Committee

August 2012 Member of Search Committee for Assistant Director of Professional Tennis Management

June 2012 Member of Search Committee for Director of Center for Entrepreneurship

April 2012-May 2015 Member of University Community Enhancement Committee

March 2012 Study Abroad Site Visit, Traveled abroad to London and Wimbledon with a focus on developing a course for Professional Tennis Management students.

March 2012 Member of Search Committee for Sport Management Faculty member

August 2011-August 2014 Member of University Curriculum Committee

August 2011-August 2013 Member of University Faculty Concerns Committee

August 2011-2012 Member of Community Engagement Presidential Task Force

August 2011-2012 MBA Accreditation Review Committee

October 2010-present Member of University Marketing/WOW Committee

Shenandoah University

May 09-Jan. 2010 Member of the President's Cabinet, One of the senior-level administrators involved in all major budget and policy decisions that influenced the university.

March 2009 Global Citizens Project, Traveled abroad to Romania with a focus on educational institutions in a group-oriented and faculty led experience.

2006-2007 Quality Enhancement Plan, Member of committee for Shenandoah University SACS accreditation.

Spring 2007 Hiring Committee, Special Education professor.

January 2016-2018 Member of Board of Director's Fayetteville Regional Chamber of Commerce

May 2016-present Member of Advisory Board BB&T

February 2015 Member of Fayetteville Regional Chamber of Commerce Vision 2025 Task Force.

REVIEWER

August 2012-2018 Reviewer for Sage Publications Journal

August 2012-2018 Reviewer for Journal of Southern Management

August 2011-2012 Member of Editorial Review Board for the Annual Edition: Accreditation Council For Business Schools and Programs.

RELATED EMPLOYMENT

Acting Director Professional Tennis Management

Methodist University, Fayetteville, NC

July 1, 2011- January 1, 2012

Conducted search and hired assistant director of program.

Secured \$60,000 for capital improvements.

Evaluated current program and offered recommendations for improvements in curriculum, recruitment and management of program.

Assisted in transition process for a new program Director.

Head Men's & Women's Tennis Coach/ Assistant Athletic Communications and Marketing Director

Shenandoah University, Winchester, VA

January 2005 – July 2010

Lead, organized and administered all phases of the Men's and Women's tennis program.

Recruited qualified student-athletes, managed the budget, monitored student-athlete academic progress, and aggressively pursued fundraising efforts.

Most wins for Women's tennis coach in University's history

Developed and implemented Marketing plan for entire athletic department.

Designed, wrote, and produced media guides for 13 sports and recruitment guide for entire athletic department in an annual basis.

Interim Athletic Director and Vice President of Development

Shenandoah University, Winchester, VA

May 2009 – January 2010

Implemented personnel procedures, solved problems related to employees, developed new policies, and negotiated increases in salary contracts for all athletics staff.

Responsible for preparing and monitoring annual budget about \$2 million dollars.
Provided daily operation management for athletic programs, events and projects.
Lead senior administrative staff as well as over 60 athletic full and part-time athletic personnel.

Developed relationships that generated and secured fundraising gifts, ticket sales, marketing and sponsorship revenue.

Cosmetic Department, Jacobson Department Store

East Lansing, MI

July 2001 – December 2003

Designed marketing plans to achieve company sales goals.

Worked with suppliers to develop marketing campaigns to increase revenue and establish individual brand identity.

Responsible for product inventory, distribution and on-site promotional events.

Assisted in all avenues of sales training and education initiatives.

Marketing Director, The Capital Centre

Dimondale, MI

May 1999 – July 2001

Created Marketing plans and secured sponsorship for three individual entities.

This included a total of 230,000 square foot state-of-the-art complexes for multi-sports, education, entertainment and business activities.

Developed, oversaw and implemented Marketing/Advertising budget.

Produced and designed advertising schedules through utilization of radio, television, newsprint, and magazines.

Established a successful Internet marketing and promotion plan. Responsible for design, development and maintenance of website.

HONORS/AFFILIATIONS

Member of Phi Kappa Phi

Reeves School of Business Professor of the year 2015-16

Pi Kappa Alpha Teacher of the month 2015

Fayetteville 40 under 40 Class of 2014-15

Lambda Chi Alpha Teacher recognition of valuable contributions to students learning experience at Methodist University 2014-15.

The National Society of Leadership and Success (Sigma Alpha Pi). Honorary Membership April, 2015

Member of American Management Association

Member of Advancement for Institutional Research

Member of United States Tennis Association

2012 Who's Who Award Women in Business

Agenda Item: Meeting Date: 06/01/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/24/2021 SUBJECT: Appointments / Transportation Advisory Board

REQUEST:

Appoint members to the Transportation Advisory Board.

BACKGROUND: The current terms of service for members Bob Huber and Bryan Phillips expire June 30. Each is recommended for reappointment.

IMPLEMENTATION PLAN: Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY: Make a motion to reappoint Bob Huber and Bryan Phillips to the Transportation Advisory Board for three-year terms expiring June 30, 2024.