MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, MAY 18, 2021

REGULAR MEETING, 5:30 P.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 4, 2021, Regular Meeting and Closed Session
B. Tax Releases/Refunds – April 2021
C. Budget Amendments
D. Pinehurst # 7 Interceptor Replacement Project Ordinance – Revision 4
E. Juvenile Crime Prevention Council Funding Plan
F. DSS/MCTS Memorandum of Understanding for Non-Emergency Medicaid Transportation
G. FY20 5311 CARES ACT Program Supplemental Agreement
H. Detention Center Medical Plan
I. Mobile Communications America Contract Amendment
J. Sole Source Purchase of Equipment for Detention Center Control Room
K. Sole Source Purchase of GPS Air Purification Needle Point Bipolar Ionization Materials
L. Amendment to Partners in Progress 6/5/2018 Contract (GAP Funding)

IV. RECOGNITIONS

V. PRESENTATIONS

A. Administration – FY 22 Recommended Budget (Wayne Vest, County Manager)

VI. OLD BUSINESS

VII. NEW BUSINESS

A. Information Technology – Request for Approval of Copier Management Program Agreement (Chris Butts, Information Technology Director)

B. Administration – Request for Approval of Contract with J. Kester & Rose, LLC for Parking Additions (Rich Smith, Capital Projects Manager)

C. Solid Waste – Request for Approval of Environmental Monitoring and General Consulting Services Contract Amendment (David Lambert, Solid Waste Director)

D. Finance – Request for Approval of Robert W. Baird & Co. and PNC Capital Markets, LLC Underwriting Documents (Caroline Xiong, Finance Director)

E. Finance – Request for Approval of First Amendment to the 2018 Installment Financing Agreement with First Bank (Caroline Xiong, Finance Director)

VIII. PUBLIC HEARINGS

A. Public Hearing / Finance – Limited Obligation Bonds, Series 2021 and Approval of Resolution (Caroline Xiong, Finance Director)

B. Call to Public Hearing / Administration – FY 22 Recommended Budget (Wayne Vest, County Manager)

IX. APPOINTMENTS

A. Animal Cruelty Investigator

B. Workforce Development Board

X. ADDITIONAL AGENDA

XI. MANAGER’S REPORT

XII. COMMISSIONERS’ COMMENTS

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

ADJOURNMENT

COMMISSIONERS UPCOMING MEETINGS / EVENTS:

- Transportation Advisory Board, Wednesday, May 19, 3:00pm (Gregory)
- Pre-agenda Meeting, Wednesday, May 26, 8:30am (Daeke / Quis)
- Special Meeting, Wednesday, May 26, 9:30am
- Triangle J Board, Wednesday, May 26, 6:00pm (Quis)
- Memorial Day Holiday, County Offices Closed, Monday, May 31
- Regular Meeting, Tuesday, June 1, 10:30am

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 4, 2021

REGULAR MEETING, 10:30 A.M.

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, May 4, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present: Chairman Frank Quis, Jerry Daeke, Catherine Graham, Otis Ritter Commissioners Absent:

Vice Chairman Louis Gregory

********** Chairman Quis called the meeting to order and welcomed everyone. Pastor Adam Beddingfield of the 705

Church of God of Prophecy offered the invocation and Major Andy Conway with the Moore County Sheriff's Office led the Pledge of Allegiance. PUBLIC COMMENT PERIOD

The following offered comment: Jim Spoonhour, Steve Duncan, Nanci Donald, Mardy Bell, Polk Dillon, John Misiaszek, Pam Perry. 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 Daeke, the Board voted 4-0 to approve

the following consent agenda items: Minutes: April 14, 2021, Special Meeting Minutes: April 20, 2021, Regular Meeting Minutes: April 26, 2021, Special Meeting

Budget Amendments Bibey Rd. Conservation Major Subdivision Board Order Deed of Dedication for Gretchen Pines Phase 2

Workers' Comp. and Property & Liability Proposals with NC Association of County Commissioners Risk Management Pool
Airport Professional Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Dr., and Grant Administration Documents The budget amendments and Board Order are hereby incorporated as a part of these minutes by attachment as
Appendices A and B, respectively.
RECOGNITIONS Public Safety – Medical Director

Public Safety Director Bryan Phillips offered comment regarding the service of Dr. Ronald Milewski as the EMS Medical Director and he and Commissioner Ritter provided background information on Dr. Milewski's contributions over 30 years. Chairman Quis read a resolution honoring Dr. Milewski and presented it to him on behalf of the Board of Commissioners. Mr. Phillips, accompanied by several Public Safety staff members, additionally presented a gift to Dr. Milewski. Dr. Milewski then offered comment and concluded by saying that
every time he saw a Moore County ambulance, he would be with them in spirit. A copy of the resolution adopted in Dr. Milewski's honor is hereby incorporated as a part of these minutes by attachment as Appendix C. Social Services – Foster Parent Appreciation Month
Social Worker Earlicia McBryde presented and read a proclamation regarding Foster Appreciation Month. Chairman Quis thanked Ms. McBryde and Commissioner Graham, a member also of the DSS Board, commented regarding the importance of foster homes. She also thanked the staff at the Department of Social Services who handled this program. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to proclaim May 2021 as Foster Parent Appreciation Month in Moore County to
promote community involvement to increase the number of foster homes in this county. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix D. PRESENTATIONS
Health – COVID-19 Update Health Director Robert Wittmann and Deputy Director Matt Garner provided an update regarding the COVID-19 pandemic. Mr. Wittmann noted that the Health Department continued to produce videos to address vaccine hesitancy. He provided information regarding the number of doses given and the projected percentage of at
least partial immunity in Moore County and surrounding areas. Mr. Wittmann commented regarding vaccination grants and said the federal government was about five to six months behind where they were in the real world, and he expressed his hope that they would reevaluate restrictions on funding to address this. Mr. Garner then provided a brief presentation. PUBLIC HEARINGS Finance/Adoption of Resolution Making Certain Findings and Determinations and Call to Public Hearing – Limited Obligation Bonds, Series 2021
Finance Director Caroline Xiong requested approval with regard to the issuance of Limited Obligation Bonds. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to make 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; call a public hearing with respect to such Limited Obligation Bonds; and request the Local Government Commission to approve the financing arrangement. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix E.

The Chairman called for a five-minute recess at 11:46am. OLD BUSINESS Transportation – Request for Approval of Moore County Transportation Services Policies

Planning/Transportation Director Debra Ensminger requested approval of policies for Moore County Transportation Services which had been presented to the commissioners in their prior regular meeting. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to approve the Moore County Transportation Services Policies as presented. The policies are hereby incorporated as a part of these minutes by attachment as Appendix F.

Administration – Request for Approval for Charters of Freedom Project Capital Projects Manager Rich Smith reviewed information regarding a request for a Charters of Freedom project in Moore County whereby the Constitution, Declaration of Independence, and Bill of Rights would be displayed. The Veterans Memorial site had been identified as a possible location and Mr. Smith stated that the veterans should be involved and their input would be welcomed. Commissioners Graham and Quis noted that this was a nonpartisan project and Chairman Quis concurred with Mr. Smith that they definitely wanted the veterans to be involved. Commissioner Graham inquired regarding whether a previous veterans committee was still active and Mr. Vest said staff would research this item. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to move forward and approve beginning with fundraising, working with whomever needed to be worked with, and a place would be provided in Moore County. A brief presentation provided by Mr. Smith is hereby incorporated as a part of these minutes by attachment as Appendix G.

Administration – Request for Approval of Encroachment and Access Easement Agreement at Carriage Oaks Center Capital Projects Manager Rich Smith updated the Board regarding a request for approval of an encroachment and access easement agreement for a Burger King being constructed in Carthage. The site plan had been updated per the Board's last regular meeting discussion to better accommodate the dumpster with less impact to the County's property. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to approve the Encroachment and Access Easement Agreement and authorize the Chairman to sign the same. NEW BUSINESS Administration – Request for Award of Bid for Court Facilities Project Capital Projects Manager Rich Smith provided information regarding bids received for the court facilities project and requested award of the bid to New Atlantic Contracting. Chairman Quis inquired regarding the difference between the low bidder and the next lowest bidder and staff discussed the consistency of the bids, which could be credited to the architect. Commissioner Graham offered comments regarding the history of the

project and noted it was not the end, but the beginning of the end of what had been a very lengthy process. She acknowledged many people who had contributed to the process, including the late Sherwood Lapping (attorney), Judge James Webb, attorney Kent Smith, attorney Art Blue, retired Judge Jayrene Maness, members of the Moore County Bar Association, former police chief Gerald Galloway, Clerk of Court Susan Hicks, former District Attorney Maureen Krueger and current DA Mike Hardin, former Sheriff Neil Godfrey and current Sheriff Ronnie Fields, probation officers, Rich Smith, and others. Commissioner Graham said this was a day of gratitude for her. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to approve and award the bid/proposal from New Atlantic Contracting, located at 2635 Reynolda Road in Winston Salem, NC, and direct all responsible parties to move forward with securing the contract to start construction of the proposed court facility for the County of Moore, NC. Chairman Quis offered comment regarding the amount of work that had gone into this project and said he wished more members of the public were present as they had no idea how many hours Commissioners Graham and Daeke had spent. Chairman Quis thanked them and everyone else involved for their time. Commissioner Graham also expressed appreciation for Judge Michael Beale who had assisted the County through the process. Public Safety – Request for Approval of Medical Director Contract

Public Safety Director Bryan Phillips requested approval of a contract with a new Medical Director for Moore County EMS and E-911 Center as Dr. Ronald Milewski had decided to retire. Mr. Phillips noted that the proposed new director, Dr. Robert Bahner, had been present at the meeting but had to return to the Emergency Room. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to approve the contract between the County of Moore and Robert Bahner, Jr., M.D. of 601 BAHVALL, PLLC, and authorize the Chairman to execute all necessary documents upon finance and legal approvals. Sheriff – Request for Approval of Contract to Replace Radio System in the Detention Center Major Andy Conway presented a request for a contract to replace the failed radio system in the Detention Center and noted it was an urgent necessity. He reviewed the background and also discussed service and maintenance. Commissioner Graham noted the importance of the system to personnel safety and inquired regarding how long it would take to implement. Major Conway indicated some background work had already been completed, including an FCC license application, so hopefully it would be up and running as soon as possible. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to approve the contract with Mobile Communications America to replace the radio communications system in the Detention Center and authorize the Chairman to sign the same. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to approve a budget amendment. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix H.

Board – Request for Approval of FY 22 Regular Meeting Schedule Clerk Laura Williams requested the Board's approval of its Fiscal Year 2022 Regular Meeting schedule and presented the proposed schedule. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to adopt a Resolution to Establish the Fiscal Year 2022 Regular Meeting Schedule for the Moore County Board of Commissioners. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix I.

APPOINTMENTS

Whispering Pines Planning and Zoning Board ETJ Member Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to reappoint Chris Bishop as the ETJ member of the Whispering Pines Planning and Zoning Board for a three-year term.

BUDGET DISCUSSION County Manager Wayne Vest discussed FY22 budget information including for the General Fund, Fire Commission Fund, Position Changes, Compensation and Benefits, and Purchasing Thresholds. He reviewed potential recommendations and decisions and impacts and invited the Board's feedback regarding any of these items prior to his presentation of the proposed budget at the Board's next regular meeting. Chairman Quis reiterated the request for suggestions/comments to be shared and said he wished more citizens were in attendance. Handouts provided by Mr. Vest for this discussion are hereby incorporated as a part of these minutes by attachment as Appendix J.

CLOSED SESSION Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, 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 Moore County v. Randy Acres and Soek Yie Phan and the opioid litigation case. The Board recessed briefly for lunch just prior to commencing closed session business, for approximately 30 minutes.

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to come out of closed session and seal the minutes. No action was reported. ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to adjourn the May 4, 2021, Regular Meeting of the Moore County Board of Commissioners at 2:40pm.

_____ Francis R. Quis, Jr., Chairman

_____ Laura M. Williams, Clerk to the Board

Agenda Item:
Meeting Date: May 18, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: May 10, 2021

SUBJECT: Pinehurst #7 Interceptor Replacement Project Ordinance – Revision 4

PRESENTERS: Caroline L. Xiong

REQUEST:

Approve the Pinehurst #7 Interceptor Replacement Project Ordinance – Revision 4

BACKGROUND:

North Carolina General Statutes authorize the adoption of Pinehurst #7 Interceptor Replacement Project Ordinance for the lifetime of the project.

IMPLEMENTATION PLAN:

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

FINANCIAL IMPACT STATEMENT:

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

RECOMMENDATION SUMMARY:

Make a motion to adopt the Pinehurst #7 Interceptor Replacement Project Ordinance – Revision 4

SUPPORTING ATTACHMENTS:

Pinehurst #7 Interceptor Replacement Project Ordinance – Revision 4

County of Moore
Pinehurst #7 Interceptor Replacement (Fund 421)
Capital Project Ordinance – Revision 4

Journal 110154

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

Section 1. The capital project authorized is the Pinehurst #7 Interceptor Replacement.

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

Section 3. The following amounts are appropriated for the Pinehurst #7 Interceptor Replacement Capital Project Ordinance:

		Budget	Incr./Decr.	Revised Budget
Engineering Services		174,300$	(6,990)$	167,310$
Construction		2,089,827$	(162,664)$	1,927,163$
Contingency		189,060$	(189,060)$	-$
Sod, Sidewalks and Irrigation		125,000$	(35,201)$	89,799$
Transfer to WPCP		-$	393,915$	393,915$
Total		2,578,187$	-$	2,578,187$

Section 4. The following revenues are anticipated to be available to complete the Pinehurst #7 Interceptor Replacement Capital Project Ordinance:

	Budget	Incr./Decr.	Revised Budget
Transfer from WPCP Operations Fund	2,578,187$	-$	2,578,187$
Total	2,578,187$	-$	2,578,187$

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

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

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

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

Adopted this18th day of May 2021.

_____

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

_____

Laura M. Williams
Clerk to the Board

Agenda Item:

Meeting Date: May 18, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Annette McGraw, Chairperson Juvenile Crime Prevention Council

DATE: 05/11/20

SUBJECT: FY2022 JCPC Funding Plan

PRESENTER: Annette McGraw

REQUEST:
Approve the Juvenile Crime Prevention Council's funding plan as presented and authorize the County Finance Director to execute the Program Agreements, Program Revisions, County Funding Allocation and any future required document revisions with an amount not to exceed the $241,813 ($181,745 +$60,068 expansion funds for Raise the Age) state grant amount. All Program Agreements and revisions are to be reviewed and approved by legal before executing. Also authorize the Chairman to sign the JCPC Council Certification.

BACKGROUND:
The County of Moore projects to receive $241,813 from the North Carolina Department of Public Safety, Division of Adult Correction and Juvenile Justice to fund services to youths most at risk of court involvement. North Carolina Statutes authorizes each County to create a Juvenile Crime Prevention to oversee the disbursement of these funds, as well as to monitor the recipients and to appoint its members. The Moore County Juvenile Crime Prevention Council recommended funding three agencies as part of the County budget process and $11,853 for JCPC Certification.

At its May 4, 2021 meeting the Council approved the following funding:

JCPC: $11,853 for Certification. The $11,853 is to provide a resource employee to assist with administrative support, food & provisions and office supplies.

Moore County Youth Services: $88,230 to provide juvenile restitution, teen court and interpersonal skill building.

Moore Family Connections: $88,230 for Juvenile Structured Day Program to offer an alternative to suspension for middle and high school students.

Boys & Girls Club of the Sandhills: $53,500 for interpersonal skill building in the afterschool and summer programs.

IMPLEMENTATION PLAN:

Once the funding plan is approved, the appropriate Program Agreements and other required documents will be forwarded to the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice for its final approval.

FINANCIAL IMPACT STATEMENT:
The funding for these services is provided from the State. Local funding is provided by local cash match and local in-kind match.

RECOMMENDATION SUMMARY:
Approve the Juvenile Crime Prevention Council's funding plan as presented and authorize the County Finance Director to execute the Program Agreements, Program Revisions, County Funding Allocation and any future require document revisions with an amount not to exceed $241,813 state grant amount. All Program Agreements and revisions are to be reviewed and approved by legal before executing. Also authorize the Chairman to sign the JCPC Council Certification.

SUPPORTING ATTACHMENTS:
County Funding Allocation
JCPC Council Certification
JCPC Certification Budget Sheets

Juvenile Crime Prevention Council Certification

Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Form structure last revised January 29, 2021 NC Department of Public Safety Page 1 of 5

Fiscal Year: 2021-2022 _____

County: MOORE

Date: FY 21-22

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.) 1-Year Funding: FY

2-Year Funding: FY and FY

CERTIFICATION STANDARDS

STANDARD #1 - Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?

YES

B. Is the membership list attached? YES

C. Are members appointed for two-year terms and are those terms staggered? YES

D. Is membership reflective of social-economic and racial diversity of the community? YES

E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? NO

If not, which positions are vacant and why?

(2) persons under the age of 21, difficult to fill (2) VACANT County Commissioner Appointees

STANDARD #2 - Organization

A. Does the JCPC have written Bylaws? . YES

B. Bylaws are attached or on file (Select one.)

C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. YES

D. Does the JCPC have written policies and procedures for funding and review? YES

E. These policies and procedures attached or on file. (Select one.)

F. Does the JCPC have officers and are they elected annually? YES

JCPC has: Chair; Vice-Chair; Secretary; Treasurer.

STANDARD #3 - Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. YES

B. Is a quorum defined as the majority of membership and required to be present in

order to conduct business at JCPC meetings? YES

C. Does the JCPC meet six (6) times a year at a minimum? YES

D. Are minutes taken at all official meetings? YES

E. Are minutes distributed prior to or during subsequent meetings? YES

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STANDARD #5 - Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) YES

B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? YES

STANDARD #6 – No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? YES

Briefly outline the plan for correcting any areas of standards non-compliance.

STANDARD #4 - Planning

A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? YES

B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? YES

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? YES

N/A

MOORE County FY 2021-2022

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members Name Title Designee Race Gender

1) School Superintendent or designee Laura May MCS Communication C F
2) Chief of Police or designee Jason Blackburn Carthage Officer C M
3) Local Sheriff or designee Eric Galloway Lieutenant CID C M
4) District Attorney or designee Neil Oakley Assist. DA/District 29 C M
5) Chief Court Counselor or designee David Wall Chief Court
Counselor AA M
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee
Mary Spell
Moore Access
AA

F
7) Director DSS or designee Bunny Critcher Program Administrator AA F
8) County Manager or designee Caroline Xiong Finance Director A F
9) Substance Abuse Professional Shirlyn Morrison-Sims
Substance Abuse
Professional

AA F
10) Member of Faith Community Joe Keen Pastor C M
11) County Commissioner CATHERINE
GRAHAM
County
Commissioner C F
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles
VACANT
VACANT

13) Juvenile Defense Attorney Cate Fredrick Juvenile Defense Attorney

C F
14) Chief District Judge or designee Warren McSweeney
Court Judge C M

15) Member of Business Community Aulisa Turner Mover AA F

16) Local Health Director or designee Matt Garner Health Dept. Director C M

17) Rep. United Way/other non-profit Ciara Suros Mentoring
Program
Coordinator/B&GC

AA F

18) Representative/Parks and Rec. April Medlin Parks & Rec
Administration C F

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19) County Commissioner appointee Renee Brooks Assist. Clerk Juvenile Court C F

20) County Commissioner appointee DeVault Clevenger
Clinical Director C M

21) County Commissioner appointee Buddy Howell Retired OJJDP C M

22) County Commissioner appointee David Lambert Solid Waste Manager C M

23) County Commissioner appointee Annette
McGraw
Paralegal C F

24) County Commissioner appointee VACANT

25) County Commissioner appointee VACANT

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JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS
Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Agreement
Form structure last revised August 2020
NC Department of Public Safety
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been
awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

Membership
A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?
B. Are members appointed for two-year terms and are those terms staggered?
C. Is membership reflective of social-economic and racial diversity of the community?
D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?
If not, which positions are vacant and why?

Organization
A. Does the JCPC have written Bylaws?
B. Bylaws are
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.
D. Does the JCPC have written policies and procedures for funding and review?
E. These policies and procedures
F. Does the JCPC have officers and are they elected annually?
Meetings
A. JCPC meetings are considered open and public notice of meetings is provided.
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings?
C. Does the JCPC meet six (6) times a year at a minimum?
D. Are minutes taken at all official meetings?
E. Are minutes distributed prior to or during subsequent meetings?
Planning
A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process?
B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS?
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?
Public Awareness
A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?
RFP, Distribution List, and Advertisement attached
B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?
No Overdue Tax Debt
A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Agreement

Form structure last revised August 2020

NC Department of Public Safety

Briefly outline the plan for correcting any areas of standards non-compliance.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS
Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Agreement
Form structure last revised August 2020
NC Department of Public Safety
Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local
Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the
person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named
positions. Indicate race and gender for all appointments.
Specified Members Name Title Designee Race Gender
1) School Superintendent or designee
2) Chief of Police or designee
3) Local Sheriff or designee
4) District Attorney or designee
5) Chief Court Counselor or designee
6) Director, Local Management Entity/
Managed Care Organization (LME/MCO), or
designee

7) Director DSS or designee
8) County Manager or designee
9) Substance Abuse Professional
10) Member of Faith Community
11) County Commissioner
12) A Person Under the Age of 21
13) A Person Under the Age of 21, or a member
of the public representing the interests of
families of at-risk juveniles

14) Juvenile Defense Attorney
15) Chief District Judge or designee
16) Member of Business Community
17) Local Health Director or designee
18) Rep. United Way/other non-profit
19) Representative/Parks and Rec
20) County Commissioner appointee
21) County Commissioner appointee
22) County Commissioner appointee
23) County Commissioner appointee
24) County Commissioner appointee
25) County Commissioner appointee
26) County Commissioner appointee

Form structure last revised 12/20/2013

Department of Public Safety

SECTION V Terms of Agreement

This Agreement is entered into by and between Department of Public Safety (hereinafter referred to as DPS), and Moore County, (hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and Moore County (hereinafter referred to as the Sponsoring Agency).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective Jul 1, 2021 and shall terminate Jun 30, 2022.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be
disbursed in an amount not to exceed the amount $11853 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement
budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the
appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in DPS JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Procedures;
6. Secure local match as required, if applicable, pursuant to 14B NCAC 11B.0105, for approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to DPS JCPC Policy and Procedures for all funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC Policy and Procedures and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State
Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement, or most recently approved Program Agreement Revision;
17. Indemnify and hold harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);
Reference: 14B NCAC 11B, and in compliance with DPS JCPC Policy 2: Operations: Program Operational Requirements

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees;
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, DPS;

Form structure last revised 12/20/2013
Department of Public Safety
Sponsoring Agency and Use of Contractor(s)/Subcontractors
The Sponsoring Agency may engage with independent contractors as needed to perform services or support services
described in the Program Agreement. When independent contractors (funds are included in line item 190 of the budget) are providing services as described in the Program Agreement, the sponsoring agency must:
22. Upload a signed Contract for Professional Services into NCALLIES once the Program Agreement (or Program Agreement Revision) is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and DPS JCPC Policies and Procedures; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement or most recently approved Program Agreement Revision.
The JCPC shall:
1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Code; N.C.G.S. §143B-801 (a);143B-602;143B-851
3. Review and locally approve Program Agreement Revision(s) received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS (applicable only to JCPC funded agencies);
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC Policy 3.
Operations: Program Oversight and Monitoring
Reference: 14B NCAC 11B.0202 and DPS JCPC Policy 1, 7, 8, 9, 10, and 11.
The County shall:
1. Ensure the Sponsoring Agency is appropriately licensed, and either local public agencies, 501(c) (3) non-profit corporations or local housing authorities (applicable only to JCPC funded agencies);
2. Use funds only for the purposes DPS has approved in the Program Agreement or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with DPS JCPC Policies and Procedures and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and jointly submit Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
Reference: 14B NCAC 11B; DPS JCPC Policy 3, 7, 8, 9, 10, and 11
Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether
sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:
(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).
In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring
Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.
Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the
enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the
express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed
an incidental beneficiary only.
Property Rights
Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of
DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.
Physical Property: the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will
reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring
Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative
Code and JCPC policy.
Reference: 14B NCAC 11B.0110; DPS JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds DPS disbursed to the County for the Sponsoring Agency must be refunded/reverted
back to DPS at the close of fiscal year or upon termination of this Agreement.
Accountability for Funds
Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This
audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the, "Federal
Single Audit Act of 1984".
Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor’s office as required by law, to the County
and DPS, and to other recipients as appropriate within nine (9) months after the end of the program’s fiscal year.
Oversight
Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7.
Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.
Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission
of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
No Overdue Tax Debt – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of
directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, Certification of No

Overdue Tax Debts, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time of Program Agreement submission.

Form structure last revised 12/20/2013
Department of Public Safety
Conflict of Interest – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its
board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.
Proof of 501(c) (3) – Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement. Not for profit organizations must upload proof of the Sponsoring Agency's 501 (c) (3) status.
Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested in writing by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.
Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent
it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program
Agreement shall remain in full force and effect.
Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by
giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of
DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for
any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.
Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an
authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.
Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
END OF SECTION V – Terms of Agreement

Form JCPC/PA 001 JCPC Program Agreement
Form structure last revised 12/31/2012
Department of Public Safety
SECTION VI: BUDGET NARRATIVE
JCPC Administration Fiscal Year FY 21-22
Item #Justification Expense In Kind Expense
120 Personnel: JCPC Administrative Support position (20% of
salaried position)
$7,371
180 FICA/Medicare (563.86), Retirement (841), 401K (110.56),
Health Ins (1,780), Life Ins (36), Wellness Assessment (100) =
$3,431.42
$3,432
220 Food for JCPC meetings $300
260 Paper, pens, notebooks, and supplies for JCPC usage $750
TOTAL $11,853
Job Title
Annual Expense
Wages
Annual In Kind
Wages
JCPC Administrative Support (12 month position, 20% of salaried position)$7,371
TOTAL $7,371

Form JCPC/PA 001 JCPC Program Agreement
Form structure last revised 12/31/2012
Department of Public Safety
SECTION VII Program:JCPC Administration
Fiscal Year:FY 21-22 Number of Months:12
Cash In Kind Total
I. Personnel Services $10,803 $10,803
120 Salaries & Wages $7,371 $7,371
180 Fringe Benefits $3,432 $3,432
190 Professional Services* $0
*Contracts MUST be attached
II. Supplies & Materials $1,050 $1,050
210 Household & Cleaning $0
220 Food & Provisions $300 $300
230 Education & Medical $0
240 Construction & Repair $0
250 Vehicle Supplies & Materials $0
260 Office Supplies and Materials $750 $750
280 Heating & Utility Supplies $0
290 Other Supplies and Materials $0
III. Current Obligations & Services $0
310 Travel & Transportation $0
320 Communications $0
330 Utilities $0
340 Printing & Binding $0
350 Repairs & Maintenance $0
370 Advertising $0
380 Data Processing $0
390 Other Services $0
IV. Fixed Charges & Other Expenses $0
410 Rental or Real Property $0
430 Equipment Rental $0
440 Service and Maint. Contracts $0
450 Insurance & Bonding $0
490 Other Fixed Charges $0
V. Capital Outlay $0
[This Section Requires Cash Match]
510 Office Furniture & Equipment $0
530 Educational Equipment $0
540 Motor Vehicle $0
550 Other Equipment $0
580 Buildings, Structure & Improv. $0
Total $11,853 $11,853

Form JCPC/PA 001 JCPC Program Agreement
Form structure last revised 12/31/2012
Department of Public Safety
SECTION VIII SOURCES OF PROGRAM REVENUE (ALL SOURCES)
FY 21-22 Moore County Funding ID: 363-XXXX
Sponsoring Agency: Moore County Program: JCPC Administration
$11,853 DPS/JCPC Funds * This is the amount approved in your application
0%Local Match Rate Is the Local Match Rate 10%, 20% or 30%?
County Cash (Specify Source)
Local Cash (Specify Source)
Local Cash (Specify Source)
Local In-Kind (Specify Source)
Other (Specify Source)
Other (Specify Source)
Other (Specify Source)
Other (Specify Source)
$11,853 TOTAL $0 $0
Required Local Match Match Provided
Authorizing Official, Department of Public Safety Date
The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.
Chair, County Board of Commissioners or County Finance Director Date
The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention
Council.
Chair, Juvenile Crime Prevention Council Date
Program Manager Date

Agenda Item:
Meeting Date: 6/1/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tammy Schrenker, Director

DATE: May 1, 2021

SUBJECT: MOU with Moore County Transportation Services FY2021-2022

PRESENTER: Tammy Schrenker, DSS Director

REQUEST:

DSS requests a Memorandum of Understanding (MOU) for Non-Emergency Medicaid Transportation to be provided by MCTS. There is no dollar amount associated with this MOU because MCTS will be paid directly through the NC TRACKS payment system.

BACKGROUND:

This MOU is with Moore County Transportation Services, the primary carrier of eligible Moore County clients to approved Medicaid appointments. This is a mandated program and required by Medicaid policy for provision of non-emergency Medicaid transportation services for eligible citizens.

IMPLEMENTATION PLAN:

Medicaid Transportation provides transportation services for eligible citizens.

FINANCIAL IMPACT STATEMENT:

There is no financial impact to the County because MCTS will be paid directly through the NC TRACKS system.

RECOMMENDATION SUMMARY:

Make a motion that the Board of Commissioners approves the MOU with Moore County Transportation Services.

SUPPORTING ATTACHMENTS:

Contract Documents

FN 21-0196

STATE OF NORTH CAROLINA MEMORANDUM OF UNDERSTANDING

COUNTY OF MOORE

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into this 1st day of July, 2021, by and between the Moore County Department of Social Services (“DSS”) and Moore County Transportation Services (“MCTS”).

WITNESSETH: WHEREAS, DSS is responsible for arranging transportation services for Medicaid clients; and WHEREAS, MCTS is a department of the County of Moore and provides transportation services within Moore County and surrounding areas. NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties understand and agree as follows: 1. DSS will utilize MCTS as the primary vendor for Medicaid transportation services. 2. The term of this MOU shall be from July 1, 2021, through June 30, 2022.

3. DSS and MCTS will make use of NCTracks, the State of North Carolina’s multi-payer Medicaid Management Information System for the N.C. Department of Health and Human Services.

4. MCTS will be paid per Medicaid client at the following rates: $2.16 per mile.

5. MCTS will receive direct Medicaid payments through NCTracks. 6. The parties will cooperate with one another to ensure the timely processing of all information necessary to facilitate prompt payment to MCTS through NCTracks.

7. DSS will: a. Perform all Prior Authorization (“PA”) submissions; b. Ensure that all Medicaid ID numbers are accurate; c. Work with MCTS on all payment denials; d. Comply with MCTS policies and procedures for scheduling and cancelling trips; and

e. Make MCTS aware of Medicaid clients with special needs (e.g. wheelchairs, attendants, car seat requirements, etc.).

8. MCTS will:

a. Enter all eligible trips into NCTracks for payment;

b. Identify NCTracks denials and work with DSS to resolve them;

c. Inform DSS on a weekly basis of no shows;

d. Inform DSS on a monthly basis of all cancellations;

e. Send DSS a reconciliation statement the month following the service and include the Medicaid client’s name, Medicaid Identification Number, and addresses of pickup and drop off locations; and

DocuSign Envelope ID: 3C39D61C-5655-4BFD-8CA7-85BA78ED2888

f. Inform DSS if MCTS believes that a Medicaid client is in need of an attendant to assist with medical appointments.

9. All appointments must be approved by DSS prior to the provision of services by MCTS. 10. Medicaid Client Behavior: a. All Medicaid clients will be required to act according to MCTS Policies and Procedures.

b. If MCTS discharges a Medicaid client, MCTS must inform DSS of the discharge within the hour.

c. If a determination is made by MCTS that the Medicaid client is no longer eligible to use MCTS services, DSS will inform the Medicaid client of that decision and will make other transportation arrangements for the Medicaid client.

11. If MCTS's driver refuses to pick up a Medicaid client for any reason other than the Medicaid client is a danger to the driver or other clients, MCTS will not be reimbursed for the ride.

12. MCTS will ensure that all drivers are of legal age and licensed to operate the specific vehicle used to transport Medicaid clients. 13. MCTS will ensure that all vehicles transporting Medicaid clients will have at least the minimum level of liability insurance appropriate for the type of vehicle. Currently, $1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less. 14. MCTS will ensure that all vehicles used to transport Medicaid clients have valid State registration and State inspection.

15. MCTS will participate in a N.C. Department of Transportation approved random alcohol and drug testing program.

16. The parties are compliant with and adhere to all applicable Federal and State laws. 17. This Memorandum may be terminated by either party upon 30 days written notice to the other.

_____ Tammy Schrenker Debra Ensminger Director Planning and Transportation Director ATTEST: _____

_____ Laura M. Williams Francis R. Quis, Jr., Chairman Clerk to the Board Board of Commissioners This instrument does not involve the payment of County funds and is not subject to the Preaudit Requirement of N.C.G.S. § 159-28(a1).

_____

DocuSign Envelope ID: 3C39D61C-5655-4BFD-8CA7-85BA78ED2888

Agenda Item: Meeting Date: May 18, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Major Andy Conway DATE: May 10, 2021 SUBJECT: AMENDMENT TO THE PREVIOUSLY APPROVED MCA CONTRACT

REQUEST: We are requesting that the Board of Commissioners approve an amendment to the previously approved contract with Mobile Communications America (MCA) to include the the sales tax which was not included in the original bid document.

BACKGROUND: The original bid that was submitted by Mobile Communications of America did not contain the 7% sales tax as required. This amendment is to include that 7% sales tax only.

FINANCIAL IMPACT: The original cost of the bid submitted by MCA without sales tax was for $124,869.24. The 7% sales tax amounts to $8,740.78. The new total needed to amend the conract is $133,609.02

IMPLEMENTATION PLAN: If approved, we would amend the previously approved contract with MCA and proceed with the original implementation plan.

RECOMMENDATION SUMMARY: The Sheriff requests a motion for the Commissioner's to amend the previously approved contract with MCA to cover the cost of tax (8,740.78) for a final cost of $133,609.02

ATTACHMENTS: 1. Copy of the amended bid document 2. Copy of the amended contract

FN 21-0153a

STATE OF NORTH CAROLINA CONTRACT AMENDMENT NO.

1 COUNTY OF MOORE

This Contract Amendment No. 1 (this “Amendment”), is made this 18th day of May, 2021, between the County of Moore (the “County”) and Mobile Communications America, Inc. (the “Contractor”).

WITNESSETH WHEREAS, the County and Contractor previously entered into an agreement on April 2, 2021, which was for a public safety radio distributed antenna system (DAS) for the Moore County Detention Center (the “Original Agreement”); and WHEREAS, due to the exclusion of the tax amount in the Original Contract, the County and Contractor now desire to amend the Original Agreement to increase the not to exceed amount by $8,740.78 from $124,868.24 to $133,609.02. NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows: 1. The first sentence of Section 3 of the Original Agreement will be amended to read, “During the

term of this Contract, the Contractor will receive from the County a sum not to exceed $133,609.02 as full compensation for the provision of services as provided herein.”

2. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above. COUNTY OF MOORE

MOBILE COMMUNICATIONS AMERICA, INC. Frank R. Quis, Jr. Chairman Frank Vanderbilt Board of Commissioners Chief Operations Office ATTEST: _____

Laura M. Williams Clerk to the Board PREAUDIT CERTIFICATE This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal

Control Act. _____ Finance Officer

DocuSign Envelope ID: 0AEBCC0B-0AC9-4B44-98ED-11EC7FD3EDCF

Agenda Item:
Meeting Date: May 18, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint

DATE: May 18, 2021

SUBJECT: Purchase of Equipment for Control Room

REQUEST:

We are requesting that the Board of Commissioners approve the purchase of two commanders for the control rooms at the Detention Center.

BACKGROUND:

Over time equipment wears out and or becomes outdated. Our controls operate 24 hours a day 7 days week. The current commanders that open and close all the doors need to be updated.

FINANCIAL IMPACT:

If approved by the Board, the County will not incur any additional cost. The purchase of these commanders was planned and budgeted for.

IMPLEMENTATION PLAN:

If adopted by the Board, the Detention Center will be able to purchase the commanders.

RECOMMENDATION SUMMARY:

Sheriff Fields has requested that the Board approve the justification of sole source and purchase of the two commanders for the Detention Center from Stanley Convergent Security Solutions Inc. and authorize the Board Chair to sign the same.

MOTION:

Sheriff Fields has requested that the Board approve the justification of sole source and purchase of the two commanders for the Detention Center from Stanley Convergent Security Solutions Inc. and authorize the Board Chair to sign the same.

ATTACHMENTS:

1. Sole Source Letter
2. Moore County Upgrade Commander Quote

Stanley C onvergent Security Solutions, Inc

2 C ommanders for C ontrol Rooms

$35,105.00

wf

wf

wf

wf

05/14/2021

05/14/2021

05/14/2021

Agenda Item: Meeting Date: May 18, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gene Boles, Property Management Interim Director DATE: May 05, 2021 SUBJECT: Twenty of the County Facilities will be getting Modular

Needlepoint Bipolar Ionization Air Purification Systems. Purchase is for materials only. PRESENTER: Gene Boles

REQUEST:

To make a motion to approve the Sole Source purchase of the GPS Air Purification Needle Point Bipolar Ionization materials based on a contract between the County of Moore and Hoffman and Hoffman Inc. for the remainder of 20 county facilities.

BACKGROUND:

Purchasing Global Plasma Solutions air purification needle point Bipolar Ionization materials from Hoffman and Hoffman Inc. The material sizes and each device are listed in the quotes for each of the 20 County Facilities.

The county had previously purchased the air purification systems for 10 bldgs. that were completed

before. This will cover the remainder of the facilities. IMPLEMENTATION PLAN: Upon approval by the Board of Commissioners will forward Sole Source to Hoffman and Hoffman

Inc.to make the purchase of the remainder of the air purification systems.

Labor will come out of Building Improvement funds. FINANCIAL IMPACT STATEMENT:

Total cost to the County of Moore is $73,804.57. This purchase is in conjunction with the

continuation of our CRF Projects that were carried over from the Coronavirus Relief Funds and Property Management Building Improvements due to the project and installation taking place after the CRF funds expire.

RECOMMENDATION SUMMARY: Make a motion to approve Sole Source between the County of Moore and Hoffman and Hoffman Inc. in the amount of $73,804.57 for the materials for all 20 County Facilities and authorize Chairman to sign.

SUPPORTING ATTACHMENTS: Contract

Quotes

Sole Source Justification Form Systems Description Addendum

Hoffman and Hoffman Inc.
P.O. Box 77258
3816 Patterson Street
Greensboro, NC 27417
USA
Phone: (336) 292-8777
Fax: (336) 292-6822
Email: Randy.Collins@hoffman-hoffman.com
Web: www.hoffman-hoffman.com
Project Name:
Project Location:
Customer:
Engineer:
Quote:
Date:
Phase 2 032221
Carthage
Moore County Government
Randy Collins
HHI-032221-11801-B By: Randy Collins
April, 08, 2021
Model
Qty
Per
AHU Add On Add On 2
AHU
Qty AHU Tag Unit Total
GPS-FC48-AC 1 2 Central Services $497.00 $994.00
GPS-FC48-AC 1 3 Davis Center $497.00 $1,491.00
GPS-FC48-AC 1 2 Landfill $497.00 $994.00
GPS-FC48-AC 1 3 Public Works $497.00 $1,491.00
GPS-FC48-AC 1 3 Animal Control 3
FC 48
$497.00 $1,491.00
GPS-iRIB-18 1 1 Animal Control 1
IRIB
$376.00 $376.00
GPS-iRIB-18 1 2 Health Dept 2 Iribs $376.00 $752.00
GPS-FC48-AC 1 2 Property
Management
$497.00 $994.00
GPS-FC48-AC 1 2 Library $497.00 $994.00
GPS-FC48-AC 1 1 Child Support 1 fc
48
$497.00 $497.00

GPS-iRIB-18 1 2 Child Support 2
iribs
$376.00 $752.00
GPS-FC48-AC 1 1 Day Reporting $497.00 $497.00
GPS-FC48-AC 1 2 Pinehurst EMS $497.00 $994.00
GPS-FC48-AC 1 2 Glendon EMS $497.00 $994.00
GPS-FC48-AC 1 1 Union Pine EMS $497.00 $497.00
GPS-FC48-AC 1 1 North Moore EMS $497.00 $497.00
GPS-FC48-AC 1 3 Parks & Rec $497.00 $1,491.00
GPS-FC48-AC 1 24 DSS $497.00 $11,928.00
GPS-FC48-AC 1 4 Elections $497.00 $1,988.00
GPS-FC48-AC 1 4 Old Jail 4 fc48 6
ibars
$497.00 $1,988.00
GPS-iMod-36-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Jail AHU-8 $2,499.00 $2,499.00
GPS-iMod-36-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Jail AHU-7 $2,499.00 $2,499.00
GPS-iMod-36-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Jail AHU-9 $2,499.00 $2,499.00
GPS-iMod-30-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Jail AHU-10 $2,291.00 $2,291.00
GPS-iMod-36-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Jail AHU-01 $2,499.00 $2,499.00
GPS-iMod-48-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Jail AHU-02 $2,928.00 $2,928.00

Hoffman and Hoffman Inc.
P.O. Box 77258
3816 Patterson Street
Greensboro, NC 27417
USA
Phone: (336) 292-8777
Fax: (336) 292-6822
Email: Randy.Collins@hoffman-hoffman.com
Web: www.hoffman-hoffman.com
Project Name:
Project Location:
Customer:
Engineer:
Quote:
Date:
Phase 2 032221
Carthage
Moore County Government
Randy Collins
HHI-032221-11801-B By: Randy Collins
April, 08, 2021
Model
Qty
Per
AHU Add On Add On 2
AHU
Qty AHU Tag Unit Total
GPS-iRIB-18 2 2 Old Courthouse 2
iribs mini split
$751.00 $1,502.00
GPS-FC-3-BAS 1 42 Old Courthouse 42
fc3
$441.00 $18,522.00
GPS-FC24-AC 1 2 Old Courthouse
Tax Apr. ofc
$476.00 $952.00
GPS-iMod-60-Snap 1 1 GPS-iMod-PS No Outdoor Enclosure 1 Old Courthhouse
AHU
$3,358.00 $3,358.00
GPS-FC48-AC 1 4 Currie Building
revised
$497.00 $1,988.00
Freight $567.57
Totals 32 122 $73,804.57
Model Line Item Comment

GPS-iMod-36-Snap Line 21: 3-Magnet
GPS-iMod-36-Snap Line 22: 3-Magnet
GPS-iMod-36-Snap Line 23: 3-Magnet
GPS-iMod-30-Snap Line 24: 3-Magnet
GPS-iMod-36-Snap Line 25: 3-Magnet
GPS-iMod-48-Snap Line 26: 4-Magnet
GPS-iMod-60-Snap Line 30: 5-Magnet
Model Product Description
GPS-FC48-AC The GPS-FC48-AC is an auto-cleaning, no maintenance, NPBITM system designed to handle up to 4,800 CFM. The unit is designed for
multiple mounting options including fan inlet, interior duct wall or interior duct floor.
GPS-iRIB-18 The patented GPS-iRIB 18-inch and 36-inch are made from a flexible heat and cold resistant, inert Kapton material containing a circuit with
special carbon fiber ionization needles soldered into the circuit traces. What was a mechanism to transport voltage and signals between solid
objects has now been engineered to deliver the highest level of ionization with the least amount of energy in the most compact size.
GPS-iMod-%-Snap The GPS-iMod-xx-Snap™ design is a modular ionization system consists of 6-inch needlepoint bipolar ionization output modular sections, a
power head with standard 6-foot HV cable, mounting magnets and an end cap. The 6-inch sections are SNAPPED together to make up the
desired system length, then terminated on the one end with the power head and sealed at the other end with the end cap. iMOD section
dimensions are 6"L x 0.75"W x 1.6"H and weighs 0.24 pounds per 6" section.
GPS-iMod-PS GPS-iMOD® modular ionization bar power supply with capacity to power up to six total bars, rated for 24V to 240VAC input (using the
internal selector switch to set the correct voltage), integral BAS alarm contacts and on/off switch. Dimensions are 9"L x 3.25"W x 4.75"H and
weighs 4.7 pounds.

32Totals 122
Taxes $ 5,309.68
79,114.25

Hoffman and Hoffman Inc.
P.O. Box 77258
3816 Patterson Street
Greensboro, NC 27417
USA
Phone: (336) 292-8777
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Email: Randy.Collins@hoffman-hoffman.com
Web: www.hoffman-hoffman.com
Project Name:
Project Location:
Customer:
Engineer:
Quote:
Date:
Phase 2 032221
Carthage
Moore County Government
Randy Collins
HHI-032221-11801-B By: Randy Collins
April, 08, 2021
Model Product Description
GPS-FC-3-BAS The GPS-FC-3 unit is designed to be mounted inside of fan coil units, heat pumps, PTACs, ductless mini-splits and air handlers up to 3,200
CFM or 8 tons. Its compact size and simple mounting requirements allow it to be mounted almost anywhere in a few minutes.
GPS-FC24-AC The GPS-FC24-AC is an auto-cleaning, no maintenance, NPBITM system designed to handle up to 2,400 CFM. The unit is designed for
multiple mounting options including fan inlet, interior duct wall or interior duct floor.
Powered by TCPDF (www.tcpdf.org)

Hoffman & Hoffman, Inc.

P urchasing Global P lasma Solutions air purification needle point Bi-P olar Ionizationmaterials from Hoffman & Hoffman

$73,804.57

X

05/14/2021

05/14/2021

05/14/2021

Agenda Item: Meeting Date: May 18, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tami Golden, Budget Manager/Internal Auditor

DATE: May 7, 2021 SUBJECT: Amendment 1 to original Partner's in Progress Contract dated 6/5/18

PRESENTER: REQUEST: Make a motion to approve Amendment 1 to the original contract entered into between the County of

Moore and Moore County Partner's in Progress on June 5, 2018.

BACKGROUND: The original contract approved on June 5, 2018, provided a $20,000 grant to Partner's in Progress for the Sandhills AG Innovation Center (the "SAIC") which is a project supported by the Grantee, in partnership with the Grantor and Richmond County, through the Golden LEAF Foundation

Prosperity Zone Grant, which was developed to assist farmers in the Sandhills region to become profitable by opening up new markets to the farmers.

The original contract was for one year and expired on June 30, 2019. The Board of County Commissioners, at their June 4, 2019, regular meeting approved extending the original contract to June 30, 2022.

An audit was completed during FY 2021. Payments were made to farmers from Partner's in Progress

from June 25, 2018, through June 5, 2020, in the amount of $4,049.20 leaving a $15,950.80 balance as of March 2021. There are a few potential allocations to farmers that may take place by the end of this fiscal year that may reduce the final balance.

This agenda item extends the contract to June 30, 2021, and asks that any remaining funds as of July

1, 2021, be returned to the county by July 31, 2021, by Moore County Partner's in Progress.

IMPLEMENTATION PLAN: To amend the original expiration date of the contract to June 30, 2021. After June 30, 2021, any remaining funds would be returned to the county by July 31, 2021.

RECOMMENDATION SUMMARY:

To make a motion to approve Amendment 1 for the contract entered into between the County of Moore and Moore County Partner's in Progress to extend the original contract to June 30, 2021, and any remaining funds after June 30, 2021, be returned to the County by Moore County Partner's in Progress by July 31, 2021.

SUPPORTING ATTACHMENTS: Amendment 1

Original Contract dated 6/5/2018 between County of Moore and Moore County Partner's in Progress

Payments made to Farmers from 6/25/18 through 6/5/2020. County Commissioner Meeting Minutes June 4, 2019

FN 18-0060c

STATE OF NORTH CAROLINA AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this “Amendment”), is made this 18th day of May, 2021, between the County of Moore (the “County”), and Moore County Partners in Progress (the “Grantee”).

WHEREAS, the County and Grantee previously entered into an agreement dated June 5, 2018, which was for the support of the Sandhills AGInnovation Center (SAIC), in partnership with Richmond County, through the Golden LEAF Foundation Prosperity Zone Grant which was developed to assist farmers in the Sandhills region to become profitable by opening up new markets to the farmers through Good Agricultural Practices (“GAP”) certification (the “Original Agreement”); and

WHEREAS, due to a request for a term extension of the “GAP” certification grant agreement, made by Partners in Progress and approved by the Moore County Board of Commissioners at their regular June 4, 2019 meeting, the County and Grantee now desire to retroactively amend the Original Agreement to extend the term of the contract from June 30, 2019 to June 30, 2021 and have any remaining grant funds returned to the General Fund of the County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows: 1. Section 5 of the Original Agreement is amended to read: “The term of this Agreement shall begin on the

date first written above and, unless sooner terminated as provided herein, shall expire on June 30, 2021. This Agreement will not be renewed and any remaining funds will be returned to the General Fund of the County.” 2. Except as provided for by this Amendment No. 1, the Original Agreement will remain in full force and

effect. The parties have expressed their agreement to these terms by causing this Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above. COUNTY OF MOORE MOORE COUNTY PARTNERS IN PROGRESS Francis R. Quis, Jr., Chairman Patrick A. Corso

Board of Commissioners Executive Director ATTEST _____

Laura M. Williams, Clerk to the Board PREAUDIT CERTIFICATE This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

2:45 PM
02/16/21
Cash Basis
Moore County Partners In Progress
Transaction Detail By Account
July 1, 2017 through February 16, 2021

MOORE COUNTY PARTNERS IN PROGRESS
TRANSACTION DETAIL BY ACCOUNT
FOR PERIOD: July 1, 2017 - February 16, 2021

Type Date Num Name Memo Paid Amount Balance
GAP Certification Reimb Funds
Invoice 06/25/2018 1301 County of Moore Funding per 6/5/18 agreement between Moore County & Partners in Progress for GAP certification r...20,000.00 20,000.00
Total GAP Certification Reimb Funds 20,000.00 20,000.00
GAP Certification Reimb Expense
Bill 02/01/2019 GAP reimbursement Priest Family Farm, LLC 80% reimbursement of GAP certification 3rd party audit fee 4-11-18 (per PIP-Moore County Agreeme...-664.00 -664.00
Bill 03/01/2019 GAP reimbursement John S. Blue 80% reimbursement of $668 GAP certification 3rd party audit fee 4-11-18 (per PIP-Moore County Ag...-534.40 -1,198.40
Bill 03/15/2019 GAP reimbursement Millard L. Locklear 80% reimbursement of $884 GAP certification 3rd party audit fee 6-11-18 (per PIP-Moore County Ag...-707.20 -1,905.60
Bill 07/19/2019 GAP reimbursement Priest Family Farm, LLC 80% reimbursement of 2019 GAP certification 3rd party audit fees (per PIP-Moore Co agreement 6-5...-993.60 -2,899.20
Bill 12/20/2019 GAP audit reimb.Sandhills AGInnovation Center 80% reimbursement of 2019 GAP certification 3rd party audit fees (per PIP-Moore Co agreement 6-5...-276.00 -3,175.20
Bill 06/05/2020 GAP reimbursement Priest Family Farm, LLC 80% reimbursement of 2020 GAP certification 3rd party audit fees (per PIP-Moore Co agreement 6-5...-874.00 -4,049.20
Total GAP Certification Reimb Expense -4,049.20 -4,049.20
TOTAL 15,950.80 15,950.80

Agenda Item: Meeting Date: May 18, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: May 5, 2021 SUBJECT: FY 2022 Recommended Moore County Budget

PRESENTER: J. Wayne Vest REQUEST:

The request is to receive the Fiscal Year 2021-2022 Recommended Moore County Annual Budget from the County Manager. BACKGROUND:

The Budget Team has been meeting since December 2020. Fiscal year 2021-2022 requests have been made by County Department Directors, Moore County Schools, Sandhills Community College, Sandhills Center for Mental Health/Development Disabilities/Substance Abuse Service and others.

IMPLEMENTATION PLAN:

The FY22 Budget Public Hearing is scheduled for Tuesday, June 15, 2021, at 5:30 p.m. The targeted date for adoption of the Moore County Budget Ordinance will be determined between Wednesday, June 16, 2021, and no later than Wednesday, June 30, 2021 at a special called meeting of the Moore County Board of Commissioners.

RECOMMENDATION SUMMARY: The recommendation is to receive the Fiscal Year 2021-2022 Recommended Budget as presented by the County Manager.

SUPPORTING ATTACHMENTS: The FY2021-2022 Recommended Budget Power Point Presentation for the FY2021-2022 Recommended Budget

Agenda Item: Meeting Date: March 2, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Pat Corso, Executive Director, Moore County Partners in Progress DATE: February 16, 2021

SUBJECT: EDA Grant Matching Funds Request PRESENTERS: Tom Robinson, Carthage Town Manager & Kathy Liles, Carthage Planning Director REQUEST: Request that the Board of Commissioners approve Moore County government providing the following: 1) Twenty percent (20%) of the total Buggy building repair and renovation project costs related to the Town of Carthage's and Moore County Partners in Progress' (PIP) joint Entrepreneurship Hub project for northern Moore County. This 20% is the local matching share required for an Economic Development Administration (EDA) FY2020 Public Works construction grant. 2) A letter of support documenting the commitment of the matching funds, as required for the grant application. BACKGROUND: The County Commissioners are already familiar with the Entrepreneurship Hub project for northern Moore County, as it was originally presented to the Commissioners at their September 17, 2019 Board meeting. Most recently, Creative Economic Development Consulting (CEDC), as contracted by PIP, completed the market analysis and feasibility study for the Hub, and presented the positive findings of both reports to the County Commissioners at their January 19, 2021 meeting.

As CEDC explained in the presentation at the 1/19/21 Commissioners' Board meeting, research indicates that the historic "Buggy" building at 104 S. Ray Street in Carthage could be a viable and sustainable location for the Hub. This building is owned by the Town of Carthage, and at their 1/19/21 meeting, the Town's Board of Commissioners expressed their support not only for the Hub concept, but also for renovating and establishing the Buggy building as the Entrepreneurship Hub facility. In substantial disrepair, the 2-story, 4,675 +/- square-foot Buggy building will require extensive repairs and refurbishing to be repurposed as the Hub. As a frame of reference, these costs are estimated to be in the range of at least $800,000 based on cost estimates previously obtained. The Town of Carthage is in the process of getting another, more up-to-date estimate from a local commercial builder. The Town, as the lead applicant, intends to apply for an EDA FY2020 Public Works construction grant in the amount of eighty percent (80%) of the total renovation project costs. PIP will be the co-applicant for the grant. The grant requires that the remaining twenty percent (20%) must be matching funds committed to the project from non-federal sources. Grant applicants must provide documentation to the EDA that the matching share will be "committed to the project for the period of performance, be available as needed, and not be conditioned or encumbered in any way." Both the 80% and 20% specific amounts will soon be confirmed based on all cost estimates to ensure that adequate funds will be requested from the EDA to complete all repairs and renovations

including any possible contingencies.

IMPLEMENTATION PLAN:

The Town of Carthage will apply for an EDA FY2020 Public Works construction grant in the amount of 80% of the Buggy building's renovation project costs, with PIP as the co-applicant. The grant application will include a letter from Moore County specifying its commitment to provide the required 20% local matching funds in the form of cash.

FINANCIAL IMPACT STATEMENT: As required by the grant, Moore County is committing to provide the 20% matching share of the repair and refurbishment project costs to repurpose the Buggy building in Carthage as the Entrepreneurship Hub facility. These funds will be payable by the County only if the project is selected by the EDA for a grant award. Furthermore, if awarded, the grant funds will be paid by the EDA as a reimbursement of actual renovation project costs incurred; therefore, the County will only be obligated to pay 20% of the total actual project costs incurred. The EDA has not specified an award announcement date for this grant program but has indicated that it may be as long as 6 to 9 months after the application is submitted for the EDA to announce an award. As a result, the 20% matching share requested from Moore County will impact the County's 2021-2022 fiscal budget if the grant is awarded.

RECOMMENDATION SUMMARY: Make a motion and approve Moore County government providing the following: 1) Twenty percent (20%) of the total Buggy building repair and renovation project costs related to the Town of Carthage's and Moore County Partners in Progress' (PIP) joint Entrepreneurship Hub project for northern Moore County. This 20% is the local matching share required for an Economic Development Administration (EDA) FY2020 Public Works construction grant. 2) A letter of support documenting the commitment of the matching funds, as required for the grant application.

SUPPORTING ATTACHMENTS: Draft Matching Funds Commitment Letter

CONTACT INFORMATION

Pat Corso, Executive Director Moore County Partners in Progress 910-246-0311 patcorso@moorebusiness.org

DRAFT FUNDING COMMITMENT LETTER (on County of Moore letterhead)

March 2, 2021 Ms. Hillary Sherman, Economic Development Representative
Economic Development Administration
401 West Peachtree Street NW, Suite 1820 Atlanta, GA 30308

Dear Ms. Sherman,

The Town of Carthage is applying for the EDA's FY2020 Public Works Construction Grant for the Town of Carthage's and Moore County Partners in Progress' joint Entrepreneurship Hub project for northern Moore County, NC. Following the successful completion of Partners in Progress' "Entrepreneurial Ecosystem Assessment & Entrepreneurial Incubator Hub Feasibility Study to Support Disaster Recovery, Economic Resiliency, and Diversification" (EDA Award #04-69-07427), this application for a construction grant is the next phase of the project. A total budget of $_____ is proposed for this project, comprised of the federal share of $_____ (80% of the total project cost) that is being requested through this grant, and the non-federal share of $_____ (20% of the total project cost) which represents the required matching funds. Please accept this letter as a commitment that these matching funds will be provided by County of Moore local government in the form of cash and are immediately available, committed, and unencumbered over the life of the project. Sincerely,

Agenda Item: Meeting Date: 5/18/21

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technology Director

DATE: 5/10/2021

SUBJECT: Copier Management Program Agreement PRESENTER: Chris Butts

REQUEST: Approval to enter a five-year copy, print, scan management program with Systel Business Equipment. BACKGROUND:

Moore County entered their first five-year copy management program in 2006 and have continued to with this service since. In January 2021 Moore County issued a Request for Proposals for Copy Management Services. Multiple proposals were received with the lowest proposal being Systel Business Equipment.

Under this program Moore County is not responsible for additional maintenance, repair supplies or consumable cost such as staples and toner.

It is Moore County's goal for staff to utilize strategically placed multi-function devices to eliminate the need for individual devices.

IMPLEMENTATION PLAN: Moore County Information Technology staff will meet with Systel Business Equipment to review all current copiers deployed and identify new replacement machines that match or exceed with the existing device. During this process, it will be determined if the current device is appropriate based on the historical usage to ensure the best device is deployed.

The goal is to have all machines included in the RFP replaced during the month of June 2021 in which time the county's existing contract will be expired. Thereafter, equipment will be replaced, moved or removed as needed per Moore County's request for the term of the agreement. FINANCIAL IMPACT STATEMENT: Existing program cost per page: $0.0237 for black/white and $0.055 for color.

Systel Business Equipment program cost per page: $0.0189 for black/white and $0.04 for color.

Based on 5 year historical copier/print usage in the county, we believe at this rate the cost to not exceed $112,000 which is what has been budgeted for the past 5 years.

RECOMMENDATION SUMMARY:

Make a motion to approve and enter into a new five-year Copier Management Program Agreement with Systel Business Equipment with an amount not to exceed $112,000.00 per year.

SUPPORTING ATTACHMENTS: Service Contract

State of North Carolina
County of Moore

Copy and Print
Management Agreement

This Agreement made and entered into this 18th day of May, 2021, by and between Systel Business Equipment Co., Inc., ("Systel"), a North Carolina Corporation located at 2604 Fort Bragg Road Fayetteville, NC 28303, and the County of Moore ("Moore County"), a North Carolina County Government operating under the laws of North Carolina, located at 1 Courthouse Square Carthage, NC 28327;

WITNESSETH:

I. Intent. Whereas both Systel and Moore County are entering into this Agreement for Systel to be the sole provider of multi-functional copying and printer equipment and solutions ("the equipment") inclusive of supplies, repair parts and service (except paper) to Moore County pursuant to RFP # 2021-14 for Moore County Copy Management Program Services. Moore County RFP # 2021-14 along with any addendums and Systel's Response document are incorporated herein by reference except as may be detailed below. To the extent of any conflict between the RFP and this Agreement and/or the Systel Response Document, the RFP terms and conditions will prevail. Systel will provide the equipment described in Exhibit A, attached hereto and incorporated by reference, and other similar equipment as may be required by Moore County during the term of this Agreement. Systel and Moore County will keep a continuous tabulation of actual placements under this Agreement and that tabulation shall be considered Exhibit A for purposes of this Agreement. RFP # 2021-14 will be attached as Exhibit B and Systel's Response Document dated January 14, 2021 will be attached as Exhibit C.

II. Services Included. For the consideration described below, Systel shall for the term of this Agreement provide, place, and network the equipment and any accessories required by Moore County, train end users at each Moore County location including additional training on an as needed basis, fully service the equipment placed, provide all supplies including toner and replacement parts, and remove the equipment at the end of the contract. Moore County may also request the equipment be moved at any time for no additional charge.

III. Term. The term of this Agreement shall be for five (5) years beginning on June 1, 2021 and ending May 31, 2026, subject to appropriation of funds by the Moore County Board of Commissioners.

If Moore County’s Board of Commissioners or other funding authority does not appropriate funds for amounts due under this Agreement and Moore County does not

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otherwise have funds available to pay the amounts due (a “Non-Appropriation Event”) Moore County may, subject to the conditions herein and upon prior written notice to Systel (the “Non-Appropriation Notice”), effective 10 days after the later of Systel’s receipt of same or the end of Moore County’s current appropriation period (the “Non-Appropriation Date”), terminate this Agreement and be released of its obligation to make all payments due Systel coming after the Non-Appropriation Date. As a condition to exercising its rights under this provision, Moore County shall (1) provide in the Non-Appropriation Notice a certificate of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Systel an opinion of Moore County’s counsel (addressed to Systel) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) authorize return of the equipment on or before the Non-Appropriation Date to Systel, and (4) pay Systel all sums payable to Systel under the Agreement up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, Systel shall retain all sums paid hereunder or under this Agreement by Moore County. This provision is not intended to permit Moore County to terminate this Agreement at will or for convenience.

Moore County may renew or extend this Agreement after the initial term described above ends subject to the same terms and conditions provided herein and the availability of funds.

IV. Consideration.
For copier equipment, Moore County agrees to pay Systel the sum of $00.0189 (1.89 cents) per black and white copy/print and the sum of $00.04 (4.0 cents) per color copy/print.

These cost per copy rates shall remain firm for the term of this Agreement.

During the term of this Contract, the Systel will receive from the Moore County an amount not to exceed $119,840.00, per year, as full compensation for the provision of services as provided herein. Moore County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract.

Devices that have unexpected low or excessive periods of non-usage and/or do not meet the minimum volumes specifications may be removed or relocated based on mutual agreement of the parties.

V. Invoices and Billing. Systel will provide Moore County a monthly invoice in arrears for all equipment installed at each Moore County location based on the cost per copy rates. All invoices should be paid to Systel by Moore County within thirty (30) days of the date of the invoice.

VI. Meter Readings. Systel is responsible for obtaining meter readings on the equipment. Moore County agrees to allow Systel access to the equipment and to assist in obtaining

meter reads. Moore County will also allow Systel to install a data collection utility and/or software to electronically capture meter readings.

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VII. Repair and Maintenance. Moore County shall notify Systel at anytime in which the equipment provided needs servicing. Systel will then provide the service required at no additional expense above the cost per copy rates provided above.

Systel at a minimum will provide: (a) preventive maintenance as recommended by the manufacturer to include but not be limited to a complete inspection, lubrication, cleaning, adjustments and replacement of any part(s) if necessary including drums; (b) unscheduled repairs as requested by users with a maximum response time of two hours (Systel will provide service during normal business hours, Monday through Friday between 8:00 am and 5:00 pm, excluding Moore County and Systel holidays); and (c) qualified service personnel to diagnose and correct malfunctions. All repair work by Systel will be completed during normal working hours.

Systel provides Moore County a total satisfaction guarantee as long as all machines are continuously under this Agreement. At any time Moore County is not totally satisfied with their equipment, it may be exchanged for a new multi-function printer, same make and model or a new superior model.

This Agreement does not cover physical damage from misuse, abuse, natural disasters, fire, theft, water or spillage of any liquid or from damage of clips, staples, or other foreign objects.

VIII. Inspection. Systel shall have the right to inspect the equipment and install any software or hardware updates from the manufacturer at a time mutually convenient for both parties.

IX. Supplies. Systel agrees to furnish all supplies for the equipment provided under this Agreement at no additional expense to Moore County, except for paper. These supplies include toner, developer, staples, and any chemical supplies required for operation of the equipment. Genuine manufacturer supplies will be utilized.

X. Warranty. Any piece of equipment that fails to be operational more than ninety-five (95%) percent of the time, computed monthly based on the hours of operation for that location, shall be replaced at no additional charge within thirty (30) days. If for any reason a piece of equipment fails to perform at or above the manufacturer’s highest specifications or if Moore County identifies equipment as faulty, it will be replaced immediately with a new MFP, same make and model or a new superior model as detailed in the RFP.

XI. Default. Any of the following events shall constitute an event of default:

a. Moore County fails to pay Systel within thirty (30) days after written notice of any

late payment for services provided under the terms of this Agreement;

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b. Moore County or Systel fails to fully perform and comply with each and every condition and covenant of this Agreement including Exhibits, and such failure of performance continues for a period of thirty (30) days after written notice thereof;
c. Systel fails to repair and maintain the equipment or furnish supplies in a timely manner in accordance with this Agreement, including the full replacement of the equipment within thirty (30) days after written notice by Moore County.

Upon the occurrence of any Event of Default as set forth above by Systel, Moore County upon providing Systel written notice and a period to cure of at least thirty (30) days may declare this Agreement cancelled or annulled, in whole or in part. In such event Systel shall remove the equipment within thirty (30) days.

XII. Binding Effect and Complete Terms. This Agreement and its exhibits are the complete and exclusive Agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior Agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

XIII. Notices and Written Consents. All notices, requests and other communications called for by this Agreement will be deemed to have been given upon receipt if made by (i) registered or certified mail, or (ii) by facsimile (confirmed by concurrent written notice sent first class US mail, postage prepaid) to the following:

To Systel	To Moore County	With Copy To
Attn: Janene Aul	Attn: Chris Butts	County Attorney
2604 Ft Bragg Rd	P.O. Box 905	P.O. Box 905
Fayetteville, NC 28303	Carthage, NC. 28727	Carthage, NC 28327
jaul@systeloa.com	cbutts@moorecountync.gov	mistyleland@moorecountync.gov
Fax: 910-321-7732	Fax: 910-947-2313	Fax: 910-947-3612

XIV. Independent Contractor. Systel shall perform duties hereunder as an independent contractor and not as an employee. Neither Systel nor any agent or employee of Systel shall be or shall be deemed to be an agent or employee of the County.

XV. Conformance with Law. Systel shall at all times during the term of this contract strictly adhere to all applicable local, federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Systel shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this contract. Systel also shall comply with any and all laws and regulations prohibiting discrimination in the specific programs(s) which is/are the subject of this contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, Systel makes the following assurances and certification, upon which the County relies.

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a. Systel will not discriminate against any person on the basis of race, color, national origin, age, sex, religion, and/or handicap, in performance of work under this contract.
b. At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Systel, or be subjected to any discrimination by Systel.
c. Systel certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien.

Moore County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

XVI. Indemnification/limit of liability paragraph. Systel will indemnify and hold harmless the County, its officers, agents and employees from and against all loss, cost, damage, expense and liability caused by accident or other occurrence resulting in bodily injury, including death and disease to any person or damage or destruction to property, real or personal arising directly or indirectly from operations, products, or services rendered or purchased under this Contract.

XVII. E-Verify Certification. Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a 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. The Undersigned certifies that it is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, the Undersigned certifies that to the best of its knowledge, any subcontractors employed by it as a part of this Agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. The Undersigned acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that Moore County is relying on the certifications set forth herein in order to contract with the Undersigned.

XVIII. Iran Divestment Act Certification. Article 6e of Chapter 147 of the North Carolina General Statutes (the “Iran Divestment Act”) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times: (i) when a bid is submitted, (ii) when a contract is entered into, and (iii) when a contract is renewed or assigned. The Iran Divestment Act requires that

contractors with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor

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found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website and the address www.nctreasurer.com/Iran and is updated every 180 days. The Undersigned certifies that it is not listed on the Final Divestment List and that it will not utilize any contractor listed on the Final Divestment List at any time during the term of the Agreement.

XIX. Deletion and Unenforceability of Limitation of Liability Provisions. The Undersigned agrees that all provisions in the Agreement purporting to limit the liability of the Undersigned in any way are hereby deemed deleted and of no force and effect.

XX. Default Interest Rate. The default interest rate applicable to any amounts owed by Moore County under the Agreement shall not exceed eight percent (3%) per annum.

XXI. Mediation. Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and the North Carolina General Statutes. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Moore County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXII. Use of County Name prohibited. Systel may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions.

XXIII. Severance Clause. In the event any provision of this Agreement is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

XXIV. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond such party's reasonable control

XXV. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Each of the parties hereby submits to the jurisdiction and venue of the Courts of the State of North Carolina and any federal courts having jurisdiction.

XXVI. No Waiver. No failure of either party to exercise or enforce any of its rights under this

Agreement will act as a waiver of such rights and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

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IN WITNESS THEREOF, Systel and Moore County have signed and sealed this Agreement, this day and year first written above.

ATTEST: COUNTY OF MOORE

_____ _____

Laura M. Williams Frank R. Quis, Jr., Chairman
Clerk to the Board Board of Commissioners

ATTEST: SYSTEL BUSINESS EQUIPMENT CO., INC.

_____ _____

Susan Williams Janene Aul
Vice-President

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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Certificate Of Completion
Envelope Id: D555EA6675A54E60A01BFB1664EB6327 Status: Sent
Subject: Please DocuSign: 5-13-21 Contract - System Business Equipment Co. - Copy Print Mgmt w Exhibts.pdf
Source Envelope:
Document Pages: 66 Signatures: 0 Envelope Originator:
Certificate Pages: 6 Initials: 0 Cheryl Zielsdorf
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
czielsdorf@moorecountync.gov
IP Address: 184.2.42.2
Record Tracking
Status: Original
5/13/2021 10:58:34 AM
Holder: Cheryl Zielsdorf
czielsdorf@moorecountync.gov
Location: DocuSign
Signer Events Signature Timestamp
Chris Butts
cbutts@moorecountync.gov
IT Director
County of Moore
Security Level: Email, Account Authentication
(None)
Completed
Using IP Address: 184.2.42.2
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Viewed: 5/13/2021 11:28:38 AM
Signed: 5/13/2021 11:43:29 AM
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Not Offered via DocuSign
Janene Aul
jaul@systeloa.com
Security Level: Email, Account Authentication
(None)
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Not Offered via DocuSign
Susan Williams
swilliams@systeloa.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Terra Vuncannon

tvuncannon@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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ID: 1f7539bd-707a-4630-b079-5a7677eff199
Laura Williams
clerktoboard@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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In Person Signer Events Signature Timestamp

In Person Signer Events Signature Timestamp
In Person Signing Host:
Laura Williams
clerktoboard@moorecountync.gov
In Person Signer:
Francis R. Quis, Jr., Chairman
Security Level: In Person
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Editor Delivery Events Status Timestamp
Agent Delivery Events Status Timestamp
Intermediary Delivery Events Status Timestamp
Certified Delivery Events Status Timestamp
Carbon Copy Events Status Timestamp
Kay Ingram
kingram@moorecountync.gov
Security Level: Email, Account Authentication
(None)
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Not Offered via DocuSign
Laura Williams
clerktoboard@moorecountync.gov
Clerk to the Board
County of Moore
Security Level: Email, Account Authentication
(None)
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Electronic Record and Signature Disclosure:
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Misty Leland
mistyleland@moorecountync.gov
County Attorney
County of Moore
Security Level: Email, Account Authentication
(None)
Sent: 5/13/2021 11:04:36 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Caroline Xiong
cxiong@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

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Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 5/13/2021 11:04:36 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo County of Moore - IT Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM
Parties agreed to: Terra Vuncannon, Caroline Xiong

electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

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

To contact us by email send messages to: cbutts@moorecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

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

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo County of Moore - IT Department

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

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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Agenda Item: Meeting Date: May 18, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager DATE: May 5, 2021 SUBJECT: “The Moore County Parking Additions” as part of Proposed Court Facility Project

– Request for Award of AIA Contract Document REQUEST: This is a request to review, approve and execute the contract with J Kester & Rose LLC. BACKGROUND: On March 5, 2021, Mosley Architects and The County of Moore, NC Advertised

the Moore County Parking Additions construction plans and scope of work in a “Invitation to Bid” publicly. Five (5) bids were received and opened at 4:30pm on March 30, 2021, with J Kester & Rose LLC being the apparent responsible low bidder. FINANCIAL IMPACT: Eight Hundred Six Thousand Sixty-Seven Dollars ($806,067.00) for the scope New Atlantic Contracting, Inc. will be responsible for in the project. IMPLEMENTATION PLAN: Approve and Execute the attached AIA Document A101-2017 and direct all responsible parties to move forward with construction of the contract’s scope of work with J Kester & Rose, LLC.

TWO (2) PART RECOMMENDATION SUMMARY: 1st: Make a motion to approve contract with J Kester & Rose, LLC, located at 119 S. Fuquay Avenue, Fuquay-Varina, NC and authorize the chair to sign all necessary documents. 2nd Make a motion to authorize the County Manager to sign all change orders for this project if necessary.

SUPPORTING ATTACHMENTS:

- Mosley Architects Plan and Specifications
- AIA Document A101-2017 – Agreement Between Owner and Contractor

Agenda Item:

Meeting Date: May 18, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: David Lambert, Solid Waste Director

DATE: April 19, 2021

SUBJECT: Environmental Monitoring and General Consulting Services

PRESENTER: David Lambert

REQUEST:

Execute the contract amendment with S&ME, Inc. for engineering, consulting, and monitoring services for the Solid Waste Department. We have a three year "master agreement" contract in place with a base budget of $100,000. Monitoring of gas and groundwater comprises approximately $50,000 of the master agreement and the consulting matters will cover the remaining amount of the contract. To ensure transparency and accountability, the Solid Waste department initiated an expectation that Moore County and S&ME would annually update the contract (and amend, as necessary) to account for specific projects that may be required at that time. This was to ensure that all parties understood what projects we know to be necessary at the onset of the fiscal year. In FY 21-22, general consulting needs total $67,200 which would increase the total not to exceed price for FY 21-22 to from $100,000 to $117,200. For reference, FY 20-21 was budgeted at $112,200.

The consulting tasks include:

• New EDD Deliverable Set-up: This requires setting Moore Count up for the mandated data management system for NCDEQ. It requires extensive account set up with several technical specifications.

• Annual Airspace Calculation: Required for statutory reporting (We contract for a surveyor to supply the data, and S&ME interprets the raw data)

• MSW Waste Extents and Cover System: Assessment of landfill waste extents, waste settlement and current cover soil thickness to better understand why the level of methane is not at a desired level.

• Cut Off Trench Active Extraction Pilot Test: Test will be conducted to determine if the application of a vacuum at one cut-off trench vent can produce a subsurface radius of influence extending outward to specific monitoring points. Also, the test can determine if we are able to produce a measurable short-term reduction in methane levels.

• General, On-Call Consulting: Allows S&ME to do some emergency tasks and respond to general issues that arise.

BACKGROUND:

The Moore County landfill is comprised of approximately 314 acres a closed unlined Municipal Solid Waste (MSW) landfill and the active Construction & Demolition (C&D) landfill unit. There are two

groundwater compliance well networks, with one background monitoring well providing background data for both networks. Semiannual groundwater sampling events and quarterly landfill gas

monitoring are required for both the C&D and MSW landfill units. Moore County also has needs for assistance on various operational projects, including permitting and operational improvements.

The attached proposal identifies Task 1 and Task 2 for Semi-annual water quality monitoring and quarterly gas monitoring, respectfully. Task 3 is reserved for General Solid Waste Consulting Services. At least annually, an amendment will be made to the define the specific projects under Task 3—General Solid Waste Consulting. This will allow the Board to know which projects we are currently engaging and allow predictability for staff and the consulting firm on which projects are priority.

IMPLEMENTATION PLAN:
Authorize contract amendment to be signed.

FINANCIAL IMPACT STATEMENT:
Contracted amount is within the budget requested for FY 21-22

RECOMMENDATION SUMMARY:

1. Make a motion 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.

SUPPORTING ATTACHMENTS:
Contract Amendment #2

20-0322b

COUNTY OF MOORE CONTRACT AMENDMENT NO. 2

STATE OF NORTH CAROLINA

This Contract Amendment No. 2 (this “Amendment”), is made this 4th day of May 2021, between the County of Moore (the “County”) and S&ME, INC., ("ENGINEER”).

WITNESSETH

WHEREAS, the County and Engineer previously entered into an agreement on September 1, 2020, which was for the purpose of Engineer providing engineering, consulting and monitoring services for the Moore County Landfill and Solid Waste management (the “Original Agreement”); and

WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 1, dated September 1, 2020, by modifying Task 3 of the Original Agreement which increased the general consulting services portion of the agreement by $12,200.00 from $50,000.00 to $62,200.00, thereby increasing the total not to exceed amount of the entire agreement, general consulting and monitoring services, by $12,200.00 from $100,000.00 to $112.200.00 for fiscal year 2020-2021; and

WHEREAS, the County and Contractor now desire to amend the Original Agreement, by Contract Amendment No. 2, increasing the amount not to exceed for non-routine consulting services for fiscal year 2021-2022 only, by $67,200.00 from $50,000.00 to $117,200.00, for Tasks 1 through 5, outlined in Attachment 2.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 3 of the Original Agreement is amended to read: “Engineer shall receive from County a sum not to exceed $117,200.00 as full compensation for the provision of non-routine consulting services.”

1. Attachment 2, Task 3 to the Original Agreement is hereby amended, adding Tasks 1-5 as specified in Exhibit A to this Amendment 1 attached hereto and incorporated by reference.

2. Except as provided for by this Amendment No. 2, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE S&ME, INC.

Francis R. Quis, Jr., Chairman Thomas Raymond
Board of Commissioners Area Manager – Environmental Services

Signatures continue on the following page
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20-0322b
ATTEST

_____

Laura M. Williams
Clerk to the Board

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

_____

Finance Officer
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S&ME, Inc. | 646 W. Market Street, Suite 105 | Greensboro, NC 27409| p 336.288.7180 | www.smeinc.com
March 31, 2021
Moore County
PO Box 1927
Carthage, North Carolina 28327-1927
Attention: Mr. David Lambert transmitted by email to: dlambert1@moorecountync.gov
Reference: Amendment 002 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Proposal No. 212735
Dear Mr. Lambert:
S&ME, Inc. (S&ME) is pleased to continue to serve as your consultant for Engineering, Consulting and Monitoring Services – Solid Waste. S&ME Proposal No. 43-2000335 served as the Master Agreement between S&ME and Moore County, for Engineering, Consulting and Monitoring Services – Solid Waste, associated with RFQ 2020-02, for
Moore County fiscal year 2020 - 2021. The Master Agreement covered tasks with well-defined scopes of services associated with routine groundwater, surface water, and methane monitoring at the Moore County Landfill. Non-routine services for fiscal year 2020 - 2021 were authorized by Moore County under Amendments 001 to the Master Agreement.
This proposal represents Amendment 002, covering non-routine services for fiscal year 2021 – 2022. Amendment 002 provides a background for each proposed task, a proposed scope of work, our associated fees, and a proposed schedule. The services presented in the Amendment will be provided in accordance with the terms and conditions established in our Master Agreement, S&ME Proposal No. 43-2000335, dated August 3, 2020, and incorporated as part of this proposal. This proposal is solely intended for the basic services described herein. Use of this proposal and resulting documents, including final deliverables, is limited to the above Moore County. No other use is authorized by S&ME.
Facility Background
The Moore County Landfill is located on approximately 314 acres and contains a closed MSW landfill unit, an active C&D landfill unit, and several closed land clearing & inert debris (LCID) units. In conjunction with Moore County, Republic Services of NC, LLC operates a solid waste transfer station located on the southwestern portion of the property.
It is important to note that the final MSW landfill disposal area was closed in 1994, with construction of a final cap system designed to minimize infiltration and erosion. Regarding the four prior MSW disposal areas, waste disposal methods, timing of closure, and design of final cap systems are currently unknown.
EXHIBIT A
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Task A: New EDD Deliverables Setup

Background

The North Carolina Department of Environmental Quality, Solid Waste Section (NCDEQ) has procured a new environmental data management system and adopted new standards for electronic data deliverables (EDD). The new system requires preparation of an initial submittal package containing underlying background facility data not previously required with EDD submittals. S&ME attended the NCDEQ EDD training session, which provided an overview of the new data management system, which is designed to manage a comprehensive spectrum of data. We understand that not all data entries available within the new system are required. NCDEQ has encouraged that EDD data providers consult with the facility's NCDEQ Project Manager prior to preparing the initial data submittal package, to verify what will be required and avoid unnecessary effort.

The NCDEQ requires adoption of the new format and submittal of new format EDDs on or before July 1, 2021. After NCDEQ approves the initial EDD background data package, subsequent EDD submittals should require similar effort to historic EDD protocols. The new EDD format impacts facility's, consultants, subcontract laboratories, and others.

Scope of Services

S&ME will contact Jacylnne Drummond, the Moore County Landfill NCDEQ project manager to verify the required background data. S&ME will review existing facility files for the required background data. S&ME will input the data into the NCDEQ Excel spreadsheets and submit it to NCDEQ for review. If it is discovered that required data is not available, S&ME will prepare a list of data gaps for Moore County, and discuss options for data gap resolution.

Limitations

Completion of task assumes that NCDEQ will not require the collection of any new data to fulfil the requirements for the background EDD submittal.

Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is $1,000. S&ME personnel can complete this scope of service within 30 days of authorization.

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Task B: Annual Airspace Calculations

Background

In accordance with its Permit to operate the C&D landfill, Moore County is required to develop and submit to NCDEQ, an annual report. One requirement of the annual report is to provide information regarding the airspace consumed during the prior year (e.g. equates to the volume of landfill capacity consumed by waste received by the landfill). Mr. David Lambert requested S&ME's assistance with the calculations required to determine the annual airspace consumption volume for the annual report due in 2021.

Scope of Services

S&ME will calculate the airspace consumed between the prior year topographic survey and the survey topography of the current C&D waste disposal area. These calculations will be based on CAD files provided to S&ME by Moore County, representing data obtained by the North Carolina Professional Land Surveyor (PLS), contracted by Moore County. Using CAD software, the difference between the two topographic surveys will result in a calculated volume reported in cubic yards.

Limitations

Calculation of the airspace consumed relies on the accuracy of the survey data provided by the surveyor.

Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is $1,200.00.

Task C: MSW Waste Extents and Cover System Assessment

Background

Based on existing groundwater quality data and routine landfill gas (LFG) monitoring data, non-compliance conditions have been detected in association with both the closed MSW landfill and active C&D landfill. Landfill gas non-compliance is currently limited to persistent exceedances of the methane lower explosive limit (LEL) at property boundary monitoring point GP-18, located near groundwater monitoring well MW-15R, which monitors the closed MSW landfill.

Groundwater non-compliance is based on exceedances of 15A NCAC 2L (2L Standards) groundwater standards at monitoring wells associated with both the active C&D and closed MSW landfill. The closed MSW landfill appears to be a primary source for most groundwater constituents of concern (COCs), historically limited to select volatile

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organic compounds (VOCs). An Alternate Source Demonstration (ASD) prepared in 2017, made a case for the MSW landfill as the source for groundwater exceedances beneath the active C&D landfill. The NCDEQ previously declined to approve the ASD pending mitigation of the landfill gas exceedances at GP-18.

The facility is currently performing Phase I corrective measures, which include NCDEQ approved LFG remedies and groundwater remedies. The Phase I remedies included installation of the methane cut-off trench near GP-18 and continuation of monitored natural attenuation (MNA) of groundwater. The methane cut-off trench installed in 2019 was to serve dual purposes. The trench was proposed as a tool to reduce the LEL condition at GP-18, and it was installed to improve groundwater quality in the vicinity of MW-15R, by reducing transfers of VOCs in LFG to groundwater. It was believed that venting more LFG from the subsurface environment may allow groundwater to revert to more natural aerobic conditions, which could enhance MNA performance.

Landfill gas readings obtained at property line monitoring point GP-18 after the installation of the cut-off trench, indicate little to no improvement LEL in readings for compliance point GP-18. In 2020, Moore County resumed efforts to negotiate with an adjacent land owner, a purchase of adjoining land needed to expand outward the distance to the landfill gas compliance point. However, Moore County found the adjacent land owner indifferent to the proposition. This finding currently closes the door on this administrative option to achieve compliance.

Groundwater monitoring is currently performed in accordance with the 2019 Water Quality Monitoring Plan. Based on declining VOC concentrations in groundwater, MNA can continue unless an increase in VOC concentrations is observed or unless directed to proceed to an alternate groundwater remedy (i.e., Phase II) by NCDEQ. S&ME understands that current NCDEQ approved Phase II groundwater remedies for the facility include enhanced bioremediation via super-aerated water (SAW) injections in the area of MW-15R to enhance MNA. As previously proposed by others, Phase II would involve a SAW pilot test, followed by quarterly injections of SAW until VOC concentrations are less than 2L Standards. SAW injections are intended to enhance the capacity of site groundwater to biologically reduce VOCs in groundwater, but only in areas directly influenced by the SAW injections. It is S&ME's opinion that periodic SAW injections would likely be needed indefinitely unless the contaminant source mass, or mass transfer of contaminants from the landfill waste to groundwater, can be reduced naturally or through man-made improvements to the cover system.

S&ME believes that the potential to reduce mass transfer of contaminants from landfill waste to groundwater is a better long-term solution for groundwater quality improvement. Further development of the solution requires assessing landfill waste extents, waste settlement and current cover soil thickness. This would be followed by design and implementation of improvements to the landfill cover system. The presumptive remedy of maintaining the cover system integrity was presented to NCDEQ in prior documents, including but not limited to the 2018 Landfill Gas Remediation Plan. However, the landfill cover system concerns persist.

Scope of Services

The proposed scope of services are designed to advance our understanding of subsurface site conditions for further analysis of alternate landfill gas remedies and for potential secondary effect reductions in VOC concentrations in groundwater immediately down-gradient of the MSW landfill.

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S&ME proposes the following additional investigations:

A Frequency Domain Electromagnetic (FDEM) geophysical survey will be performed to verify the horizontal extent of waste, estimate thickness of waste, and detect indicators of trench based waste burial verse monofill waste placement in older waste units, and examine the potential for natural earth partitions between closed waste units of MSW landfill. This data is needed to support both landfill gas remedy and Phase II groundwater remedy options analyses.

A direct push drill rig will be used assess the thickness of the cover system soils, with a focus on the older sections of the MSW landfill where no data exists documenting closure methods. Multiple soil borings will be performed along a series of transects. At each boring location, the macro-core sampling tool will be pushed approximately 4 feet, and the boring location recorded with a non-survey grade GPS. Each soil core obtained will be visually examined and the thickness of the cover soils recorded. A figure will be prepared to depict the boring locations and the cover system soil thickness. For the purpose of fee estimation, the scope of services will include one day of subcontract direct-push drilling services.

A direct-push drill rig will be utilized to install three gas monitoring points near the property boundary east of gas monitoring point GP-18 and north of the MSW landfill. Landfill gas measurements will be obtained at each new gas monitoring point, using a GEM2000 landfill gas meter. Measurements will be collected following installation and then monthly for three additional months. For the purpose of fee estimation, the scope of services assumed one day of subcontract drilling services.

In portions of the MSW disposal areas closed prior to 1994, waste settlement has resulted in areas of long-term standing water on top of the final cover. This condition can result in higher rates of water infiltration into the waste, which can generate more leachate and increase landfill gas generation. Restoring positive surface drainage off the landfill can lessen water infiltration and landfill gas generation, which can also diminish rates of transport of waste constituents to underlying groundwater. S&ME proposes:

A preliminary analysis of landfill settlement conditions and development of a conceptual plan to restore positive drainage off the final cover. The most recent public domain topographic data for the area will be utilized to represent existing site condition. Using computer aided design software, S&ME will develop a new topographic contour plan focused on restoring positive surface drainage. The design will include an estimate of the volume of soil needed to implement the plan. A site visit will be required to gather information regarding locations and sizes of any existing storm drain piping and any existing stormwater features such as berms, used to control surface water flow.

Note that placement of additional fill soil to achieve design topography will likely require contracting with a surveyor to install grade stakes, to be used as a guide to the fill operations. We anticipate that an Engineering Technician will be needed periodically on-site to help guide the restoration process. In the absence of a design for the restoration project and the associated soil volume estimate, it is not practical at this time to estimate surveyor fees or engineering fees associated with implementation of the plan. S&ME will provide a fee estimate for these services upon completion and Moore County approval of the design.

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Limitations

The proposed scope of services does not include the development of a formal report for submittal to NCDEQ. Maintenance of the landfill cover system is an ordinary post-closure care activity. The assessment data collected for the development of the proposed design, could be used to justify future recommendations to NCDEQ, regarding alternate Phase II Corrective Measures.

Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is $44,600. S&ME personnel can begin work within two weeks of authorization. We estimate that our services can be completed within approximately four months.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

Task D: Cut-off Trench Active Extraction Pilot Test

Background

Persistent methane lower explosive limit (LEL) conditions have existed at property boundary monitoring point GP-18 near groundwater monitoring well MW-15R. Quarterly gas monitoring data collected following the 2019 installation of the cut-off trench, suggests that passive venting and gas flaring have not resulted in compliance, and that additional measures will be needed to achieve compliance. S&ME considered the intrinsic value that exists in the cut-off trench and the relatively higher cost to install additional landfill gas vent wells within waste. With this in mind S&ME recommends the performance of a short-duration pilot test involving active gas extraction from the cut-off trench. The pilot test will be conducted to determine if the application of a vacuum at one cut-off trench vent, can produce a subsurface radius of influence extending outward to gas compliance monitoring point GP-18. A secondary goal will be to assess if the short duration pilot test is able to produce a measurable short-term reduction in the LEL level at nearby compliance monitoring point GP-18.

If the pilot test indicates that the application of a vacuum to the cut-off trench can lessen the LEL at compliance point GP-18, this may be viable alternative to installing new gas wells nearby to mitigate the LEL condition. Next steps would involve a preliminary design and forecasting implementation costs for Moore County. If approved, S&ME would develop a Landfill Gas Remediation Plan Addendum for review and approval by NCDEQ.

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Scope of Services

The proposed scope of services are designed to assess potential use of the passive gas cut-off trench as a component of an active gas collection system, focused on mitigation of the persistent non-compliant LEL conditions at gas monitoring point GP-18. The following outlines the proposed pilot test:

Mobilize staff to disassemble a portion of one solar flare device installed on one of two passive vents for the cut-off trench. The vent piping will be temporarily reconfigured to make connections with a portable vacuum extraction unit. The vent will be connected to a rental vacuum extraction unit, with in-line controls installed to allow for adjustment of flow rates, with ports provided for the collection of field measurements of flow rate, pressure, air-flow velocity, air temperature, and landfill gas concentrations. The valve on the second cut-off trench vent will be closed to limit flow in or out of this vent.

Prior to starting the test, baseline landfill gas concentrations and well head pressures will be measured at each cut-off trench vent and at GP-18.

The active gas extraction portion of the test will commence with a fixed vacuum pressure applied and held constant at the test vent. S&ME will obtain measurements of vacuum pressure, air flow velocity, air temperature, and landfill gas concentrations from in-line ports on the vacuum side of the test equipment. Landfill gases and well head pressure will be measured at GP-18. The field data collection frequency will be at a minimum of approximately one time per hour, with more frequent measurements obtained earlier in the pilot test.

S&ME anticipates stepping up the vacuum pressure applied at certain time intervals (steps). Professional judgement will be used during the pilot test to determine the vacuum pressure applied during each step and the duration of each step in the test. Each change in the applied vacuum will be documented.

The active gas extraction portion of the test will continue until S&ME determines that sufficient data has been collected for the tests stated purpose. For the purpose of fee estimation, we have assumed that the active extraction portion of the pilot test will run continuously for up to 24-hours.

A GEM2000 landfill gas meter or equivalent will be used to measure landfill gases (methane, CO2, O2, and balance gas) during this pilot test.

At the conclusion of the test, the temporary piping will be removed and the solar flare reinstalled tot pre-test condition.

A Technical Memorandum will be prepared to document the data collected and the associated findings and conclusions.

Limitations

The proposed scope of services does not include preparation of a formal report for submittal to NCDEQ. Additional analyses, engineering design, and financial forecasts for this potential remedial option will be required, prior to preparing an addendum to the facility's Landfill Gas Remediation Plan. These tasks are not included in the proposed scope of services.

This pilot test is focused solely on assessing the performance of the cut-off trench as an active gas extraction tool. Due to inherent differences between extraction of gas from a trench and extraction of gas from a well, the results for this test will not be directly applicable to potential future gas extraction wells.

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Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is $15,400. S&ME personnel can begin work within approximately two weeks of authorization, although the pilot test schedule is subject to the availability of a rental vacuum extraction unit. We estimate that our services can be completed within approximately five weeks.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

Task E: General Solid Waste Consulting, On-Call

Background

The Moore County landfill and the solid waste staff routinely encounter operations issues and regulatory compliance issues during the performance of their work. Through the natural course of on-going operations, the need for an “on-call” contract has been generally recognized by the Moore County, Department of Solid Waste.

Scope of Services

S&ME proposes to provide engineering consulting services to Moore County on an as-needed basis, at your request. Based on our prior experience, the scope and extent of the engineering consulting services required by the County’s Department of Solid Waste often arise unexpectedly, typically require immediate attention and resolution, and are subject to change throughout the course of the work. Because of this often unexpected and dynamic nature of the work, we propose providing these services on a time and materials basis. The scope of these services will be based on your needs, as directed by you. We propose providing services through a term consistent with the County’s fiscal year, beginning on July 1, 2021 extending through June 30, 2022 (fiscal year 2021-2022).

In general, S&ME’s goals are to: 1) build upon, without duplicating, efforts that already have been completed by Moore County; 2) review the County’s solid waste disposal practices and operations for consistency with the Transfer Station and C&D Landfill permits issued by the NCDEQ; 3) consistency of operations for compliance with NCDEQ Rules, including new C&D Landfill rules; 4) identify and fill in data gaps by providing needed services to meet the County’s schedule and budget goals; and, 5) negotiate with NCDEQ and other regulatory agencies on behalf of Moore County with the goal of unhindered operation of the County’s Solid Waste Operations.

Based on our experience with, and the nature of solid waste facility operations, we anticipate that the County may need S&ME to perform additional tasks that are undefined at this time. Anticipated tasks may include:

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Amendment 002 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Proposal No. 212735
March 31, 2021 9

Notice of violations/regulatory inspection follow-up
Leachate seep repair
Preparing drawings based primarily upon existing site data files.
Meeting with representatives of Moore County
Assisting Moore County with mulch waste management
Permit compliance assistance

S&ME will seek your authorization either verbally or in writing before proceeding with tasks to be performed under this Task. We will document your authorization in writing either in a report or other correspondence to you. As a general rule, S&ME will conduct relatively small discrete tasks under this contract.

Deliverables

S&ME will document our activities, meetings, and recommendations in letter reports or discussion item summaries to the County. Relevant supporting information including, but not limited to maps, figures, and correspondence, will be provided with letter reports and other documentation.

Schedule and Fee

The task schedule to be mutually agreed upon by S&ME and Moore County.

We propose providing these services on a time and materials basis, in accordance with our previously established Fee Schedule. We propose a budget of $5,000 for completing the foreseeable tasks described above and for general consultation with you as needed. The fees for our services will not exceed the budget estimate without your prior authorization. We will keep you informed of our budget status through regular correspondence provided with our invoices to you.

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Amendment 002 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Proposal No. 212735
March 31, 2021 10

Authorization of Amendment 002

S&ME will perform the services outlined herein in accordance with the terms and conditions of the previously executed Master Agreement for Services between S&ME, Inc. and Moore County, S&ME Proposal No. 43-2000335, dated August 3, 2020, and incorporated as part of this proposal

To authorize this amendment to the Master Agreement, please sign below and return to S&ME.

Name (printed) _____

Signature _____

Date _____

Closure

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scopes of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.
Edmund Henriques, L.G. Thomas Raymond, PE
Senior Project Manager/Senior Geologist Area Manager – Environmental Services
ehenriques@smeinc.com traymond@smeinc.com

Attachments:
Fee Estimates
Fee Schedule

DocuSign Envelope ID: AC1F3A36-B800-413E-A4BE-5712361C32B6

Attachments

DocuSign Envelope ID: AC1F3A36-B800-413E-A4BE-5712361C32B6

Amendment 002 - Task A

Initial EDD Development

S&ME Proposal No. 43-2000335A

Initial EDD Development

Senior Engineer/Geologist (site recon)6 hours $150.00 per hour $900.00

Administrative 2 hours $50.00 per hour $100.00

Fee Estimate Total =$1,000.00

Fee Estimate

Moore County Landfill

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Amendment 002 - Task B

2021 Airspace Calculations

S&ME Proposal No. 43-2000335A

2021 Airspace Calculations

Senior Engineer/Geologist 1.75 hours $150.00 per hour $262.50

CAD Designer 13 hours $70.00 per hour $910.00

Administrative Support 1 hours $60.00 per hour $60.00

Fee Estimate Total =$1,172.50

Proposed Budget =$1,200.00

Fee Estimate

Moore County Landfill

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Amendment 002 - Task C
MSW Waste Extents and Landfill Cover System Assessment
S&ME Project No. 4358-20-043
Develop Work Plan, Data Reduction and Project Management
Senior Engineer/Geologist 8 hours $150.00 per hour $1,200.00
Project Engineer/Geologist 30 hours $115.00 per hour $3,450.00
GIS Operator 8 hours $115.00 per hour $920.00
Administrative 8 hours $50.00 per hour $400.00
$5,970.00
Geophysical Survey (Estimate based on 2 days field))$11,000.00
Install 3 Additional Gas Monitoring Points
Mobilization 1 mob $500.00 per day $500.00
Three Gas Points 75 feet $54.00 per foot $4,050.00
Drill Crew Subsistence (drill crew)1 days $350.00 per day $350.00
Grout Machine 1 days $150.00 per day $150.00
Pressure Washer 1 days $90.00 per day $90.00
Project Professional (field)20 hours $95.00 per hour $1,900.00
Project Professional (office)6 hours $95.00 per hour $570.00
Toxic Vapor Analyzer 2 days $260.00 per day $520.00
GPS (record locations)1 days $150.00 per day $150.00
Mileage (S&ME)400 miles $0.55 per mile $220.00
round trip = ~ 180 miles $8,500.00
Cover Thickness Assessment Using Direct-Push Drill Rig (1 days of drilling done during same mobilization as above task)
Daily Rate 1 days $3,000.00 per day $3,000.00
Bentonite to abandon boreholes 20 bags 10.00$ per bag $200.00
Drill Crew Subsistence (drill crew)1 days $350.00 per day $350.00
GIS Professional (load grid layout in GPS)2 hours $115.00 per hour $230.00
Project Professional (field)14 hours $95.00 per hour $1,330.00
Project Professional (office)10 hours $95.00 per hour $950.00
Toxic Vapor Analyzer 1 days $150.00 per day $150.00
GPS (record borehole locations)1 days $150.00 per day $150.00
Mileage (S&ME)200 miles $0.55 per mile $110.00
$6,470.00
Additional Monthly Additional Gas Readings (3 Months)
GEM5000 Rental (3 events)3 days $260.00 per day $780.00
Travel by vehicle, per mile 600 miles $0.55 per mile $330.00
Technician (3 visits)24 hours $85.00 per hour $2,040.00
$3,150.00
Assess Existing MSW Landfill Subsidence and Design Restoration of Positive Surface Drainage
Senior Engineer 2 hours $150.00 per hour $300.00
Project Engineer 20 hours $115.00 per hour $2,300.00
CAD Designer 24 hours $115.00 per hour $2,760.00
Administrative 2 hours $50.00 per hour $100.00
$5,460.00

Fee Estimate Total =$40,550.00

Proposed Budget With ~10% Contingency =44,600.00$

Fee Estimate

Moore County Landfill

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Amendment 002 - Task D
Active Gas Extraction Pilot Test At Cut-off Trench
S&ME Project No. 4358-20-043
Set-up Test & Breakdown Test (R/R one flare and reconfigure piping for SVE pipe connection)
Senior Engineer/Geologist 6 hours $150.00 per hour $900.00
Sr. Env. Technician 16 hours $80.00 per hour $1,280.00
Staff Professional 16 hours $95.00 per hour $1,520.00
Purchase Pipe Fittings, etc.1 $300.00 estimate $300.00
Travel 400 miles $0.55 per mile $220.00
$4,220.00
Pilot Test (Assumes 24 Hours Pilot Test Run Time)
SVE Unit Rental 1 rental $800.00 per week $800.00
Rental Agent Field Support 6 hours $90.00 per hour $540.00
Rental Delivery and Pickup 400 miles $2.25 per mile $900.00
Diesel Generator Rental 1 rental $1,000.00 per week $1,000.00
Sr. Env. Technician 14 hours $80.00 per hour $1,120.00
Staff Professional 14 hours $95.00 per hour $1,330.00
Lodging + Per Diem 2 man days $150.00 per man-day $300.00
GEM5000 Rental 3 days $260.00 per day $780.00
Anemometer 2 days $50.00 per day $100.00
Travel 500 miles $0.55 per mile $275.00
$7,145.00
Project Management, Test Design, Data Reduction and Technical Memorandum
Senior Engineer/Geologist 6 hours $150.00 per hour $900.00
Project Engineer/Geologist 12 hours $125.00 per hour $1,500.00
CAD 2 hours $75.00 per hour $150.00
Administrative 2 hours $50.00 per hour $100.00
$2,650.00
Fee Estimate Total =$14,015.00
Proposed Budget With ~10% Contingency =15,400.00$
Fee Estimate
Moore County Landfill
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FIRM FEE SCHEDULE

UNIT FEE SCHEDULE

PROFESSIONAL SERVICES Unit Rate

1 Staff Professional (Level I), per hour $85.00

2 Project Professional (Level II), per hour $95.00

3 Project Engineer/Manager (Level III), per hour $115.00

4 Registered Professional/Project Manager, per hour $125.00

5 Senior Professional, per hour $150.00

6 Senior Consultant/Principal, per hour $160.00

7 Administration/Secretarial, per hour $50.00

8 CAD $75.00

FIELD TECHNICIAN SERVICES Unit Rate

1 Engineering technician, regular time, per hour *$55.00

2 Senior Engineering Technician, per hour *$65.00

3 Environmental Technician*$85.00

* Over time rate will be 1.5 times regular rate, per hour

FIELD AND OFFICE SUPPORT Unit Rate

Travel | Vehicles | Mileage

Subsistence, per day $135.00

Travel by Vehicle, per mile $0.55

Other Travel Expenses Cost + 10%

Subcontract Services

Subcontract Services Cost + 10%

S&ME’s fee schedule is attached. S&ME’s backlog remains strong; however, we are keenly aware that many private sector and public sectors client budgets have been or will be impacted by the financial outfall from COVID 19. Accordingly, S&ME would be open to negotiation of a project fee schedule with the County of Moore. In addition, as we have done with many other clients, S&ME is open to the performance of certain tasks with defined scopes of services on a Lump Sum Fee basis. This approach can be beneficial to the County of Moore, in that it defines the fees associated with the performance of a task by transferring the risk of accurately estimating the effort and timely performance of the work squarely upon S&ME.

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Agenda Item: Meeting Date: May 18,2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: May 5, 2021 SUBJECT: FY 2021-2022 Recommended Moore County Budget - Call for Public Hearing PRESENTER: J. Wayne Vest REQUEST:

Call for a public hearing to be held on Tuesday, June 15, 2021, at 5:30 p.m. regarding the FY 2021-2022 proposed budget for the County of Moore. BACKGROUND:

After receiving the recommended budget from the County Manager, the Board is required by G.S. 159-12(b) to hold a public hearing. In accordance with the budget schedule previously adopted and amended by the Board, the County Manager will present the recommended budget for FY 2021-2022 on Tuesday, May 18, 2021, and the public hearing will be held on Tuesday, June 15, 2021. By following this schedule, the Board will adopt the FY 2021-2022 budget by the required date and meet all statutory requirements to do so.

IMPLEMENTATION PLAN: The Clerk will cause notice of the public hearing to be published as required by statute.

FINANCIAL IMPACT STATEMENT:

The public hearing does not have a direct financial impact but is part of the process of budget approval. With adoption of the budget, the financial plan for Moore County is put in place for the new fiscal year and the programs, actions, projects and revenues are approved for implementation. RECOMMENDATION SUMMARY: Make a motion to call for a public hearing on Tuesday, June 15, 2021, at 5:30 p.m. to receive public comment regarding the recommended budget for fiscal year 2021-2022 for the County of Moore. SUPPORTING ATTACHMENTS:

Notice of Public Hearing

PUBLIC NOTICE Notice is hereby given that the proposed FY 2022 budget for the County of Moore has been submitted to the Board of Commissioners. A copy of the proposed budget is now available for public inspection in the office of the Clerk to the Board during regular business hours, online at www.moorecountync.gov or by contacting the Clerk to the Board at 910-947-6403 or clerktoboard@moorecountync.gov. A public hearing on the proposed budget is scheduled on June 15, 2021, at 5:30 p.m. in the
Commissioners' Meeting Room located on the second floor of the Historic Courthouse, 1 Courthouse Sq., Carthage, NC. Laura M. Williams
Clerk to the Board

Agenda Item: Meeting Date: 05/18/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/11/2021 SUBJECT: Appointments / Animal Cruelty Investigator

REQUEST:

Appoint Animal Cruelty Investigator.

BACKGROUND: N.C.G.S. 19A-45 authorizes the Board to appoint an Animal Cruelty Investigator. Dr. Tony Ioppolo has previously served in this position and is recommended by the Sheriff for reappointment.

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

RECOMMENDATION SUMMARY: Make a motion to appoint Dr. Tony Ioppolo as the Animal Cruelty Investigator for a one-year term expiring May 31, 2022.

Agenda Item: Meeting Date: 05/18/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 05/07/2021 SUBJECT: Appointments / Workforce Development Board

REQUEST:

Appoint new member to the Workforce Development Board.

BACKGROUND: Pat Corso has been serving on the Workforce Development Board since June 2012. Mr. Corso has requested new Partners in Progress Executive Director Natalie Hawkins be appointed to his WDB position upon his retirement, and Ms. Hawkins has agreed to serve. IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY: Make a motion 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.