MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, APRIL 6, 2021 REGULAR MEETING, 10:30 A.M. CALL TO ORDER INVOCATION – Rev. James Brewer, Putnam Friends Church PLEDGE OF ALLEGIANCE – Rachel Patterson, GIS Manager 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: March 16, 2021, Regular Meeting and Closed Session B. Budget Amendments C. Sole Source Contract with Stanley Convergent Security Solutions

D. Mid-South Food Services Contract Amendment

E. Rejection of Bids for Department of Aging Nutrition Services IV. RECOGNITIONS

A. DSS – Child Abuse Prevention Month Proclamation (Hope McAuley / Jamie Williams-Canty) V. PRESENTATIONS

A. Charters of Freedom Project (Pauline Bruno, et al)

B. Health – COVID-19 Update (Robert Wittmann, Health Director) VI. QUASI-JUDICIAL HEARINGS

A. Planning / Call to Quasi-Judicial Hearing – Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval – Bibey Rd. (Debra Ensminger, Planning/Transportation Director)

VII. PUBLIC HEARINGS

A. GIS / Call to Public Hearing – Request for Amendment to the Moore County Road Name and Addressing Ordinance (Rachel Patterson, GIS Manager) VIII. OLD BUSINESS

IX. NEW BUSINESS A. Board of Commissioners – Consideration of a Resolution Requesting Protection of First Amendment Rights to the Fullest Extent (Chairman Quis)

B. Board of Commissioners – Consideration of a Resolution Requesting Protection of Second Amendment Rights to the Fullest Extent (Chairman Quis) C. Administration – Request for Approval of Group Medical, Prescription, Dental Insurance Administrative Services Recommendation and Agreement; BAA Agreement (Janet Parris, Assistant County Manager / Pierre Guilfoile, Director of Health Plan Analytics, National Insurance Services) D. Sheriff – Request for Adoption of Resolution Approving a Policy for Mutual Assistance with Other Law Enforcement Agencies (Major Andy Conway)

E. Health – Request for Approval of Contract with GENEIQ for RT-PCR COVID-19 Testing (Robert Wittmann, Health Director) F. Solid Waste – Request for Approval of Service Contract with Southern Environmental Solutions of the Carolinas (David Lambert, Solid Waste Director)

G. Solid Waste – Request for Approval of Grinding Services Contract for the Landfill (David Lambert, Solid Waste Director) H. Solid Waste – Request for Approval of Service Contract with STS for Hauling Recycling Materials (David Lambert, Solid Waste Director) X. APPOINTMENTS A. ABC Board

B. Aging Advisory Council C. Board of Health D. Library Board of Trustees XI. ADDITIONAL AGENDA XII. MANAGER'S REPORT XIII. COMMISSIONERS' COMMENTS XIV. CLOSED SESSION – if needed

ADJOURNMENT

COMMISSIONERS UPCOMING MEETINGS / EVENTS:

- Board of Education, Monday, April 12, 6:30pm
- Sandhills Center Board, Tuesday, April 13, 7:00pm (Graham)
- Airport Authority, Wednesday, April 14, 9:00am
- Pre-agenda, Wednesday, April 14, 9:30am (Graham / Quis)
- Special Meeting (NCGS 160D), Wednesday, April 14, 10:30am
- Budget Task Force, Thursday, April 15, 10:00am (Graham / Quis)
- DSS Board, Monday, April 19, 5:30pm (Graham)
- Regular Meeting, Tuesday, April 20, 5:30pm
- Board of E & R Convenes, Monday, April 26, 10:00am (Daeke)
- Special Meeting (Court Project), Monday, April 26, 1:30pm
- Pre-agenda, Wednesday, April 28, 9:30am (Gregory / Quis)
- Triangle J Board, Wednesday, April 28, 6:00pm (Quis)

PUBLIC COMMENT PROCEDURES

MOORE COUNTY BOARD OF COMMISSIONERS

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

1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.

2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by

telephone request to County Staff. 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic. 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address. 5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed. 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.

7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.

8. Any applause will be held until the end of the Public Comment Period. 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board. 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings. 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room. 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.

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

Revised on the 7th day of April 2015. Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, MARCH 16, 2021 REGULAR MEETING, 5:30 P.M.

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, March 16, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina. Commissioners Present:

Chairman Frank Quis, Vice Chairman Louis Gregory, Jerry Daeke, Catherine Graham

Commissioners Absent: Otis Ritter

****

Chairman Quis called the meeting to order and welcomed everyone. Pastor Scott McInnis of Awake Church offered the invocation and County Manager Wayne Vest led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD The following offered comment: Kevin Lewis, John Misiaszek, Vic Allen (additional time yielded by Art Geffen), Alexa Roberts, Lynn Goldham, Ken Benway, David Miller.

ADDITIONAL AGENDA Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to add an appointment to the Convention and Visitors Bureau (CVB) Board to the agenda.

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

Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to approve the following consent agenda items: Minutes: February 24, 2021, Special Meeting March 2, 2021, Regular Meeting and Closed Session

March 10, 2021, Special Meeting

March 10, 2021 Special Meeting (Closed Session) Tax Releases/Refunds – February 2021

Budget Amendments Local Educational Bonds – 2018 Bond Referendum – Revision 13

Reimbursement Resolution for New Courthouse

Parks and Recreation Revised Fee Schedule FY 21 Contract Amendment for Water Pollution Control Plant Raw Sewage Valve Replacement Cooperative Extension Application for FCS/ECA Innovation Grant Ft. Bragg / Moore County Renewal of Mutual / Automatic Aid

Division of Soil and Water Conservation Agreement Amendment

The tax releases/refunds resolutions, budget amendments, bonds revision 13, reimbursement resolution, and Parks and Recreation fee schedule are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, and E, respectively.

PRESENTATIONS Health – COVID-19 Update Health Director Robert Wittmann updated the Board regarding the COVID-19 pandemic. Following the update,

Commissioner Gregory expressed his appreciation for the assistance of members of the military in distributing vaccine and said they were very organized and professional. Mr. Wittmann discussed that the Air National Guard had provided a strike team and its members had been an integral part of the operation. Deputy Director/PIO Matt Garner provided a presentation on current virus statistics and shared that it was good news as numbers were trending in the right direction. Chairman Quis inquired regarding the average number of vaccines per week and Mr. Garner said everything the County was given, it was giving out. Chairman Quis asked about FirstHealth and Mr. Garner indicated they were doing the same and were given a larger allocation. Mr. Garner noted that extended vaccine clinic hours would be offered to accommodate those working full-time. Chairman Quis asked about the availability of Johnson & Johnson vaccine and Mr. Wittmann indicated it was not anticipated to be available to the County until April. Chairman Quis noted that the County was now at approximately one year from the first COVID-19 case and asked Mr. Wittmann for his comments regarding the remarkability of the development and distribution of three vaccines in that timeframe. Mr. Wittmann indicated the situation could be described as miraculous and he discussed the importance of the government having involved the private sector. He discussed that Moderna was even manufacturing for Johnson & Johnson in order to get capacity up, while increasing their own output as well. Mr. Wittmann said he had never seen anything move so fast and he considered it a miracle. He said he was proud to be a small part of the historic effort. It was noted that the coming Saturday's vaccine clinic would be canceled as all the available vaccine for the week would be used prior. Chairman Quis offered his thanks to Mr. Wittmann and his staff for the work they had done. Commissioner Graham asked if the County was able to get vaccines from other counties unable to use all of their supply. Mr. Wittmann shared that a survey was filled out weekly regarding the number of vaccines the County could utilize and he said they always put the maximum and asked for additional. Mr. Wittmann said he liked to think that by the end of April, a corner may be turned. NEW BUSINESS

Public Safety – Request for Approval of Purchase of Ambulance Chassis and Remount and Associated Budget Amendment Public Safety Director Bryan Phillips updated the Board on severe weather forecast for the next day. Mr. Phillips presented a request for approval to purchase an ambulance chassis and remount, and for approval of the associated budget amendment. Commissioner Gregory discussed that this purchase was not expected to happen but was required and Mr. Phillips indicated that due to a vehicle being wrecked, it became necessary to replace it sooner than anticipated. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to approve a purchase contract with Northwestern Emergency Vehicle for one Dodge chassis and remounting of existing ambulance box with a not-to-exceed price of $160,575, and upon using the Houston-Galveston Area Council (H-GAC) cooperative purchasing program and award a contract to the vendor, Northwestern Emergency Vehicles, Inc, which is identified by the H-GAC AM10-18 and is incorporated by reference in this contract, and upon approval from Finance and the County Attorney, authorize the Chairman to sign all necessary documents. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to approve the budget amendment and authorize the Chairman to sign all necessary documents. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix F. APPOINTMENTS

Juvenile Crime Prevention Council Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to reappoint Laura May and to appoint Joseph Keen to the Juvenile Crime Prevention Council for two-year terms expiring March 31, 2023.

Convention and Visitors Bureau Board Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to appoint Matt Hausser to the CVB Board for a three-year term.

CLOSED SESSION Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and (a)(6).

Following closed session discussion, 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 except that which was intended to be discussed in open session.

Chairman Quis shared that the Board had discussed salaries for some key employees of the County and he read adjusted salaries agreed upon by the Board as follows: County Manager Wayne Vest: $170,000 County Attorney Misty Leland: $140,000

County Clerk Laura Williams: $90,000 Tax Administrator Gary Briggs: $103,000 Register of Deeds Judy Martin: $100,000 Sheriff Ronnie Fields: $122,000

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to approve the salary adjustments as read. Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 4-0 to make these salary adjustments effective July 1, 2021.

4

ADJOURNMENT

There being no further business, upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 4-0 to adjourn the March 16, 2021, regular meeting of the Moore County Board of Commissioners at 8:03pm.

____ Francis R. Quis, Jr., Chairman

____ Laura M. Williams, Clerk to the Board

10. Finance /
Fund 250
$1,897,586
increase $1,600,000 - Transfer
from Local Edu Bonds-
2018 Bond Referendum
and $297,586 – Transfer
from General Fund
$1,600,000 from the Local Educational
Bonds were originally transferred for
SCC Architect expenses, and $297,586
from the General Fund includes
$250,877 to pay back the Capital
Reserve for Cell 6 Project and $46,709
were unassigned fund balance
100012
11. Tax $9,000
increase
Revaluation Reserve
Fund Balance
Used in the development of photo
project app
100013

IMPLEMENTATION PLAN:
N/A

FINANCIAL IMPACT STATEMENT:
The overall effect is to increase/decrease the revenue and expenditures in the General Fund for $173,539, Public Safety/EMS Fund for $2,865, Fire Protection SVC District Fund for $42,660, Capital Reserve for Gov Project Fund for $1,897,586, Capital Reserve Fund for Debt Fund $2,000,000, Capital Reserve for Capital Project SCC Fund $130,641, Capital Reserve Debt Service SCC Fund for $771,021, Capital Reserve Debt SVC for MCS Fund for $1,140,760 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

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

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Agenda Item: Meeting Date: April 6, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Bobby Lake, Property Management Director DATE: March 15, 2021 SUBJECT: Stanley Convergent agrees to furnish labor for maintenance repair services for Rick Rhyne Public Safety Security Electronic Systems. PRESENTER: Bobby Lake and Gene Boles REQUEST:

Approve Sole Source between the County and Stanley Convergent Security Solutions. BACKGROUND: Labor services for maintenance repair from Stanley Convergent Security Solutions. Services will include labor for maintenance repairs on the Security Electronic Systems at Rick Rhyne Public Safety Facility for a one-year term. IMPLEMENTATION PLAN:

Upon approval by the Board of Commissioners will forward service contract to Stanley Convergent Security Solutions. FINANCIAL IMPACT STATEMENT:

Total cost to the County of Moore is $34,800. It will be coming out of building improvement funds. RECOMMENDATION SUMMARY:

Make a motion to approve the Sole Source between the County of Moore and Stanley Convergent Security Solutions in the amount of $34,800 for the labor for maintenance repairs on the Security Electronic Systems at the Rick Rhyne Public Safety Facility and authorize Chairman to sign. SUPPORTING ATTACHMENTS: Sole Source Justification Form

Systems Description Contract

Stanley Convergent Security Solutions

Maintenance of Security Electronic Systems in the Rick Rhyne Public Safety Center

$34,800.00

X

The estimated cost will be for a 1 year term

03/02/2021

FN 21-0115

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 8th day of March, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and Stanley Convergent Security Solutions, Inc. (the “Contractor”).

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services and (“Services”) pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from April 2, 2021 through March 31, 2022.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed $34,800.00 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

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

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

5. INSURANCE

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

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury $1,000,000.00 per occurrence
Property Damage $100,000.00 per occurrence
Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

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

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”). The Final Divestment List can be found on the State Treasurer’s website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void

11. NON-DISCRIMINATION IN EMPLOYMENT

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

12. GOVERNING LAW

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

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PROPERTY MANAGEMENT
ATTN: BOBBY LAKE, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
ATTN: LEGAL
8350 SUNLIGHT DR.
FISHERS, IN 46037-6700

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

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

COUNTY OF MOORE

J. Wayne Vest
County Manager

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

Patrick Hickok
General Manager

PREAUDIT CERTIFICATE

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

\s3\

Finance Officer

SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required to perform maintenance of the electronic security systems for the Rick Rhyne Public Safety Center.

The specific services are detailed under the Schedule of Service and Scope of Security Electronics System sections on pages 1 and 2 of Attachment 2.

ATTACHMENT 1

License Information: AL 05-888, Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116 (334) 264-9388: AZ ROC204975: AR E 2005 0042, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600: CA AC06055; 848019, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: DE 2004207617; 04-
158: FL 519432; EF20000495; EF0001047: IL 127001274: LA D1173; BF1431: ME MC60018704: MD 107-1174, Maryland state police, licensing division, 7751 Washington Blvd, Jessup, MD 20794: MA C1628: MI 652229: MN TS01212: NJ 639887; 1074485: NY 12000269398, Licensed by NYS Dept. of State: NC 714-CSA: OH 20052600; 53-89-1512: OK 953: OR 161567: PA 83163544: RI 3935: SC FA3387; BA5501: TN C-1180; TX B02140; ACR2639, Texas Com'n on Private Security, 5805 Lamar Blvd., Austin 78773: UT 5704068-6501: VA 11-4298; 2705-087235A, Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219: WA SECURI*968ON: WI 969322: WY LV-A-32; TLV-G-613; 5-06669
Service Agreement Agreement #: 218015-1
Dated: March 2, 2021
Stanley Convergent Security Solutions, Inc.
This Agreement is made and entered into this 2nd day of March, 2021 between Stanley Convergent Security Solutions,
Inc., hereinafter referred to as "Stanley" and Moore County, NC, hereinafter referred to as "Customer".

System and Service
Stanley agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the
Customer located at:
Moore County
302 South McNeil Street
Carthage, NC 28327
Phone: 910-947-2931
Email: ngodfrey@moorecountync.gov
Attn: Sheriff Neil Godfrey

Terms of Renewal and Expiration
This Agreement is effective as of the execution date of this Agreement and shall have an initial term of twelve (12) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically
renewed for consecutive terms of one (1) year, unless either party gives written notice at least sixty (60) days prior to the
end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.
Payment and Scope (prices do not include any applicable state and local sales or use tax):
A. Payment: Customer agrees to pay Stanley:
$ 2,900.00 for services per month, as described in the Schedule of Service, payable monthly, quarterly, or annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this
specified date: 04/ 01/ 2021. Stanley may at any time following the expiration of a twelve (12) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge

in
any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

Schedule of Service:

Total Price of $2,900.00/Month Provides:

Labor Only Service Agreement

(Monday thru Friday, 8am to 4pm ET)

Priority Response Plan:

Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable

(Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Semi-annual inspections and system calibration ()

Free telephone consultation, during business hours

Total Diagnosis of system problems and guaranteed repair

Free remote diagnosis using our Secure Gateway(*)

()Note: There will be an added cost per month for service during after hours or holiday hours

(*)Note: Requires High-speed Internet connection provided and managed by you

ATTACHMENT 2DocuSign Envelope ID: C68EC221-B0F8-4FFC-88E7-8B5B40E2DD08

License Information: AL 05-888, Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116 (334) 264-9388: AZ ROC204975: AR E 2005 0042, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600: CA AC06055; 848019, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: DE 2004207617; 04-
158: FL 519432; EF20000495; EF0001047: IL 127001274: LA D1173; BF1431: ME MC60018704: MD 107-1174, Maryland state police, licensing division, 7751 Washington Blvd, Jessup, MD 20794: MA C1628: MI 652229: MN TS01212: NJ 639887; 1074485: NY 12000269398, Licensed by NYS Dept. of State: NC 714-CSA: OH 20052600; 53-89-1512: OK 953: OR 161567: PA 83163544: RI 3935: SC FA3387; BA5501: TN C-1180; TX B02140; ACR2639, Texas Com’n on Private Security, 5805 Lamar Blvd., Austin 78773: UT 5704068-6501: VA 11-4298; 2705-087235A, Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219: WA SECURI*968ON: WI 969322: WY LV-A-32; TLV-G-613; 5-06669

Service Agreement Agreement #: 218015-1

Dated: March 2, 2021

Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

• Touchscreen Control System

Including PC(s), Touchscreen monitor(s) and microphone.

• Door Control System

Allen-Bradley programmable logic controller equipment.

Door control electrical components including door control equipment racks, relay boards,
power supplies, fuses.

• Intercom System

Intercom and paging system components including intercom headend, intercom field devices, and speakers.

• CCTV System

Including camera(s), client(s), monitor(s), and Genetec Video Management System Software Maintenance.

• Access Control Interface

Including headend components and prox reader(s).

• Duress System

Including headend equipment and ultrasonic receivers.

• Utility Control Interface

Lighting and receptacle contactors controlled by the security system.

• Security Management System

Informer security management system computer.

• Software

Software including PLC, Commander, Gatekeeper, and Informer software. This is for the maintenance
of the current software configuration. This includes maintaining backups.

Scope of Genetec Video Management System Software Maintenance:

For the purpose of this agreement, the Genetec Video Management System Software Maintenance is defined to cover the
following software:

• Genetec Video Management Software

Including system management, service releases, hotfixes, and minor & major release upgrades.

Not included in our agreement:

- Additional Service will be charged at the current service rates.
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware.
- Video Visitation Systems.
- Wonderware license upgrades.
- Obsolete or discontinued equipment.
- VCRs. We no longer service VCRs.
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

License Information: AL 05-888, Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116 (334) 264-9388: AZ ROC204975: AR E 2005 0042, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600: CA AC06055; 848019, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: DE 2004207617; 04-
158: FL 519432; EF20000495; EF0001047: IL 127001274: LA D1173; BF1431: ME MC60018704: MD 107-1174, Maryland state police, licensing division, 7751 Washington Blvd, Jessup, MD 20794: MA C1628: MI 652229: MN TS01212: NJ 639887; 1074485: NY 12000269398, Licensed by NYS Dept. of State: NC 714-CSA: OH 20052600; 53-89-1512: OK 953: OR 161567: PA 83163544: RI 3935: SC FA3387; BA5501: TN C-1180; TX B02140; ACR2639, Texas Com'n on Private Security, 5805 Lamar Blvd., Austin 78773: UT 5704068-6501: VA 11-4298; 2705-087235A, Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219: WA SECURI*968ON: WI 969322: WY LV-A-32; TLV-G-613; 5-06669
Service Agreement Agreement #: 218015-1
Dated: March 2, 2021

Terms of Service:
1. Liquidated Damages and Stanley's Limits of Liability
A. It is understood and agreed by the parties hereto that Stanley is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that Stanley is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by, or serviced by,Stanley, that Stanley is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, that Stanley is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Stanley offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.
B. Paragraph A of this Section 1 shall apply to any other company or entity which, in addition to Stanley, furnishes as a subcontractor or otherwise, any installation, monitoring or maintenance services provided hereunder.
C. Limited Equipment Warranty
Where Customer purchases a security system or parts under this Agreement, Stanley warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Stanley's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of Stanley, while the system is in the possession of the Customer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, use of the software with an operating system other than that specified by Stanley or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Stanley. If inspection by Stanley fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Stanley's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT

WARRANTY DESCRIBED ABOVE AND TO THE EXTENT PERMITTED BY LAW, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL STANLEY, IT EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STANLEY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER’S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

2. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Stanley. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on Stanley until approved and accepted by Stanley as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions. 3. Miscellaneous Charges and Increase in Charges A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to contractor for facilities required for transmission of signals under this Agreement. B. At Stanley’s option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Stanley or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. C. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer’s responsibility to obtain all alarm use permits required by the local jurisdiction.

D. A balance becomes delinquent thirty (30) days after payment is due under this Service Agreement. Stanley may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. Stanley may charge $25.00 for any NSF check.

4. Further Obligations of Customer

A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Stanley’s requirements and telephone company interconnection jacks, if required. B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by Stanley, nor shall Customer permit the same to be done by others. C. For those premises where Stanley is to provide Customer Service Center monitoring, Customer shall furnish Stanley a list of the names, titles, residence addresses, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish Stanley with an authorized daily and holiday opening and closing schedule.

D. Customer shall permit Stanley access to the premises for any reason arising out of or in connection with Stanley’s rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Stanley, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a Stanley-owned system).

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to Stanley within thirty (30) days of installation completion.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises Customer shall indemnify and hold Stanley harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Stanley's inability to recover Stanley-owned system components when customer moves out of the premises. H. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required as well as shelf or desk space for monitors. I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given Stanley written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this contact. If such materials (whether or not disclosed by Customer) are discovered and such materials provide and unsafe or unlawful condition, such discovery shall constitute a cause beyond Stanley's reasonable control and Stanley shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Stanley and its assigns harmless from and against any and all claims, cost and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Stanley).

License Information: AL 05-888, Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116 (334) 264-9388: AZ ROC204975: AR E 2005 0042, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600: CA AC06055; 848019, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: DE 2004207617; 04-
158: FL 519432; EF20000495; EF0001047: IL 127001274: LA D1173; BF1431: ME MC60018704: MD 107-1174, Maryland state police, licensing division, 7751 Washington Blvd, Jessup, MD 20794: MA C1628: MI 652229: MN TS01212: NJ 639887; 1074485: NY 12000269398, Licensed by NYS Dept. of State: NC 714-CSA: OH 20052600; 53-89-1512: OK 953: OR 161567: PA 83163544: RI 3935: SC FA3387; BA5501: TN C-1180; TX B02140; ACR2639, Texas Com'n on Private Security, 5805 Lamar Blvd., Austin 78773: UT 5704068-6501: VA 11-4298; 2705-087235A, Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219: WA SECURI*968ON: WI 969322: WY LV-A-32; TLV-G-613; 5-06669

Service Agreement Agreement #: 218015-1

Dated: March 2, 2021

5. Further Obligations of Stanley; Limitations A. For those premises where Customer Service Center monitoring is provided, Stanley, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or customer designated agency having jurisdiction or responsibility. Stanley shall also make a reasonable effort
to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, Stanley shall have the right, in its sole
judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customers premises to determine whether an emergency condition exists warranting
notification of the police. Customer agrees that telephone calls received or transmitted by the Customer Service Center, including the receipt and transmission of alarm signals, may be electronically recorded
by Stanley, and that Customer consents to such recordings.

B. Customer understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center, there may be times when that communication method is not able to transmit signals and Stanley will not receive alarm signals. Digital communicators use standard telephone lines and Stanley does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarms signals. Customer understands that Stanley offers several levels of communication methods of alarm signals to the Customer Service Center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of
protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and
whether the utilization of more than one communication method is required.

C. In case of possible communication method trouble detected by Stanley, Stanley shall contact the communication method provider and request that it determine the location of the trouble, if unknown to Stanley.
When the trouble has been traced to a Customer, Stanley will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes

necessary, Stanley shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of Stanley and Stanley shall not be liable for the communication method provider's negligent performance or delay in performance. D. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not Stanley's agents nor does Stanley assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. E. Stanley shall not be responsible for the replacement of equipment or parts no longer commercially available to Stanley.

6. Termination

A. Stanley may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, or

ii. In the event Stanley's Customer Service Center, the telephone lines, wires or Stanley's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or iii. As provided in this Service Agreement related to expiration and price increases. B. Customer may terminate the Agreement: i. Upon sixty (60) days' written notice to Stanley prior to the end of the term; ii. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using equipment owned by Stanley or its assignee, the Customer must pay Stanley all payments remaining to be made under this Agreement through its scheduled expiration; or

iii. As provided in this Service Agreement relating to expiration, price increases, and assignment.

C. Upon termination of this Agreement, Customer shall permit Stanley access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment. 7. Assignment

This Agreement is not assignable by the Customer except upon written consent of Stanley first being obtained.

8. No Subrogation Customer does hereby for itself and other parties claiming under it, release and discharge Stanley from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Stanley. 9. Trial by Jury Both parties to this agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this agreement.

10. Choice of Law

This agreement is entered into in the State of Indiana and shall be interpreted, enforced and governed under the laws of the State of North Carolina without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this agreement or otherwise brought against Stanley by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Moore County, North Carolina. If the claim could be brought in federal court, the action shall be maintained in the United States District, North Carolina Division.

Please sign below. Upon receipt, Stanley will execute and return a fully executed copy to you.

Stanley Convergent Security Solutions, Inc. CUSTOMER By (Signature)

Sales Representative Dustin Hackleman, Senior Sales Engineer Name (Print or Type)

Approved and accepted by Stanley Title

By Date

Title Bank Reference Telephone

Date Account Number

NOT BINDING ON Stanley WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE

Return to: Stanley Convergent Security Solutions, Inc., 11899 Exit 5 Parkway, Suite 100, Fishers, IN 46037

Agenda Item: Meeting Date: 04/06/2021

MEMORANDUM TO BOARD OF COMMISSIONERS: FROM: Terri Prots, Aging Services Director

DATE: March 29, 2021 SUBJECT: Contract Amendment for nutrition services, increase Not to Exceed Amount

REQUEST: The Aging Services Director respectfully requests the approval of a contract amendment with Mid South Food Services. The amendment increases the Not To Exceed Amount due to the County's need for additional services. The Not To Exceed Amount was raised from $110,818.00 to $292,424.58. Meals are $4.45 each. BACKGROUND: Mid-South Food Services provides the meals for the Home Delivered Meal (HDM) and Congregate Meal programs for the Department of Aging. Due to COVID and additional funding, a pack of 5 frozen meals is delivered each Monday, by Aging staff, to HDM and Congregate clients who wish to have them. Since they are frozen meals, versus a hot meal, we have been able to expand our delivery area.

IMPLEMENTATION PLAN:

Mid South was notified of the need for the amendment. FINANCIAL IMPACT STATEMENT:

Funds were moved from within the Aging Department's budget to include the use of COVID funding sources, CARES and Families First. RECOMMENDATION SUMMARY: Approve contract amendment with Mid South Food Services

SUPPORTING ATTACHMENTS:

Mid South Food Services contract amendment has already been provided to the Clerk to the Board.

COUNTY OF MOORE CONTRACT AMENDMENT NO. 4
STATE OF NORTH CAROLINA

This Contract Amendment No. 4 (this “Amendment”), is made the 6th day of April, 2021, between the County of Moore (the “County”) and Mid-South Food Service, Inc., (the “Caterer”).

WITNESSETH WHEREAS, the County and Caterer previously entered into an agreement on June 5, 2015, which was for the purpose of the preparation of one nutritious meal per serving day for the Congregate and Home Delivered Meals Nutrition Programs (the “Original Agreement”); and WHEREAS, the County and Caterer previously amended the Original Agreement by Contract Amendment No. 1, dated July 20, 2017, to increase the price per meal from $3.75 to $4.45, and, to decrease the amount not to exceed by $16,001.00, from $115,819.00 to $99,818.00; and WHEREAS, the County and the Caterer previously amended the Original Agreement by Contract Amendment No. 2, dated January 7, 2019, to modify the location of the West End, North Carolina nutrition site listed in Exhibit 1 of the Original Agreement, effective Monday, January 7, 2019; and.

WHEREAS, the County and the Caterer previously amended the Original Agreement by Contract Amendment No. 3, dated June 6, 2019, to increase the not to exceed amount of the Original Agreement by $11,000.00 ($10,000.00 Home Delivered Meals and $1,000.00 Congregate meals), from $99,818.00 to
$110,818.00; and WHEREAS, due to the County’s need for additional services, the parties now desire to increase the not to
exceed amount of the Original Agreement by $181.606.58, from $110,818.00 to $292,424.58. 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 will be amended to read, “The Caterer will invoice the County monthly at the rate of $4.45 per meal, delivered. Caterer will receive from County an amount not to exceed $292,424.58 per year as full compensation for the provision of services. This Contract is subject to the availability of funds to purchase the specified services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable.” 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. 4 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

Equal Employment Opportunity

During the performance of this Contract, the contractor agrees as follows: a. The Contractor will not discriminate against any employee or applicant for employment
because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regarding to race, color, religion, sex, sexual orientation, gender identity or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representatives of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act   Applicable to all prime construction contracts in excess of $2,000 awarded by non-Federal entities. a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 346-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborer and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

Copeland Anti-Kickback Act Applicable to contracts for construction or repair work above $2,000 where Davis-Bacon Act also applies.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT During the performance of this Contract, the Contractor agrees as follows:

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $26 for each calendar day in which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section. c. Withholding of unpaid wages and liquidated damages. The Federal Emergency Management Agency, North Carolina Department of Public Safety, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section. d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include those clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

any subcontractors or low tier subcontractors with the clauses set forth in paragraphs (a) through (d) of this section. Rights to Inventions Made Under a Contract or Agreement Applicable to “funding agreements” as defined by 37 C.F.R. §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution
of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.
Clean Air Act and the Federal Water Pollution Control Act Applicable to contracts and sub-grants of amounts in excess of $150,000. a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. b. The contractor agrees to report each violation to the applicant and understands and agrees that the applicant will, in turn, report each violation as required to assure notification to the appropriate federal agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.
Debarment and Suspension a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt.
3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the North Carolina Department of Public Safety and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. Byrd Anti-Lobbying Amendment Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contracts, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

Procurement of Recovered Materials

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program. c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

COUNTY OF MOORE MID-SOUTH FOOD SERVICE, INC.

___________________________________ ___________________________________

Francis R. Quis, Jr., Chairman Patty Zalnasky Moore County Board of Commissioners ATTEST:

___________________________________ Laura M. Williams Clerk to the Board PREAUDIT CERTIFICATE

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

Agenda Item: Meeting Date:

MEMORANDUM TO BOARD OF COMMISSIONERS: FROM: Terri Prots, Aging Services Director

DATE: March 31, 2021 SUBJECT: Reject two bids for Aging's nutrition services

REQUEST: Please reject the two bids submitted for the Department of Aging's nutrition program beginning July 1, 2021.

BACKGROUND:

Of the two bids submitted, the asking price per meal of the one cannot be sustained over five years and the other bid was non-responsive.

IMPLEMENTATION PLAN:

Finance is prepared to contact the two organizations and re-bid. FINANCIAL IMPACT STATEMENT: No impact to rebid. RECOMMENDATION SUMMARY: Motion to reject the two bids submitted for Department of Aging's nutrition program (home delivered and congregate meals).

Agenda Item: Meeting Date: April 6, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS: FROM: Department of Social Services, Tammy Schrenker

DATE: March 26, 2021 SUBJECT: Proclamation – CHILD ABUSE PREVENTION MONTH- April PRESENTER: Hope McAuley and Jamie Williams-Canty

REQUEST: Respectfully requesting that the Board of Commissioners Child Abuse Prevention Month in Moore County. BACKGROUND: Child Abuse Prevention Month in Moore County to promote community involvement to decrease the incidents of child abuse in this county. FINANCIAL IMPACT: None IMPLEMENTATION PLAN: N/A RECOMMENDATION SUMMARY: Proclaim April 2021 as Child Abuse Prevention Month in Moore County to promote community involvement to decrease the incidents of child abuse in this county. ATTACHMENTS: Proclamation

CHILD ABUSE PREVENTION MONTH

April 1, 2021

WHEREAS, in Federal fiscal year 2019, 4.4 million reports were made to child protective services; and

WHEREAS, child abuse and neglect are a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of Moore County; and

WHEREAS, child abuse can have longterm psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental wellbeing of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faithbased organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional wellbeing of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, THE MOORE COUNTY BOARD OF COMMISSIONERS, do hereby proclaim April 2021 as “CHILD ABUSE PREVENTION MONTH” in Moore County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

____

Frank Quis, Chair
Moore County Board of Commissioner

______________________________ Laura Williams

Call To –Special Use Permit – Bibey Road – Staff Report

Agenda Item: _____ Meeting Date: April 6, 2021

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning & Transportation Director

DATE: March 26, 2021 SUBJECT: Call to a Quasi-Judicial Hearing for a Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval (Bibey Road) PRESENTER: Debra Ensminger REQUEST

The applicant, C & C Properties of MC, LLC, is requesting approval of a Preliminary Plat for a Major Conservation Subdivision for 12 lots on a 34-acre parcel. BACKGROUND The property is currently undeveloped. Adjacent land uses include single family dwellings and undeveloped property. IMPLEMENTATION PLAN Call for a Quasi-Judicial Hearing on April 20, 2021 at 5:30pm.

FINANCIAL IMPACT STATEMENT No financial impact to the County’s FY 2020-2021 budget.

RECOMMENDATION SUMMARY Make a motion to call for a Quasi-Judicial Hearing on April 20, 2021 at 5:30pm for a Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval (Bibey Road) to be located on Bibey Road, Carthage. SUPPORTING ATTACHMENTS

- Vicinity Map
- Zoning Map
- Aerial
- Preliminary Plat

County Location Map
Current Zoning
1 inch = 7,336 feet

Aerial Photography 2017
1 inch = 590 feet

Agenda Item: _______________ Meeting Date: __04/06/2021___

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS FROM: Rachel Patterson, GIS DATE: April 6, 2021 SUBJECT: Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance PRESENTER: Rachel Patterson REQUEST:

Request is hereby made for the Board of Commissioners to call a public hearing for Tuesday, April 20, 2021, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add seven (7) roads.

BACKGROUND: On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings.

In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore. Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore,

whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The roads listed here are for initial naming and are privately maintained; ARCHDALE DR (P4246), BARTLETT CT (P4247), CAMERON VALLEY RD (P4248),

HAZELTON FARMS LN (P4249), PAULSON CT (P4250), SLOAN LN (P4251), and WILLOW OAK CT (P4252).

IMPLEMENTATION PLAN:

Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along each of these roads. FINANCIAL IMPACT STATEMENT: Not Applicable.

RECOMMENDATION SUMMARY: Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for April 6, 2021, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing

Ordinance to add seven (7) roads to the ordinance. SUPPORTING ATTACHMENTS Road Name and Addressing Ordinance Color Maps Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE ADOPTED JULY 10, 1989 AND AS SUBSEQUENTLY AMENDED RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED: ADD: ARCHDALE DR (P4246) ....Located on the eastern side of Bibey Rd (SR 1868) between the private road Abbey Rd and Niagara-
Carthage Rd (SR 1802).

BARTLETT CT (P4247) ....Located off the private road Archdale Dr.

CAMERON VALLEY RD (P4248) ......Located on the southern side of Cranes Creek Rd (SR 1825) approximately 0.2 miles west of L Cooper Rd (SR 2002).

HAZELTON FARMS LN (P4249) ....Located on the western side of South Plank Rd (SR
1007) approximately within the Village of Pinehurst's
ETJ on miles north of US 1 Hwy.

PAULSON CT (P4250) ....Located within the Village of Pinehurst's ETJ on the eastern side of Diamondhead Dr S between private
road Floyd Way and Lake Vista Ln.

SLOAN LN (P4251) ....Located within the Village of Pinehurst's ETJ off
Paulson Ct.

WILLOW OAK CT (P4252) ....Located off the private road Hazelton Farms Ln.

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption. Adopted this 20th day of April 2021. ________________________________ Francis R Quis, Jr., Chairman Moore County Board of Commissioners ________________________________ Laura Williams, Clerk to the Board Moore County Board of Commissioners

TABLE OF CONTENTS

MOORE COUNTY ORDINANCE UPDATE

– April 2021 –

ARCHDALE
D
R
B
A
R
T
L
E
T
T

C
T
B
I
B
E
Y

R
D
ABBEY

R
DEXETER ST
NI
A
G
A
R
A
-
C
A
R
T
H
A
G
E

R
D
VASS-CARTHAGE RD

DAVIE

L
N
WARWICK LN
/
Source: \\g isdb \g is\Projects\DEPART MENT S\ADDRESSING\Streets_ordinance\RoadNam e_PreAg enda\2021_04_Apr_20\Maps\UpdateRoads_LetterSize.m xd

Map Prepared By Moore County GIS Departm entDate: 3/11/2021

Moore County GIS Disclaim erAll th e inform ation contained on th is m edia is prepared for th e inv entory of real property found with in Moore County. All data is com piledfrom recorded deeds, plats, and oth er pub lic records and data. Users of th is data are h ereb y notified th at th e aforem entioned pub lic prim ary inform ation sources sh ould b e consulted for v erification of th e inform ation. All inform ation contained h erein was c reated for th e County's internal use. MOORE COUNT Y, IT S OFFICIALS, AGENT S AND EMPLOYEES MAKE NO WARRANT Y AS T O T HE CORRECT NESS OR ACCURACY OF T HE INFORMAT ION SET FORT H ON T HIS MEDIA WHET HER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WIT HOUT LIMIT AT ION T HE IMPLIED WARRANT IES OF MERCHANT ABILIT Y AND FIT NESS FOR A PART ICULAR USE. Any resale of th is data is strictly proh ibited in accordanc e with North Carolina General Statutes 132-10. Grid is b ased on North Carolina State Plane Coordinate System NAD83 (feet).

Moore County Ordinance Update - Map 1

400 Feet

Legend

Existing Roads

Parcels

Cities

County Line

ETJ: VASS
C A M E R O N V A L L E Y R D
US

1

B
Y
P
A
S
S
TH
O
M
A
S

W
A
Y
CRANES C
R
E
E
K

R
D
L C
O
O
P
E
R

R
D
OAK

R
U
N

D

R
US

1

B
Y
P
A
S
S
/
Source: \\g isdb\gis\Projects\DEPART MENT
S\ADDRESSING\Streets_ordinance\RoadName_PreAgenda\2021_04_Apr_20\Maps\UpdateRoads_LetterSize.m xd
Map Prepared By Moore County GIS Departm entDate: 3/24/2021

Moore County Ordinance Update - Map 2
400 Feet
Legend
Existing Roads
Parc els
Cities
County Line

W
I
L
L
O
W

O
A
K

C
T
HAZE
L
T
O
N

F
A
R
M
S

L
N
S
O
U
T
H

P
L
A
N
K

R
D
WH
I
T
E

O
A
K

L
N
LEE COUNTY
/
Source: \\g isdb \g is\Projects\DEPART MENT S\ADDRESSING\Streets_ordinance\RoadNam e_PreAg enda\2021_04_Apr_20\Maps\UpdateRoads_LetterSize.m xd
Map Prepared By Moore County GIS Departm entDate: 3/11/2021

 Grid is b ased on North Carolina State Plane Coordinate System NAD83 (feet).

Moore County Ordinance Update - Map 3
400 Feet
Legend
Existing Roads
Parcels
Cities
County Line

ETJ: PINEHURST
PAULSON CT
SL
O
A
N

L
N
FL
O
Y
D

W
A
Y
ST
A
R
L
I
T

L
N
DI
A
M
O
N
D
H
E
A
D

D
R

S
SH
A
M
R

O
C
K

W
A
Y
LAKE

V
I
S
T
A

L
N
STARL
I
T

C
T
HALL CT
/
Source: \\g isdb \g is\Projects\DEPART MENT S\ADDRESSING\Streets_ordinance\RoadNam e_PreAg
enda\2021_04_Apr_20\Maps\UpdateRoads_LetterSize.m xd
Map Prepared By Moore County GIS Departm entDate: 3/11/2021
Moore County GIS Disclaim erAll th e inform ation contained on th is m edia is prepared for th e inv entory of real property found with in Moore County. All data is com piledfrom recorded deeds, plats, and oth er pub lic records and data. Users of th is data are h ereb y notified th at th e aforem entioned pub lic prim ary inform ation sources sh ould b e consulted for v erification of th e inform ation. All inform ation contained h erein was c reated for th e County's internal use. MOORE COUNT Y, IT S OFFICIALS, AGENT S AND EMPLOYEES MAKE NO WARRANT Y AS T O T HE CORRECT NESS OR ACCURACY OF T HE INFORMAT ION SET FORT H ON T HIS MEDIA WHET HER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WIT HOUT LIMIT AT ION T HE IMPLIED WARRANT IES OF MERCHANT ABILIT Y AND FIT NESS FOR A PART ICULAR USE. Any resale of th is data is strictly proh ibited in accordanc e with North Carolina General Statutes 132-10. Grid is b ased on North Carolina State Plane Coordinate System NAD83 (feet).
Moore County Ordinance Update - Map 4
400 Feet
Legend
Existing Roads
Parcels
Cities
County Line

This highlighted section of Floyd Way will be removed with the new proposed subdivision
This section of Floyd Way will be remain as is.
FLOYD

W
A
Y

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, April 20, 2021, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following: An amendment to the Moore County Road Name and Addressing Ordinance to add seven roads to the Ordinance, which are Archdale Dr, Bartlett Ct, Cameron Valley Rd, Hazelton Farms Ln, Paulson Ct, Sloan Ln, and Willow Oak Ct. Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 302 S. McNeill St, Carthage, NC 28327, during normal business hours. Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams, Clerk to the Board

800.627.3660 | NISBenefits.com Client Focused. Solution Driven.
Board of CommissionersBoard of Commissioners
April 6, 2021
Award Recommendations
Medical/Rx and Dental RFP

800.627.3660 | NISBenefits.com

Exclusive Public Employer Focus

Since 1969, National Insurance Services (NIS) has been committed to the needs of municipalities, schools, cities, counties, libraries, and community mental health organizations.

Public Employer Benefit Experience

Whether it’s Health, Disability, ACA, 401(a), HRA, HSA, or any governmental employee benefit, we have an expert ready to serve you.

Who is NIS?

800.627.3660 | NISBenefits.com

NIS has been Moore County’s independent consultant since March 2017. NIS works with over 2,500 public sector organizations nationwide, with over 500,000 covered individuals.

Role of the consultant:

•Advising

•Benefit design

•Cost control ideas

•Employee handbooks

•Compliance

•HR Support

2020 was a bidding year for Moore County to solicit Medical/Rx proposals.

NIS’ History with Moore County

RFP Process – Medical,
Pharmacy, and Dental

- Formal RFP released September 3, 2020
- Medical, Pharmacy, and Dental – fully insured and self-funded
- 30 bidders were informed of the bidding opportunity. All were provided same data
- Sealed bids were due at 4:00 p.m., October 13, 2020
- Four carriers quoted on Medical/Rx
- Three carriers quoted on Rx only
- Three carriers quoted on Dental

RFP Process

•ACS Benefits
•Aetna
•ASCEND PBM
•Blue Cross Blue Shield NC
•Capital Rx
•Cigna
•CWI Benefits
•EHIM Rx
•First Carolina Care
•Gallagher Benefit Services
•George W. Little & Associates, Inc.
•Gerber Life
•Tokio Marine HCC
•AP Stop Loss Coalition
•Keenan Pharmacy Coalition
•Ken Lewis & Associates
•National Cooperative Rx
•Pierce Group Benefits
•Prairie States TPA
•Serve You Rx
•Symetra
•Tucker Administrators
•UnitedHealthcare/UMR
•Voya
•Zurich

RFP Process – List of Bidders Notified

- ADN
- Ameritas
- Delta Dental
- Guardian
- MetLife
- First Carolina Care
- BlueCross BlueShield
- Aetna

RFP Process – List of Bidders Notified, Dental Only

Medical/Rx:

First Carolina Care, BlueCross BlueShield, Aetna. Non-responsive: Value Based Healthcare Partners

Rx only:

ASCEND PBM, Capital Rx, National Cooperative Rx

Dental:

First Carolina Care, Blue Cross Blue Shield, Aetna

RFP Process – Medical, Rx, and Dental – proposals received

Criteria:

1.Financial strength
2.Compliance with specifications
3.Contract provisions
4.Robust and transparent reporting
5.Provider network and provider contracts
6.Premium rates, administration fees, and guarantee periods
7.Proposer’s ability to adequately service the County’s employees and their dependents
8.Ease and cost effectiveness of transition from present carrier
9.Ease of administration, including online tools and member apps
10.Innovative cost-control measures

Evaluation Process

Recommendations: Based on our analysis, the recommendation is First Carolina Care (FCC) for the administration of Medical, Rx, and Dental benefits.

Evaluation Process

1. First Carolina Care (FCC) (incumbent) offered lowest projected cost without plan deviations
2. FCC offers best overall network provider discounts for Medical and Rx
3. Remaining with current carrier eliminates employee and dependent disruptions as would normally occur when changing carriers, networks, and drug formularies
4. FCC has demonstrated long-term pricing stability on administration fees and stop-loss premiums

Recommendations, continued:

5.Self-funded quotes were more cost-effective than fully insured

6.FCC has demonstrated track record of prompt, local service

7.FCC’s improved pharmacy contract beginning July 1, 2021, will offer better pricing, with further pricing improvements expected for 2022 plan year

8.Carving out the pharmacy benefit is not realistically achievable for July 1, 2021 and would likely cause member disruption. This can be evaluated in future years as an option

Evaluation Process

Recommendations, continued:
9.Current Dental plan is open access (no network)
10.Ease of administration – one carrier for Medical/Rx and Dental
11.FCC's history of stable admin fees and prompt, local service
12.Aetna dental quote not considered as it was bundled with their uncompetitive medical quote, and 80% reasonable and customary payments would result in members being balance-billed by local dentists

Evaluation Process

Medical/Rx and Self-Funded Dental – Combined pricing based on expected claims
•First Carolina Care Self-Funded Medical/Rx/Self-Funded Dental: $8,370,756
•First Carolina Care Fully Insured Medical/Rx/Self-Funded Dental: $9,293,262
•BlueCross Self-Funded Medical/Rx/Self-Funded Dental: $9,338,022
•BlueCross Fully Insured Medical/Rx/Self-Funded Dental: $9,582,708
•Aetna Self-Funded Medical/Rx/Self-Funded Dental: $10,278,618
•Aetna Fully-Insured Medical/Rx/Self-Funded Dental: $10,726,825

Bid Summary

Final Recommendation – First Carolina Care for Medical/Rx and Dental

•Long-standing, existing businessrelationship

•Best pricing

•Best network for Moore County staff and dependents

•Responsiveness to Moore County membership, HR, and administration

•Quality customer service

•Local company

Final Recommendation

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is entered into the 1st day of July, 2021, by and between Moore County (“Group”), acting in its capacity as the plan sponsor and plan administrator of the group health and dental plans identified in the recitals below, and FirstCarolinaCare Insurance Company, Inc. (“FCC”), a corporation with its principal place of business in Pinehurst, North Carolina.
WHEREAS, Group has established and maintains an employee welfare benefit plan for the purpose of providing certain health benefits to eligible employees and their eligible dependents on a self-funded basis (the “Plan”); and
WHEREAS, Group is the administrator of the Plan (“Plan Administrator”); and
WHEREAS, Group, acting in its capacity as the sponsor of the Plan and the Plan Administrator, desires to retain FCC to perform certain administrative services with respect to the Plan, in accordance with the terms and conditions hereinafter set forth; and
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Beneficiary means an employee or former employee of the Group who is enrolled in the Plan, and his or her dependents who are enrolled in the Plan.
1.2 Covered Services means those health care services and supplies described in the Plan Summary which are available to Beneficiaries through the Plan.
1.3 Effective Date means the first day FCC begins providing the services described in this Agreement, which date shall be July 1, 2021.
1.4 Group means the Plan Sponsor and/or the Plan Administrator, as applicable.
1.5 Schedule of Benefits means the document made part of the summary plan description that summarizes Covered Services, applicable benefit limitations and Beneficiary cost-sharing information.
1.6 Utilization Management means a set of formal techniques designed to monitor the use of or evaluate the medical necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. FCC’s Utilization Management program is based upon precertification of certain health services or items according to accepted clinical guidelines.

SECTION 2

RESPONSIBILITIES OF GROUP

2.1 Establishment of Plan: The Group shall establish, maintain and appropriately fund the Plan and shall be solely responsible for the operation and administration of the Plan, except as expressly delegated to FCC under this Agreement. The Group has absolute authority with respect to the control, management, funding and disposition of Plan assets.

2.2 Cooperation: Group shall cooperate with FCC to the extent necessary to enable FCC to provide services in accordance with this Agreement and shall provide any information reasonable and necessary to carry out FCC's obligations. The Group shall provide FCC with sufficient information or documentation regarding benefits to be offered under the Plan for FCC to draft a summary plan description for Group review and approval.

2.3 Enrollment and Eligibility: The Group is responsible for determining the eligibility of individuals to enroll in the Plan in accordance with the eligibility requirements, criteria and/or rules established by the Plan Administrator. The Group shall provide FCC with current information identifying each Beneficiary eligible to participate and enrolled in the Plan in a sufficient time prior to the Effective Date to enable FCC to load all Beneficiaries in its system. Thereafter, the Group shall furnish to FCC as soon as reasonably possible, but in no event later than thirty (30) days of the effective date of the change, additions, deletions and changes to the Beneficiary census, in a form approved by FCC.

FCC shall be entitled to rely on the accuracy of all information submitted to FCC by the Group with respect to the eligibility of Beneficiaries to participate in the Plan and/or their enrollment in the Plan. Benefit payments made by FCC based on enrollment data reflected in FCC's records as of the time of such payments (even if the claim is incurred after a Beneficiary's coverage terminates) shall be the liability of the Group. FCC shall have no obligation or liability with respect to any changes in enrollment prior to receipt of proper notification in writing from the Group. FCC shall also not be responsible in any manner for any delay or error caused by the Group's failure to provide accurate enrollment information in a timely manner. The Group, in order to minimize its liability for claims incurred after a Beneficiary's loss of enrollment, shall make responsible efforts to collect and destroy invalid Beneficiary ID cards.

2.4 Benefit Information: The Group shall be responsible for finalizing and providing to FCC all information defining Covered Services prior to FCC's commencement of claims processing. In the event that Plan amends or modifies Covered Services, the effective date of the modification shall be subsequent to the date on which FCC has been notified of such modifications. FCC shall have no obligation to reprocess claims if the Group makes retroactive benefit changes or makes retroactive eligibility changes. FCC may consider reprocessing such claims in its discretion and at the Group's sole expense.

2.5 Beneficiary Education: Group shall provide FCC with access to employees in order that FCC may conduct enrollment meetings and provide education about covered services, how benefits are used and about other services provided by FCC.

2.6 Tax and Legal Status of Plan: The legal and tax status of the Plan under applicable law is a matter for determination by the Group. Unless otherwise agreed to in writing, FCC shall not be responsible for establishing or maintaining the Plan in compliance with applicable state or federal laws, except to the extent expressly provided in this Agreement.

2.7 Reporting and Disclosure Responsibilities/Allocation of Responsibilities: The Group shall oversee the administration of the Plan and shall be responsible for complying with all reporting and disclosure requirements required by applicable law, including distribution of information to Beneficiaries in compliance with federal, state and local laws. Group shall have sole responsibility for reporting to the Centers for Medicare and Medicaid Services and to Medicare-eligible Beneficiaries information required in connection with creditable coverage under Medicare Part D prescription drug plans.

2.8 Named Fiduciary: The Plan Administrator shall be the named fiduciary and, as such, shall have the exclusive right to interpret the terms of the Plan and to determine eligibility for coverage and benefits with respect to all duties assigned to it under this Agreement or the Plan, and its good faith interpretation shall be binding and conclusive upon all persons. If an entity other than Group is appointed to serve as the plan administrator and/or named fiduciary of the Plan or to act on its behalf with respect to matters addressed in this Agreement, the Group shall notify FCC within five (5) business days of such change.

2.9 Access to Protected Health Information: The Group agrees to provide FCC in writing with the names and titles of employees who are designated to be authorized to have access to protected health information, as defined in the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). This notification must be provided within five (5) business days of the execution of this Agreement. Any changes to the list of designated persons must be provided immediately in writing. It is understood that FCC will not release protected health information to anyone in the Group who is not on the list of authorized persons. The Group shall be solely responsible for training its employees and ensuring that they comply with all HIPAA privacy and security regulations.

SECTION 3

RESPONSIBILITIES OF FCC

3.1 General: The Group has selected FCC to provide claims administration, customer services and Utilization Management services for the Plan. FCC shall administer and issue payment on claims submitted under the Plan, process enrollment applications and perform such administrative duties as set forth in this Agreement and the Plan Summary. FCC shall have the authority to make administrative decisions necessary to carry out its obligations under this Agreement.

3.2 Enrollment and Changes: FCC shall process any enrollment changes no later than four (4) business days following the date that FCC receives notice of the change. Notwithstanding, FCC shall not make any change effective retroactively more than thirty (30) days prior to the date FCC is notified of the change.

3.3   Summary Plan Description and Other Documents:

3.3.1 FCC will provide Group with a draft summary plan description, which Group will review and approve for printing and distribution to Beneficiaries. The Group understands and agrees that it is responsible for carefully and thoroughly reviewing the summary plan description that FCC provides. After determining that the document(s) accurately reflect the intent of the Group, Group shall sign and return the Acceptance Page to FCC.

3.3.2 Group understands and agrees that FCC will make its best efforts to ensure that the summary plan description complies with all applicable regulations. However, compliance with applicable laws and regulations is the responsibility of the Group, including time limits for distributing summary plan descriptions and amendments to Beneficiaries.

3.3.3 If the Group's summary plan description is not finalized before FCC begins administering the Plan, FCC is not responsible for any conflicts that may occur if changes are made by the Group. This does not apply to amendments that the Group may make at a later date to the extent those changes become effective after FCC has been notified of the change. FCC is not responsible for any conflicts or liabilities that may occur if group chooses to give Beneficiaries a copy of an interim summary document before the actual summary plan description is finalized.

3.3.4 The following document services are included in the administrative services fee: one initial copy of the FCC standard format summary plan description for each plan administered under this Agreement, initial printing costs of the summary plan description booklet, identification cards and standard FCC Beneficiary handbook or inserts.

3.4 Claims Administration: FCC shall perform claims administration services with respect to claims filed on behalf of or by Beneficiaries on or after the Effective Date, including customer service, claims adjudication and payment, provision of explanations of benefits and payments, periodic summary claims reports, coordination of benefits and any other claim-related functions. No run-in or run-out claims services will be provided by FCC for claims which were incurred prior to the Effective Date. Claims shall be adjudicated and paid according to summary plan description and the terms of this Agreement. FCC shall not incur any liability or other damages to any person on account of any payments or other distributions made by it in reliance on the foregoing or in accordance with the direction of the Group.

3.5 Delegation of Claims Decision-Making: Notwithstanding any provision of this Agreement or the summary plan description, the Group delegates limited fiduciary responsibility to FCC. FCC shall have discretionary authority and decision-making authority with respect to any disputes arising with respect to Plan benefits, including reviews of adverse determinations on claims for benefits. FCC shall administer Beneficiary claims for benefits and reviews of adverse determinations according to the procedure described in the summary plan description and in compliance with the requirements of 29 CFR Part 2560.503. FCC shall not be responsible for handling any disputes related an individual's eligibility to participate in the Plan.

3.6 FCC Guidelines. In providing the services described in this Agreement, FCC may apply its standard practices, policies and procedures used in its insured business as long as such standard practices, policies and procedures do not conflict with the summary plan description or this Agreement.

3.7 Undeliverable/Uncashed Claim Payments. FCC will follow its standard policies and procedures for handling claim payment checks that are either returned to FCC as undeliverable or are not cashed by the payee. FCC shall return to the Group all amount representing any claim payment checks that are determined to be undeliverable or are uncashed after FCC has followed its procedures for handling such checks. The Group shall be responsible for determining whether such returned amounts are subject to escheat, unclaimed property, abandoned property or other similar laws and, if so, that such amounts are properly handled and reported in compliance with such laws.

3.8 Provider Network: FCC shall arrange for a network of health care providers (the "Network"), through a contracting intermediary to provide Covered Services to Beneficiaries. As part of FCC's responsibility, the Network will be maintained to provide adequate access by Beneficiaries to Covered Services. FCC reserves the right to add new Providers to the Network and remove existing Network providers from the Network. FCC shall ensure access to current Network provider directories for Beneficiaries. FCC is not responsible for any actions of any Provider that provides Covered Services to a Beneficiary.

3.9 Prescription Drug Network: For the purposes of providing prescription drug benefits to Beneficiaries, FCC shall establish a subcontractor relationship with a pharmacy benefits manager (PBM). The PBM contract model shall be transparent, with all rebates passed through to the Group. The designated PBM shall maintain an adequate number of pharmacies located in the Beneficiary service area that have entered into written agreements with the PBM. The designated PBM shall be responsible for the determination of prescription drug costs according to a predetermined reimbursement methodology, for maintaining a utilization management program, and for adjudication of prescription drug claims and reviews of adverse determinations. FCC shall oversee claims administrative services related to prescription drug benefits covered under the Plan. The PBM and the participating pharmacies may be changed from time to time and FCC shall notify the Group of such change. Beneficiaries will have access to the PBM’s website for an electronic listing, updated periodically, of participating pharmacies.

3.10 Utilization Management/Other Programs: FCC shall maintain a Utilization Management program for the purposes of monitoring the effective utilization of medical services and supplies provided to Beneficiaries. The Utilization Management Program will be administered consistent with FCC’s internal policies and procedures, the summary plan description and this Agreement. Other services provided to Beneficiaries will include participation in FCC’s chronic care management program and periodic health assessments. Beneficiaries will be eligible to access FCC’s employee assistance program.

3.11 COBRA and HIPAA Administration: FCC shall provide the necessary forms, disclosures and other services required to administer (i) the continuation of coverage provisions of the Plan, and as otherwise required by federal law in compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and (ii) the issuance of certificates of creditable coverage, as required by federal law in compliance with the HIPAA. The Group agrees to take all reasonable steps to assist FCC in obtaining the information necessary to administer COBRA and HIPAA in accordance with administrative procedures by FCC. The Group shall timely provide FCC with notice of qualifying events required to be provided by the employer under COBRA.

3.12 Bond. FCC shall not be required to maintain a fidelity bond in connection with the Plan.

3.13 Subrogation and Reimbursement: FCC will provide Group with services to assist in recovery of funds under the subrogation provision in the summary plan description. Such services include contacting the member to determine the applicability of the subrogation provision, notifying the member of the Plan's subrogation provisions, reserving the Plan's rights under the subrogation provision and requesting reimbursement of funds as appropriate. FCC does not represent or guarantee that it will discover and pursue each subrogation opportunity, or that its attempts will be successful. FCC may decline to pursue claims under $500. Such declination does not affect Group's right to pursue claims under that amount. Any amount collected by FCC shall not reduce the fees payable under this Agreement. FCC shall have authority to accept settlement of less than 100% of the claim under appropriate circumstances without approval of Group, provided the claim is for less than $25,000. All other settlements will require approval by the Group.

3.14 Excess Risk/Stop Loss Insurance: Through arrangements with its primary reinsurance carriers and stop-loss coverage provided directly by FCC, FCC shall administer Group's stop loss program as described in the Schedule of Coverage of applicable Stop Loss Insurance Agreement and Exhibit C to this Agreement. FCC shall assist the Group in meeting all requirements as they relate to prompt notification of the carrier of potential or actual claims, filing claims with the carrier to ensure appropriate reimbursement, and providing for all necessary claims, enrollment and premium reporting and remittance requirements of the primary carrier in accordance with the terms of the agreement between FCC and the primary carrier.

3.15 Performance Guarantees: FCC shall be subject to the Performance Guarantees outlined in Exhibit B. The penalty payments specified in Exhibit B shall be Group's exclusive remedy for FCC's failure to meet performance guarantees.

3.16 Subcontracting: FCC may subcontract this Agreement, or any portion of the Agreement at any time during the term of the Agreement. Upon written request from the Group, FCC shall provide a full written list of any subcontractors engaged by FCC to perform services directly to the Group.

3.17 Dental Plan: The following sections of the Agreement or portions thereof, as applicable, shall not apply to the Dental Plan, and any reference in the Agreement to these sections or the obligations of the Parties described in these sections shall not apply to or include the Dental Plan:

a. Section 3.8 (Provider Network),

b. Section 3.9 (Prescription Drug Network),

c. Section 3.10 (Utilization Management/Other Programs),

d. Section 3.11 (COBRA and HIPAA Administration) but only the portion of this section that requires FCC to issue a certificate of creditable coverage,

e. Section 3.14 (Excess Risk/Stop Loss Insurance), and

f. Section 3.15 (Performance Guarantees).

SECTION 4
ADMINISTRATIVE FEES AND
PLAN BENEFITS PAYMENT

4.1 Fee Payment: On a monthly basis, the Group agrees to pay FCC the fees for administrative services listed in Exhibit A (“Administrative Fees”) in the amount described in Exhibit A. Administrative Fees will be based upon then-current enrollment and shall be subject to reconciliation from month-to-month due to variances in enrollment. Amounts due to FCC from Group in accordance with the provisions of this Agreement shall be paid by the Group upon receipt of an invoice from FCC. Group shall remit payment to FCC within fifteen (15) days of the date of the invoice. The parties agree that the Administrative Fees may be amended from time to time by the mutual written agreement of the parties. If the Group does not timely pay the Administrative Fee and/or Plan Benefits Payment as defined herein, a late payment fee equal to one and one percent (1%) of the amount due will be assessed. Late fees shall begin to accrue on any unpaid amount beginning on the first business day following the 20th day of the month in which the amount is due. The Group further agrees to reimburse FCC, upon request, any fee, tax or charge that FCC pays or is required to pay relating to the Group Health Plan under the Patient Protection and Affordable Care Act, as amended (“PPACA”), including without limitation, the applicable transition reinsurance fee payable pursuant to Section 1341 of PPACA.

4.2 Funding Claims Payments: On a weekly basis, FCC will produce a check run report for medical claims indicating the claims that have been submitted for payment during the applicable time period and showing a total dollar amount of funds needed to pay the claims. FCC will transmit the report to Group by facsimile. Group shall initiate an automated clearing house transfer or wire transfer of the required funds to a bank account designated by FCC on the same business day of receipt of the check run report, if possible, but not later than the morning of the next business day.

For prescription drug claims, the same process will be applicable, except that check run reports are provided on a bi-weekly basis.

FCC has a percentage-of-savings arrangements with claim repricing vendors that provide access to discounted reimbursement for out-of-area services. Group agrees to pay the percentage-of-savings fees and FCC will remit the balance of the savings to Group.

4.3 Notice of Proposed Fee Schedule Changes: FCC will not increase the Administrative Fee prior to the end of the Initial Term of Thirty-Six Months of this Agreement. Prior to the end of the Initial Term of Thirty-Six Months (and subsequent terms thereafter), FCC shall provide at least One-Hundred and Twenty Days (120) days written notice of its intent to increase the Administrative Fee for subsequent terms. Any changes in the Administrative Fees must be mutually agreed upon in a written Amendment to the Agreement. If the Group does not agree to the change in the Administrative Fees or other provision, this Agreement shall terminate at the end of the then current term.

4.4 Failure to Perform: In addition to any remedies provided for in Section 5, if the Group fails to make, on a timely basis, a required payment of Administrative Fees or the Plan claims payments pursuant to the procedures set forth herein, FCC may suspend the performance of its services under this

Agreement until such time as Group makes the proper remittance. The Group shall remain responsible for payment of claims incurred pursuant to services already authorized and incurred during the suspension period and shall be responsible for payments due to providers for services rendered and claims incurred during the suspension period.

4.5 Additional Services: FCC may perform any service not enumerated in this Agreement for an additional reasonable fee. Any such service and corresponding fee may be provided only if agreed to in writing by Group and FCC in advance of such performance.

4.6 Float: FCC is not maintaining a separate account, in trust or otherwise, for handling of funds that may be assets of the Plan. The Group agrees and acknowledges that FCC may retain, as compensation, earnings on funds (“Float”) provided to FCC pursuant to this Agreement. Float result from the short-term investment of funds during the period they are held by FCC. The Float period commences the date that FCC receives the fund and ends on the date that the funds are transferred as a result of a check being presented for payment or the clearing of an electronic payment. During the Float period, FCC invests such funds in commercial paper or other investments that yield interest at money market rates.

4.7 Overpayments: In the event a Benefit Payment is made on behalf of an ineligible person who was retroactively terminated, or if an overpayment was made to a provider, FCC shall make at least two attempts to recover any payment over $100. FCC shall have no further obligation with respect to such overpayments, except pursuant to the Indemnification provision. FCC is authorized to offset the overpayment against unpaid claims for such person.

SECTION 5

TERM AND TERMINATION

5.1 Term: This Agreement shall have an initial term of Thirty-Six (36) months (“Initial Term”). This Agreement shall automatically renew for the period of the next succeeding Twelve (12) consecutive Months, subject to any Administrative Fee increase provided for pursuant to Section 4.3 or other change pursuant to the terms of this Agreement. This Agreement may be terminated during any 12-Month term for the reasons described in this Section 5.

5.2 Nonrenewal: Either party may elect not to renew this Agreement at the end of any 12-month term by giving forty-five (45) days written notice of such non-renewal prior to the end of the term.

5.3 Termination for Cause: Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party if the party to whom such notice is given has materially breached any material provision of this Agreement. Any such notice shall set forth the facts underlying the alleged breach. In the event that such breach is cured to the reasonable satisfaction of the non-breaching party within the notice period, then this Agreement shall continue in effect. If the breach is not cured to the reasonable satisfaction of the non-breaching party by the end of the notice period, the non-breaching party may terminate this Agreement immediately. The cure of a breach pursuant to this section shall not affect any remedy that the non-breaching party may have with respect to such breach. Notwithstanding if the Group fails to pay the Administrative Fees or the Benefits Payment in the time period and manner described in Exhibit A and in Section 4.1, FCC, at its sole discretion, may terminate the Agreement by giving written notice to the Group stating the reason for termination; provided, however, the Group shall have five (5) days to cure any Benefits Payment and Administrative Fees payment deficiency. FCC may suspend the payment of claims during any period when undisputed payment invoices remain unpaid.

5.4 Termination without Cause: Either party may terminate this Agreement without cause after the initial twelve (12) month term by providing the other party with forty-five (45) days prior written notice. Either party may also terminate this Agreement immediately upon the giving of written notice to the other party in the event of the other party's filing of a petition for relief under the federal bankruptcy law or in the event of any liquidation, rehabilitation or other fiscal insolvency of the other party. This Agreement shall also terminate if the Plan is terminated.

Notwithstanding any other provision of this Agreement, in the event of the filing by or against the Group of a petition for relief under the Federal Bankruptcy Code, FCC shall have the right to suspend the payment of claims for Plan benefits unless and until an order is obtained from the bankruptcy court, in form and substance acceptable to FCC, authorizing such payment and the Group has deposited the funds necessary to pay such claims in full.

5.5 FCC's Responsibilities upon Termination: FCC will process claims incurred and received before termination of the Agreement as provided for herein and subject to the other provisions of this Agreement. Following the termination date of the Agreement, FCC shall process claims which are received by FCC for a period of twelve (12) months following the date of termination. Fees for services rendered during the runout period will be based on the then-current Administrative Fees in effect on the termination date. Group will pay the equivalent of three (3) months of fees based on the then current enrollment. The three months of fees will be due within 31 days of the invoice date after the termination date.

Termination of this Agreement for any reason shall not relieve any party of any obligation incurred by it prior to such termination. FCC shall not be obligated to process and/or pay claims it receives after the date of termination even if such claims have been incurred prior to termination of the Agreement unless FCC has otherwise expressly agreed to provide run-out services under the Agreement.

Group agrees that claims will not be assigned to another party for payment during the runout period. FCC will not process or pay claims received after the runout period ends unless mutually agreed to in writing by both parties.

FCC shall provide Group with claims data and any other information reasonably necessary to effect a smooth transition to another third party administrator.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1 Proprietary and Confidential Information: "Proprietary and Confidential Information" means all information of a party not known by, or generally available to, the public at large without restrictions on use and which relates to, or is used in connection with the services provided under this Agreement, or is contained in, the Plan, the summary plan description or any other written materials prepared or provided by a party and shall include all contracts, price lists, provider information, reports, software programs and written materials developed in whole or in part by either party. Each party shall use reasonable efforts to identify specifically all Proprietary and Confidential Information by clearly marking it "confidential" in the case of information in written or other tangible form or clearly stating that the information is confidential where it, is in oral or other intangible form. Specifically excluded from Proprietary and Confidential Information is all protected health information provided to FCC by Group or maintained by FCC on behalf of the Group.

Proprietary and Confidential Information and all copies thereof are the property of the providing party. The parties acknowledges that the other party's Proprietary and Confidential Information constitutes valuable assets and trade secrets. Accordingly, the parties will use at least the same degree of care to protect the Proprietary and Confidential Information as they use to protect their own confidential information.

6.2 Protected Health Information: FCC and the Group shall comply with HIPAA and all regulations established thereunder as regards the privacy and security of protected health information, as defined by HIPAA. In addition, prior to the Effective Date, the Group and FCC must execute a Business Associate Agreement, which will govern FCC's obligations regarding the use and disclosure of protected health information when providing the services described in this Agreement.

6.3 Relationship of Parties: The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. The Plan Administrator delegates to FCC only those powers and responsibilities with respect to development, maintenance and administration of the Plan which are specifically granted in this Agreement.

6.4 Not Insurance: This Agreement shall not be deemed a contract of insurance under any laws or regulations. FCC does not insure, guarantee or underwrite the liability of the Group under the Plan. The Group has responsibility for the payment of all claims under the Plan. FCC has no duty or obligation to use its funds for the claims payments.

6.5 Enforceability: Failure of either party to insist upon compliance with any provision of this Agreement at any given time or under any given set of circumstances shall not waive or modify such provision or in any manner render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not, the same. No waiver of any of the terms or conditions of this Agreement shall be valid or of any force or effect unless it is agreed to in writing.

6.6 Reliance: FCC may rely upon any representation, instruction, direction, or approval made or provided by the Group in any form or manner deemed acceptable to FCC. The Group shall provide FCC a list of persons who authorized to act on behalf of the Group and FCC. FCC shall be fully protected in acting upon any instrument, certificate, representation or paper provided by such persons unless written notice is given to FCC that such person or persons are no longer authorized to act on behalf of the Group. FCC, to the extent possible, shall advise the Group as to the legal matters which come to its attention regarding potential legal actions involving the Group.

6.7 Liability for Benefits: It is understood and agreed that liability for payment of Benefits under the Plan is the liability of the Group and that FCC shall not have any duty to use any of its funds for the payment of such Benefits. FCC will have no obligation to arrange for payment of Benefits under the Plan if the Group has not made the requisite funds available to FCC in accordance with this agreement.
6.8 Indemnification: FCC agrees to indemnify the Group and hold it harmless from and against any and all claims, losses, liabilities, damages and expenses incurred by the Group, including reasonable court costs and attorneys' fees, to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon FCC's intentional, willful, reckless or negligent acts or omissions in the performance of its duties under this Agreement.
The Group shall be responsible for any and all claims, losses liabilities, damages and expenses incurred by FCC, including reasonable court costs and attorneys' fees to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon the Group's intentional, willful, reckless, or negligent acts or omissions in the performance of its duties under this Agreement.
In the event that legal action is brought against FCC and/or the Group by a Beneficiary, the Beneficiary's authorized representative or provider related to a claim for Covered Services, and such action is not the result of either party's intentional, willful, reckless or negligent acts or omissions, then the Group will assume responsibility for the defense of such suit to the extent that the interests of the parties do not conflict and as allowed by the applicable North Carolina law. FCC agrees to fully cooperate with the Group during the preparation stage of the defense as well as testify during any deposition or hearing at no cost to Group.
The indemnification obligations under this Section 6.8 shall survive the termination of this Agreement.
6.9 Audits: Group may annually inspect and audit FCC's business records that directly relate to billings made to Group for claims. Upon thirty (30) days prior written notice from Group, FCC shall provide Group with reports, as mutually agreed upon by the parties, of utilization and claims payment. FCC shall maintain accounting systems necessary to support this request. FCC may inspect and audit, or cause to be inspected and audited, the books and records of Group directly relating to this Agreement, including the existence and number of Beneficiaries. Each party shall fully cooperate with representatives of the auditing party, with independent accountants hired by the auditing party, and with representatives of any regulatory or accreditation agency, to conduct any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following thirty (30) days written notice, without undue interference to the other party's business activity, and in accordance with reasonable audit practices. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice, and such resolution shall be final, binding, and conclusive upon the parties. Upon a final and conclusive determination of a discrepancy revealed by an audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings.

6.10 Governing Law: The rights and obligations of the parties hereto under this Agreement shall be governed by the laws of the State of North Carolina (without giving effect to its conflict of laws provisions), unless preempted by Federal law.

6.11 Dispute Resolution:

6.11.1 The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties

6.11.2 In order for disputes to be resolved promptly and fairly, the parties to this Agreement agree to mediate any disputes in excess of $15,000 following the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions. The costs of mediation shall be shared equally by the parties. In no event shall the County be subject to arbitration proceedings. All claims or disputes shall be brought in the General Court of Justice of Moore County, North Carolina.

6.12 Force Majeure: The parties to this Agreement shall not be liable for any delay or nonperformance of any terms, conditions, covenants or provisions contained herein nor shall any such delay or nonperformance constitute default hereunder, or give rise to any liability for damages, if such delay or nonperformance is caused by storm, flood, fire, explosions, action of the elements or act of God, strike, walkout or other labor relations or industrial disturbance or problems, restrictions, restraints or delays imposed by law, rule, regulation or order of public authority, whether federal, state, or local, and whether civil or military, acts of military authority, interruption of transportation facilities, unavailability or breakdown of equipment, disability of any provider that has entered into a contract to provide covered services to the Plan. and any other cause which is beyond the reasonable control of either party, impedes its performance, and which by the exercise of reasonable diligence, either party is unable to prevent.

6.13 Notices: Any notice required to be given under this Agreement shall be sent by certified mail or overnight or same-day service, with all postage or delivery costs paid in advance, to the following in the case of FCC:

FirstCarolinaCare Insurance Company, Inc.
42 Memorial Drive
Pinehurst, NC 28374
Attn: Craig Humphrey

and in the case of Group:

Moore County
PO Box 905
Carthage, NC 28327
Attn: County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their names and on their behalf as of the day and year set forth above.

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

BY______________________________

F. Craig Humphrey
President & COO

COUNTY OF MOORE

BY______________________________

Francis R. Quis, Chair
Moore County Board of Commissioners

PREAUDIT CERTIFICATE

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

Finance Officer

EXHIBIT A

Monthly Administrative Fees
Medical (includes Prescription Drug) and Dental

	07/01/2021 - 06/30/2022	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024
Medical Administration Fee	$34.00	$34.00	$34.00
Dental Administration Fees	$3.50	$3.50	$3.50
COBRA Administration Fee	included	included	included
FirstHealth EAP Services	included	included	included
Biometric Screenings and Flu Shot Fees	included	included	included
HIPAA Certificates of Coverage	included	included	included
Nurse line/Rosebud Maternity Program	included	included	included
Pharmacy Network Access Fee	included	included	included
Provider Network Access Fee	included	included	included
Subrogation Services	included	included	included
Utilization Management Fee	included	included	included
Total Administrative Fee Per Employee Per Month	$37.50	$37.50	$37.50

EXHIBIT B
Performance Standards and Penalties

The following performance guarantees shall each be evaluated on a monthly basis by the parties for the purpose of taking corrective action. Quarterly, the monthly reports will be aggregated and any audit observations reviewed to determine compliance with performance guarantees. The quarterly performance level is calculated based on the threemonth aggregate. The four quarterly summaries are then aggregated to determine whether goal was attained, or whether there is a penalty/reward due.

CATEGORY

GOAL

PENALTY AT

REWARD AT

PENALTY/
REWARD
OF

30 seconds
4.00%

45 seconds
5.00%

20
seconds
2.00%

CUSTOMER SERVICE 2.00%

Average Answer Speed (8400 Line)
Call Abandonment Rate (8400
Line)

1.00%
1.00%

OPERATIONS 4.00%

Claims Financial Accuracy

98.50%

97.50%

99.50%

1.00%
Claims Clerical Accuracy 97.50% 96.50% 98.50% 1.00%
Claims Turnaround Time for 90% 15 working days 16 working days 14 working days 1.00%
Eligibility Accuracy 98.00% 97.00% 99.00% 1.00%

Penalties and/or rewards are a percentage of the ASO fee.

SCHEDULE OF COVERAGE
Plan Sponsor: Moore County Government
Effective Date: 7/1/2021

X Specific Stop Loss Coverage

Agreement Period: Medical Claims – Incurred Period (07/01/2021 thru 06/30/2022)_Paid Period (07/01/2021 thru 06/30/2022)
Claims basis:
X Incurred and paid during the Agreement Period
Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period
Specific Losses Deductible (each Beneficiary): $80,000
Specific Losses Deductible (Aggregate): $150,000
Excess Risk Limit: Unlimited
Lifetime Maximum (each Beneficiary): Unlimited

X Aggregate Stop Loss Coverage

Agreement Period: Medical Claims (07/01/2021 thru 06/30/2022)

Claims basis:
X Incurred and paid during the Agreement Period
Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period
Aggregate Losses Deductible: $ 7,103,842.64____Attachment Point
Excess Risk Limit: 115% ($7,103,842.64) as of 7/1/2021)
Based on the following:
Aggregate Attachment Point of $832.61 PEPM
Stoploss Premiums: $98.68 PEPM
Excludes any payments made to or on behalf of existing beneficiary to treat Hemolytic-Uremic Syndrome.

Exhibit C

STOP LOSS INSURANCE AGREEMENT

This Stop Loss Insurance Agreement ("Agreement") is entered into effective on the date specified on the Schedule of Coverage, by and between Moore County ("Plan Sponsor"), and FirstCarolinaCare Insurance Company, Inc. (“FCC”), a corporation with its principal place of business in Pinehurst, North Carolina. WHEREAS, Plan Sponsor has established and maintains a self-funded group health plan (the “Plan”) for certain of its employees and their dependents as the Plan Sponsor,

WHEREAS, the Plan Sponsor has entered into an Administrative Services Agreement with FCC to perform services in administering the Plan, and

WHEREAS, the purpose of this Agreement is to limit Plan Sponsor’s claims liability under the Plan, as specified on the Schedule of Coverage, through FCC’s assumption of direct liability and through upstream reinsurance agreements by which FCC has ceded liability for Losses, and

NOW, THEREFORE, in consideration of the mutual agreement and conditions contained herein, the parties agree as follows:

PART I

DEFINITIONS

AGGREGATE LOSSES means the total amount of Losses incurred by the Plan Sponsor on behalf of the entire Plan during the Agreement Period that are not reimbursable under the Specific Losses coverage provision.

AGREEMENT PERIOD is the period of time during which this Agreement is in effect, defined on the Schedule of Coverage attached to and incorporated by reference into this Agreement.

A. ALLOWABLE CHARGES means payments that have been made on behalf of Beneficiaries for Eligible Services. In addition, Allowable Charges shall not include any payments that have been made to or on behalf of Beneficiaries for the treatment of Hemolytic-Uremic Syndrome. It does not include any payments that are made under the self-funded dental plan established by the Plan Sponsor for its eligible employees and their dependents.

B. BENEFICIARIES means individuals eligible for and participating in the Plan.

C. COINSURANCE means the percentage of Losses paid by FCC in excess of the Deductible, as set forth in the Schedule of Coverage.

D. DEDUCTIBLE refers to the per Agreement Period out-of-pocket expenses for Eligible Services and Allowable Charges the Plan Sponsor must pay before coverage under this Agreement begins, as stated on the Schedule of Coverage.
E. ELIGIBLE SERVICES means all of the health services for which benefits are provided to Beneficiaries as described in the Summary Plan Description and for which FCC has agreed to provide stop loss coverage pursuant to the terms of this Agreement. It does not include any dental services which are provided under the Plan Sponsor's self-funded dental plan.
F. EFFECTIVE DATE is defined on the Schedule of Coverage.

EXCESS RISK LIMIT refers to the maximum dollar amount, per Agreement Period, that FCC shall pay under this Agreement, as stated on the Schedule of Coverage.

INSOLVENT or INSOLVENCY means that the Plan has been declared insolvent and is placed under an order of liquidation by a court of competent jurisdiction.

LOSS OR LOSSES means Allowable Charges incurred during the Agreement Period. Losses must be paid by the Plan Sponsor prior to being considered for reimbursement under this Agreement. Losses shall be deemed incurred on the dates on which the Beneficiary received the service or treatment. Date of payment is evidenced by the date of the check issued in payment of such service or treatment and/or date of entry to Plan Sponsor's general ledger. In no event shall the stop loss coverage be more than the actual amount for which the Plan Sponsor is liable.

PLAN DEDUCTIBLE refers to the per Agreement Period out-of-pocket expenses for Eligible Services and Allowable Charges the Plan must pay before coverage under this Agreement begins, as stated on the Schedule of Coverage attached to and incorporated by reference into this Agreement.

PREMIUM means the amount to be remitted by Plan Sponsor to FCC, as set forth on the Schedule of Coverage.

SPECIFIC LOSSES means the total amount of Losses incurred by the Plan Sponsor on behalf of any specific Beneficiary during the Agreement Period.

SUMMARY PLAN DESCRIPTION means the booklet describing the health services and conditions under which health benefits are provided under the Plan to Beneficiaries.

PART II
TERM and TERMINATION OF COVERAGE

A. Term and Termination. This Agreement shall be in effect for the twelve-month period described as the Agreement Period on the Schedule of Coverage. This Agreement will terminate at 12:00 a.m. on the last day of the Agreement Period unless FCC has provided and Plan has accepted a renewal offer for an additional twelve month term.

B. Early Termination.

1. In the event that Premiums due under this Agreement are not paid within forty-five (45) days after the due date, coverage hereunder will terminate at FCC's discretion both as to the fact of termination and date of termination.
2. This Agreement will terminate on the date on which (i) the Plan Sponsor or Plan becomes Insolvent; (ii) the Plan is terminated or otherwise has no Beneficiaries under the Plan.
3. This Agreement shall be terminated as of the date FCC ceases to be the third-party administrator for the Plan.
4. This Agreement will be terminated on the date that Plan Sponsor fails to fund the benefits provided under the Plan.
5. This Agreement may be terminated by FCC as of the date of termination of any upstream reinsurance agreement by which FCC has ceded its liability for Losses.

In the event of early termination, FCC's liability under this Agreement will be limited to liability accruing prior to the termination date; provided, however, that FCC in its sole discretion may terminate this Agreement retroactively to the Effective Date in lieu of pro-rated liability.

C. Termination for Cause. FCC may terminate this Agreement retroactively to the Effective Date if any of the following occurs:

1. The Plan Sponsor provided any false or misleading information that materially affected FCC's decision to enter into this Agreement.
2. The Plan Sponsor or its third-party administrator withholds information regarding Losses, Eligible Services or Allowable Charges.

D. Reinstatement. If this Agreement terminates for any reason, it may be reinstated at FCC's option. It can be reinstated only in writing by one of FCC's officers and subject to any written conditions of reinstatement imposed by FCC.

E. Effect of Termination. FCC will continue to process claims, if any, for which payment is due under this Agreement after termination; provided, however, FCC shall require periodic reporting of large claims and potentially catastrophic Losses, as defined by FCC and on a form provided or approved by FCC, as modified by FCC from time to time.

PART III
PREMIUMS

A. Premium Payment. Premiums as calculated as described on the Schedule of Coverage are due and payable monthly and in advance by the first day of the month in which the Premium is due. The initial premium is due on the Effective Date.

B. Premium Changes. FCC reserves the right to change any premium rate on any of the following:

1. Any anniversary of the Effective Date;
2. When the terms of the benefits under the Plan are materially changed and FCC has accepted

such change for stop loss coverage; and

3. The date FCC learns that the terms of the Plan actually in effect are materially different from the terms upon which FCC's issuance of coverage was based, at FCC's sole discretion and subject to its right to terminate the Agreement as set forth in Part II.C. above.

C. Grace Period. Plan Sponsor will be allowed a thirty-one (31) day grace period for the payment of Premiums, excluding the initial Premium. Plan Sponsor will be liable to FCC for all premiums remaining unpaid on the date of termination of coverage, including Premium for the days of the grace period during which this Agreement remained in force.

PART IV
COVERAGE PROVISIONS

A. Aggregate Stop Loss Coverage. FCC will pay Plan Sponsor the amount by which the Aggregate Losses paid exceed the Aggregate Losses Deductible amount set forth on the Schedule of Coverage, not to exceed either the individual Lifetime Maximum or the Excess Risk Limit and subject to any additional limitations set forth herein.

B. Specific Stop Loss Coverage. FCC will pay Plan Sponsor the amount by which the Specific Losses exceed the Specific Losses Deductible amount set forth on the Schedule of Coverage, not to exceed either the individual Lifetime Maximum or the Excess Risk Limit and subject to any additional limitations set forth herein.

PART V
REIMBURSEMENT PROCEDURES

A. Claims. Claims for Losses shall be paid in accordance with the terms of the Plan no later than 30 days after receipt of adequate proof of claim. If a claim is not paid within that time limit due to an act or omission of Plan Sponsor, FCC may determine that is not eligible for reimbursement hereunder, unless the Plan Sponsor provides evidence that it was not possible, under the circumstances, to play the claim within 30 days.

B. Proof of Loss. The Plan Sponsor shall submit a written claim form, as provided by FCC, within forty-five (45) days after the date of Loss. If the Plan Sponsor does not submit a claim form within such time limit, FCC reserves the right to deny reimbursement of the Loss.

C. Reports. FCC shall require periodic reporting of large claims and potentially catastrophic Losses, as defined by FCC and on a form provided or approved by FCC.

PART VI
EXCLUSIONS

The following are not covered under this Agreement:

A. Losses, (or other expenses, charges or costs) incurred after the date this Agreement terminates due to the Plan's Insolvency.

B. Expenses for services which are not Eligible Services.

C. Services for which the Beneficiary has no legal obligation to pay.

D. Services for which the Plan Sponsor has no legal obligation to pay.

E. Any expenses paid on behalf of a person not eligible for enrollment in the Plan.

F. Any expense for which there is any other insurance, reinsurance or other plan established pursuant to federal, state or local law, or any other indemnity against loss which would but for the existence of this Agreement, indemnify the Beneficiary or Plan.

G. Loss shall not include ex gratia payments, interest, withholds, or capitation payments paid by the Plan Sponsor.

H. Any cost of claim payment, investigation, litigation, extra-contractual damages or liability incurred by the Plan or Plan Sponsor.

I. Expenses due to sickness or injury caused by war.

J. Expenses incurred while the plan is not in force for a person.

K. Expenses which are in excess of the usual or customary charge for a service in the locality where performed.

L. Expenses which are in excess of the Plan benefits.

M. Expenses resulting from the Plan Sponsor's failure to comply with any legal statute or regulation

N. Liability assumed by the Plan Sponsor under any contract or service agreement other than the Plan agreed to by FCC.

PART VII

DISPUTE RESOLUTION PROCEDURE

A. Direct Negotiation. The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute (“Notice of Dispute”), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable commercial efforts to resolve the dispute as soon as practicable.

B. Mediation. In order for disputes to be resolved promptly and fairly, the parties to this Agreement agree to mediate any disputes following the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions. The costs of mediation shall be shared equally by the parties. In no event shall the County be subject to arbitration proceedings. All claims or disputes shall be brought in the General Court of Justice of Moore County, North Carolina.

PART VIII

GENERAL PROVISIONS

A. Form or Content of Agreement. No agent of FCC may change this Agreement or waive any of its contents other than by endorsement signed by both FCC and Plan Sponsor.

B. Non-Accumulation. Coverage under this Agreement is not accumulative from one Agreement Period to another.

C. Entire Agreement. This Agreement, including the application, Schedule of Coverage, applicable riders or endorsements and any forms attached hereto as exhibits, constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

D. Legal Actions. No action at law or equity shall be brought to recover on this Agreement prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Agreement. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

E. No Third Party Beneficiary. This Agreement is solely for the benefit of the Plan parties to this Agreement. It is intended that there be no third party beneficiary. This Agreement shall not create any right or legal relation between FCC and any Beneficiary.

F. Benefits Not Transferable. This right to benefits under this Agreement cannot be transferred, assigned or delegated, in part or in whole, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Plan Sponsor and FCC and their respective successors and heirs, provided that this Agreement (or any part of it) may not be assigned by either party without the prior written consent of the other.

G. Assignments are not permitted unless both parties agree explicitly in writing., delegation or transfer. Prior to any assignment, delegation, or transfer of this Agreement, FCC will give sixty (60) days prior written notice to the North Carolina Commissioner of Insurance by registered or certified mail.

H. Audit, Access to Records, and Overpayments. Plan Sponsor's books and records, relating to reinsurance under this Agreement, to the extent permitted by law, shall be made available to FCC and its authorized representatives for inspection and audit during normal business hours, on a date and time mutually agreed to by the parties. Plan Sponsor's books and records shall be maintained and preserved, by the Plan Sponsor, and made available to the FCC in hard copy, during the time this Agreement is in effect and for a period of three (3) years thereafter for each applicable record. FCC’s books and records, relating to reinsurance under this Agreement, to the extent permitted by law, shall be made available to the North Carolina Commissioner of Insurance for audit and review. If FCC makes a payment for a Loss and it is later determined that a lesser amount should have been paid, FCC shall be entitled to a prompt refund of the excess paid. In no event shall the reinsurance coverage be more than the actual amount for which FCC is liable on any Loss

I. Severability. If any provision of this Agreement, or its application to any party or circumstance, shall be adjudged by a court or other authority to be invalid or unenforceable, the parties agree that such judgment shall in no way affect the validity and enforceability of other provisions of this Agreement that reasonably can be given effect apart from that which is invalidated.

J. Offset. FCC shall have the right to offset any balance or amounts due from the Plan Sponsor under the terms of this Agreement. However, in the event of Insolvency of any party hereto, offset shall only be allowed in accordance with applicable law.

K. Overpayments and Third Party Liability. The defense of any legal action instituted on a claim for benefits under the Plan to which this Agreement applies shall be the obligation of the Plan Sponsor. FCC, at its own election and expense, shall have the right to participate with the Plan Sponsor in the defense or appeal of any action, suit or proceeding in which FCC, in its sole discretion, determines that it may become involved.

The Plan Sponsor agrees to inform FCC of any legal action instituted on a claim for benefits under the Plan which does or which may involve liability of FCC under this Agreement. Such notification shall be in the form of a written memorandum and shall be accompanied by copies of any summons, subpoenas, pleadings, motions, and/or orders concerning the legal action.

The Plan Sponsor undertakes to prosecute any and all valid claims that the Plan Sponsor may have against third parties including without limitation, amounts identified through claims audit, coordination of benefits, non-duplication of benefits, workers' compensation, and subrogation arising out of any occurrence resulting in a Loss payment by the Plan Sponsor and to account for any amounts recovered.

Any coordination of benefits refunds or third party liability amounts received or recovered by the Plan Sponsor on behalf of the Plan shall be used to pay court costs and attorney fees (if any) and, if such amounts are attributable to claim payments included in the Plan's experience for any Agreement Period during which the attachment point(s) were exceeded, to reimburse FCC for any amount that FCC may have paid or become liable to pay the Plan Sponsor under this Agreement during the then-current Agreement Period year. Thereafter, all remaining amounts shall be credited to the Plan.

L. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto by their respective duly authorized officers have executed this Agreement in duplicate as of the dates below:

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

By:

F. Craig Humphrey
President & COO

Date:

[PLAN SPONSOR]

By:

Francis R. Quis, Chair
Moore County Board of Commissioners

Date:

PREAUDIT CERTIFICATE

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

Finance Officer

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“Agreement”),
effective as of the date of the last signature below, (“Effective Date”) is
entered into by and among Moore County of MooreGovernment
(referred to herein as “Covered Entity”) and FirstCarolinaCare Insurance Company, (“Business Associate”), hereafter referred to collectively as the
“Parties.”

WHEREAS, Business Associate has entered into, and may in the
future enter into, an Administrative Services Agreement (the “Underlying
Agreement(s)”) with Covered Entity that require Business Associate to perform certain services for or on behalf of Covered Entity, that require
the creation, receipt, maintenance of or transmission and use and/or
disclosure of Protected Health Information (“PHI”).

WHEREAS, the Parties desire to supplement the Underlying Agreement so as to allocate responsibility for the Use and Disclosure of
PHI to comply with applicable requirements of the Health Insurance
Portability and Accountability Act of 1996, as amended (“HIPAA”), and the regulations promulgated thereunder by the United States Department
of Health and Human Services (“HHS”) codified at 45 C.F.R Parts 160-
164, (commonly known as the “HIPAA Privacy and Security Rules”) as amended by the Privacy and Security provisions of the Health
Information Technology for Economic and Clinical Health Act, Public
law 111-5 (“HITECH”) and under the American Recovery and reinvestment Act of 2009 (“ARRA”), and any implementing regulations
currently in effect or as amended, (collectively referred to herein as the
“Applicable Laws”);

WHEREAS, Business Associate acknowledges that it is required by law, pursuant to HITECH, to comply with the Applicable Laws and
specifically 45 C.F.R. §§ 162.502, 162.504, and 164.302 through 164.318;
and

WHEREAS, the Parties hereto desire to enter into this Agreement
to memorialize their obligations with respect to PHI whether in verbal, paper or electronic format (“ePHI”), pursuant to the Applicable Laws;
and for purposes of this Agreement, PHI is inclusive of Personally
Identifiable Information (“PII”).

NOW, THEREFORE, in consideration of the mutual promises and
agreements set forth below and in order to comply with all legal
requirements, the Parties agree as follows:

ARTICLE 1: INTERPRETATION

1.1 Effect. This Agreement supplements, modifies and amends any Underlying Agreement and all written agreements made by or
between the Parties regarding the disclosure of PHI by Covered Entity
to Business Associate, or the creation, maintenance, receipt or transmission of PHI by Business Associate on behalf of Covered Entity.
The terms and provisions of this Agreement shall supersede any other
conflicting or inconsistent terms and provisions in the Underlying
Agreement between the Parties, including all exhibits or other
attachments thereto and all documents incorporated therein by reference.

1.2 Interpretation. Any ambiguity in this Agreement shall be
construed in favor of a meaning that permits both Parties to comply with Applicable Laws.

1.3 Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow Covered Entity
and Business Associate to comply with Applicable Laws as promulgated,
or as may be amended by the Secretary of HHS ("Secretary").

1.4 Definitions. Any capitalized terms not otherwise defined
herein shall be defined in accordance with the Applicable Laws.

ARTICLE 2: BUSINESS ASSOCIATE OBLIGATIONS

2.1 Use and Disclosure of PHI. Business Associate may use, possess, or disclose PHI only as required to satisfy its obligations under
the Underlying Agreement, as permitted herein and consistent with
Covered Entity's minimum necessary policies and procedures, or as required or allowed by law, and shall not otherwise access, use or disclose
any PHI for its own purposes. Notwithstanding the foregoing, Business
Associate may use PHI: (i) for Business Associate's proper management and administrative services; (ii) to carry out the legal responsibilities of
Business Associate provided that such uses are permitted under state and
federal confidentiality laws; (iii) to provide data aggregation services
relating to the health care operations of Covered Entity if required under
the Underlying Agreement; or (iv) to report violations of the law to law enforcement, subject to 45 C.F.R. 164.512(f) provided that under (i)
through (ii), Business Associate shall represent to Covered Entity, in
writing, that (i) the Disclosures are required by lawor (ii) Business Associate has received from the third party written assurances regarding
the confidential handling of such PHI as required under 45 C.F.R. §
164.504(e)(4). Furthermore, Business Associate agrees not to access, use or disclose PHI in any manner inconsistent with the Covered Entity's
Notice of Privacy Practices.

2.2 Safeguards against Misuse of Information. Business
Associate shall use reasonable and appropriate safeguards to prevent the

use or Disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Further, Business Associate shall establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and in accordance with the requirements of Applicable Laws.

2.3 Reporting of Unauthorized Access, Use or Disclosures of PHI. Business Associate shall report any access, use or disclosure of PHI in violation of this Agreement, including a Breach of Unsecured PHI, to Covered Entity without unreasonable delay and in no case later than five (5) calendar days from the date of discovery of the breach or the date of when discovery should have been made. In the event of a breach, Business Associate shall provide Covered Entity a written report including patient name, contact information, nature/cause of the breach, PHI breached, and the date or period of time during which the breach occurred and when the breach was first discovered.

Business Associate is under an affirmative duty to mitigate any harmful effect of a use or disclosure of PHI in violation of this Agreement.
Business Associate shall take appropriate action against any member of its workforce who uses or discloses PHI in violation of this Agreement and Applicable Laws. Furthermore, Business Associate agrees to inform Covered Entity of any potential breach for which it may not be responsible, but of which it becomes aware while performing services pursuant to the Underlying Agreement.

Business Associate is responsible for any and all costs associated with the notification of individuals, personal representatives or next of kin of any Security Incident or Breach made by Business Associate, including but not limited to Covered Entity's expenses related to Business Associate's Breach. Business Associate is also responsible for any and all costs associated with mitigating harm to an Individual and protecting against future Breaches or potential harm to an Individual as reasonably determined by the Parties.

2.4 Agreements by a Third Party. In the event the Business Associate discloses PHI to its agents or Subcontractors as a part of the services provided in the Underlying Agreement, the Business Associate shall obtain and maintain a written Business Associate Agreement pursuant to 45. C.F.R. section 164.314(a) with each agent or Subcontractor that Business Associate has or will delegate a function, activity, or service to, on behalf of Covered Entity, pursuant to which agreement such agent or Subcontractor agrees to be bound by the same terms and conditions that apply to Business Associate pursuant to this Agreement with respect to any PHI created, received, maintained, or transmitted on behalf of Covered Entity.

2.5 Access to Information. If Business Associate maintains PHI in a Designated Record Set, Business Associate shall, promptly upon request, make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, in accordance with 45 C.F.R. section 164.504(e)(2)(ii)(E). In the event any individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity's privacy official within two (2) business days. Covered Entity, not Business Associate, shall determine whether to grant or deny any access to PHI requested by an individual.

2.6 Availability of PHI for Amendment. If Business Associate maintains PHI in a Designated Record Set, then Business Associate shall, promptly upon request, provide such information to the Covered Entity necessary for amendment of an Individual's PHI and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526. In the event any Individual requests an amendment of PHI directly from Business Associate, Business Associate shall notify Covered Entity's privacy official within two (2) business days. Covered Entity, not Business Associate, shall determine whether to grant or deny any amendment to PHI requested by an Individual.

2.7 Accounting of Disclosures. Business Associate agrees to document Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure.
Business Associate shall make such record available to Covered Entity within ten (10) calendar days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request, as required by 45 C.F.R. §§164.528 and 164.530, respectively.
Notwithstanding the foregoing, any request for an accounting of disclosures made to Business Associate regarding PHI disclosures made by Business Associate on behalf of Covered Entity should be referred to

Covered Entity.
Business Associate shall not be required to maintain a record of
disclosures of PHI made:
A. for the purpose of Treatment, Payment, or Health Care
Operations;
B. to an individual who is the subject of the PHI; and C. pursuant to an Authorization which is valid under HIPAA.

2.8 Availability of Books and Records. Business Associate hereby agrees to document its internal policies and procedures, as
required by the Applicable Laws relating to the physical, technical, and
administrative safeguards, books and records relating to the use and disclosure of PHI received from, or created, received, maintained, or
transmitted by Business Associate on behalf of Covered Entity available
to (i) the Covered Entity for purposes of enabling Covered Entity to determine Business Associates's compliance with the terms of this
Agreement and (ii) the Secretary for purposes of determining Covered
Entity's compliance with the Applicable Laws.

2.9 Reporting of Security Incidents. Business Associate shall
report to Covered Entity without unreasonable delay and in no case later
than five (5) calendar days any Security Incident, as defined in 45 C.F.R.
§164.304, of which it becomes aware or should have been aware.
Covered Entity acknowledges and shall be deemed to have received
notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services
maintained by Business Associate; and (ii) immaterial incidents such as
"pinging" or "denial of services" attacks.

2.10 Security Risk Assessment. Business Associate shall allow
Covered Entity to conduct a security risk assessment or upon request provide a copy of an existing security risk assessment (including but not
limited to SOC2 or HITRUST) if any undertaken by Business Associate
to identify threats to the confidentiality, integrity and availability of PHI
maintained by Business Associate, and to disclose any remedial actions
taken, or policies and procedures implemented, by Business Associate as
a result of its security risk assessment.

2.11 No Offshore Work. In performing the functions, activities, or services for, or on behalf of, Covered Entity, Business Associate shall
not, and shall not permit any of its Subcontractors, to receive, process,
handle, store, access, transmit, or make available any PHI to any entity or individual outside the United States without the prior written consent of
Covered Entity. Upon notice from Business Associate of offshore work
or subcontractors, appropriate compliance documentation is required to be completed.

ARTICLE 3: COVERED ENTITY OBLIGATIONS

3.1 Covered Entity agrees, and represents and warrants to Business Associate that it will (a) obtain any consent, authorization or
permission (if any) that may be required by the Applicable Law or any
other applicable federal, state, or local laws and regulations prior to furnishing to Business Associate the PHI pertaining to an individual; and
(b) it will notify Business Associate of any PHI that is subject to any
arrangements that may restrict or otherwise affect Business Associate's use and/or disclosure of the PHI under this Agreement, including, but
not limited to, any restrictions Covered Entity may agree to pursuant to
45 C.F.R. section 164.522, if such restriction affects Business Associate's permitted or required uses and Disclosures.

3.2 Covered Entity shall not request Business Associate to access,
use or disclose PHI in any manner that would not be permissible under
the Applicable Laws if done directly by Covered Entity.

3.3 Covered Entity represents that, to the extent Covered Entity
provides PHI to Business Associate, such PHI is the minimum necessary PHI for the accomplishment of Business Associate's purpose. Business
Associate similarly represents that Business Associate will not request
more PHI than is necessary to accomplish Business Associate's legitimate business purpose.

3.4 Upon request, Covered Entity agrees to provide Business
Associate with a copy of the Notice of Privacy Practices in accordance
with 45 C.F.R. §164.520.

ARTICLE 4: TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective
Date and, shall remain in effect throughout the term of the Underlying
Agreement or through the date Covered Entity terminates the Agreement as authorized herein, whichever is sooner.

4.2 Termination Upon Breach. Notwithstanding any other provision of the Underlying Agreement, this Agreement and the
Underlying Agreement may be terminated by Covered Entity upon thirty
(30) days written notice to Business Associate in the event that Business
Associate breaches any material provision contained in this Agreement
and such breach is not cured within the thirty (30) day period. The
Business Associate's failure to cure shall be grounds for immediate

termination of this Agreement and the Underlying Agreement. Covered Entity agrees that any and all notices provided pursuant to this paragraph 4.2 shall contain a detailed description of the material breach allegedly committed by Business Associate, which sets forth all the specific facts necessary for Business Associate to evaluate and cure such alleged breach.
Covered Entity's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

4.3 Effect of Termination. Upon termination of this Agreement, Business Associate shall either return, or with advance approval of Covered Entity, destroy all PHI received from Covered Entity or created, maintained, or transmitted by Business Associate on behalf of Covered Entity and which Business Associate still maintains in any form. In the event of destruction, Business Associate shall certify in writing such destruction of PHI. If requested by the Covered Entity, the Business Associate will transmit the PHI to another Business Associate of the Covered Entity at termination, and will provide written assurance that PHI created, received, or maintained by Subcontractors is securely destroyed, or will continue to be protected by the required safeguards until destruction. Notwithstanding the foregoing, the Parties acknowledge that it may not be feasible to return or destroy PHI maintained in Business Associate's applications. Accordingly, the terms and provisions of this Agreement shall survive termination and the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to retained PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains it.

ARTICLE 5: INDEMNIFICATION AND INSURANCE

5.1 In addition to the Business Associate's obligations to reasonably mitigate potential losses under Sections 2.3 and 2.9, the Parties agree to indemnify, defend, and hold harmless each other, and each other's respective officers, directors, employees, agents, successors, and assigns (each of the foregoing hereinafter referred to as "Indemnified Party"), from and against any and all actual and direct losses, claims, actions, demands, liabilities, damages, costs, and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") suffered by the Indemnified Party and all liability to third parties including civil monetary penalties, arising from or related to any act, or failure to act, of the other party resulting in: (i) the access, use or disclosure of PHI in violation of the terms of this Agreement or Applicable Laws, and (ii) whether in oral, paper, or electronic media, any Breach of Unsecured PHI and/or a breach of personal information under state law.

Notwithstanding the above, nothing in this Agreement shall require the other party to indemnify an Indemnified Party for an Information
Disclosure Claim to the extent such Information Disclosure Claim arises
from any act, or failure to act, of the Indemnified Party.
5.2 Exclusion from Limitation of Liability. To the extent that
Business Associate has limited its liability under the terms of the
Underlying Agreement or any other agreement, whether with a maximum
recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall
exclude any damages to Covered Entity arising from Business Associate's
breach of its obligations under this Agreement, the Applicable Laws, or relating to its use, disclosure, or safeguarding of PHI.

5.3 Insurance. Business Associate represents and warrants that
for so long as it maintains any PHI, it shall maintain commercially
reasonable and sufficient insurance to adequately underwrite the potential
risks associated with the services provided under the Underlying Agreement, including, but not limited to regulatory or administrative
investigations or fines and appropriate cybersecurity coverage for privacy
and security risks. This includes Business Associate's maintenance of cyber liability insurance with minimum limits of $3,000,000 per
occurrence. Upon request, Business Associate shall promptly provide
evidence of continuous coverage to Covered Entity.
5.4 Force Majeure. The obligation of the Business Associate
arising under this Agreement are absolute and apply notwithstanding the
occurrence of an act of god, third party acts, or any force majeure or
similar clause in the underlying agreement.

ARTICLE 6: MISCELLANEOUS

6.1 Survival. The rights, duties, and obligations of the Parties and
the terms and provisions of this Agreement that, by their nature, are
intended to survive termination, cancellation, completion, or expiration of the Agreement (collectively, "Surviving Provisions") shall survive and
continue as valid and enforceable rights, duties, and obligations for as
long as the Business Associate and/or the Business Associate's subcontractor(s) maintain PHI or other patient-related information
relative to the Covered Entity.

6.2 Assignment. Neither this Agreement, nor the rights or
obligations created by this Agreement, may be assigned or delegated, in whole or in part, whether voluntarily, by operation of law or otherwise,
without the prior written consent of the other Party; provided, that,
Covered Entity, may assign the Agreement to an affiliate or to a successor of all or substantially all of the assets of such Party through merger,
reorganization, consolidation or acquisition..

6.3 Governing Laws. This Agreement will be governed and construed by the Laws of the State of IllinoisNorth Carolina (without giving effect to its conflict of laws provisions), unless preempted by Federal law..

6.4 Counterparts. This Agreement may be executed in one or more counterparts, with the same force and effect as if executed in one complete instrument. For purposes of this Agreement, facsimile and electronic copies of signatures shall be treated as original signatures.

6.5 Notices. Any notices required to be given under this Agreement shall be given in writing and shall be delivered in person, by certified mail with postage prepaid and return receipt requested, or by commercial overnight courier that guarantees next-day delivery and provides a receipt, and such notices shall be addressed as follows:

To Business Associate:
FirstCarolinaCare Insurance
Company
42 Memorial Drive
Pinehurst, NC 28374
Attn: Craig Humphrey

To Covered Entity:
Moore County Government
1 Courthouse Square
Carthage, NC 28327

[Signature Page to Follow]

Formatted: Font: Garamond, 9 pt

INTENDING TO BE LEGALLY BOUND, the Parties hereto have caused this Agreement to be executed by their duly authorized
representative.

MOORE COUNTY GOVERNMENT FIRSTCAROLINACARE INSURANCE COMPANY

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Agenda Item: Meeting Date: April 6, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Major Andy Conway DATE: March 23, 2021 SUBJECT: Resolution Adopting A Policy for Mutual Assistance

REQUEST: We are requesting that the Board of Commissioners approve an updated resolution allowing for Sheriff Ronnie Fields to adopt a policy for mutual assistance.

BACKGROUND: In December of 2018, when Ronnie Fields was sworn into the Office of the Sheriff of Moore County,

we reviewed and updated all MOU's regarding mutual assistance with our partnering agencies.

However, the resolution approved by the Board of Commissioner's in 2013 had not been updated since the Sheriff had taken office. The proposed updated resolution is almost identical to the prior resolution with the exception of the Sheriff's name and referring to officer's and deputies appropriately. Therefore, we have updated the prior resolution to a correct version.

FINANCIAL IMPACT: The resolution will create no financial impact to Moore County.

IMPLEMENTATION PLAN: If approved, the resolution adopting a policy for mutual assistance will be updated to reflect Ronnie Fields as Sheriff of Moore County.

RECOMMENDATION SUMMARY: The Sheriff asks the Board of Commissioners to make a motion to approve this updated resolution adopting a policy for mutual assistance. ATTACHMENTS: 1. Copy of the proposed corrected mutual assistance resolution.

RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes 160A-288, the governing body of a county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending deputies/officers to work temporarily with requesting law enforcement agencies, including in an undercover capacity, and lending equipment and supplies; and
WHEREAS, it is deemed to be in the best interests of the citizens of Moore County to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Moore County.
NOW, THEREFORE, BE IT RESOLVED BY THE MOORE COUNTY BOARD OF COMMISSIONERS THAT: 1. Sheriff Ronnie Fields is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such request in writing. 2. Sheriff Fields is hereby authorized to permit deputies of the Moore County Sheriff's Office to work temporarily with deputies/officers of the requesting agency, including in an undercover capacity, and the Sheriff may lend such equipment and supplies to requesting agencies as he deems advisable. 3. All such requests and authorizations shall be in accordance with North Carolina General Statues 160A-288, as applicable. 4. While working with a requesting agency, a deputy/officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.

5. While on duty with the requesting agency, a deputy/officer shall be subject to the lawful operational commands of the superior deputies/officers in the requesting agency, but the deputy/officer shall for personnel and administrative purposes, remain under the control of the deputies/officer's own agency, including for purposes of pay. A deputy/officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

6. Sheriff Fields is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted this 6th day of April 2021.

_______________________________ Frank Quis, Chairman Moore County Board of Commissioners

_________________________ Laura M. Williams Clerk to the Board

Agenda Item: Meeting Date: 02/16/2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Solid Waste

DATE: 2/2/2021 SUBJECT: Service Contract with Southern Environmental Solutions of the Carolinas, LLC PRESENTER: David Lambert, Solid Waste Director

REQUEST: Approve Contract with Southern Environmental Solutions of the Carolinas, LLC to recycle electronics at a total contract amount to $110,000 per year.

BACKGROUND: Moore County contracts with Southern Environmental Solutions of the Carolinas, LLC to process recycling material for our electronic waste. North Carolina General Statute 130A-309.130 through 130A-309.143 establishes an electronic recycling program throughout the state which details responsibilities of local governments. The goal is to foster a statewide recycling infrastructure for these material. In January 2021 the Solid Waste Department requested proposals for this service. We recommend Southern Environmental Solutions of the Carolinas (SESC) as the lowest, responsive, responsible bidder. The bid was posted publicly and sent directly to twenty-seven companies. We received a total of three responses, but SESC was the only responsive bidder. We have used SESC since 2014 and their 2021 prices are essentially the same as was contracted in 2020. They have been a great company to work with and the Department is satisfied with their performance.

This contract would be for a total of three years beginning on 7/1/2021 and ending on June 30, 2024.

We have had to steadily amend previous contracts based on increased volume at our sites. The Department believes that this would be a good estimate of need based on historical data. We request that Moore County award Southern Environmental Solutions of the Carolinas, LLC a contract to recycle electronics in the amount of $110,000 annually. This budget amendment would keep us more in line with recent fiscal years and would allow us to continue to process the volume of material we receive. IMPLEMENTATION PLAN: Continue current electronic waste operation plan.

FINANCIAL IMPACT STATEMENT: Funding for recycling is to be included in the Contract Services line item in the FY 2021-22 Budget. Moore County is expected to receive approximately
$5,400.00 from the state to cover the e-waste recycling program.

RECOMMENDATION SUMMARY: Make a motion to approve an electronic recycling contract with Southern Environmental Solutions of
the Carolinas, LLC for an annual not to exceed amount of $110,000 and authorize the Chairman to
sign all necessary documents. SUPPORTING ATTACHMENTS: Contract

FN 21-0076

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE This Contract is entered into the 16th day of March, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Southern Environmental Solutions of the Carolinas, LLC (the "Contractor"). 1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services and ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from July 1, 2021 through June 30, 2024. This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable. 3. PAYMENT TO CONTRACTOR During the term of this Contract, the Contractor will receive from the County an amount not to exceed $110.000.00 per County fiscal year (July 1 – June 30) for fiscal years 2021-2022, 2022-2023, and 2023 – 2024. The combined three-year total for the contract is $330,000.00 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

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

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. 5. INSURANCE The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury $1,000,000.00 per occurrence Property Damage $100,000.00 per occurrence Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County.

The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract. 7. HEALTH AND SAFETY The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. 8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. 9. IRAN DIVESTMENT ACT   The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT
This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void 11. NON-DISCRIMINATION IN EMPLOYMENT
The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County. 12. GOVERNING LAW
The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this
Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina. 13. TERMINATION OF AGREEMENT This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law. Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.
14. SUCCESSORS AND ASSIGNS The Contractor will not assign its interest in this Contract without the written consent of the County.
The Contractor has no authority to enter into contracts on behalf of the County. 15. COMPLIANCE WITH LAWS
The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment. 16. NOTICES
All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY SOLID WASTE ATTN: DAVID LAMBERT, DIRECTOR
P.O. BOX 905 CARTHAGE, NC 28327 CONTRACTOR: SOUTHERN ENVIRONMENTAL SOLUTIONS OF THE CAROLINAS, LLC ATTN: LEGAL 15720 BRIXHAM HILL AVE., SUITE 300 CHARLOTTE, NC 28277 17. AUDIT RIGHTS For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them. 18. COUNTY NOT RESPONSIBLE FOR EXPENSES
The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing. 19. EQUIPMENT The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing. 20. PRIORITY OF DOCUMENTS In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority. 21. SEVERABILITY If any provision of this Contract shall be determined to be unenforceable by a court of competent
jurisdiction, such determination will not affect any other provision of this Contract. 22. NON-WAIVER
The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law
or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself. 23. ENTIRE AGREEMENT This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and
supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties. 25. DRAFTED BY BOTH PARTIES This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary. 26. HEADINGS Subject headings are for convenience only and will not affect the construction or interpretation of any provision. The parties have expressed their agreement to these terms by causing this Contract to be executed by

their duly authorized officers or agents. This Contract is effective as of the date first written above. COUNTY OF MOORE SOUTHERN ENVIRONMENTAL SOLUTIONS OF THE CAROLINAS, LLC

_______________________________ ___________________________________ Francis R. Quis, Jr., Chairman

Bryan Kershner

Board of Commissioners Vice President of Operations ATTEST

________________________________ Laura M. Williams Clerk to the Board PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. \s3\

Finance Officer

SCOPE OF SERVICES

Contractor shall provide all necessary supervision, labor, materials, and equipment required for the receiving, loading, transporting, processing, and marketing of electronic material including, but not limited to computer equipment (CPU's, printers, monitors, keyboards, cords, speakers, scanners, parts, dump terminals and other peripherals), office equipment (fax machines and copiers), and televisions (portable, large screen and console units) collected from all designated locations as set forth below: 1. General Information: a. The County operates a year-round recycling program at each of our convenience sites in Moore County. The addresses of these sites are: i. 276 Cranes Creek Road, Cameron ii. 5361 US Hwy 15-501, Carthage iii. 364 Eagle Springs Road, Eagle Springs iv. 10496 Hwy 24-27 West, Carthage

v. 605 Love Grove Church Road, West End vi. 456 Turning Leaf Way, Aberdeen vii. 1465 Leaman Road, Robbins

2. Scope of Work

a. County provides 40/30-foot roll-off containers at each of the convenience sites (except West End and Robbins locations). The sites are open from 7AM to 7PM Monday through Saturday (subject to change upon facility staffing reviews in 2021). b. County will provide public education and promotion of the program through such means as the county website, landfill flyers, news releases, at civic events and other public and private partnerships. c. Contractor shall recycle electronic equipment from County residents including but not limited to: computer equipment (CPU's, printers, monitors, keyboards, cords, speakers, scanners, parts, dump terminals, and other peripherals), office equipment (fax machines and copiers), and televisions (portable, large screen, and console units). d. Contractor shall collect the items from the landfill facility within 7 days of being notified that a collection is needed.

e. The County, at its sole discretion, may opt to deliver the material to the Contractor's facility and receive a $250.00 credit each trip.

f. Contractor agrees to receive County's unsorted electronic material prior to sending electronics for recycling. g. Contractor shall provide necessary items required for handling and/or sorting operations at

the collection locations such as pallets or cubic yard boxes. It is acceptable to Contractor for the County to continue to collect electronics in roll-off boxes. h. Contractor shall invoice the County via email after each collection. The invoice shall

contain details of the tonnage for the various categories of electronics. i. Contractor shall inform the County if there are operational concerns at the collection location and then coordinate with the Solid Waste Superintendent. j. Contractor agrees that the County must approve all subcontractors. k. Contractor shall comply with all federal, state, and county statutes, rules and regulations that are applicable to provisions of services called for herein.

l. Contract shall be certified as adhering to Responsible Recycling (R2) or adhering to the e-Stewards Standard of Responsible Recycling and Reuse of Equipment. m. Contractor shall be fully responsible for all aspects of processing, and marketing

recyclables, including but not limited to; expenses for personnel management, capital facility and equipment, operational expenses, utilities and fuel, repair and maintenance,
trash residue insurance and security, administration and any other costs associated with receiving, loading transporting, processing and marketing recyclables, UNLESS OTHERWISE SPECIFICALLY DETAILED in the proposal. Attachment 2 contains additional specifications regarding this service.

PRICING
Type (Pick Up) Cost Per Pound
Intact TV's/Monitors .22/lb
Scavenged TV's/Monitors .245/lb
Broken TV's/Monitors .28/lb
Flat Panel 0.22/lb
Consumer (Misc) Electronics .18/lb
Computers (Unsorted) (-0.12/lb)
Computers (Sorted) (-0.20/lb)
Network Equip/Cable Boxes (Unsorted) (-0.10/lb)
Network Equip/Cable Boxes (Sorted) (-0.20/lb)
Cell Phones (unsorted) (-1.00/lb)
Cell Phones (Sorted) (-1.50lb)
Type (Drop Off)
Intact TV's/Monitors .21/lb
Scavenged TV's/Monitors .24/lb
Broken TV's/Monitors .26/lb
Consumer (Misc) Electronics .17/lb
Flat Panel .21/lb
Computers (Unsorted) (-0.12/lb)
Computers (Sorted) (-0.20/lb)
Network Equip/Cable Boxes (Unsorted) (-0.10/lb)
Network Equip/Cable Boxes (Sorted) (-0.20/lb)
Cell Phones (unsorted) (-1.00/lb)
Cell Phones (Sorted) (-1.50lb)
Cell Phones (Sorted) (-1.50lb)
Transportation - Pick Up
Milage Charge (if applicable) N/A
Trucking Cost (if applicable) N/A
Labor Cost (if applicable) N/A
Transportation - Drop Off
Credit (-250)
Other Charges N/A

ATTACHMENT 2

Agenda Item: Meeting Date 4/6/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Solid Waste

DATE: 3/24/2021 SUBJECT: Grinding Services Contract - Landfill

PRESENTER: David Lambert, Solid Waste Director REQUEST: We are requesting that the Board of Commissioners consider approval of the attached contract for grinding services at the Moore County Landfill. BACKGROUND: The County of Moore currently contracts grinding services for yard waste (limbs, leaves, and grass clippings) and land clearing debris (Branches, logs, etc.) of approximately 20,000 tons per year. This material must be ground into mulch and later hauled off site. The Solid Waste Department solicited formal proposals for grinding these materials in February. We received six total responses to our RFP. It is our recommendation to award the FY 2021 contract to Godfrey Environmental Contracts, LLC, as it was the lowest bidder to submit a proposal that was within the scope of the requested service. This new vendor will result in an .81 savings per ton for our current contract which, given our annual volume, is a significant amount. During negotiation we were also able to secure a 1% discount on our bill if Moore County can process the invoice within 15 days. IMPLEMENTATION PLAN: If approved, the contract will become effective on July 1, 2021. The contractor will mobilize to the landfill approximately three times a year to grind accumulated waste. Storm events may accelerate this schedule.

FINANCIAL IMPACT STATEMENT: Funding for recycling is included in the Contract Services line item in the proposed FY 2021-2022 Budget.

RECOMMENDATION SUMMARY:

Make a motion to approve a contract with Godfrey Environmental Contracts, LLC. for grinding services not to exceed $220,000 per year and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Grinding Service Contract

FN 21-0095

TATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE

This Contract is entered into the 6th day of April, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Godfrey Environmental Contracts, LLC (the "Contractor"). 1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services and ("Services") pursuant to the provisions and specifications identified in Attachment 1, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. TERM OF CONTRACT

The term of this Contract is from July 1, 2021 through June 30, 2023. This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable. 3. PAYMENT TO CONTRACTOR During the term of this Contract, the Contractor will receive from the County an amount not to exceed $220,000.00 per County fiscal year (July 1 – June 30) 2021-2022, and 2022-2023 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County. Contractor will extend a one percent (1%) discount if paid within net ten (10) days and one-half percent (.05%) discount if paid within twenty (20) days of receipt of Contractor's invoice. 4. INDEPENDENT CONTRACTOR The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. 5. INSURANCE

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

The Contractor will maintain, at its expense, the following minimum insurance coverage:
Bodily Injury $1,000,000.00 per occurrence Property Damage $100,000.00 per occurrence
Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence Professional liability insurance will be required whenever the Contractor is required to be certified,
licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. 6. INDEMNIFICATION To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its
officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the
performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. 8. E-VERIFY Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. IRAN DIVESTMENT ACT The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-
treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County. 12. GOVERNING LAW The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina. 13. TERMINATION OF AGREEMENT This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law. Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party. 14. SUCCESSORS AND ASSIGNS The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County. 15. COMPLIANCE WITH LAWS The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment. 16. NOTICES All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PUBLIC WORKS
ATTN: RANDY GOULD, DIRECTOR P.O. BOX 905 CARTHAGE, NC 28327
CONTRACTOR: GODFREY ENVIRONMENTAL CONTRACTS, LLC ATTN: LEGAL
1308 N. RAILROAD AVE. CHIPLEY, FL 32428

17. AUDIT RIGHTS For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them. 18. COUNTY NOT RESPONSIBLE FOR EXPENSES The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority. 21. SEVERABILITY If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself. 23. ENTIRE AGREEMENT This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES This Contract is deemed to have been drafted by both parties and no interpretation will be made to the
contrary. 26. HEADINGS Subject headings are for convenience only and will not affect the construction or interpretation of any provision. The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE GODFREY ENVIRONMENTAL CONTRACTS, LLC

____________________________________ ____________________________________ Francis R. Quis, Jr., Chairman

T.M. Porter Board of Commissioners President ATTEST

____________________________________ Laura M. Williams

Clerk to the Board

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

\s3\ Finance Officer

SCOPE OF SERVICES The Contractor will provide all necessary supervision, labor, materials, and equipment required to provide grinding services for yard waste (limbs, leaves, and grass clippings) and land clearing debris (branches, logs, etc.) of approximately 16,000 tons per year collected from the Moore County Landfill (456 Turning Leaf Way, Aberdeen NC). All material (leaf, limb, and yard trash) is mixed together. Currently yard waste is stored at the landfill facility until it is hauled or sold. Ground material can be stored on the allotment set by the State (two (2) acre footprint), but must not exceed this boundary. Additionally, capacity must be available to allow the citizens of the County to dispose of yard waste. It will be the responsibility of the Contractor to monitor the site and coordinate with landfill staff to ensure that material is stored appropriately and that designated waste is hauled offsite to ensure we comply with State mandates. CONTRACTOR WILL: 1. Provide all labor and equipment necessary to satisfactorily grind yard waste at the rate of $9.14 per ton. (All equipment and vehicles must be properly registered and insured in accordance with the Motor Vehicle Laws of North Carolina and all equipment shall conform to all federal, state, and local safety regulations). 2. Ground material must be screened unless otherwise stated prior to the start of the grinding. 3. Material should be placed in windrows in designated areas specified by Moore County. The maximum height of these windrows is 30 feet, maximum width is 50 feet. There must be adequate spacing between piles to provide large vehicle access in the event of a fire. 4. Ensure State regulations are satisfactorily maintained with regard to space allocated for storage. 5. In the event of storms or other natural disasters, which generate unusually large volumes of wood waste, Contractor agrees to respond to County’s needs within fifteen (15) days’ notice by County. 6. Contractor will be required to operate under 15A NCAC 13B Section.1400 for Solid Waste Compost Facilities Operations in NC and the County of Moore Landfill Yard Waste Treatment and Processing Facility Permit (No 63-01) Operations Plan. COUNTY WILL: 1. Not make any guarantees as to minimum annual tonnage. 2. Pay Contractor for the actual amount of waste ground. Payment will be made for each process within 30 days upon receipt of invoice. This total will be determined from the computer records of weight tickets at the Moore County Scale house.

Agenda Item: Meeting Date: 04/06/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Public Works / Solid Waste

DATE: 3/24/2021 SUBJECT: Service Contract with STS for Hauling Recycling Materials

PRESENTER: David Lambert, Solid Waste Director REQUEST:

Approve Contract with STS (Superior Tree Service, LLC). for hauling of recycling services. BACKGROUND: Moore County contracts with a third party to take recycling material from our Transfer Station at the Moore County Landfill to Pratt Recycling, Inc. in Fayetteville, N.C. In 2019-2020 Moore County took an average of 24 hauls per month. Based on current volume, recycling is hauled approximately five times a week, but that number can increase during peek times.

We submitted a request for proposals and received no initial responses. Once it was readvertised, Moore County received two responses. Upon review, STS was the lowest bidder and it is our recommendation for approval. We are also encouraged by the fact that STS's rates are not tied to any fuel index that could result in sharp increases in fuel prices—instead, fuel charges are included in a flat rate.

IMPLEMENTATION PLAN: Approve the contract amendment with STS, LLC and authorize the Chairman to sign all necessary documents.

FINANCIAL IMPACT STATEMENT: Funding for recycling are included in the Contract Services line item in the FY 2020-21Budget. RECOMMENDATION SUMMARY: Make a motion to approve Contract with Superior Tree Services, LLC for an amount not to exceed $140,000 per fiscal year for a total of three years, ending on June 30, 2024 and to authorize the Chairman to sign all necessary documents. SUPPORTING ATTACHMENTS:

Contract

FN 21-0137

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE

This Contract is entered into the 6th day of April, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and STS Waste Services, L.L.C. (the “Contractor”). 1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services and (“Services”) pursuant to the provisions and specifications identified in Attachment 1, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. TERM OF CONTRACT

The term of this Contract is from July 1, 2021 through June 30, 2024. This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable. 3. PAYMENT TO CONTRACTOR During the term of this Contract, the Contractor will receive from the County an amount not to exceed $140,000,00 per County fiscal year (July 1 – June 30) as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County. 4. INDEPENDENT CONTRACTOR The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. 5. INSURANCE The Contractor will maintain Workers’ Compensation Insurance for all of the Contractor’s employees. The Workers’ Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina. The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury $1,000,000.00 per occurrence Property Damage $100,000.00 per occurrence Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design,
or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. 6. INDEMNIFICATION To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect,
or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under
this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. 8. E-VERIFY Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. 9. IRAN DIVESTMENT ACT   The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County. 12. GOVERNING LAW The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina. 13. TERMINATION OF AGREEMENT This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law. Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party. 14. SUCCESSORS AND ASSIGNS The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County. 15. COMPLIANCE WITH LAWS The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment. 16. NOTICES All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses: COUNTY OF MOORE: MOORE COUNTY SOLID WASTE

ATTN: DAVID LAMBERT, DIRECTOR

P.O. BOX 905 CARTHAGE, NC 28327

CONTRACTOR: STS WASTE SERVICES, L.L.C. ATTN: LEGAL 421 CAROLINA RD.

ABERDEEN, NC 28315-4733 17. AUDIT RIGHTS For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing. 19. EQUIPMENT The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing. 20. PRIORITY OF DOCUMENTS In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority. 21. SEVERABILITY If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself. 23. ENTIRE AGREEMENT This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES This Contract is deemed to have been drafted by both parties and no interpretation will be made to the
contrary. 26. HEADINGS Subject headings are for convenience only and will not affect the construction or interpretation of any provision.   The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE STS WASTE SERVICES, L.L.C.   ________________________________
________________________________ Francis R. Quis, Jr., Chairman Stephen Farr Board of Comissioners
President

ATTEST   ________________________________ Laura M. Williams Clerk to the Board

PREAUDIT CERTIFICATE This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal
Control Act.   \s3\ Finance Officer

SCOPE OF SERVICES The County collects comingled recycling materials at its transfer station at 456 Turning Leaf Way, Aberdeen NC. Material is loaded into trucks by a third party (currently Republic Services), contracted by the county. The hauler will take recycling material from Aberdeen to Pratt Industries in Fayetteville, NC. As a reference, in 2019-2020, Moore County took an average of 2650 tons of recyclable material each year with approximately 24 hauls per month. Based on current volume, recycling is hauled approximately five times—sometimes two loads are required within 24 hours. The number of loads will fluctuate depending on volume.

The Contractor agrees to provide all necessary supervision, labor, materials, and equipment required to haul recyclable materials from the Moore County Transfer Station at 456 Turning Leaf Way, Aberdeen, North Carolina to Pratt Industries, Inc., located at 3686 Owen Drive, Suite A, Fayetteville, North Carolina.

a. Contractor must comply will all rules and regulations established by the local, state, and federal laws. Contractor shall be responsible for all permits required to provide this service.

b. Contractor must provide enough walking floor trailers to haul or load all recycling material at the Moore County Transfer Station by 3:30PM each day. Pratt Industries accepts material no later than 4:15PM, but that is subject to change. Contractor must ensure that they transport material before the scale house closes at the intended destination.

c. Contractor will station walking floor trailers at the Moore County Transfer Station facility. Contractor intends to provide a truck or “yard dog” so either County or a contracted third-party can load material onto the trailers when necessary. In the temporary absence of a yard dog to move trailers, Contractor will coordinate with County and third-party vendor to arrange a schedule to “live load” the trailer with recycling materials.

d. Contractor agrees to designate a contact person or persons and provide a telephone number where the contact persons can be reached at all times including holidays and weekends. The contact person will be called to review the progress, to request extra trailers on busy waste days, and to report any type of complaint.

e. Contractor must be equipped and ready to initiate the recycling hauling contract beginning July 1, 2021. f. Contractor shall not sublet or assign this contract in whole or in part without the written authorization of County. g. All proposals should contain explicit assurance that all conditions of the contracts will be met.

h. Contractor will provide a rate to haul and deliver the comingled recyclables to Pratt Industries, Inc.

Agenda Item: Meeting Date: 04/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 03/25/2021 SUBJECT: Appointments / ABC Board

REQUEST:

Appoint member to the Moore County ABC Board.

BACKGROUND: The current term of service for ABC Board member Michael Kantorowski expires April 30. Mr. Kantorowski is willing and eligible to continue service for an additional term.

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

RECOMMENDATION SUMMARY: Make a motion to appoint a member to the ABC Board for a three-year term expiring April 30, 2024.

ATTACHMENTS: Appointment Applications

Agenda Item: Meeting Date: 04/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 03/25/2021 SUBJECT: Appointments / Board of Health

REQUEST:

Appoint member to the engineer member position on the Moore County Board of Health.

BACKGROUND: The current term of service for Board of Health member Leo Santowasso expires April 30. Mr. Santowasso is appointed to the engineer position and currently serves as Chairman of the Board of Health. He is willing and eligible to continue service for an additional term. There are no additional applicants meeting the engineer position requirements. IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records. RECOMMENDATION SUMMARY: Make a motion to appoint an engineer member to the Board of Health for a three-year term expiring April 30, 2024.

Agenda Item: Meeting Date: 04/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 03/29/2021 SUBJECT: Appointments / Library Board of Trustees

REQUEST:

Reappoint two members to the Moore County Library Board of Trustees.

BACKGROUND: Current terms of service for Library Trustees Jan Hecox and Wanda Richardson expire April 30. Each is willing and recommended for reappointment. Ms. Hecox has served the limit of two terms, but Library Director Alice Thomas has requested a waiver of the term limit per the Board's policy and authority.

IMPLEMENTATION PLAN:

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

Make a motion to reappoint Wanda Richardson and to waive the term limit and reappoint Jan Hecox to the Library Board of Trustees for three-year terms expiring April 30, 2024. ATTACHMENTS:

Term Limit Waiver Request