



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 1, 2020

REGULAR MEETING, 10:30 AM

CALL TO ORDER

INVOCATION – *Rev. Charles Bloom, Kingdom Minded Ministries*

PLEDGE OF ALLEGIANCE – *Misty Leland, County Attorney*

I. PUBLIC COMMENT PERIOD

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: August 18, 2020 Regular Meeting and Closed Session
- B. Budget Amendments
- C. Local Educational Bonds – 2018 Bond Referendum – Revision 11
- D. Deed of Dedication for La Foret
- E. Deed of Dedication for Gretchen Estates
- F. FY 21 5311 Community Transportation Program Grant Agreement
- G. Additional WIC Program FY 20 Funding
- H. Microsoft Enterprise Agreement Amendment BAA
- I. Contract Amendment No. 1 – Harrod and Assoc. Constructors, Inc.

IV. RECOGNITIONS

- A. Lorena Allen’s 110th Birthday (*Commissioners*)

V. PRESENTATIONS

- A. Health Department – COVID-19 Update (*Robert Wittmann, Health Director*)
- B. Sandhills Center Quarterly Report (*Caroline Xiong, Finance Director*)

VI. PUBLIC HEARINGS

- A. Call to Public Hearing/Planning – Request for Conditional Rezoning: Residential and Agricultural – 40 (RA-40) to Rural Agricultural Conditional Zoning (RA-CZ) – Mining (*Debra Ensminger, Planning/Transportation Director*)
- B. Call to Public Hearing/Planning – Request for Conditional Rezoning: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Warehousing (*Debra Ensminger, Planning/Transportation Director*)
- C. Call to Public Hearing/Planning – Request for Conditional Rezoning: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Pallet Recycling and Production (*Debra Ensminger, Planning/Transportation Director*)
- D. Call to Public Hearing/Planning – Request for Conditional Rezoning: Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B2-CZ) – Shopping Center (*Debra Ensminger, Planning/Transportation Director*)
- E. Call to Public Hearing/Planning – Request for Conditional Rezoning: Residential Agricultural (RA) to Neighborhood Business Conditional Zoning (B1-CZ) – Retail (Firearms and Accessories Sales Facility) (*Debra Ensminger, Planning/Transportation Director*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Public Works – Request for Approval of Amendment to Contract with Town of Carthage for Receipt of Wastewater (*Randy Gould, Public Works Director*)
- B. Solid Waste – Request for Approval of Contract for Land Purchase (*David Lambert, Solid Waste Director*)
- C. Solid Waste – Request for Approval of Contract and Amendment for Environmental Monitoring and General Services (*David Lambert, Solid Waste Director*)
- D. Solid Waste – Request for Approval of Amendment to Contract for Removal of Mulch (*David Lambert, Solid Waste Director*)

IX. APPOINTMENTS

- A. Airport Authority
- B. Juvenile Crime Prevention Council
- C. Sandhills Center Board
- D. Transportation Advisory Board
- E. Board of Health

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

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

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

- **Labor Day Holiday**, County Offices Closed, Monday, September 7
- **Airport Authority**, Tuesday, September 8, 10:00am
- **Special Meeting**, Tuesday, September 8, 4:30pm
- **Sandhills Center Board**, Tuesday, September 8 (*Ritter*)
- **Pre-agenda**, Wednesday, September 9, 9:30am (*Daeke / Quis*)
- **Fire Commission**, Thursday, September 10, 6:00pm (*Ritter*)
- **Board of Education**, Monday, September 14 (*Quis*)
- **Regular Meeting**, Tuesday, September 15, 5:30pm
- **DSS Board**, Monday, September 21, 5:30pm (*Graham*)
- **CVB Board**, Thursday, September 24, 4:00pm (*Quis*)
- **Pre-agenda**, Wednesday, September 30, 9:30am (*Graham / 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, AUGUST 18, 2020

REGULAR MEETING, 4:30 PM

The Moore County Board of Commissioners convened for a regular meeting at 4:30pm, Tuesday, August 18, 2020 in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

Commissioners Present:

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

Chairman Quis called the meeting to order at 4:35pm.

CLOSED SESSION

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and regarding Walker Station et al vs. Moore County, and N.C.G.S. 143-318.11(a)(4).

At approximately 5:35pm, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to come out of closed session and seal the minutes. The Chairman called for a five minute recess.

The Chairman welcomed everyone at approximately 5:40pm. County Manager Wayne Vest offered the invocation and Public Safety Director Bryan Phillips led the Pledge of Allegiance.

ADDITIONAL AGENDA

Upon motion made by Commissioner Ritter, seconded by Commissioner Gregory, the Board voted 5-0 to add to the agenda under Public Hearings a call to public hearing regarding an economic development project proposal, Project Woodpecker.

PUBLIC COMMENT PERIOD

There were no speakers.

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 Gregory, seconded by Commissioner Ritter, the Board voted 5-0 to approve the following consent agenda items:

Minutes: August 4, 2020 Regular Meeting and Closed Session
Tax Releases/Refunds – July 2020
Budget Amendments
Digital Learning Invoices
Reimbursement to Moore County Citizens Pet Responsibility Committee
Board of Elections Acceptance of CARES Act and HAVA Funds

The tax releases/refunds resolutions and budget amendment are hereby incorporated as a part of these minutes by attachment as Appendices A and B, respectively.

RECOGNITIONS

David Sinclair

Chairman Quis recognized David Sinclair, formerly with The Pilot, and read a Resolution to Honor David Sinclair for his Outstanding Journalism Career and Excellence in Coverage of Moore County Local Government News. Chairman Quis then presented the resolution to Mr. Sinclair. Each of the commissioners offered comments regarding Mr. Sinclair's professionalism and integrity. A copy of the resolution is hereby incorporated as a part of these minutes by attachment as Appendix C.

PRESENTATIONS

Tax – 2020 Session of the Board of Equalization and Review

Commissioner Daeke, Chairman of the Moore County Board of Equalization and Review, provided a report on the 2020 session of the Board. The report is hereby incorporated as a part of these minutes by attachment as Appendix D.

Health Department – COVID-19 Update

Health Director Robert Wittmann provided an update regarding COVID-19 in Moore County. Mr. Wittmann's presentation is hereby incorporated as a part of these minutes by attachment as Appendix E. Commissioner Graham asked for clarification that migrant farm workers were not being tested, only screened, and Mr. Wittmann confirmed this. There was further discussion of testing of migrant farm workers and Mr. Wittmann indicated testing was not being offered because there were not enough people taking advantage of it. Commissioner Graham inquired as to who was responsible and Mr. Wittmann said it was a federal program. Commissioner Graham discussed reaching out to federal representatives about making testing a requirement. She commented regarding the number of farm workers Mr. Wittmann had previously indicated were put on a bus together and Mr. Wittmann clarified that there were no longer that many on a bus together and they were now spaced out and wearing masks. He said there had only been one farm worker to test positive during the pandemic. Commissioner Graham commented that the federal, state, and county levels needed to be more answerable and that they need to protect farmers as well as have compassion on the workers. Commissioner Gregory inquired about Mr. Wittmann's authority and Mr. Wittmann said he had no authority to mandate testing for migrant workers. Commissioner Gregory asked how he was aware of who was coming into the County from Mexico and Mr. Wittmann said he got a report from the Growers Association but he did not the workers or the farms as that was all tracked by the Association. He said one case in all these months was a

good record. Commissioner Gregory asked how he was aware of the one case and Mr. Wittmann indicated they were required to report it to the Health Department and a case investigator would then contact them and determine contacts. He said the person was appropriately cared for, isolated, and recovered and back to work, with no secondary cases. There was discussion regarding nursing home testing and Chairman Quis asked if Accordius, which had no positive cases for residents and only three for staff, was doing something better than the others and Mr. Wittmann did not specify anything that was better but said they did the right thing to get the positive staff members out. Chairman Quis asked how many of Moore County's 21 deaths had occurred in facilities and Mr. Wittmann said 12 of the 21 were in facilities, the others were out in the community, all were elderly, and the facility cases had severe underlying conditions. Mr. Wittmann stressed the importance of updated vaccinations and getting the flu shot. Commissioner Gregory noted that the questions of Mr. Wittmann were not intended to cause problems but to obtain necessary information and that it was necessary that they do everything possible for the public to understand what was being done and why. He said there needed to be monthly meetings of the Board of Health with opportunity for the public to ask questions themselves, and he hoped Mr. Wittmann would take that in consideration. Commissioner Graham said the Board asked Mr. Wittmann some tough questions but they had no authority over him as he was controlled by the Board of Health. She said she had been bothered they were not meeting more often and she asked why they were not. She told Mr. Wittmann to not ever consider her questions to be personal but the health of the citizens was very personal to her and she would continue asking questions and being vocal. Mr. Wittmann said there were 21 deaths in Moore County but the death rate was .002%. He said the citizens of Moore County were doing a good job. He cited the importance of wearing a mask, getting vaccinations, staying healthy, staying six feet apart, and washing hands, and said the most vulnerable population, the elderly, needed to be protected. Commissioner Graham noted the spread of virus in young people and Mr. Wittmann discussed his hope that their parents would help them understand the importance of adhering to the guidelines. Chairman Quis asked Commissioner Gregory if his request for more meetings of the Board of Health would also include the commissioners and Commissioner Gregory indicated it would be the Board of Health but commissioners should have the opportunity to attend if desired.

Solid Waste – Proposed Relocation of Aberdeen Collection Site

Solid Waste Director David Lambert presented information to the Board regarding a proposed relocation of the Aberdeen Collection Site. A copy of Mr. Lambert's presentation is hereby incorporated as a part of these minutes by attachment as Appendix F.

PUBLIC HEARINGS

Public Hearing/GIS – Request for Amendment to the Moore County Road Name and Addressing Ordinance

GIS Manager Rachel Patterson presented for the Board's consideration amendments to the Moore County Road Name and Addressing Ordinance. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to add three roads to the Moore County Road Name and Addressing Ordinance as proposed. The amendment is hereby incorporated as a part of these minutes by attachment as Appendix G.

Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 40 (RA-40) at Armstead Road / US Hwy 1

Planning/Transportation Director Debra Ensminger presented to the Board a request for a General Use Rezoning of a portion of a parcel located on US HWY 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter, per Deed Book 2837, Page 80. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Robert Hayter asked the Board for a favorable review of the request. There

were no other speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the approval Land Use Plan Consistency Statement and to authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural – 40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass. The consistency statement and a copy of Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix H.

Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20) at Love Grove Church Road

Planning/Transportation Director Debra Ensminger presented to the Board a request for a General Use Rezoning of a portion of a parcel located on the corner of Love Grove Church Road and Carthage Road, West End, owned by Johnny and Kathy Harris, per Deed Book 5095, Page 156. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the approval Land Use Plan Consistency Statement and to authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20) of approximately 13.21 acres (entire portion located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End. The consistency statement and a copy of Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix I.

Public Hearing/Planning – Request for General Use Rezoning: Residential and Agricultural – 20 (RA-20) to Highway Commercial (B-2) at Juniper Lake Road

Planning/Transportation Director Debra Ensminger presented to the Board a request for a General Use Rezoning of a parcel located on the corner of Juniper Lake Road and Murdocksville Road, owned by Audio & Electronic Concepts, Inc., per Deed Book 1659, Page 23. Chairman Quis opened the duly advertised public hearing regarding this matter.

Mr. Don Williamson said he owned property next to the property proposed to be rezoned and expressed that he would like to know what business was going to go on the property. He discussed that some nearby property owners may not have been notified of the hearing.

Ms. Gail Blue said she was a bordering property owner and she did not know the plans for the property and was concerned about it. She expressed that she liked being in the country with no commercial property. She said she did receive notification of the public hearing.

Mr. Mabe discussed property he owned near the subject property and the processes he had to go through for some of his own projects. He said he did not get a letter and said he would like to know what was going on.

Mr. Michael Washing questioned how the rezoning would affect zoning and property values. He said the type of business allowed was very broad and that commercial was not a good fit for the area.

Mr. Jeremy Rust, representing the applicant, provided a presentation regarding the rezoning request. Commissioner Gregory asked if there had been any discussion with Pinehurst regarding the plans and Mr. Rust said there had not been as it was not in Pinehurst's jurisdiction. Ms. Ensminger noted that the presentation by

Mr. Rust had not been provided to the Planning Board. She discussed that all the uses under Highway Commercial (B-2) would be permitted. There were questions from citizens and Chairman Quis allowed for further comment.

Mr. Mabe questioned again what would be going on the property, as did Ms. Eve Williamson. Mr. Rust indicated that the owner was not able to reveal that due to the uncertainty created by COVID-19. He noted that they would still have to come back to staff with a commercial site plan and that would require public input, plus a stormwater management plan and the steps for a building permit. He apologized for the uncertainty. Ms. Ensminger discussed conditional zonings versus general use rezonings. Commissioner Ritter acknowledged that there was a lot of uncertainty but said this was dealing with a lot of people's homes and that he was not comfortable with rezoning it without a clue of what was going to be done. Ms. Ensminger commented again regarding the option to go through the conditional zoning process. Commissioner Graham expressed her concern that upon rezoning, the property could be sold to anyone as a piece of commercial property. Chairman Quis said the area was definitely in transition but said without a site specific plan, he would have to side with the neighbors and was inclined not to support the rezoning. There being no further speakers, the public hearing was closed.

Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to adopt the denial Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to deny the general use rezoning from Residential and Agricultural – 20 (RA-20) to Highway Commercial (B-2) of an approximate 5.54 acre parcel, located on the corner of Juniper Lake Road and Murdocksville Road, owned by Audio & Electronic Concepts, Inc., per Deed Book 1659, Page 23.

The consistency statement denial, Ms. Ensminger's staff report, and Mr. Rust's presentation are hereby incorporated as a part of these minutes by attachment as Appendix J.

Call to Public Hearing/Legal – Project Woodpecker

County Attorney Misty Leland requested the Board call a public hearing regarding a proposed economic development project. Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to call a public hearing on September 8, 2020 at 4:30pm to consider entering into an economic development agreement for Project Woodpecker.

NEW BUSINESS

Public Works – Request for Approval of Interlocal Agreement with Town of Vass for Phase 2 Sewer Project

Public Works Director Randy Gould requested the Board's approval of a resolution and an interlocal agreement with the Town of Vass for the Phase 2 Sewer Project. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the resolution and interlocal agreement with the Town of Vass, NC for the Vass Phase 2 Sewer Project and authorize the Chairman to sign. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix K.

Public Works – Request for Approval of Contract with Charles R. Underwood, Inc. for Emergency Repairs

Public Works Director Randy Gould requested the Board's approval of a contract for emergency repairs of the water and wastewater pump stations during the year. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the contract for services with Charles R. Underwood, Inc.

and authorize the Chairman to sign. Commissioner Gregory thanked Mr. Gould for his efforts to ensure citizens obtain clean water.

Public Safety – Request for Approval for Purchase of Ambulance

Public Safety Director Bryan Phillips requested approval for the purchase of an ambulance and upon inquiry by Commissioner Ritter, he discussed the specifications. Commissioner Graham noted that this was an excellent use of coronavirus relief funds. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the purchase contract with Northwestern Emergency Vehicles for one new 2020 Ford Transit ambulance; upon utilizing 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 the contract, upon approval from Finance and the County Attorney, and authorize the Chairman to sign all necessary documents.

Public Safety – Request for Approval for Purchase of Ambulance Chassis and Remount

Public Safety Director Bryan Phillips requested approval for the purchase of an ambulance chassis and remounting. Commissioner Ritter asked about the price difference between this and a new ambulance and Mr. Phillips indicated it could be a \$60,000 - \$80,000 price difference. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve a purchase contract with Northwestern Emergency Vehicle for one Dodge chassis and remounting of an existing ambulance box with a not to exceed price of \$160,575; upon utilizing 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 the contract, upon approval from Finance and the County Attorney, and authorize the Chairman to sign all necessary documents.

Public Safety – Request for Approval of Contract Amendment # 1 for Stryker EMS Stretchers, and Budget Amendment

Public Safety Director Bryan Phillips requested the Board's approval of a contract amendment with Stryker and an associated budget amendment. The amendment was due to a delay in equipment delivery because of COVID-19. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the contract amendment # 1 with Stryker Sales Corporation and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 5-0 to approve the budget amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix L.

Public Safety – Request for Approval of Memorandum of Agreement for State Acquisition Relocation Funds for Hurricane Florence

Public Safety Director Bryan Phillips provided an update on the status of State Acquisition Relocation Funds for Hurricanes Matthew and Florence. He then presented a request for approval of a memorandum of agreement for Hurricane Florence (SARF) funds. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Hurricane Florence Memorandum of Agreement State Acquisition Relocation Funds (SARF) between the County of Moore and North Carolina Department of Public Safety, Emergency Management for the amount not to exceed \$786,500, upon approval from the Finance Director and County Attorney, and authorize the County Manager to sign all necessary documents.

APPOINTMENTS

Board of Health

Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to appoint Dr. Benjamin Wacker to the optometrist position on the Moore County Board of Health for a three-year term expiring August 31, 2023.

CLOSED SESSION

At approximately 8:15pm, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3). At approximately 8:45pm, upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to come out of closed session and seal the minutes. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to support what the Sheriff had advised them through Major Andy Conway were the precautions taken for COVID-19: They state they have multiple precautions in place to include daily temperature checks for staff entering the facility, wearing masks, and washing hands as often as possible, and the commissioners go on record as supporting the Sheriff with those precautions.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to adjourn the August 18, 2020, regular meeting of the Moore County Board of Commissioners at 8:48pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director



DATE: 08/24/2020

SUBJECT: Budget Amendments

PRESENTER: Caroline L. Xiong

REQUEST:

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

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment and the appropriate Department Directors are here to answer any questions you may have. The amendments are:

	Department / Fund	Amount	Sources of Revenue	Justification	Journal
1.	Aging	\$359,986 increase	Coronavirus Relief Fund (CFR) CARES Act	Emergency supplemental funding for Older Americans Act (OAA) programs impacted by COVID-19	30002
2.	Elections	\$108,207 increase	CARES Act & HAVA Grant	CARES Act & HAVA Grant	30003
3.	Public Safety \ EMS	\$786,500 increase	NC Division of Emergency Management	Utilized to help household relocated from current damaged home to similar housing	30004
4.	Admin	\$20,000 increase	Appropriated Fund Balance	Economic Development Administration	30005
5.	Health	\$7,194 increase	Federal grant funds from US Department of Agriculture through NC DHHS Division of Public Health 403 WIC Activity Agreement Addendum for FY2020-2021 Special Funding	WIC Program of the Moore County Health Department	30006

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$135,401, Multi-Year Grants Fund for \$1,146,486 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:

Fiscal Year 2020/2021

Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget	
Aging - Coronavirus Relief Fund (CFR) CARES Act					
Revenue	24032024 36292	CARES Act Aging	-	359,986	359,986
Expense	24030024 54124	CARES III-B	-	87,269	87,269
Expense	24030024 54125	CARES Congregate	-	70,390	70,390
Expense	24030024 54126	CARES FSCP Respite Care	-	30,000	30,000
Expense	24030024 54127	CARES FSCP Respite Care	-	29,414	29,414
Expense	24030024 54128	CARES HDM-Home Delivered Meals	-	142,913	142,913

Approved this _____ day of _____, 2020

 Frank Quis
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Budget Amendment Staff Report

Department: Aging

Increase or Decrease of Amount of Funding:

Increase \$359,986

Rev 24032024 36292

Exp CARES III-B	\$87,269	24030024 54124
Exp CARES Congregate	\$70,390	24030024 54125
Exp CARES FSCP Respite Care	\$30,000	24030024 54126
Exp CARES FSCP	\$29,414	24030024 54127
Exp CARES HDM	\$142,913	24030024 54128

Source(s) of Funding:

Coronavirus Relief Fund (CFR) established by the Coronavirus Aid, Relief and Economic Security (CARES) Act passed on March, 27, 2020.

Justification (please be specific):

CARES Act funds will provide emergency supplemental funding for Older Americans Act (OAA) programs that are impacted by COVID-19 in the areas of supportive services, nutrition and family caregiver support, for both service provision and emergency needs.

Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
Elections - CARES Act & HAVA Grant			
Revenue 10032001 32204 2020 CARES Act Funding	-	98,207	98,207
Expense 10017000 56549 2020 CARES Act Funding	-	98,207	98,207
Revenue 10032001 32201 HAVA Grant	-	10,000	10,000
Expense 10017000 56541 HAVA Grant	-	10,000	10,000

Approved this _____ day of _____, 2020

 Frank Quis
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Budget Amendment Staff Report

Department: Elections

Increase or Decrease of Amount of Funding:

1. Increase funding for 2020 CARES ACT FUNDING for \$98,207
2. Increase HAVA GRANT FUNDING minimum \$10,000 to maximum of \$250,000 depending on available funding. \$10,000 is guaranteed at this time. May require another BA at a future date when and if funding is increased for HAVA.

Source(s) of Funding:

10032001 32204 Cares Act Funding 2020 Revenue INCREASE \$98,207

10017000 56549 Care Act Funding 2020 Expense INCREASE \$98,207

10032001 32201 HAVA Grant Funding Revenue INCREASE \$10,000

10017000 56541 HAVA Grant Expense INCREASE \$10,000

Justification (please be specific):

The agenda item was approved by the Moore County Board of Commissioners on 8/18/2020.

HAVA Funding period 7/1/20-6/30/21

CARES Funding period 7/1/20-12/31/20

See attached funding sources for CARES ACT and HAVA Grant information.

Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Public Safety/EMS - NC Division of Emergency Management

Revenue	24033010 36318 PS211 SARF Grant	-	786,500	786,500
Expense	24021010 54116 PS211 SARF Grant	-	786,500	786,500

Approved this _____ day of _____, 2020

Frank Quis
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Public Safety/EMS

Increase or Decrease of Amount of Funding:

Increase Revenue by \$786,500.00 in budget code 24033010-36318 PS211 and increase Expenditure by \$786,500.00 in budget code 24021010-54116 PS211.

Source(s) of Funding:

NC Division of Emergency Management

Justification (please be specific):

The funds will be utilized to help a household relocate from current damaged home to similar housing unit outside of the special flood hazard area.

Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Administration - Appropriated Fund Balance in the General Fund for the 20% local match

Revenue	10019000 32950	Appropriated Fund Balance	147,289	20,000	167,289
Expense	10035091 56263	Economic Development	6,696	20,000	26,696

Approved this _____ day of _____, 2020

 Frank Quis
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Budget Amendment Staff Report

Department: Administration

Increase or Decrease of Amount of Funding:

10035091 56263 Economic Development INCREASE \$20,000

10019000 32950 Appropriated Fund Balance INCREASE \$20,000

Source(s) of Funding:

Appropriated Fund Balance in the General Fund for the 20% local match.

Justification (please be specific):

On September 17, 2019, the Moore County Board of Commissioners approved an EDA (Economic Development Administration) FY2019 Disaster Supplemental Economic Adjustment Assistance non-construction grant for PIP's entrepreneurship hub project for northern Moore County due to the Hurricane Florence disaster of 2018. Moore County agreed to provide up to \$20,000 in matching local funds and documented in a commitment letter and resolution which was required by the grant supporting PIP's project as required for the grant application. The federal share was \$80,000 (80% of \$100,000) for the project called "Entrepreneurial Ecosystem Assessment & Entrepreneurial Incubator Hub Feasibility Study to Support Disaster Recovery, Economic Resiliency and Diversification". Moore County as the co-applicant agreed to provide the additional \$20,000 (20%) in matching local funds. This Budget Amendment is an appropriation from Fund Balance to support the approval by the Board of County Commissioners.

Attachments:

Signed Letter and Resolution dated 9/17/2019

Minutes from the Commissioner Meeting 9/17/2019

Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Health - Federal grant funds from US Department of Agriculture through NC DHHS
Division of Public Health 403 WIC Activity Agreement Addendum for FY2020-2021
Special Funding

Revenue	10032071 35001	Women/Infant/Children Grant	324,126	7,194	331,320
Expense	10039062 53872	Professional SVCS	59,989	7,194	67,183

Approved this _____ day of _____, 2020

Frank Quis
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Health

Increase or Decrease of Amount of Funding:

Increase Revenue Account 10032071-35001 WIC Grant Revenue \$7,194

Increase Expense Account 10039062-53872 WIC Professional Services \$7,194

Source(s) of Funding:

Federal grant funds from US Department of Agriculture provided through NC DHHS Division of Public Health 403 WIC Activity Agreement Addendum for FY2020-2021 Special Funding Opportunity.

Justification (please be specific):

WIC is a special supplemental nutrition program for Women, Infants, and Children. WIC serves as an adjunct to the health care system. WIC enjoys a reciprocal relationship with the health care community receiving referrals from private and public health care providers while providing health care referrals as needed for medical services.

The FY2020-2021 Division of Public Health Agreement Addendum Special Funding Opportunity provides the Moore County Health Department WIC Program with additional funding to further enhance the ability of WIC Program operations.

This Agreement Addendum Revision #2 provides additional funds to reinstate for this FY20-21 Agreement Addendum the base caseload that existed in the FY19-20 Agreement Addendum. This base caseload increase allows the Local Health Department to serve additional participants from June through September. These additional funds will further enhance their ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

The WIC Program of the Moore County Health Department desires to allocate this time critical one-time federal funding to amend an existing contract with Nutrition Plus, Inc., a specialized staffing agency, to fund additional contract nutritionist services during the month of September 2020.

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director
DATE: August 24, 2020
SUBJECT: Local Educational Bonds - 2018 Bond Referendum – Revision 11
PRESENTERS: Caroline L. Xiong

REQUEST:

Approve the Local Educational Bonds - 2018 Bond Referendum Capital Project Ordinance – Revision 11

BACKGROUND:

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

IMPLEMENTATION PLAN:

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

FINANCIAL IMPACT STATEMENT:

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

RECOMMENDATION SUMMARY:

Make a motion to adopt the Local Educational Bonds - 2018 Bond Referendum Capital Project Ordinance – Revision 11 as presented.

SUPPORTING ATTACHMENTS:

Project Ordinance – Revision 11

County of Moore
Local Educational Bonds – 2018 Bond Referendum (Fund 482)
Project Ordinance – Revision #11

Journal 30008

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

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

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

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

New Southern Pines Elementary School:

	Budget	Incr./Decr.	Revised Budget
Architect	\$ 1,770,000	\$ -	\$ 1,770,000
Construction	\$ 29,623,275	\$ -	\$ 29,623,275
FF&E	\$ 2,306,540	\$ -	\$ 2,306,540
Cost of Issuance	\$ 300,185	\$ -	\$ 300,185
Transfer to Capital Res for Govt Project	\$ 2,901,361	\$ -	\$ 2,901,361
2019 SP GO BD Premium	\$ 3,474,273	\$ -	\$ 3,474,273
Total	\$ 40,375,634	\$ -	\$ 40,375,634

New Pinehurst Elementary School:

	Budget	Incr./Decr.	Revised Budget
Architect	\$ 2,453,000	\$ -	\$ 2,453,000
Pinehurst Modular Classrooms	\$ 2,400,000	\$ -	\$ 2,400,000
Construction	\$ 29,636,186	\$ -	\$ 29,636,186
FF&E	\$ 2,306,540	\$ -	\$ 2,306,540
Cost of Issuance	\$ 259,210	\$ -	\$ 259,210
Contingency	\$ 945,064	\$ -	\$ 945,064
GO Bond Premium	\$ 4,712,988	\$ -	\$ 4,712,988
Transfer to Capital Res for Govt Project	\$ 4,853,000	\$ -	\$ 4,853,000
Total	\$ 47,565,988	\$ -	\$ 47,565,988

New Aberdeen Elementary School:

	Budget	Incr./Decr.	Revised Budget
Construction	\$ 27,121,837	\$ -	\$ 27,121,837
Contingency	\$ 675,003	\$ -	\$ 675,003
Off-Site Sewer	\$ 450,000	\$ -	\$ 450,000
FF&E/Tech	\$ 2,439,118	\$ -	\$ 2,439,118
Testing & Inspection	\$ 130,000	\$ -	\$ 130,000
Cost of Issuance	\$ 274,042	\$ -	\$ 274,042
2018 Aberdeen GO BD Prem	\$ 353,726	\$ -	\$ 353,726
Carthage EL-HVAC Bld 7	\$ 56,700	\$ -	\$ 56,700
Elise MS-Buried boiler	\$ 378,000	\$ -	\$ 378,000
Vass LE-HVA Bld 5	\$ 108,000	\$ -	\$ 108,000
Carthage EL-Return piping	\$ 216,000	\$ -	\$ 216,000
Community L-Air handlers	\$ 108,000	\$ -	\$ 108,000
Sandhills FL-Heat pumps	\$ 324,000	\$ (124,400)	\$ 199,600
Carthage EL-Gym	\$ 43,200	\$ -	\$ 43,200
Carthage EL-Fire alarm	\$ 140,400	\$ -	\$ 140,400
All schools-Classroom display syst	\$ 387,400	\$ -	\$ 387,400
Elise MS-Gym	\$ 27,000	\$ -	\$ 27,000
Union Pines-Furnace ROTC Bld	\$ 13,000	\$ -	\$ 13,000
Sandhills FL-Install foundation	\$ 40,500	\$ -	\$ 40,500
Highfalls ES-sanitary lift station	\$ -	\$ -	\$ -
NMHS-sanitary lift station	\$ 129,600	\$ 124,400	\$ 254,000
Union Pines-Water main pipes	\$ 56,755	\$ -	\$ 56,755
Total	\$ 33,472,281	\$ -	\$ 33,472,281

Nursing Education Facilities:

	Budget	Incr./Decr.	Revised Budget
Architect	\$ 1,600,000	\$ -	\$ 1,600,000
Total	\$ 1,600,000	\$ -	\$ 1,600,000

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

New Southern Pines Elementary School:

	Budget	Incr./Decr.	Revised Budget
Transfer from Capital Res for Govt Project	\$ 2,901,361	\$ -	\$ 2,901,361
2019 SP GO BD Proceeds	\$ 34,000,000	\$ -	\$ 34,000,000
2019 SP GO BD Premium	\$ 3,474,273	\$ -	\$ 3,474,273
Total	\$ 40,375,634	\$ -	\$ 40,375,634

New Pinehurst Elementary School:

	Budget	Incr./Decr.	Revised Budget
Transfer from Capital Res for Govt Project	\$ 4,853,000	\$ -	\$ 4,853,000
2019 PHST GO BD Proceeds	\$ 38,000,000	\$ -	\$ 38,000,000
2020 PHST GO BD Premium	\$ 4,712,988	\$ -	\$ 4,712,988
Total	\$ 47,565,988	\$ -	\$ 47,565,988

New Aberdeen Elementary School:

	Budget	Incr./Decr.	Revised Budget
2018 Aberdeen GO BD Proceeds	\$ 31,000,000	\$ -	\$ 31,000,000
2018 Aberdeen GO BD Prem	\$ 2,472,281	\$ -	\$ 2,472,281
2018 Aberdeen GO Bond Int	\$ -	\$ -	\$ -
Total	\$ 33,472,281	\$ -	\$ 33,472,281

Nursing Education Facilities:

	Budget	Incr./Decr.	Revised Budget
Transfer from Capital Res for Govt Project	\$ 1,600,000	\$ -	\$ 1,600,000
Total	\$ 1,600,000	\$ -	\$ 1,600,000

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

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

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

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

Adopted this 1st day of September 2020.

Frank Quis, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

Agenda Item: III.D.
Meeting Date: 9/1/2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director
DATE: August 21, 2020
SUBJECT: Deed of Dedication for La Foret
PRESENTER: Randy Gould, PE

REQUEST:

Accept the Deed of Dedication for water and wastewater utilities for the La Foret subdivision.

BACKGROUND:

The water and wastewater utilities construction at the La Foret subdivision are complete and ready for operation and acceptance.

IMPLEMENTATION PLAN:

Accept the deed of dedication for the water and sewer utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

Acceptance of ownership of new utilities that places additional financial burden on the Moore County Public Utilities will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:

Make a motion to accept the Deed of Dedication for the La Foret subdivision.

SUPPORTING ATTACHMENTS:

Deed of Dedication and Releases.

DEED OF DEDICATION

This instrument prepared by: Stephan Lapping, Associate County Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the 28th day of August, 2020, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
R&M COMMERCIAL REAL ESTATE, LLC	COUNTY OF MOORE , a political subdivision of the State of North Carolina P.O. Box 905 Carthage, NC 28327

WITNESSETH:

WHEREAS, Grantor is the owner and developer of a tract or parcel located in Mineral Springs Township, Moore County, North Carolina, known as "La Foret West Townhouse Addition" containing units numbered 1 through 10 (hereinafter referred to as the "Property"); and

WHEREAS, Grantor has caused to be installed water and/or sewer pipelines within the right-of-way, the location of which is hereinafter described and referenced; and

WHEREAS, Grantor wishes to obtain water and/or sewer service from Grantee to the newly installed pipelines and to make water and/or sewer from Grantee's system available to individual owners; and

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution and/or sewer collection systems under the terms of which, among other things, in order to obtain water and/or sewer service, Grantor must convey title to the water distribution and/or sewer collection system to Grantee through an instrument of dedication acceptable to Grantee.

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water and/or sewer pipelines and connecting and incorporating those pipelines into the Grantee's system, Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and/or sewer mains, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 18, Slide 305, which plat is hereby incorporated by reference as if fully set forth herein. The water and/or sewer mains, equipment and apparatuses are located beneath Dylan Drive. The water and/or sewer mains, equipment and apparatuses connect with the Grantee's existing system at or near Gabriel Lane and Foxfire Road, Pinehurst, North Carolina.

A perpetual and non-exclusive easement under, along, and upon the entire area of the Dylan Drive, a private right-of-way, as depicted in the plat recorded at Plat Cabinet 18, Slide 305 and areas noted on the plat "public utility easement" (the "Easement Area"), such utility easement to run with the land.

TO HAVE AND TO HOLD said property above described together with the privileges and appurtenances thereto belonging to Grantee forever subject to the conditions herein expressed.

Grantor does hereby covenant that it is seized of said personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year following the date first written above. Beginning August 28, 2020, Grantee will have 30 days, to inspect the personal property. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

[Signature] (Seal)

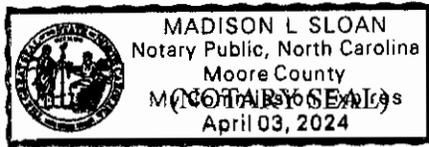
R & M COMMERCIAL REAL ESTATE LLC (Seal)

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that Ronald Jackson personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a _____, and he/she has acknowledged that he/she is the member/manager (title of office) of R&M Commercial Real Estate (Name of Entity), a North Carolina LLC (Type of Legal Entity), and that he/she, LLC as an official of the entity and being authorized to do so, executed the foregoing on behalf of R&M Commercial Real Estate, LLC (Name of Entity).

Witness my hand and official seal, this 28th day of August, 2020.



Madison Sloan

Signature of Notary Public

Madison Sloan

Printed Name of Notary Public

My Commission Expires: April 03, 2024

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the ___ day of _____, 20__.

COUNTY OF MOORE

Chair's Signature
Moore County Board of Commissioners

Attest:

Clerk's Signature
Clerk to the Board

RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County") is willing to accept a Deed of Dedication of water pipelines from R & M Commercial Real Estate, LLC (the "Developer"), as described in the Deed of Dedication. In exchange for the acceptance and operation of the water pipelines, the Developer executes this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to the County is for the following property:

All water and/or sewer mains, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 18, Slide 305, which plat is hereby incorporated by reference as if fully set forth herein. The water and/or sewer mains, equipment and apparatuses are located beneath Dylan Drive. The water and/or sewer mains, equipment and apparatuses connect with the Grantee's existing system at or near Gabriel Lane and Foxfire Road, Pinehurst, North Carolina.

The property described above, which includes, but is not limited to, all water and sewer pipelines, equipment and apparatuses, shall hereinafter be referred to as the "Property."

The Developer agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Developer agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

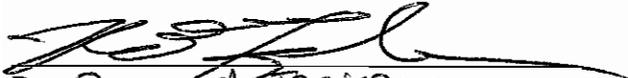
For and in consideration of the County's acceptance of the Property, and the County's agreement to operate the water system, the Developer agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that the Developer has or might have arising out of or in any way related to the Property and has submitted this separate Release and Lien Waiver forever releasing the County from and against any and all claims, liens, demands, judgments or suits at law and equity, in connection with or related to the Property, effective as of the date this release is executed.

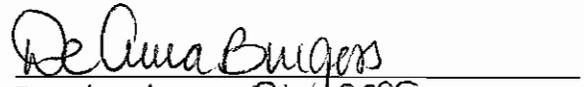
To the fullest extent permitted by laws and regulations, the Developer agrees to indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to the County.

IN WITNESS WHEREOF, this Release and Waiver has been executed this 28th day of August, 2020.

R & M Commercial Real Estate, LLC

Attest:


By: Ronald Jackson


By: DeAnna Burgess

RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the “County”) is willing to accept a Deed of Dedication of water pipelines from R & M Commercial Real Estate, LLC (the “Developer”), as described in the Deed of Dedication. In exchange for the acceptance and operation of the water pipelines, the Developer executes this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to the County is for the following property:

All water and/or sewer mains, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 18, Slide 305, which plat is hereby incorporated by reference as if fully set forth herein. The water and/or sewer mains, equipment and apparatuses are located beneath Dylan Drive. The water and/or sewer mains, equipment and apparatuses connect with the Grantee’s existing system at or near Gabriel Lane and Foxfire Road, Pinehurst, North Carolina.

The property described above, which includes, but is not limited to, all water and sewer pipelines, equipment and apparatuses, shall hereinafter be referred to as the “Property.”

The Developer agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Developer agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

For and in consideration of the County’s acceptance of the Property, and the County’s agreement to operate the water system, the Developer agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that the Developer has or might have arising out of or in any way related to the Property and has submitted this separate Release and Lien Waiver forever releasing the County from and against any and all claims, liens, demands, judgments or suits at law and equity, in connection with or related to the Property, effective as of the date this release is executed.

To the fullest extent permitted by laws and regulations, the Developer agrees to indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to the County.

IN WITNESS WHEREOF, this Release and Waiver has been executed this ____ day of August, 2020.

R & M Commercial Real Estate, LLC

Attest:

By: _____

By: _____

III.E.
Agenda Item:
Meeting Date: 9/1/2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director
DATE: August 21, 2020
SUBJECT: Deed of Dedication for Gretchen Estates
PRESENTER: Randy Gould, PE

REQUEST:

Accept the Deed of Dedication for water utility mains for the Gretchen Estates subdivision.

BACKGROUND:

The water utilities construction at Gretchen Estates is complete and ready for operation and acceptance.

IMPLEMENTATION PLAN:

Accept the deed of dedication for the water and sewer utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

Acceptance of ownership of new utilities that places additional financial burden on the Moore County Public Utilities will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:

Make a motion to accept the Deed of Dedication for Gretchen Estates.

SUPPORTING ATTACHMENTS:

Deed of Dedication and Releases

DEED OF DEDICATION

This instrument prepared by: Stephan Lapping, Associate Assistant County Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the 26th day of August, 2020, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
<u>T.K.C.S.J.M. Harris, LLC</u> <u>4291 Dowd Road</u> <u>Carthage, NC 28327</u>	COUNTY OF MOORE , a political subdivision of the State of North Carolina P.O. Box 905 Carthage, NC 28327

WITNESSETH:

WHEREAS, Grantor is the owner and developer of a tract or parcel located in Mineral Springs Township, Moore County, North Carolina, known as "Gretchen Pines Estates II" containing lots numbered 1 through 12 (hereinafter referred to as the "Property"); and

WHEREAS, Grantor has caused to be installed water pipelines within Gretchen Road, a private right-of-way, the location of which is hereinafter described and referenced; and

WHEREAS, Grantor wishes to obtain water service from Grantee to the newly installed pipelines and to make water from Grantee's system available to individual owners; and

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution systems under the terms of which, among other things, in order to obtain water service, Grantor must convey title to the water distribution system to Grantee through an instrument of dedication acceptable to Grantee.

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water pipelines and connecting and incorporating those pipelines into the Grantee's system, Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water mains, equipment, and appurtenances installed or caused to be installed by the Grantor for a water distribution system constructed beneath or within the public rights-of-way of Love Grove Church Rd and Carthage Rd, and the private rights-of-way of Gretchen Rd and Awesome Trail, all located in West End, NC. The water mains connect with the Grantee's existing pipeline on Love Grove Church Rd at or near the intersection with Carthage Rd. The length of the new pipeline is approximately 1,350 linear feet of 8-inch PVC on Carthage Rd, 1,800 linear feet of 6-inch PVC on Gretchen Rd and Awesome Trail, and 1,000 linear feet of 2-inch PVC on Awesome Trail.

A perpetual and non-exclusive easement under, along, and upon the entire area of the Awesome Trail, a private right-of-way, as depicted in the plats recorded at Plat Cabinet 18, Slide 178 and Plat Cabinet 18, Slide 384, areas noted on the plat "utility easement" (the "Easement Area"), such utility easement to run with the land pursuant to "Gretchen Road Declaration" recorded in the Moore County Registry at Deed Book 5256, Page 280.

TO HAVE AND TO HOLD said property above described together with the privileges and appurtenances thereto belonging to Grantee forever subject to the conditions herein expressed.

Grantor does hereby covenant that it is seized of said personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever. Grantor warrants that the water mains, equipment, and apparatuses are properly located beneath or within the roads of the Gretchen Pines Subdivision.

Grantor warrants that the personal property is properly located beneath or within the right-of-way of roads maintained by the State of North Carolina. Additionally, the Grantor warrants that the installation has been approved and is in compliance with the encroachment agreement entered into between the State of North Carolina, the Grantor, and the Grantee, dated December 2, 2019

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year following the date first written above. Beginning August 26, 2020, Grantee will have 30 days, to inspect the personal property. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

****SIGNATURES APPEAR ON NEXT PAGE****

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

Steve Harris (Seal)
Grantor's Signature

STEVE HARRIS
Grantor's Name (Print)

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Harris personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a driving license, and he/she has acknowledged that he/she is the manager (title of office) of T.K.C.S.J.M. Harris, LLC, a North Carolina limited liability company, and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of T.K.C.S.J.M. Harris, LLC.

Witness my hand and official seal, this 26 day of August, 2020.

Virginia N. Harris
Signature of Notary Public

(NOTARY SEAL)

Virginia N. Harris
Printed Name of Notary Public

My Commission Expires: 6-20-25

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the ___ day of _____, 20__.

COUNTY OF MOORE

Chair's Signature
Moore County Board of Commissioners

Attest:

Clerk's Signature
Clerk to the Board

COUNTY OF MOORE

T.K.C.S.J.M. Harris, LLC, a North Carolina limited liability company, with an office and place of business located at 4291 Dowd Rd, Carthage, NC 28327 and conducting business in Moore County, North Carolina (the "Affiant"), being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Mineral Springs Township, Moore County, North Carolina, known as "Gretchen Estates II," containing lots numbered 1 through 12.
2. That it has caused to be installed water mains under and along the road right-of-ways for the property hereinafter described and referenced:

All water mains, equipment, and appurtenances installed or caused to be installed by the Grantor for a water distribution system constructed beneath or within the public rights-of-way of Love Grove Church Rd and Carthage Rd, and the private rights-of-way of Gretchen Rd and Awesome Trail, all located in West End, NC. The water mains connect with the Grantee's existing pipeline on Love Grove Church Rd at or near the intersection with Carthage Rd. The length of the new pipeline is approximately 1,350 linear feet of 8-inch PVC on Carthage Rd, 1,800 linear feet of 6-inch PVC on Gretchen Rd and Awesome Trail, and 1,000 linear feet of 2-inch PVC on Awesome Trail.

3. All the work which has been performed in the construction and installation of said water mains described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property, which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water mains installed therein which would in any way jeopardize title to the subdivision or the water mains located therein.

****SIGNATURES APPEAR ON NEXT PAGE****

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

Steve Harris (Seal)
Grantor's Signature

STEVE HARRIS
Grantor's Name (Print)

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Harris personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a drivers license, and he/she has acknowledged that he/she is the manager (title of office) of T.K.C.S.J.M. Harris, LLC, a North Carolina limited liability company, and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of T.K.C.S.J.M. Harris, LLC.

Witness my hand and official seal, this 26th day of August, 2020.

Virginia Harris
Signature of Notary Public

(NOTARY SEAL)

Virginia Harris
Printed Name of Notary Public

My Commission Expires: 6-20-25

RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore is willing to accept a Deed of Dedication of water pipelines from T.K.C.S.I.M. Harris, LLC (the "Developer"), as described in the Deed of Dedication. In exchange for County of Moore's acceptance and operation of the water pipelines, BSM Excavating and Grading, the contractor responsible for constructing the water pipelines (the "Contractor"), has executed this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to County of Moore is for the following property:

All water mains, equipment, and appurtenances installed or caused to be installed by the Grantor for a water distribution system constructed beneath or within the public rights-of-way of Love Grove Church Rd and Carthage Rd, and the private rights-of-way of Gretchen Rd and Awesome Trail, all located in West End, NC. The water mains connect with the Grantee's existing pipeline on Love Grove Church Rd at or near the intersection with Carthage Rd. The length of the new pipeline is approximately 1,350 linear feet of 8-inch PVC on Carthage Rd, 1,800 linear feet of 6-inch PVC on Gretchen Rd and Awesome Trail, and 1,000 linear feet of 2-inch PVC on Awesome Trail.

The property described above, which includes, but is not limited to, all water pipelines, equipment and apparatuses, shall hereinafter be referred to as the "Property."

The Contractor agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Contractor agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

For and in consideration of County of Moore, and County of Moore's agreement to operate the water system, the Contractor agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges County of Moore, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that the Contractor has or might have arising out of or in any way related to the Property and has submitted this separate Release and Lien Waiver forever releasing County of Moore from and against any and all claims, liens, demands, judgments or suits at law and equity, in connection with or related to the Property, effective as of the date this release is executed.

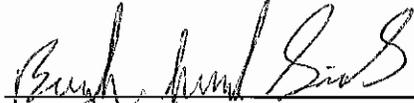
To the fullest extent permitted by laws and regulations, the Contractor agrees to indemnify and hold harmless County of Moore and its officials, agents, and employees from

and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to County of Moore.

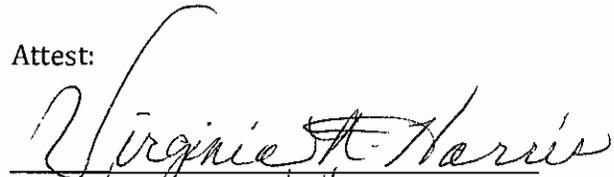
In addition to this Release and Waiver of All Claims and Liens, in exchange for County of Moore accepting the water pipelines, the Contractor will provide County of Moore with a one-year warranty on labor and repair of the water pipelines, equipment and apparatuses.

IN WITNESS WHEREOF, this Release and Waiver has been executed this 26 day of August, 2020

BSM Excavating and Grading


By: Brandon Michael Shuman (Print)

Attest:


By: Virginia N. Harris (Print)

III.F.
Agenda Item:
Meeting Date: September 1, 2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Transportation Director

DATE: August 10, 2020

SUBJECT: FY21 5311 Community Transportation Program
Grant Agreement

PRESENTER: Debra Ensminger

REQUEST:

Request the Board of County Commissioners to approve the FY21 5311 Community Transportation Program Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation.

BACKGROUND:

On September 17, 2019, the Board of Commissioners approved Moore County Transportation Services application request for FY21 5311 Community Transportation Grant in the amount of \$426,789.00. Admin amount is \$304,630.00 and Capital is \$122,159.00.

IMPLEMENTATION PLAN:

The FY21 5311 Community Transportation Grant Agreement will be returned to North Carolina Department of Transportation Public Transportation Division upon approval.

FINANCIAL IMPACT STATEMENT:

The FY21 5311 Community Transportation Grant admin funding is \$304,630.00. The admin funding includes: 80% Federal portion \$243,704.00, 5% State portion \$15,231.00 and a 15% local match of \$45,695.00. The FY21 5311 Community Transportation Grant capital funding is \$122,159.00. The capital funding includes: 80% Federal portion \$97,727.00, 10% State portion \$12,216.00 and a 10% local match of \$12,216.00. The local match portions will be covered through contract revenues.

RECOMMENDATION SUMMARY:

Make a motion to approve the FY21 5311 Community Transportation Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation and allow the Chairman to sign all associated documents pertaining to this request.

SUPPORTING ATTACHMENTS:

FY21 5311 Community Transportation Program Grant Agreement

FY21 5311 Community Transportation Program Grant Agreement

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 1, 2020

Mr. Frank Quis, Chairman
Moore County
P.O. Box 905
Carthage, North Carolina 28327-0905

RE: FY21 Community Transportation Program (Section 5311)
Project No. 21-CT-062
WBS Element No.: 36233.74.21.1 (Admin); 36233.74.21.3 / 36233.74.21.4 (Cap I / II)
Agreement No.: TBD
Period of Performance: 7/1/20-6/30/21

Dear Mr. Quis:

On February 6, 2020, the Board of Transportation approved your organization's request for an FY21 Community Transportation Grant in the amount of \$426,789. The agreement to be executed between Moore County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink that reads "Heather J. Hildebrandt".

Heather J. Hildebrandt
Interim Director

HH\mf

Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

MOORE COUNTY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT
PROGRAM**

Federal Award Identification

Agreement Number:

NCDOT Project Number: **21-CT-062**

Approved Indirect Cost Rate: **N/A**

FAIN Number(s): **NC-2019-038-01**

CFDA Number: **20.509**

DUNS Number: **050988146**

Total Amount of Award: **\$426,789**



Federal Funded Programs:

- 5303 Metropolitan Planning Grant**
- 5307 Urbanized Area Formula Grant**
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- 5311 Community Transportation Rural Formula Grant**
- 5311 Appalachian Development Transit Assistance Grant**
- 5311f Intercity Bus Grant**
- 5316 Job Access Reverse Commute Grant**
- 5317 New Freedom Grant**
- 5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **MOORE COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2020 to June 30, 2021**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **Moore County Transportation will use 5311 Administrative funds to fund administrative costs related to rural community transportation services. Capital funds will be used to purchase (1) raised roof van w/lift, (1) vehicle lettering & logo, (21) vehicle security surveillance equipment, and (2) micro portable projectors/laptops.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related

grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **FOUR HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS (\$426,789)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department’s maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.74.21.1	\$304,630	\$243,704	\$15,231	\$45,695
Agreement #				
Capital WBS	Capital I Total	Capital I Federal (80%)	Capital I State (10%)	Capital I Local (10%)
36233.74.21.3	\$65,765	\$52,612	\$6,576	\$6,576
Agreement#				
Capital WBS	Capital II Total	Capital II Federal (80%)	Capital II State (10%)	Capital II Local (10%)
36233.74.21.4	\$56,394	\$45,115	\$5,639	\$5,639
Agreement#				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$426,789	\$341,431	\$27,446	\$57,910

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

- b. Reimbursement Procedures.** The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.
 - iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds.** Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures.** In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures.** The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs.** Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient

is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreaking. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.
- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of

updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

- (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy

provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department’s Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word ‘None’ or the number ‘zero’ and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient’s proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Francis R. Quis, Jr.

Title: Chairman of the Board of Commissioners

Agency: County of Moore

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

Email: clerktoboard@moorecountync.gov

Phone: 910-947-6403

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

MOORE COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000322

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2021

BY:

TITLE:

CHAIRPERSON

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

Attachment

Certification Regarding Lobbying

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

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

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

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 21-CT-062
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 7/1/2020

PROJECT SPONSOR: MOORE COUNTY
 PROJECT DESCRIPTION: FY21 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATION -	36233.74.21.1				\$304,630
PERIOD OF PERFORMANCE JULY 01, 2020 - JUNE 30, 2021					
ARTMENT - 4523 CAPITAL I - ROLLING STOCK	36233.74.21.3				\$65,765
PERIOD OF PERFORMANCE JULY 01, 2020 - JUNE 30, 2021					
DEPARTMENT - 4523 CAPITAL I -					
SIGNAL & COMM EQUIP	36233.74.21.4				\$56,394
PERIOD OF PERFORMANCE JULY 01, 2020 - JUNE 30, 2021					

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
ADMINISTRATION -	36233.74.21.1	100%	80%	5%	15%
AGREEMENT #		\$304,630	\$243,704	\$15,231	\$45,695
		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL I - ROLLING	36233.74.21.3	100%	80%	10%	10%
STOCK		\$65,765	\$52,612	\$6,576	\$6,577
AGREEMENT #					
		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL II - SIGNAL &	36233.74.21.4	100%	80%	10%	10%
COMM EQUIPMENT		\$56,394	\$45,115	\$5,639	\$5,640
TOTAL		\$426,789	\$341,431	\$27,446	\$57,912

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 21-CT-062
SPONSOR: MOORE COUNTY
WBS: 36233.74.21.1

<u>DEPARTMENT 4521 - ADMINISTRATION</u>		<u>APPROVED BUDGET</u>
<u>TITLE - OBJECT</u>		
G121	SALARIES AND WAGES - FULL TIME	128,495
G125	SALARIES AND WAGES - PART TIME	21,791
G127	SALARIES AND WAGES - LONGEVITY	1,930
G181	Social Sec. Contrib.	11,645
G182	Retirement Contrib.	13,699
G183	Hosp. Ins. Contrib.	35,600
G186	Workers Comp Cont.	6,424
G189	Other Frng Benefits	4,566
G196	Drug & Alcohol Test Contract	700
G211	Janitorial Supplies	1,000
G212	Uniforms	3,500
G261	Office Sup & Mat.	1,500
G311	Travel	1,000
G312	Travel Subsis.	2,500
G321	Telephone Service	800
G325	Postage	500
G331	Electricity	725
G334	Water	475
G359	Other Rep & Maint.	1,500
G371	Mrktng.Paid Adv	5,180
G372	Promotional Items	500
G381	Comp Prog Ser	19,000
G395	Training-Employ Edu.	1,000
G452	Insurance-Vehicles	40,000
G491	Dues and Subscript	600
TOTAL ADMINISTRATION		\$304,630

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 21-CT-062
SPONSOR: MOORE COUNTY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET
DEPT. 4521 OBJECT CODE 121					
01	TRANS. MANAGER	01	100%	\$ 62,492	\$ 62,492
02	TRANS. OFFICE COOR.	01	100%	\$ 33,142	\$ 33,142
03	DIRECTOR	01	33%	\$ 99,573	\$ 32,859
TOTAL - OBJECT CODE 121					<u>\$ 128,493</u>
DEPT. 4521 OBJECT CODE 125					
01	OFFICE ASST. III	01	100%	\$ 21,791	\$ 21,791
TOTAL - OBJECT CODE 125					<u>\$ 21,791</u>
DEPT. 4521 OBJECT CODE 126					
TOTAL - OBJECT CODE 126					
TOTAL DEPT. 4521 SALARIES AND WAGES					<u><u>\$ 150,284</u></u>

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 21-CT-062
SPONSOR: MOORE COUNTY
WBS: 36233.74.21.3

DEPARTMENT 4523 - ROLLING STOCK

<u>OBJECT - TITLE</u>	<u>APPROVED BUDGET</u>
G548 Lift-Equip Conver Van Rpl	65,500
G591 Veh Lettering/Logos	<u>265</u>
TOTAL CAPITAL I	\$65,765

DEPARTMENT 4523 - CAPITAL II SIGNAL/COMM EQUIPMENT

<u>OBJECT - TITLE</u>	<u>APPROVED BUDGET</u>
G514 Micro Port Proj & Laptop	2,928
G596 Veh Security/Surv Eq	<u>53,466</u>
TOTAL CAPITAL II	\$56,394

TOTAL CAPITAL BUDGET \$122,159

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2021 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) C. Graham and seconded by (Board Member's Name or N/A, if not required) D. Ritter for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital budget Section 5310 program.

WHEREAS, County of Moore hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the Chair of the County of Moore Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I Laura Williams, Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the County of Moore Board of Commissioners duly held on the 17 day of September, 2019.



Laura Williams

Signature of Certifying Official

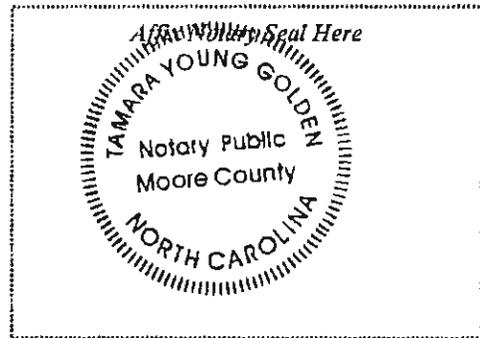
**Note that the authorized official, certifying official, and notary public should be three separate individuals.*

Seal Subscribed and sworn to me
(date)

September 18, 2019

Tamara Young Golden
Notary Public

Tamara Young Golden
230 Burke Rd. Charlotte NC 28327
Printed Name and Address



My commission expires
(date)

August 22, 2022

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5311 Rural Formula
FEDERAL

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. Starting in FY 2018, these resolutions are updated on a 5-year basis. The resolution is part of the grant application process. North Carolina’s coordinated approach to service delivery allows a single applicant within each designated service area.
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT’s Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and

PROGRAM SUMMARY SHEET REQUIREMENTS

	wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan PTD 5311 application overview and program material
UPDATES/REVISIONS	Original Date: 4/9/2018 Last Amended Date:

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: 25 August 2020

SUBJECT: Moore County Health Department for additional WIC Program FY 2020 funding, as well as the required WIC budget amendment.

PRESENTER: Robert R. Wittmann, MPH

REQUEST: That the Moore County Board of Commissioners authorizes the Moore County Health Director to sign and take the necessary steps to execute the enclosed Agreement Addendum for WIC Program FY 2021 funding in the amount of \$7,194.00 as well as the required WIC budget amendment.

BACKGROUND: The attached Agreement Addendum is for receipt of a grant of \$7,194.00 requiring Board of Commissioner approval to accept the funding and the accompanying budget amendment. The Original FY21 WIC grant amount is \$324,126 and Revision #2 adds time critical funding in the amount of \$7,194 for a revised FY21 WIC Grant total of \$331,320. The \$7,194 will be used via contract with Nutrition Plus for additional contract Nutritionists services for the WIC Program during the month of September 2020. The attached Agreement Addendum has been reviewed and approved by the Moore County Attorney's Office.

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Health Director will sign and take the necessary steps to execute the enclosed Agreement Addendum and the required WIC budget amendment.

FINANCIAL IMPACT STATEMENT: There will be no additional local funds required.

RECOMMENDATION SUMMARY: That the Moore County Board of Commissioners approves and authorizes the Moore County Health Director to sign and take the necessary steps to execute the enclosed Agreement Addendum for the WIC Program FY 2021 funding in the amount of (\$7,194.00) as well as the required WIC budget amendment.

SUPPORTING ATTACHMENTS: FY 2021 WIC Program Consolidated Agreement Addendum for WIC funding in the amount of \$7,194.00, staff report, as well as the required WIC budget amendment

Division of Public Health

Agreement Addendum

FY 20-21

Moore County Health Department
Local Health Department Legal Name

Women's and Children's Health Section /
 Nutrition Services Branch
DPH Section / Branch Name

403 WIC
Activity Number and Description

Lisa D. Dupree, (919) 707-5807
 Lisa.Dupree@dhhs.nc.gov
DPH Program Contact
 (name, phone number, and email)

06/01/2020 – 05/31/2021
Service Period

DPH Program Signature **Date**
 (only required for a negotiable agreement addendum)

07/01/2020 – 06/30/2021
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 2

I. Background:
 No change.

II. Purpose:
 This Agreement Addendum Revision #2 provides additional funds to reinstate for this FY20-21 Agreement Addendum the base caseload that existed in the FY19-20 Agreement Addendum. This base caseload increase allows the Local Health Department to serve additional participants from June through September. These additional funds will further enhance their ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. Scope of Work and Deliverables:
 No change.

IV. Performance Measures/Reporting Requirements:
As of June 1, 2020, this Agreement Addendum, Revision #2 replaces Paragraph A in its entirety with the following:

- A. Maintain active participation in the WIC Program, which is at least 97% of the base caseload.
 - 1. From June 1, 2020 through September 30, 2020, the base caseload for the Local Health Department's local WIC agency has been updated and is provided in this Agreement Addendum Revision #2's Attachment A-1.

Health Director Signature	(use blue ink)	Date						
<table border="0" style="width: 100%;"> <tr> <td style="width: 35%;">Local Health Department to complete:</td> <td>LHD program contact name: _____</td> </tr> <tr> <td>(If follow-up information is needed by DPH)</td> <td>Phone number with area code: _____</td> </tr> <tr> <td></td> <td>Email address: _____</td> </tr> </table>			Local Health Department to complete:	LHD program contact name: _____	(If follow-up information is needed by DPH)	Phone number with area code: _____		Email address: _____
Local Health Department to complete:	LHD program contact name: _____							
(If follow-up information is needed by DPH)	Phone number with area code: _____							
	Email address: _____							

2. From October 1, 2020 through May 31, 2021, the base caseload for the Local Health Department's local WIC agency is provided in the original Agreement Addendum's Attachment A. The base caseload may be adjusted for increased participation at a later date as funding permits, and if it does there will be an additional Agreement Addendum Revision for it.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

As of June 1, 2020, this Agreement Addendum Revision #2 adds Paragraph 7, as follows:

7. Additional funds have been placed in the 'Client Services' category of the WIC budget. This funding is delineated by the code "GA" and shall be to serve additional WIC participants during the period of June 1, 2020 through September 30, 2020. If the Local Health Department chooses to further distribute funds among the four WIC activities, adhering to threshold requirements, it may do so by completing a budgetary realignment request and submitting it to the Nutrition Services Branch's State Office.

SFY 20-21 Base Caseload

ATTACHMENT A-1

Agency Name	SFY 20-21 Base	SFY 20-21 97% of Base	Agency Name	SFY 20-21 Base	SFY 20-21 97% of Base
Alamance	3,769	3,656	Johnston	3,529	3,423
Albemarle Regional	3,441	3,338	Jones	228	221
Alexander	718	696	Lee	1,729	1,677
Anson	778	755	Lenoir	1,967	1,908
Appalachian District	1,523	1,477	Lincoln	1,557	1,510
Beaufort	1,396	1,354	Lincoln Comm Health Center	6,628	6,429
Bladen	1,066	1,034	Macon	907	880
Brunswick	2,486	2,411	Madison	404	392
Buncombe	4,069	3,947	Mecklenburg	18,904	18,337
Burke	2,285	2,216	Montgomery	839	814
Cabarrus	2,976	2,887	Moore	1,746	1,694
Caldwell	1,669	1,619	M-T-W District	1,231	1,194
Carteret	1,225	1,188	Nash	2,785	2,701
Caswell	527	511	New Hanover	3,147	3,053
Catawba	3,694	3,583	Northampton	489	474
Cherokee	704	683	Onslow	7,278	7,060
Clay	243	236	Pamlico	290	281
Cleveland	2,692	2,611	Pender	1,457	1,413
Columbus	1,590	1,542	Person	94	91
CommWell Health	924	896	Piedmont Health Services	4,669	4,529
Craven	2,900	2,813	Pitt	4,309	4,180
Cumberland	12,763	12,380	Polk	219	212
Dare	586	568	Randolph	3,193	3,097
Davidson	3,225	3,128	Richmond	1,793	1,739
Davie	811	787	Robeson	4,113	3,990
Duplin	2,088	2,025	Rockingham	2,002	1,942
Edgecombe	1,751	1,698	Rowan	2,430	2,357
Forsyth	8,352	8,101	Sampson	1,803	1,749
Franklin	1,131	1,097	Scotland	1,634	1,585
Gaston	3,949	3,831	Stanly	1,470	1,426
Graham	291	282	Stokes	847	822
Granville-Vance	2,624	2,545	Surry	1,651	1,601
Greene	672	652	Swain	305	296
Guilford	12,133	11,769	Toe River District	1,233	1,196
Halifax	1,582	1,535	Transylvania	589	571
Harnett	3,150	3,056	Union	3,104	3,011
Haywood	1,245	1,208	Wake	14,624	14,185
Henderson	1,958	1,899	Warren	508	493
Hoke	1,877	1,821	Wayne	4,207	4,081
Hyde	101	98	Wilkes	1,663	1,613
Iredell	3,247	3,150	Wilson	2,537	2,461
Jackson	791	767	Yadkin	988	958
			Total	222,917	216,229

DPH-Aid-To-Counties

For Fiscal Year: 20/21

Budgetary Estimate Number : 4

Activity 403	AA	13A2 5403 GA	13A2 5403 GB	13A2 5404 GA	13A2 5404 GB	13A2 5405 GA	13A2 5405 GB	13A2 5409 GA	13A2 5409 GB	Proposed Total	New Total
Service Period		06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31		
Payment Period		07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30	07/01-10/31	11/01-06/30		
01 Alamance		0	0	0	0	0	0	0	0	0	746,262
D1 Albemarle		0	0	0	0	0	0	0	0	0	785,874
02 Alexander	* 2	1,716	0	0	0	0	0	0	0	1,716	138,732
04 Anson	* 2	5,544	0	0	0	0	0	0	0	5,544	142,956
D2 Appalachian		0	0	0	0	0	0	0	0	0	314,260
07 Beaufort	* 2	6,534	0	0	0	0	0	0	0	6,534	289,823
09 Bladen	* 2	6,600	0	0	0	0	0	0	0	6,600	209,868
10 Brunswick	* 2	7,986	0	0	0	0	0	0	0	7,986	541,603
11 Buncombe		0	0	0	0	0	0	0	0	0	838,404
12 Burke	* 2	12,672	0	0	0	0	0	0	0	12,672	436,551
13 Cabarrus		0	0	0	0	0	0	0	0	0	657,413
14 Caldwell		0	0	0	0	0	0	0	0	0	377,376
16 Carteret	* 2	6,402	0	0	0	0	0	0	0	6,402	239,284
17 Caswell	* 2	1,980	0	0	0	0	0	0	0	1,980	100,386
18 Catawba	* 2	12,210	0	0	0	0	0	0	0	12,210	706,992
19 Chatham		0	0	0	0	0	0	0	0	0	0
20 Cherokee	* 2	3,762	0	0	0	0	0	0	0	3,762	186,808
22 Clay	* 2	66	0	0	0	0	0	0	0	66	50,938
23 Cleveland		0	0	0	0	0	0	0	0	0	562,095
24 Columbus	* 2	13,926	0	0	0	0	0	0	0	13,926	292,343
25 Craven	* 2	21,780	0	0	0	0	0	0	0	21,780	530,859
26 Cumberland	* 2	80,124	0	0	0	0	0	0	0	80,124	2,366,826
28 Dare	* 2	2,310	0	0	0	0	0	0	0	2,310	125,172
29 Davidson	* 2	10,098	0	0	0	0	0	0	0	10,098	630,308
30 Davie	* 2	4,686	0	0	0	0	0	0	0	4,686	151,206
31 Duplin	* 2	9,042	0	0	0	0	0	0	0	9,042	433,239
32 Durham		0	0	0	0	0	0	0	0	0	0
33 Edgecombe	* 2	9,834	0	0	0	0	0	0	0	9,834	327,030
D7 Foothills		0	0	0	0	0	0	0	0	0	560,077
34 Forsyth	* 2	33,066	0	0	0	0	0	0	0	33,066	1,633,350
35 Franklin		0	0	0	0	0	0	0	0	0	267,270
36 Gaston		0	0	0	0	0	0	0	0	0	794,772
38 Graham		0	0	0	0	0	0	0	0	0	61,380
D3 Gran-Vance	* 2	2,046	0	0	0	0	0	0	0	2,046	563,836
40 Greene		0	0	0	0	0	0	0	0	0	162,875
41 Guilford		0	0	0	0	0	0	0	0	0	2,465,829
42 Halifax	* 2	924	0	0	0	0	0	0	0	924	351,253
43 Harnett	* 2	25,410	0	0	0	0	0	0	0	25,410	583,082
44 Haywood	* 2	4,752	0	0	0	0	0	0	0	4,752	237,006
45 Henderson	* 2	14,982	0	0	0	0	0	0	0	14,982	390,706
46 Hertford		0	0	0	0	0	0	0	0	0	0
47 Hoke	* 2	11,088	0	0	0	0	0	0	0	11,088	349,470
48 Hyde	* 2	858	0	0	0	0	0	0	0	858	19,321
49 Iredell	* 2	9,636	0	0	0	0	0	0	0	9,636	625,480
50 Jackson		0	0	0	0	0	0	0	0	0	188,451
51 Johnston		0	0	0	0	0	0	0	0	0	785,362
52 Jones	* 2	1,452	0	0	0	0	0	0	0	1,452	44,847
53 Lee	* 2	4,356	0	0	0	0	0	0	0	4,356	338,460
54 Lenoir	* 2	1,716	0	0	0	0	0	0	0	1,716	414,226
55 Lincoln		0	0	0	0	0	0	0	0	0	314,743
56 Macon		0	0	0	0	0	0	0	0	0	187,506
57 Madison	* 2	3,102	0	0	0	0	0	0	0	3,102	85,146
D4 M-T-W		0	0	0	0	0	0	0	0	0	258,127
60 Mecklenburg	* 2	78,144	0	0	0	0	0	0	0	78,144	3,812,796
62 Montgomery	* 2	462	0	0	0	0	0	0	0	462	176,792
63 Moore	* 2	7,194	0	0	0	0	0	0	0	7,194	331,320
64 Nash		0	0	0	0	0	0	0	0	0	555,595

65 New Hanover	*	2	22,308	0	0	0	0	0	0	0	22,308	580,604
66 Northampton	*	2	1,716	0	0	0	0	0	0	0	1,716	104,139
67 Onslow	*	2	67,584	0	0	0	0	0	0	0	67,584	1,305,876
68 Orange			0	0	0	0	0	0	0	0	0	0
69 Pamlico	*	2	1,122	0	0	0	0	0	0	0	1,122	55,176
71 Pender	*	2	6,666	0	0	0	0	0	0	0	6,666	284,676
73 Person			0	0	0	0	0	0	0	0	0	192,770
74 Pitt			0	0	0	0	0	0	0	0	0	866,721
75 Polk	*	2	1,518	0	0	0	0	0	0	0	1,518	44,880
76 Randolph	*	2	8,646	0	0	0	0	0	0	0	8,646	639,001
77 Richmond	*	2	2,640	0	0	0	0	0	0	0	2,640	356,834
78 Robeson	*	2	33,462	0	0	0	0	0	0	0	33,462	761,499
79 Rockingham			0	0	0	0	0	0	0	0	0	417,822
80 Rowan			0	0	0	0	0	0	0	0	0	493,524
D5 R-P-M			0	0	0	0	0	0	0	0	0	0
82 Sampson	*	2	13,134	0	0	0	0	0	0	0	13,134	384,499
83 Scotland	*	2	12,210	0	0	0	0	0	0	0	12,210	312,130
84 Stanly			0	0	0	0	0	0	0	0	0	297,264
85 Stokes	*	2	5,148	0	0	0	0	0	0	0	5,148	159,487
86 Surry	*	2	3,300	0	0	0	0	0	0	0	3,300	339,252
87 Swain	*	2	198	0	0	0	0	0	0	0	198	68,280
D6 Toe River	*	2	3,894	0	0	0	0	0	0	0	3,894	240,184
88 Transylvania	*	2	3,366	0	0	0	0	0	0	0	3,366	112,790
90 Union	*	2	18,348	0	0	0	0	0	0	0	18,348	616,831
92 Wake	*	2	3,630	0	0	0	0	0	0	0	3,630	2,976,798
93 Warren	*	2	2,508	0	0	0	0	0	0	0	2,508	112,305
96 Wayne	*	2	18,018	0	0	0	0	0	0	0	18,018	819,731
97 Wilkes			5,148	0	0	0	0	0	0	0	5,148	331,859
98 Wilson	*	2	7,656	0	0	0	0	0	0	0	7,656	499,180
99 Yadkin			0	0	0	0	0	0	0	0	0	196,812
Totals			658,680	0	0	0	0	0	0	0	658,680	42,312,610

Sign and Date - WIC Program Administrator <i>Kim Lovenduski</i> 6/25/2020	Sign and Date - WIC Section Chief <i>Sarah Dozier</i> 6/25/2020
Sign and Date - WIC Contracts Office <i>Steph Stuart</i> 6/25/2020	Sign and Date - WIC Budget Officer <i>Pamela J Allen</i> 6/25/2020
0E77B6ADDE334A7...	DocuSigned by: <i>Brenda Barrett</i> 6/25/2020 1AE80C5862F2467...

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 10.557 Federal awd date: 10/1/18 Is award R&D? no FAIN: 195NC705W1003 Total amount of fed awd: \$ Dollars only

CFDA Special Supplemental Nutrition Program for name: Women, Infants and Children
 Fed award project description: Women, Infants & Children (2 Year)
 Fed awarding agency: USDA, Food and Nutrition Service
 Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	\$746,262	Jackson	019728518	=	\$188,451
Albemarle	130537822	=	\$785,874	Johnston	097599104	=	\$785,362
Alexander	030495105	1,716	\$138,732	Jones	095116935	1,452	\$44,847
Anson	847163029	5,544	\$142,956	Lee	067439703	4,356	\$338,460
Appalachian	780131541		\$314,260	Lenoir	042789748	1,716	\$414,226
Beaufort	091567776	6,534	\$289,823	Lincoln	086869336	=	\$314,743
Bladen	084171628	6,600	\$209,868	Macon	070626825	=	\$187,506
Brunswick	091571349	7,986	\$541,603	Madison	831052873	3,102	\$85,146
Buncombe	879203560	=	\$838,404	MTW	087204173	=	\$258,127
Burke	883321205	12,672	\$436,551	Mecklenburg	074498353	78,144	\$3,812,796
Cabarrus	143408289	=	\$657,413	Montgomery	025384603	462	\$176,792
Caldwell	948113402	=	\$377,376	Moore	050988146	7,194	\$331,320
Carteret	058735804	6,402	\$239,284	Nash	050425677	=	\$555,595
Caswell	077846053	1,980	\$100,386	New Hanover	040029563	22,308	\$580,604
Catawba	083677138	12,210	\$706,992	Northampton	097594477	1,716	\$104,139
Chatham	131356607	=	=	Onslow	172663270	67,584	\$1,305,876
Cherokee	130705072	3,762	\$186,808	Orange	139209659	=	=
Clay	145058231	66	\$50,938	Pamlico	097600456	1,122	\$55,176
Cleveland	879924850		\$562,095	Pender	100955413	6,666	\$284,676
Columbus	040040016	13,926	\$292,343	Person	091563718	=	\$192,770
Craven	091564294	21,780	\$530,859	Pitt	080889694	=	\$866,721
Cumberland	123914376	80,124	\$2,366,826	Polk	079067930	1,518	\$44,880
Dare	082358631	2,310	\$125,172	Randolph	027873132	8,646	\$639,001
Davidson	077839744	10,098	\$630,308	Richmond	070621339	2,640	\$356,834
Davie	076526651	4,686	\$151,2069	Robeson	082367871	33,462,	\$761,499
Duplin	095124798	9,042	\$433,239	Rockingham	077847143	=	\$417,822
Durham	088564075	=	=	Rowan	074494014	=	\$493,524
Edgecombe	093125375	9,834	\$327,030	Sampson	825573975	13,134	\$384,499
Foothills	782359004	=	\$560,077	Scotland	091564146	12,210	\$312,130
Forsyth	105316439	33,066	\$1,633,350	Stanly	131060829	=	\$297,264
Franklin	084168632	=	\$267,270	Stokes	085442705	5,148	\$159,487
Gaston	071062186	=	\$794,772	Surry	077821858	3,300	\$339,252
Graham	020952383	=	\$61,380	Swain	146437553	198	\$68,280
Granville-Vance	063347626	2,046	\$563,836	Toe River	113345201	3,894	\$240,184
Greene	091564591	=	\$162,875	Transylvania	030494215	\$3,366	\$112,790
Guilford	071563613	=	\$2,465,829	Union	079051637	18,348	\$616,831
Halifax	014305957	924	\$351,253	Wake	019625961	3,630	\$2,976,798
Harnett	091565986	25,410	\$583,082	Warren	030239953	2,508	\$112,305
Haywood	070620232	4,752	\$237,006	Wayne	040036170	18,018	\$819,731
Henderson	085021470	14,982	\$390,706	Wilkes	067439950	5,148	\$331,859
Hoke	091563643	11,088	\$349,470	Wilson	075585695	7,656	\$499,180
Hyde	832526243	858	\$19,321	Yadkin	089910624	=	\$196,812
Iredell	074504507	9,636	\$625,480				

Agenda Item:

Meeting Date: September 1, 2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technology Director

DATE: August 24, 2020

SUBJECT: Microsoft Enterprise Agreement Amendment - BAA

PRESENTER: Chris Butts

REQUEST:

Requesting the Board of Commissioners approve the Business Associate Agreement (BAA) with Microsoft in order to store HIPAA information within Microsoft cloud services environment.

BACKGROUND:

HIPAA regulations require that covered entities and their business associates — in this case, Microsoft when it provides services, including cloud services, to covered entities — enter into contracts to ensure that those business associates will adequately protect PHI. These contracts, or BAAs, clarify and limit how the business associate can handle PHI, and set forth each party's adherence to the security and privacy provisions set forth in HIPAA and the HITECH Act. Once a BAA is in place, Microsoft customers — covered entities — can use its services to process and store PHI.

IMPLEMENTATION PLAN:

Once this agreement is in place this will allow the county to store HIPAA information within the Microsoft Office 365 environment. This will help improve and streamline many processes as we migrate them to the Office 365 environment.

FINANCIAL IMPACT STATEMENT:

There is no additional funding needed for this agreement.

RECOMMENDATION SUMMARY:

The staff recommends the board approve and authorize the chairman to sign the BAA with Microsoft.

SUPPORTING ATTACHMENTS:

HIPAA Business Associate Agreement
Microsoft Program Signature Form
Microsoft Alternative Acceptance Form
Executed Microsoft/SHI Enterprise Agreement

HIPAA Business Associate Agreement

If Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer Data or FastTrack Data, execution of a license agreement that includes the Online Services Terms (“Agreement”) will incorporate the terms of this HIPAA Business Associate Agreement (“BAA”) into that Agreement. If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

1. **Definitions.**

Except as otherwise defined in this BAA, capitalized terms shall have the definitions set forth in HIPAA, and if not defined by HIPAA, such terms shall have the definitions set forth in the Agreement.

“Breach Notification Rule” means the Breach Notification for Unsecured Protected Health Information Final Rule.

“Business Associate” shall have the same meaning as the term “business associate” in 45 CFR § 160.103 of HIPAA.

“Covered Entity” shall have the same meaning as the term “covered entity” in 45 CFR § 160.103 of HIPAA.

“Customer”, for this BAA only, means Customer and its Affiliates.

“FastTrack Data” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by or on behalf of Customer for Microsoft’s performance of the FastTrack Services.

“FastTrack Services” means the onboarding and migration services for Office 365 Services specified as being in scope for this BAA on the FastTrack Center BAA site at <http://aka.ms/FastTrackBAA> (or successor site) that are provided to Customer by Microsoft in connection with Customer’s subscription for Office 365 Services, excluding services that are performed using third-party software or software that is not hosted by Microsoft.

“HIPAA” collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

“Microsoft Online Services”, for this BAA only, means Office 365 Services, Microsoft Azure Core Services, Microsoft Dynamics 365 Core Services, Microsoft Intune Online Services, Microsoft Power Platform Core Services, and/or Microsoft Cloud App Security, each as defined in the “Data Protection Terms” section of the Online Services Terms incorporated into the Agreement; Microsoft Healthcare Bot; and any additional Azure online services and U.S. Government online services listed as in scope for this BAA on the Microsoft Trust Center at <https://www.microsoft.com/en-us/trustcenter/Compliance/HIPAA> (or successor site); excluding Previews.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer (a) through the use of the Microsoft Online Services or (b) for Microsoft’s performance of the FastTrack Services.

“Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information.

2. *Permitted Uses and Disclosures of Protected Health Information.*

- a. Performance of the Agreement for Microsoft Online Services.** Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Agreement; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted under paragraph b of this Section.
- b. Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this BAA, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

3. *Responsibilities of the Parties with Respect to Protected Health Information.*

- a. Microsoft’s Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:
 - (i) Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Agreement and/or this BAA or as otherwise Required by Law. Microsoft shall not disclose, capture, maintain, scan, index, transmit, share or Use Protected Health Information for any activity not authorized under the Agreement and/or this BAA. Neither Microsoft Online Services nor FastTrack Services shall use Protected Health Information for any advertising, Marketing or other commercial purpose of Microsoft or any third party. Microsoft shall not violate the HIPAA prohibition on the sale of Protected Health Information. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
 - (ii) Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this BAA; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

- (iii) **Reporting.** Microsoft shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this BAA of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than five (5) business days after Microsoft's determination of a Breach. Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations.

For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this BAA by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

- (iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule. Microsoft remains responsible for its Subcontractors' compliance with obligations in this BAA.
- (v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges. Microsoft shall respond to any such request from the Secretary in accordance with the Section titled "Disclosure of Customer Data" in the Agreement.
- (vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.
- (vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall within fifteen (15) days make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment

in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

- (viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall within fifteen (15) days make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.
- (ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. Customer Responsibilities.

- (i) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).
- (ii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this BAA may be made electronically. Customer shall provide contact information as follows (or as Microsoft may specify from time to time): (1) the Azure Security Center for Microsoft Azure Core Services, (2) MSO-HIPAA@microsoft.com for other Azure or U.S. Government online services in scope for this BAA, and (3) the Message Center in the Admin Center for other Microsoft Online Services. Contact information (a) for Microsoft Azure Core Services must include the security contact information required on the Azure Security Center, (b) for other Azure or U.S. Government online services in scope for this BAA must include name of individual(s) to be contacted, title of individual(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, Customer's contract number, subscriber identification number, and Microsoft Online Direct Routing Domain (MODRD) (e.g. "contoso.onmicrosoft.com"), and (c) for other Microsoft Online Services must include information required for the Message Center Privacy reader role in the Admin Center. Customer shall ensure that such contact information remains up to date during the term of this BAA. Failure to submit and maintain as current the aforementioned contact information may delay Microsoft's ability to provide Breach notification under this BAA.
- (iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:
 - 1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel through a technical support request or to community support forums; and (2) Customer's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data or FastTrack Data once it is sent to or from Customer outside Microsoft Online Services or FastTrack Services over the public Internet, or if Customer fails to

follow applicable instructions regarding physical media transported by a common carrier.

- 2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services or uses in connection with the FastTrack Services.

4. *Applicability of BAA.*

This BAA is applicable to Microsoft Online Services and FastTrack Services. Microsoft may, from time to time, (a) include additional Microsoft online services on the Microsoft Trust Center and/or in the “Data Protection Terms” section of the Online Services Terms incorporated into the Agreement or additional FastTrack Services on the FastTrack Center BAA site, and (b) update the definition of Microsoft Online Services and FastTrack Services in this BAA accordingly, and such updated definitions will apply to Customer without additional action by Customer. It is Customer’s obligation to not store or process in an online service, or provide to Microsoft for performance of a professional service, protected health information (as that term is defined in 45 CFR § 160.103 of HIPAA) until this BAA is effective as to the applicable service.

5. *Term and Termination.*

- a. **Term.** This BAA shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer’s Agreement.
- b. **Termination for Breach.** Upon written notice, either Party immediately may terminate the Agreement and this BAA if the other Party is in material breach or default of any obligation in this BAA. Either party may provide the other a thirty (30) calendar day period to cure a material breach or default within such written notice.
- c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this BAA, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Agreement. If it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this BAA, then Microsoft shall extend the protections of this BAA, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

6. *Miscellaneous.*

- a. **Interpretation.** The Parties intend that this BAA be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this BAA conflicts with the Agreement, all other terms and conditions of the Agreement remain unchanged. Any captions or headings in this BAA are for the convenience of the Parties and shall not affect the interpretation of this BAA.
- b. **BAAs; Waiver.** This BAA may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.

- c. **No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything in this BAA confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- d. **Severability.** In the event that any provision of this BAA is found to be invalid or unenforceable, the remainder of this BAA shall not be affected thereby, but rather the remainder of this BAA shall be enforced to the greatest extent permitted by law.
- e. **No Agency Relationship.** It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Customer and Microsoft under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this BAA shall be construed to make or render Microsoft an agent of Customer.

Program Signature Form

MBA/MBSA number

Agreement number

01E73421

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M176(85405616)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Moore Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Alternative Acceptance Form (Microsoft Only)

Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft has implemented steps to protect personnel and the communities in which they live and work, including conducting business from remote locations and/or using different processes. As a result, Microsoft is utilizing this Alternative Acceptance Form in place of signing a Program Signature Form.

Microsoft's authorized representative is accepting the contract documents shown on the Program Signature Form bearing the Proposal ID shown below ("Contract Documents") by typing their name and entering the date of acceptance on this Alternative Acceptance Form. The Agreement Effective Date shown below is the Agreement Effective Date shown on the Program Signature Form.

For the purposes of this Alternative Acceptance Form, "Customer" means the Customer entity identified on the Program Signature Form bearing the same Proposal ID that appears on this form, and "Microsoft" means the Microsoft entity or entities identified below on this form.

MBA/MBSA number:	
Agreement number:	01E73421
Enrollment number:	85405616
Proposal ID:	
Opportunity ID (if applicable):	M176
Agreement Effective Date:	
Customer Name:	County of Moore

To indicate Microsoft's agreement, Microsoft's duly authorized representative will complete this form by entering their name and the date of Microsoft's acceptance below. Upon completion of this form, Microsoft agrees that it (1) has received, read and understands this Alternative Acceptance Form, the Program Signature Form, and all Contract Documents, including any websites or documents incorporated by reference and any amendments, and (2) agrees to be bound by the terms of all such documents, as of the Agreement Effective Date. This Alternative Acceptance Form, when completed, will be incorporated into the Agreement noted above.

Acceptance by Microsoft	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
Name of Microsoft authorized representative:	Shirley Snyder Customer Care Specialist
Acceptance date:	August 21, 2020
<p><i>The above person is duly authorized on behalf of Microsoft to accept these Contract Documents. Microsoft will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.</i></p>	

Optional Confirmation of Acceptance on Customer Request

Once Microsoft returns to its normal business processes, if Customer requests a Microsoft signature, an authorized representative of Microsoft will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Microsoft Confirmation of Acceptance	
Enter applicable Microsoft Affiliate: <choose one>	
By signature of its duly authorized representative below, Microsoft hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	
Printed First and Last Name:	print your complete name
Printed Title:	print your title
Signature Date:	enter the date you signed this form



Program Signature Form

MBA/MBSA number		309228
Agreement number	01E73421	

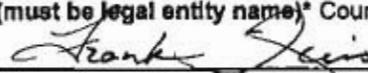
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

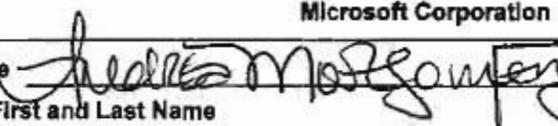
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Enterprise Amendment	M97 (NEW)
Product Selection Form	0866925.004 PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Moore
Signature*	
Printed First and Last Name*	Frank Davis
Printed Title	Chairman
Signature Date*	8/20/19
Tax ID	

* Indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	Andrea Montgomery
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	


Microsoft
 Microsoft Corporation
AUG 06 2019
 Andrea Montgomery
 Duly Authorized on behalf of
 Microsoft Corporation

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

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** Indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** Indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Nell Road, Suite 210
Reno, Nevada 89511-1137
USA

Proposal ID

0866925.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	466	466	1.0	No	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Core CAL Bridge for Office 365 From SA	466
Office 365 Plans	
O365 GCC E1	69
O365 GCC E3	400

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	400	466	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below.	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	85405616	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	77117271		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment.

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Moore

Contact name* First Chris Last Butts

Contact email address* cbutts@moorecountync.gov

Street address* 206 S Ray St

City* Carthage

State/Province* NC

Postal code* 28327-8922-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 910-947-7100

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked)

Contact name* First Chris Last Butts
Contact email address* cbutts@moorecountync.gov
Street address* 206 S Ray St
City* Carthage
State/Province* NC
Postal code* 28327-8922-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 910-947-7100

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Chris Last Butts
Contact email address* cbutts@moorecountync.gov
Phone* 910-947-7100
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp
Street address (P.O. boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Amanda Bongiovi
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <u>Amanda Bongiovi</u>
Printed name* Amanda Bongiovi
Printed title* Contract Specialist
Date* 8/7/19

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Pricing Proposal
 Quotation #: 16755726
 Created On: 3/1/2019
 Valid Until: 7/31/2019

County of Moore

Inside Account Executive

Chris Butts

United States
 Phone: (910) 947-6306 Ext.7100
 Fax:
 Email: cbutts@moorecountync.gov

Christopher Heroux

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 800-477-6479
 Fax: 732-564-8224
 Email: christopher_heroux@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server - License & software assurance - 1 device CAL - Select Plus - Single Language Microsoft - Part#: R18-00129	255	\$38.00	\$9,690.00

*Tax \$0.00
 Total \$9,690.00

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal
 Quotation #: 17443736
 Created On: 7/17/2019
 Valid Until: 7/31/2019

County of Moore

Inside Account Executive

Chris Butts
 United States
 Phone: (910) 947-6306 Ext.7100
 Fax:
 Email: cbutts@moorecountync.gov

Christopher Heroux
 290 Davidson Ave,
 Somerset, NJ 08873
 Phone: 800-477-6479
 Fax: 732-564-8224
 Email: christopher_heroux@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CoreCALBridgeO365FromSA ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12416	466	\$16.31	\$7,600.46
2 O365GCCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002	66	\$78.62	\$5,188.92
3 O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894	400	\$216.22	\$86,488.00
4 O365GCCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001	255	\$39.31	\$10,024.05
5 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504	1	\$712.53	\$712.53
6 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292	20	\$576.58	\$11,531.60
7 VisioPro ALNG SA MVL Microsoft - Part#: D87-01159	3	\$99.10	\$297.30
8 SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198	8	\$18.01	\$144.08
9 WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278	40	\$124.49	\$4,979.60
10 WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270	32	\$18.01	\$576.32

*Tax \$0.00
 Total \$127,542.86

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager
DATE: August 10, 2020
SUBJECT: Contract Amendment No. 1 – Harrod and Assoc. Constructors, Inc
PRESENTER: Rich Smith, Capital Projects Manager

REQUEST:

This is a request to review, approve, and execute the attached amendment with Harrod and Assoc. Constructors, Inc. for the Parks and Recreation Project, Hillcrest Park Moore County, NC

BACKGROUND:

Harrod Constructors, Inc. were chosen to construct the new proposed Parks and Recreation Athletic Building. Upon land clearing for the site it was determined that too many trees would need to be removed next to the new splash pad in order to install a large stormwater pipe designed on the plan. The removal of said trees would leave the splash pad exposed to the full afternoon sun taking away the cool shaded area for citizens. This fee was to install the storm water line in a new designed route to save these critical shade trees.

IMPLEMENTATION PLAN:

Execute contract, install the new proposed storm water line and manholes.

FINANCIAL IMPACT STATEMENT:

Total Cost \$15,558.78 as stated in attached Exhibit “A.” Current Contract fee of \$5,350,411.00 to be revised to **\$5,365,969.78**.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached Contract Amendment No. 1 with Harrod and Assoc. Constructors, Inc. and authorize the chair to sign the same.

SUPPORTING ATTACHMENTS:

Contract Amendment

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment"), is made this 9th day of July, 2020, between the County of Moore (the "County") and Harrod and Assoc. Constructors, Inc. (the "Contractor").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on July 16, 2019, which was for the construction of the Hillcrest park Recreation Center (the "Original Agreement"); and

WHEREAS, due to the need to re-route a run of storm sewer line at the sports complex, the County and Contractor now desire to amend the Original Agreement to increase the not to exceed amount by \$15,558.78 from \$5,350,411.00 to \$5,365,969.78.

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

1. The second sentence of Article 4 Contract Sum will be amended to read, "The Contract Sum shall be **Five Million Three Hundred Sixty Five Thousand Nine Hundred Sixty Nine dollars and Seventy Eight cents (\$5,365,969.78)**, subject to additions and deductions as provided in the Contract Documents"
2. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

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

COUNTY OF MOORE

HARROD AND ASSOC. CONSTRUCTORS,
INC.

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

Keith R. Harrod, 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.

Finance Officer

IV . A .
Agenda Item:
Meeting Date: 09/01/2020

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 08/24/2020
SUBJECT: Resolution to Honor Lorena Allen

REQUEST:

Adopt resolution to honor Lorena Allen for her 110th birthday.

BACKGROUND:

Ms. Allen, a resident of Tara Plantation in Carthage, recently celebrated her 110th birthday.

IMPLEMENTATION PLAN:

The resolution will be provided to Ms. Allen and her family.

RECOMMENDATION SUMMARY:

Make a motion to adopt a Resolution to Honor Lorena Allen for her 110th Birthday.

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director
DATE: August 24, 2020
SUBJECT: Quarterly Fiscal Report – Sandhills Center of MH/DD/SAS
PRESENTER: Caroline L. Xiong, Finance Director

REQUEST:

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2020.

BACKGROUND:

North Carolina General Statutes [122C-117(c)] requires Area Mental Health Directors and Finance Officers to provide quarterly reports of the area authority to each board member of County Commissioners. The 2006 General Assembly changed the statute to require the County Finance Officer to provide the quarterly report to the Board of County Commissioners at the regularly scheduled meeting of the Board Following the end of the quarter. The information is to be provided in a format prescribed by the County, but presented in person and read into the minutes at least twice annually.

IMPLEMENTATION PLAN:

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2020.

FINANCIAL IMPACT STATEMENT:

None.

RECOMMENDATION SUMMARY:

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2020.

SUPPORTING ATTACHMENTS:

Quarterly Fiscal Report for the period ending June 30, 2020 – Sandhills Center for MH/DD/SAS



SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

August 12, 2020

Ms. Caroline Xiong
Moore County Finance Officer
P O Box 905
Carthage, NC 28327

Dear Ms. Xiong:

Attached you will find a copy of the Sandhills Center Quarterly Fiscal Report for the period June 30, 2020. This required State Division of Mental Health, Developmental Disabilities and Substance Abuse Services (NC DHHS) Report has been sent, on a quarterly basis, to each of the County Managers and County Commissioners in the Sandhills Area for a number of years. Please note that a revision to G.S. 122C-117(c), enacted by the 2006 General Assembly, requires that this Report be sent directly to each County Finance Officer. More specifically, the revised Statute requires that: "The County Finance Officer shall provide the Quarterly Report to the Board of County Commissioners at the next regularly scheduled meeting of the Board."

A review of the attached June 30, 2020, Quarterly Fiscal Report indicates the following:

Actual Revenue = \$ 353,599,373
Actual Expenditure = \$ 353,250,223
Revenue in Excess of Expenditure = \$ 349,150

The Revenue in Excess of Expenditures is largely driven by NC DHHS distribution of remaining State funded payments for services in response to COVID-19. As the services provided by this funding is billed, the Revenue in Excess of Expenditures is expected to decrease.

Should you have any questions on this Quarterly Fiscal Report, please feel free to contact myself or Kelly Patterson (Finance Director).

Thank you for your assistance in addressing the requirements of our fiscal reporting requirements.

Sincerely,

Victoria Whitt
Chief Executive Officer

Attachment

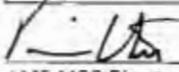
cc: Wayne Vest, Moore County Manager
Otis Ritter, Moore County Commissioner

P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 1-800-256-2452
TTY: 1-866-518-6778 or 711
Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,
Moore, Randolph & Richmond counties



Sandhills Center
Fiscal Monitoring Report
For the 12 Months Ending June 2020

Item	Medicaid		State		Total
	Budget 2019-2020	Actual Year To Date	Budget 2019-2020	Actual Year To Date	
Revenues					
Medicaid Pass Thru	0	0	15,000	0	
Budgeted Fund Balance					
Other Local			473,259	474,763	474,763
Total Local Funds	0	0	488,259	474,763	474,763
County Appropriations (by County including ABC Funds):					
Anson	0	0	55,000	55,000	55,000
Guilford			9,674,000	9,674,000	9,674,000
Harnett			199,679	199,679	199,679
Hoke			58,000	58,000	58,000
Lee			240,000	240,000	240,000
Montgomery			60,775	60,775	60,775
Moore			208,857	208,857	208,857
Randolph			844,000	844,000	844,000
Richmond			132,525	132,525	132,525
Total County Funds	0	0	11,472,836	11,472,836	11,472,836
Local Management Entity Systems Admin	0	0	360,412	360,604	360,604
Medicaid General Admin	14,816,998	15,128,186			15,128,186
Medicaid Mental Health/Substance Abuse Treatment Planning	4,505,915	4,472,400			4,472,400
Medicaid Intellectual/Developmental Disabilities Treatment Planning	7,021,488	7,204,935			7,204,935
Division of Medical Assistance Risk Reserve Funding	5,528,731	6,058,809			6,058,809
Division of Mental Health/Intellectual Developmental Disabilities/ Substance Abuse Services			44,155,904	45,566,060	45,566,060
Division of Medical Assistance Medicaid Capitation Funding	244,563,397	254,467,004			254,467,004
All Other State/Federal Funding			8,188,369	8,393,775	8,393,775
Total State and Federal Funds	276,436,529	287,331,335	52,704,685	54,370,439	341,651,774
Fund Balance	17,885,895		4,243,020	0	
Total Revenues	294,322,424	287,331,335	68,908,800	66,268,038	353,599,373
Expenditures					
Local Management Entity Systems Admin			5,076,691	4,102,984	4,102,984
Intergovernmental Transfer	1,956,427	1,918,643			1,918,643
Medicaid General Admin	19,437,789	17,318,588			17,318,588
Medicaid Mental Health/Substance Abuse Treatment Planning	6,555,516	6,516,516			6,516,516
Medicaid Intellectual/Developmental Disabilities Treatment Planning	7,280,564	6,622,284			6,622,284
Medicaid Risk Reserve	5,528,731	0			0
Medicaid Provider Payments	253,563,397	258,978,272			258,978,272
State/Local Provider Payments			55,628,740	49,399,162	49,399,162
All Other State/Federal Provider Payments			8,188,369	8,393,775	8,393,775
Total Expenditures	294,322,424	291,354,303	68,893,800	61,895,970	353,250,223
Change In Cash Balance		-4,022,967		-4,372,118	349,150

 8-11-20 *Kelly Patterson* 8/11/2020  8-11-20
 LME-MCO Director Date LME-MCO Finance Director Date Area Board Chair Date

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: August 20, 2020

SUBJECT: Call To a Public Hearing for a Conditional Rezoning Request:
Residential and Agricultural – 40 (RA-40) to Rural Agricultural
Conditional Zoning (RA-CZ - Mining)

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a Public Hearing on September 15, 2020 at 5:30pm for a Conditional Rezoning from Residential and Agriculture -40 (RA-40) to Rural Agricultural Conditional Zoning (RA-CZ) for a mining operation, located at ParID 00029785, the total being approximately 8.04 acres, located on Partridge Lane in West End, owned by Johnny Harris Trucking, Inc. per Deed Book 4453 Page 337.

BACKGROUND

The applicant is requesting an expansion of the existing sand mine to approximately 8.04 acres. The property is undeveloped. Adjacent land uses include single family homes and a sand mine.

The adjacent sand mine has been in operation since 1997. The original mining location is located on 3 adjacent parcels (ParID 96000516, 00019634, 9700046) consisting of approximately 60 acres. Johnny Harris received conditional use district approval to expand the mine to an additional 3 parcels (approximately 37.28 acres total) on May 19, 2008 (ParID 20000071, 00990775, 00013973).

The property also consists of a 3 acre land clearing and inert debris facility, approved as an accessory use to the mine in 2017. The LCID business expanded to approximately 15.17. The remaining approximate 22.11 acres will remain RA-CUD – Mining.

IMPLEMENTATION PLAN

Call for a Public Hearing on September 15, 2020 at 5:30pm.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2020-2021 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

Call To – Conditional Rezoning – Partridge Lane – Staff Report

RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on September 15, 2020 at 5:30pm for a General Use Rezoning from Residential and Agriculture -40 (RA-40) to Rural Agricultural Conditional Zoning (RA-CZ) for a mining operation, located at ParID 00029785, the total being approximately 8.04 acres, located on Partridge Lane in West End, owned by Johnny Harris Trucking, Inc. per Deed Book 4453 Page 337.

SUPPORTING ATTACHMENTS

- Land Use Map
- Rezoning Map

Land Use Map



Undeveloped

Single Family Dwelling

Undeveloped

Single Family Dwellings

Undeveloped

Sand Mine

LCID

PARTRIDGE

Single Family Dwelling

Sand Mine

Sand Mine

Zoning Map

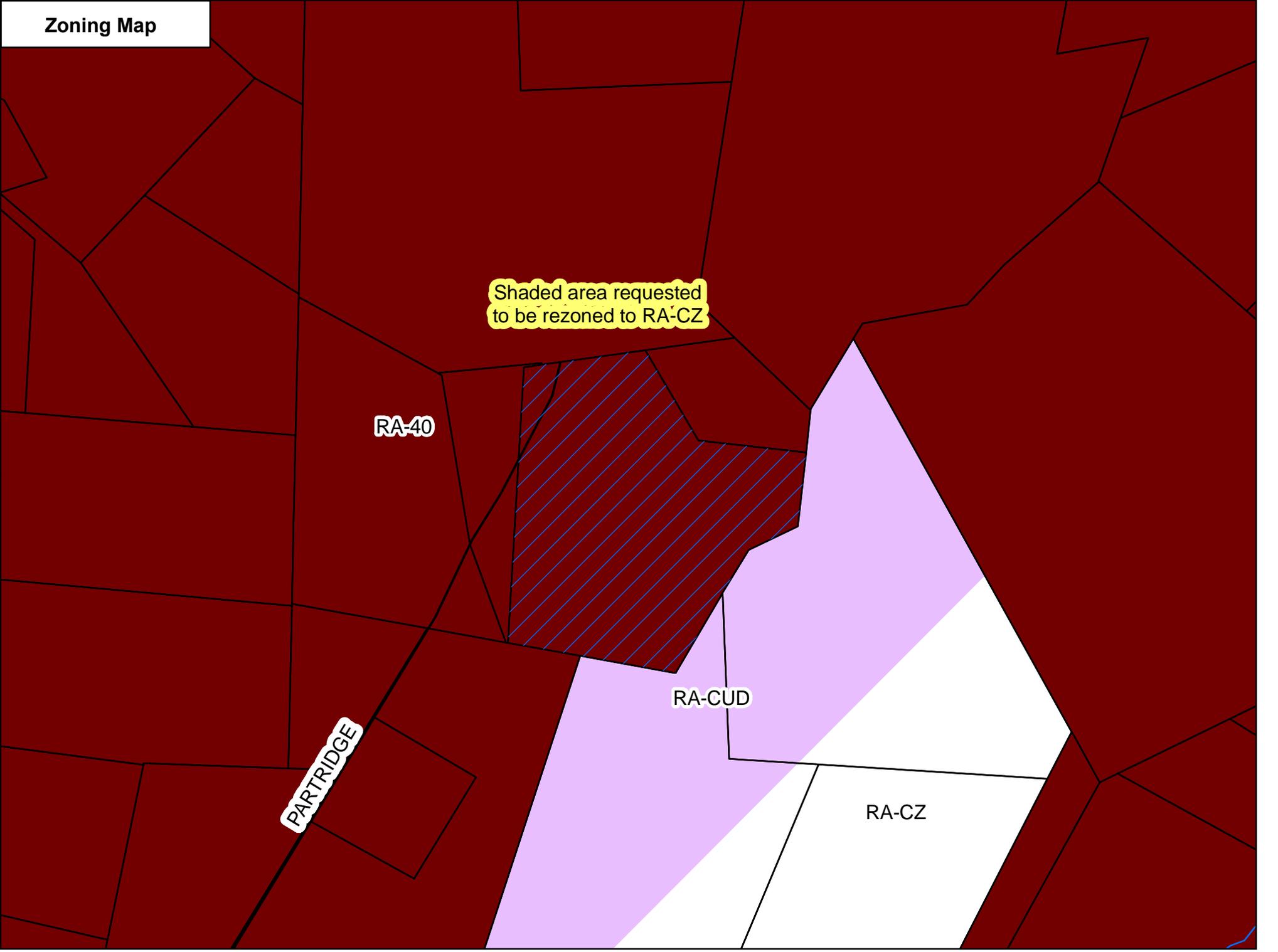
Shaded area requested
to be rezoned to RA-CZ

RA-40

RA-CUD

RA-CZ

PARTRIDGE



MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: August 20, 2020

SUBJECT: Call To a Public Hearing for a Conditional Rezoning Request:
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning
(RA-CZ) – Warehousing

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a Public Hearing on September 15, 2020 at 5:30pm for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a warehouse, located on a portion of ParID 00009916, the total being approximately 4.15 acres out of approximately 23.06 acres, located at 126 Mills Place, Biscoe, adjacent to Tarry Church Road S, owned by Bentura Cervantes Rubio, per Deed Book 4464 Page 20.

BACKGROUND

The portion of the property to be rezoned is undeveloped. Adjacent land uses include single family homes and agriculture.

IMPLEMENTATION PLAN

Call for a Public Hearing on September 15, 2020 at 5:30pm.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2020-2021 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on September 15, 2020 at 5:30pm for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a warehouse, located on a portion of ParID 00009916, the total being approximately 4.15 acres out of approximately 23.06 acres, located at 126 Mills Place, Biscoe, adjacent to Tarry Church Road S, owned by Bentura Cervantes Rubio, per Deed Book 4464 Page 20.

SUPPORTING ATTACHMENTS

- Land Use Map
- Rezoning Map

Call To – Conditional Rezoning – 126 Mills Place – Staff Report

Land Use Map



Single Family Dwelling

Single Family Dwelling

Undeveloped

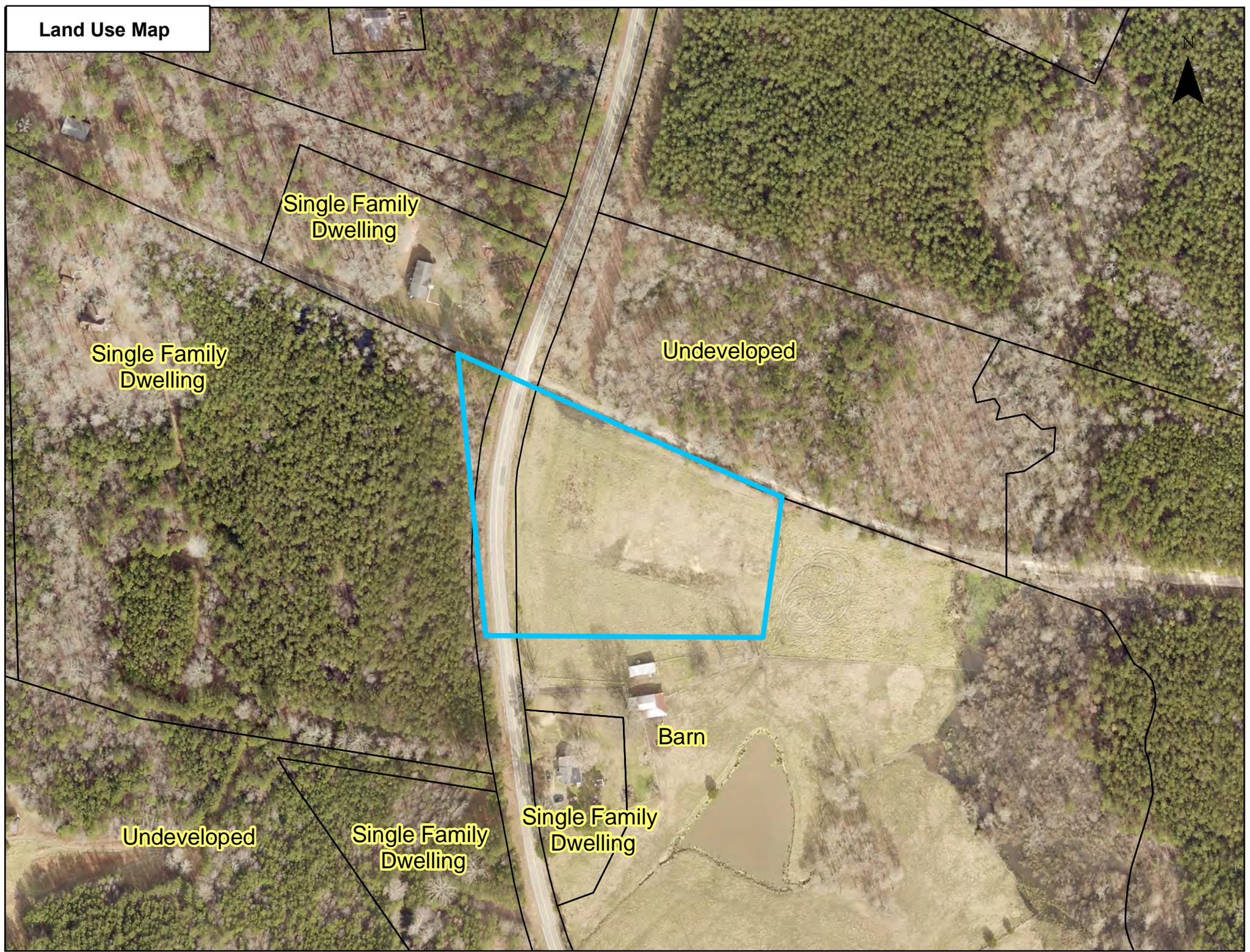


Undeveloped

Single Family Dwelling

Single Family Dwelling

Barn



Surrounding Area



Zoning Map

NC 24-27

N



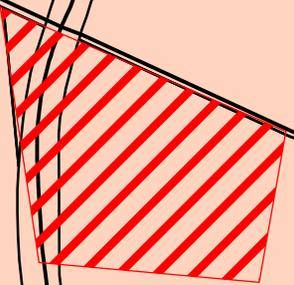
TARRY CHURCH

LONG BRANCH

Shaded area requested
to be rezoned to RA-CZ

RA

MILLS



Agenda Item: ___
Meeting Date: September 1, 2020

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: August 20, 2020

SUBJECT: Call To a Public Hearing for a Conditional Rezoning Request:
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning
(RA-CZ) – Pallet Recycling and Production

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a Public Hearing on September 15, 2020 at 5:30pm for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a Pallet Recycling and Production Facility, located on two properties: ParID 95000361 and 00008792, the total being approximately 28.9 acres, located at 2344 NC Hwy 705 and adjacent to West Side Road, Robbins, owned by Sandhills Community College per Deed Book 3770 Page 106 and Deed Book 3231 Page 287.

BACKGROUND

The property is currently undeveloped. Adjacent properties include single family dwellings, undeveloped property, and the Westmoore Community Center.

IMPLEMENTATION PLAN

Call for a Public Hearing on September 15, 2020 at 5:30pm.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2020-2021 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

RECOMMENDATION SUMMARY

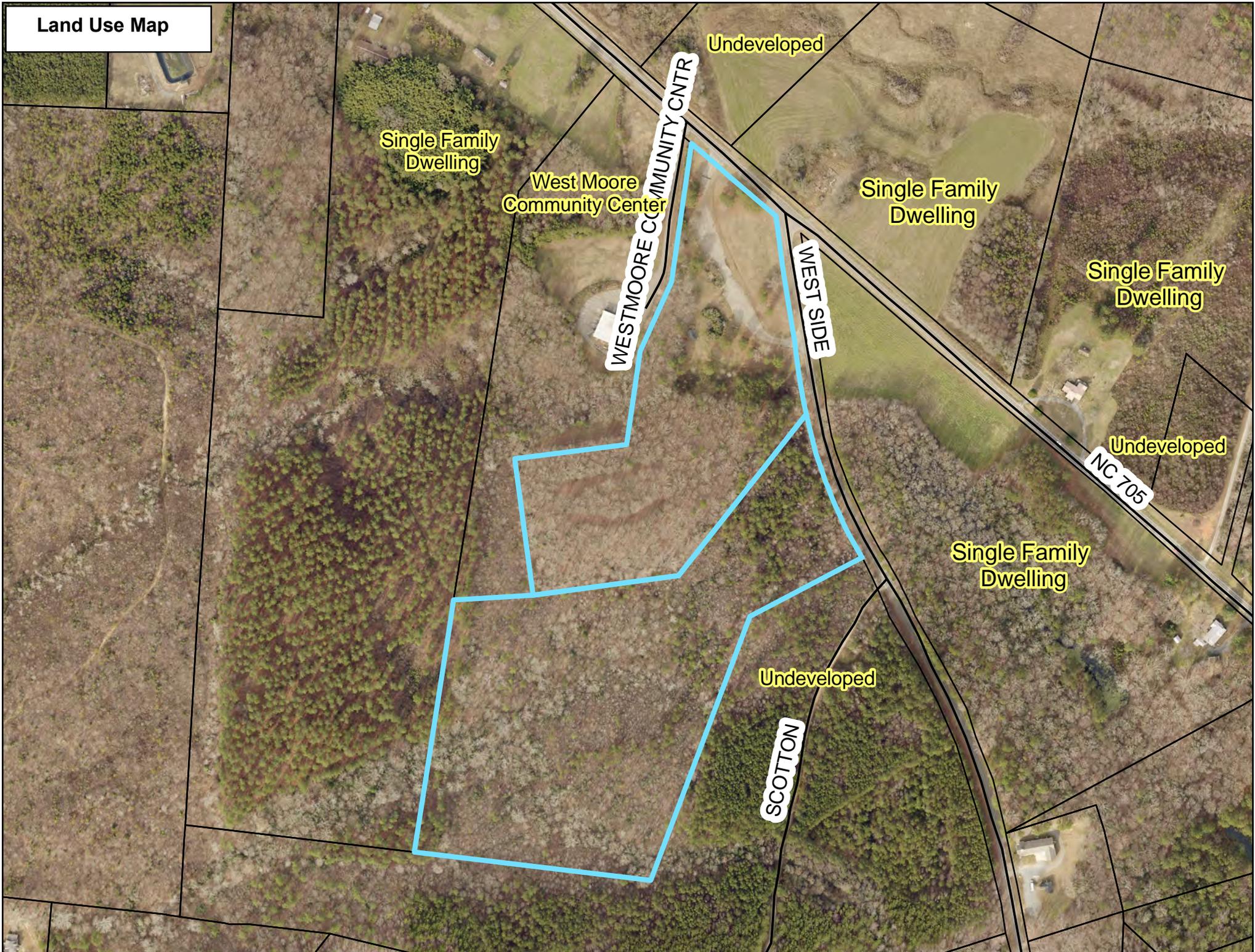
Make a motion to call for a Public Hearing on September 15, 2020 at 5:30pm for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a Pallet Recycling and Production Facility, located on two properties: ParID 95000361 and 00008792, the total being approximately 28.9 acres, located at 2344 NC Hwy 705 and adjacent to West Side Road, Robbins, owned by Sandhills Community College per Deed Book 3770 Page 106 and Deed Book 3231 Page 287.

SUPPORTING ATTACHMENTS

Call To – Conditional Rezoning – West Side Road – Staff Report

- Land Use Map
- Rezoning Map

Land Use Map



Single Family Dwelling

West Moore Community Center

Undeveloped

Single Family Dwelling

Single Family Dwelling

Undeveloped

NC 705

Single Family Dwelling

Undeveloped

SCOTTON

WESTMOORE COMMUNITY CNTR

WEST SIDE

Zoning Map

DOVER CHURCH

B-1

BENS

BUSBEE

Shaded area requested
to be rezoned to RA-CZ

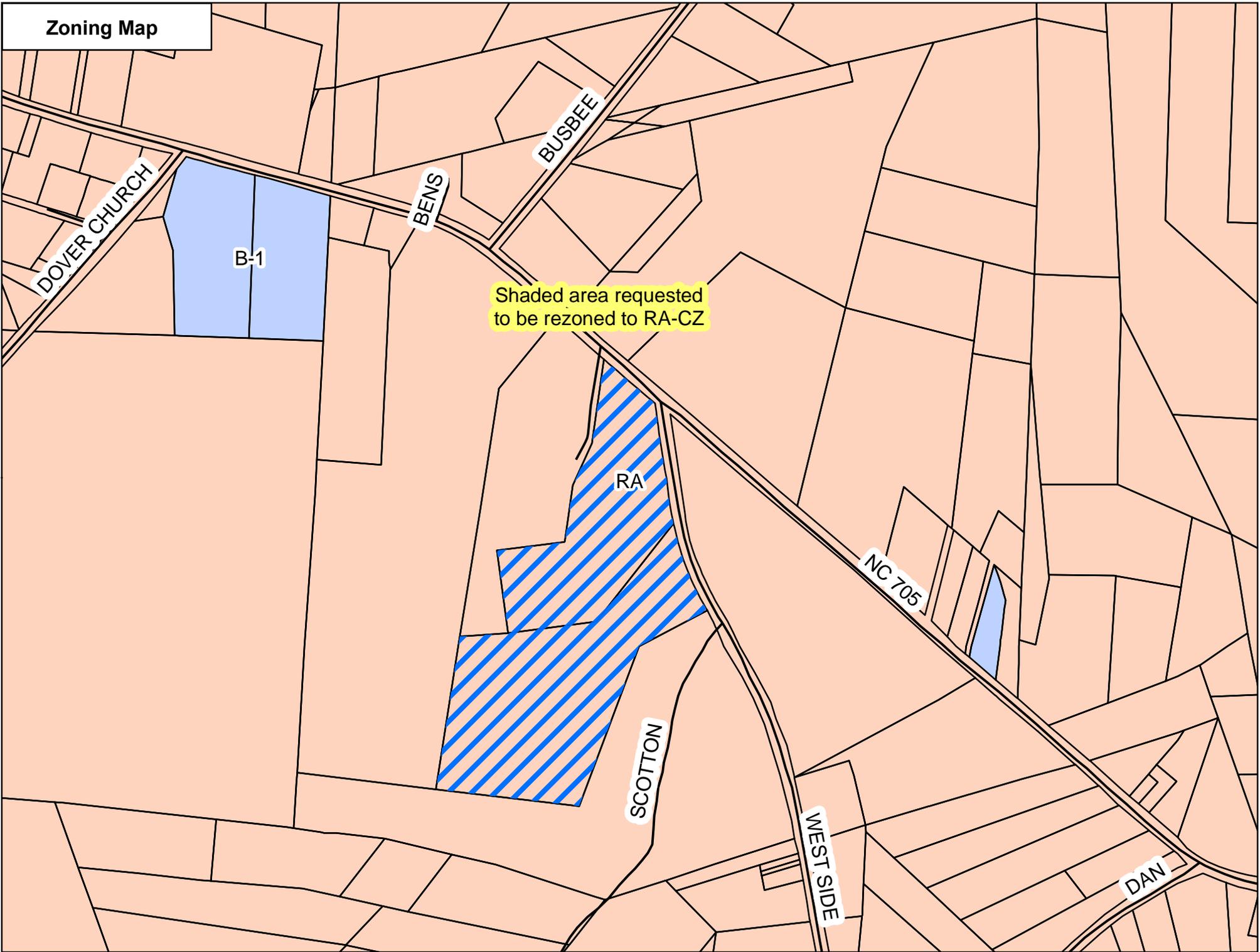
RA

NC 705

SCOTTON

WEST SIDE

DAN



MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: July 8, 2020

SUBJECT: Call to a Public Hearing for a Conditional Rezoning Request:
Highway Commercial (B-2) to Highway Commercial Conditional
Zoning (B2-CZ) – Shopping Center

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a Public Hearing on September 15, 2020 to consider a Conditional Rezoning from Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B2-CZ) for a shopping center, located on ParID 00014200, approximately 1.71 acres, located at 7627 NC Hwy 211, West End, owned by Bernie Schaub, per Deed Book 4827 Page 215.

BACKGROUND

The property is currently undeveloped. Adjacent properties include offices / warehouses, undeveloped property, and a daycare. A Special Non-Residential Intensity Allocation will be required for this project due to the proposed impervious surface amount of 53.8%.

IMPLEMENTATION PLAN

Call for a Public Hearing on September 15, 2020 at 5:30pm.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2020-2021 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on September 15 at 5:30pm for a Conditional Rezoning from Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B2-CZ) for a shopping center, located on ParID 00014200, approximately 1.71 acres, located at 7627 NC Hwy 211, West End,, owned by Bernie Schaub, per Deed Book 4827 Page 215.

SUPPORTING ATTACHMENTS

- Land Use Map
- Rezoning Map

Call To – NC Hwy 211 Conditional Rezoning Request – Staff Report

Land Use Map

N



**Office/
Warehouse**

Undeveloped

Daycare Center

**Office/
Warehouse**

PINEHURST ETJ

Undeveloped

Undeveloped



Zoning Map

TAYLORTOWN
TOWN LIMITS

BIRCH

PINESAGE

JUNIPER LAKE

RA-40

PUD/CUD

B-2

PUD/CUD

B-2

RA-20

RA-5

Shaded area requested
to be rezoned to B-2-CZ

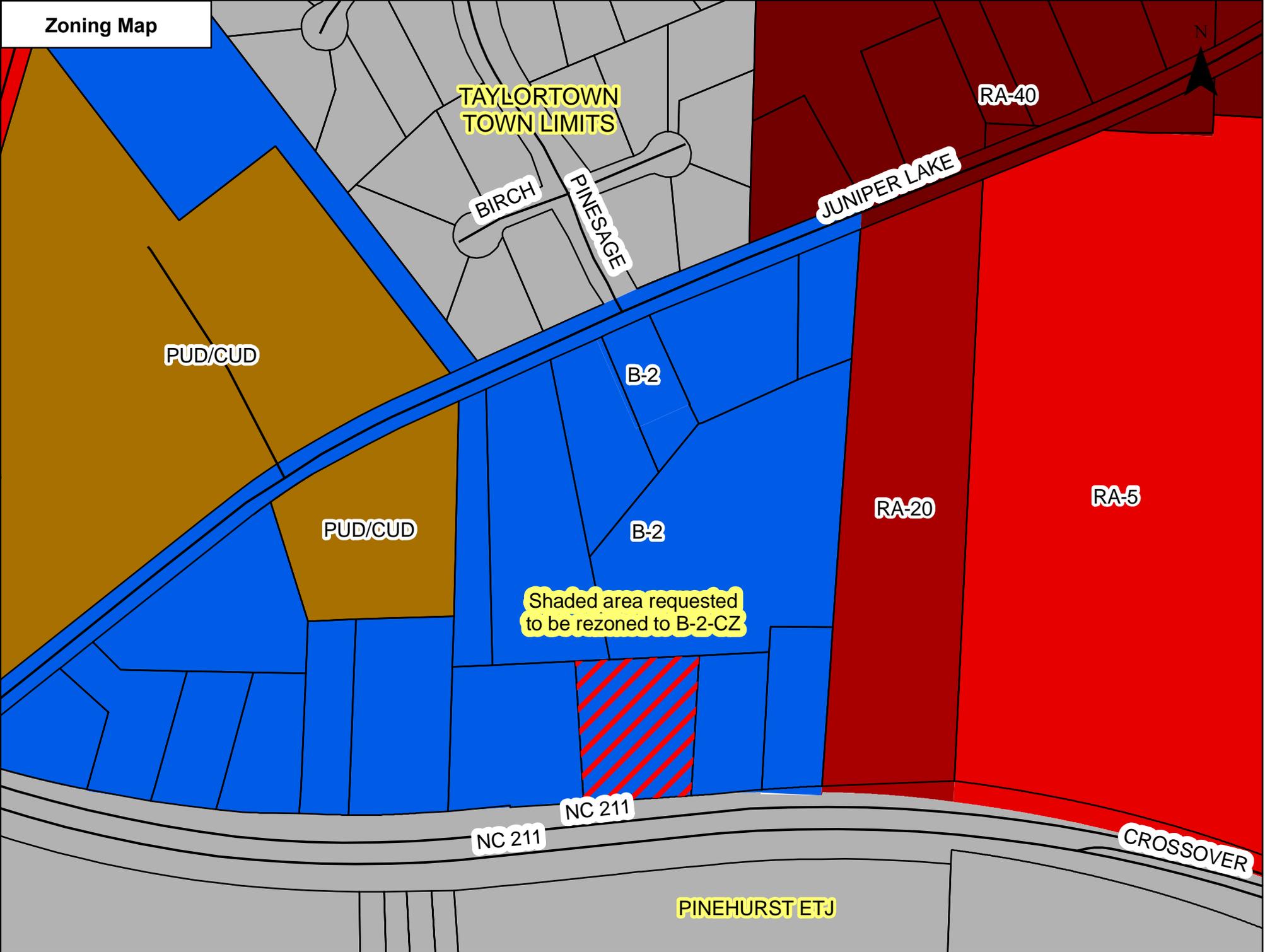
NC 211

NC 211

CROSSOVER

PINEHURST ETJ

N



Agenda Item: _____
Meeting Date: September 1, 2020

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: July 16, 2020

SUBJECT: Call to a Public Hearing for a Conditional Rezoning Request:
Residential Agricultural (RA) to Neighborhood Business Conditional
Zoning (B1-CZ) – Retail (Firearms and Accessories Sales Facility)

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a Public Hearing on September 15, 2020 to consider a Conditional Rezoning Request, Rural Agricultural (RA) to Neighborhood Business Conditional Zoning (B1-CZ) for a Retail / Fire Arms and Accessory Sales Facility, located on approximately 15,246 square feet of an approximate 1.20 acre parcel, ParID 20090123, located at 1072 Stanton Hill Road, Cameron, owned by Timothy Blakeley and Jeanette Johnson Blakeley per Deed Book 3593 Page 1.

BACKGROUND

The property is currently developed. There is an existing single-family dwelling located on the property. The applicant is proposing to subdivide 15,246 square feet out of the 1.20-acre parcel for the proposed 30' x 50' Firearms and Accessory Sales Facility. The applicant plans to recombine an additional .16 acres into the remaining parcel with the existing single-family dwelling to meet the minimum lot size requirement of 1 acre from ParID 00003371. Adjacent properties include a single-family dwelling and undeveloped land.

The applicant does not wish to utilize screening on the west property line. The applicant feels the screening would be aesthetically disruptive to both the proposed 15,246 square feet parcel for the Firearms and Accessory Sales Facility and the remaining 1.01-acre parcel for the single-family dwelling. The applicant expressed desire to have the business aesthetics of the proposed parcel for the Firearms and Accessory Sales Facility to flow with the applicant's single-family dwelling parcel.

IMPLEMENTATION PLAN

Call for a Public Hearing on September 15, 2020 at 5:30pm.

Call To – Stanton Hill Road Conditional Rezoning Request – Staff Report

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2020-2021 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on September 15 at 5:30pm to consider a Conditional Rezoning Request Rural Agricultural (RA) to Neighborhood Business Conditional Zoning (B1-CZ) for a Retail / Firearms and Accessories Sales Facility, located on approximately 15,246 square feet of an approximate 1.20 acre parcel, Par ID 20090123, located at 1072 Stanton Hill Road, Cameron, owned by Timothy Blakeley and Jeanette Johnson Blakeley per Deed Book 3593 Page 1.

SUPPORTING ATTACHMENTS

- Land Use Map
- Rezoning Map

Land Use Map



Undeveloped

Manufactured Home

Single Family Dwelling

Undeveloped

Single Family Dwelling



Zoning Map

B-1

B-1

US 15-501

STANTON HILL

Shaded area requested
to be rezoned to B-1-CZ

RA

COLEY



MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Randy Gould, Director of Public Works
DATE: August 6, 2020
SUBJECT: Town of Carthage Contract Amendment No. 1
PRESENTER: Randy Gould, PE

REQUEST:

Approve the attached Resolution and Contract Amendment No. 1 for receipt of the Town of Carthage's wastewater by Moore County.

BACKGROUND:

The Town of Carthage wishes to change the location of the discharge of their wastewater. Currently their wastewater enters the County's interceptor collection system through the Southern Pines collection system. The Town proposes to construct a pump station and force main to convey the wastewater to a receiving point off US 15-501 at the Pinehurst No. 7 Golf Course.

IMPLEMENTATION PLAN:

Approve Contract Amendment No. 1 with the Town of Carthage

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY:

Make a motion to approve the attached Resolution and Contract Amendment No. 1 for receipt of the Town of Carthage's wastewater by Moore County.

SUPPORTING ATTACHMENTS:

Resolution
Contract Amendment No. 1 for receipt of the Town of Carthage's wastewater

**RESOLUTION APPROVING THE CARTHAGE SEWER TIE-IN PROJECT
AGREEMENT BETWEEN
THE COUNTY OF MOORE AND
THE TOWN OF CARTHAGE**

WHEREAS, the County of Moore (herein “County”) and the Town of Carthage (herein “Town”) are entering into the attached Amendment 1 for the Carthage Sewer Tie-In Project; and

WHEREAS, pursuant to N.C.G.S. §160A-461, the County and the Town are authorized to enter into Interlocal Agreements in order to execute any undertaking.

NOW, THEREFORE, BE IT RESOLVED, the County hereby approves the Carthage Sewer Tie-In Project Amendment 1 between the County of Moore and the Town of Carthage.

Adopted this the 1st day of September, 2020.

Francis R. Quis, Chairman
Board of Commissioners

Attest:

Laura M. Williams
Clerk to the Board

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment"), is made this 29th day of July, 2020, between the County of Moore (the "County") and the Town of Carthage, a municipal corporation of the State of North Carolina (the "Town").

WITNESSETH

WHEREAS, the County and Town previously entered into an agreement on April 17, 2012, which was for the County to undertake the Town's sewage treatment and disposal thereof (the "Original Agreement"); and

WHEREAS, the Town is currently delivering their wastewater discharge to the County through the Southern Pines collection system referenced in Exhibit A of the original 2012 contract which is incorporated by reference; and

WHEREAS, the Town is now requesting a relocation of their wastewater discharge point by installing, at the Town's expense, a sewer force main down US 15-501 to the receiving point into the 30" interceptor at the Pinehurst No. 7 Golf Course referenced in Exhibit B and incorporated by reference; and

WHEREAS, this shall serve as the Town's primary discharge, however, the NC 22/Midland Road piping system and discharge location shall remain active for potential emergency use. The Town will notify the County prior to enacting the emergency use line for any future reason; and

WHEREAS, the billing will be based on the flow measured by the flow meter constructed by the Town located at the pump station. The County shall be afforded access to the meter keyed with a County lock. Calibration of the meter will be provided by the County with copies of calibration reports provided to the Town upon request.

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

- A. The Town of Carthage agrees as follows:
 - 1. Section A. 1. of the Original Agreement will be amended to read, "The County agrees to receive the Town's wastewater at the receiving point into the 30" interceptor at the Pinehurst No. 7 Golf Course as shown on the attached map labeled Exhibit B, which is hereby incorporated by reference, during the terms of this contract or any renewal or extension thereof, the entire output of untreated sewage attributable to all of the Town's sewage collection facilities;" and
- B. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

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

COUNTY OF MOORE

TOWN OF CARTHAGE

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

Thomas B. Robinson
Town Manager

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

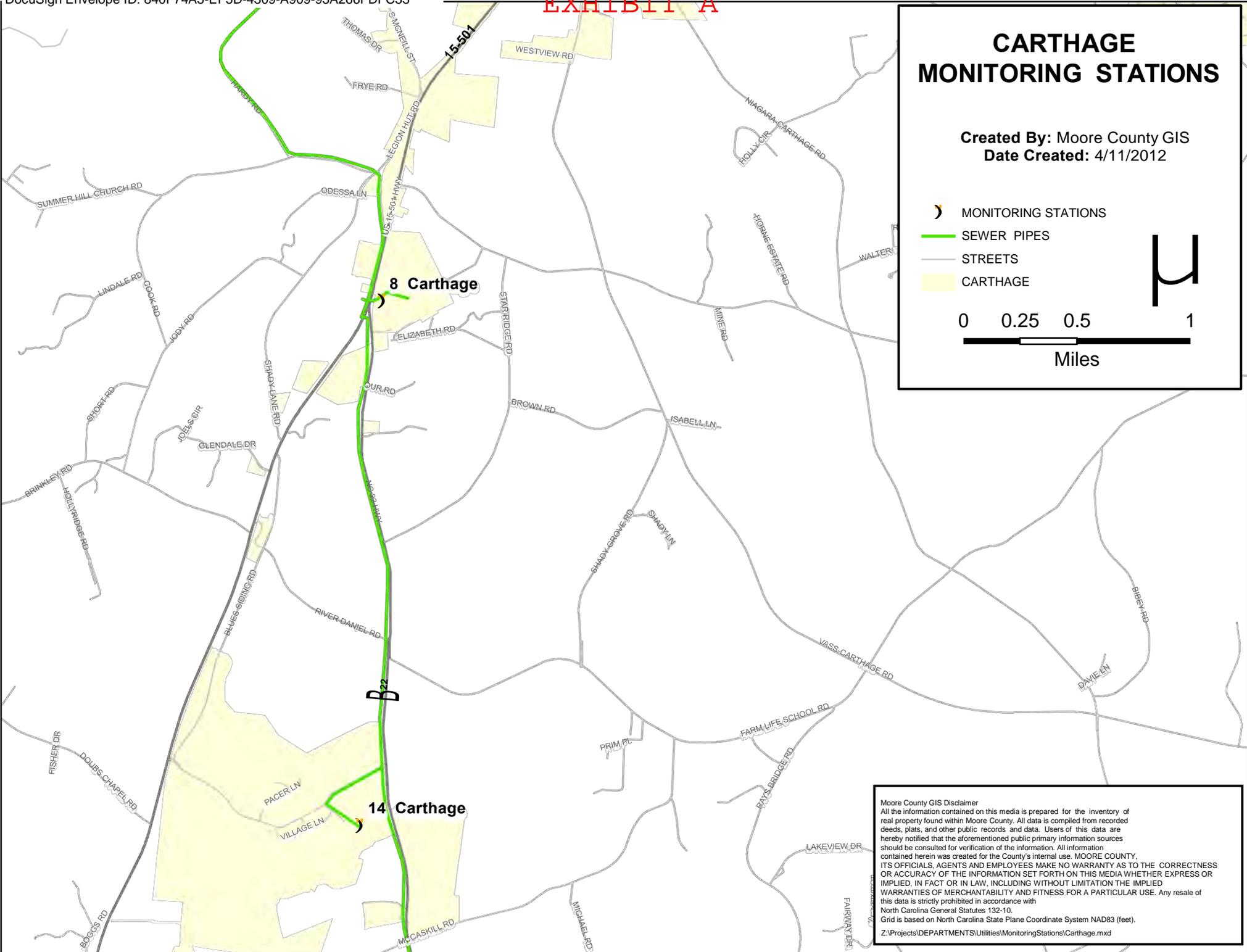
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

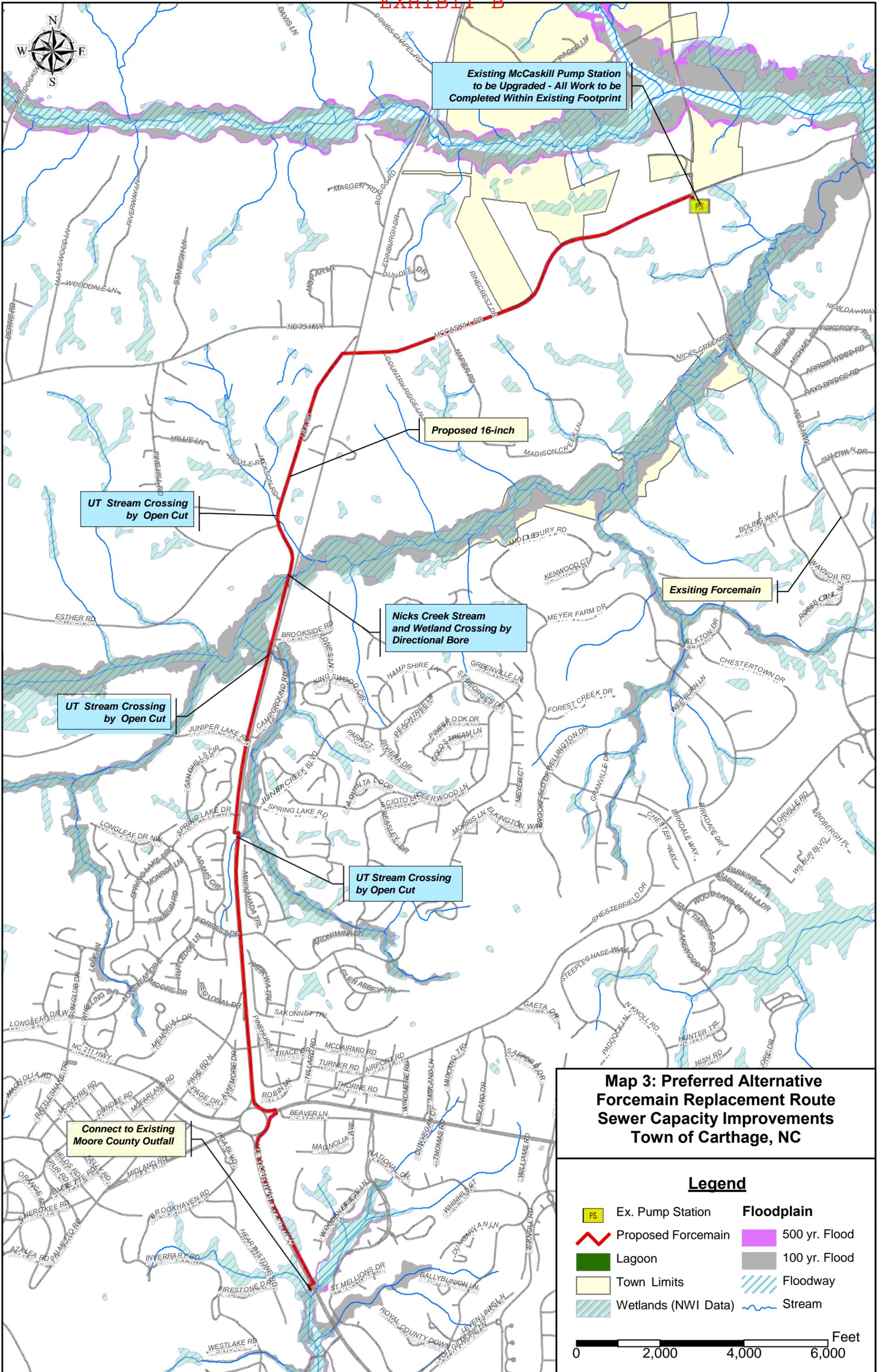
CARTHAGE MONITORING STATIONS

Created By: Moore County GIS
Date Created: 4/11/2012

-  MONITORING STATIONS
-  SEWER PIPES
-  STREETS
-  CARTHAGE



Moore County GIS Disclaimer
 All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).
 Z:\Projects\DEPARTMENTS\Utilities\MonitoringStations\Carthage.mxd



Existing McCaskill Pump Station to be Upgraded - All Work to be Completed Within Existing Footprint

Proposed 16-inch

UT Stream Crossing by Open Cut

UT Stream Crossing by Open Cut

Nicks Creek Stream and Wetland Crossing by Directional Bore

UT Stream Crossing by Open Cut

Existing Forcemain

Connect to Existing Moore County Outfall

Map 3: Preferred Alternative Forcemain Replacement Route Sewer Capacity Improvements Town of Carthage, NC

Legend

 Ex. Pump Station	 Floodplain
 Proposed Forcemain	 100 yr. Flood
 Lagoon	 Floodway
 Town Limits	 Stream
 Wetlands (NWI Data)	

0 2,000 4,000 6,000 Feet

Agenda Item:

Meeting Date: 9/1/2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Moore County Solid Waste

DATE: 8/24/2020

SUBJECT: Land Purchase Contract

PRESENTER: David Lambert, Solid Waste Director

REQUEST:

Approve a contract to purchase a portion of land (PAR ID: 0053463) for the purposes of improving traffic and safety at the Moore County landfill. The contract would be contingent upon proper rezoning of the property allowing use of a collection center on this property by the Village of Pinehurst.

BACKGROUND:

The Problem: The property at 456 Turning Leaf Way is home to both the Moore County Landfill and the Aberdeen convience site. This site, located in the most populated area of Moore County, is extraordinarily busy as residential customers must navigate this confined area with large construction and business traffic attempting to utilize the scales to enter the Construction and Demolition Landfill, Yard Waste area, Metal pile, Glass bunker, or the Moore County Transfer station. This has the potential to create hazardous situations and long wait times for everyone utilizing this facility. Also, as municipal entities reduce their glass recycling programs, we find more residential users using the facility.

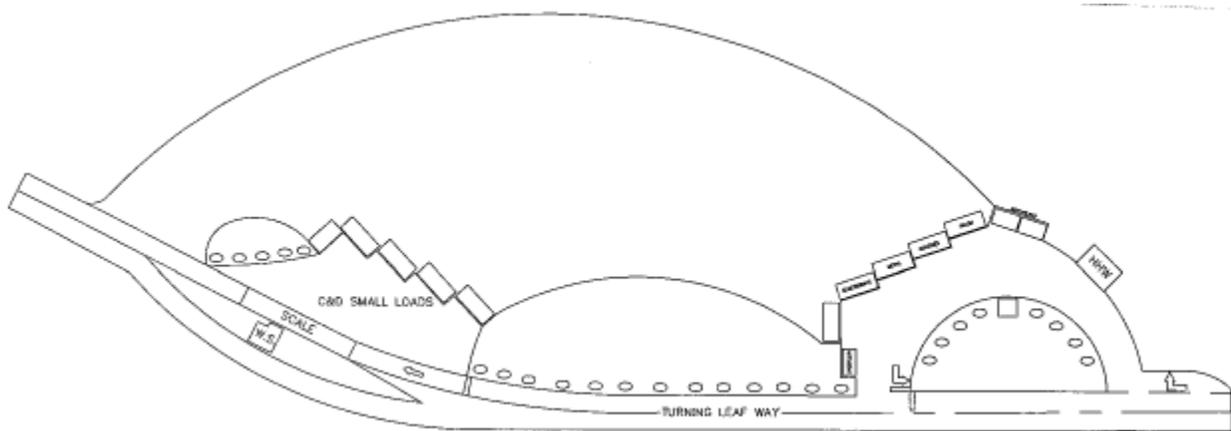
The Proposed Solution: To make the site more convenient and to reduce the risk of accident/injury we propose relocating the residential convience site to a portion of an adjacent parcel.

In 2019, the Solid Waste Division reached out to neighboring property owner, Morris Properties, Inc., about whether the property might be available to Moore County. We are interested in purchasing the western



portion of the property—435 Feet from the Western Border. The exact dimensions of the proposed parcel is decided, in part, to ensure that our portion of the lot would be unaffected should the radio tower, located on the remaining portion of the property owned by Morris Properties, Inc., collapse or sustain any damage. We believe that the current boundaries would ensure that the property would be out of the “fall zone” of the tower. The discussions were placed on hold until after the 2020 Budget discussions. Now that several transitions have been completed in the Solid Waste Department, we would like to resume discussions for the purchase of this property, contingent upon zoning approval from the Village of Pinehurst (the site is located within Pinehurst’s ETJ). After a preliminary review of the rules and regulations involved it looks like the project could move forward.

Details: After looking at the functionality of our existing sites we anticipate utilizing the Eagle Springs layout as it provides easy access in and out of the facility. We also anticipate that will need to add a turning lane and other traffic control measure in place to allow for easier truck and residential traffic in the area. We will use the existing convience site loading docks for small C&D loads and perhaps residential tire disposal as well. Below is a conceptual rendering of what this looks like.



We anticipate that the projected cost would be around \$100,000 for the land purchase. Very preliminary numbers for the construction of the facility—anticipated to be funded and completed a different year—would be around \$200,000. These numbers are preliminary estimates without any evaluation from consultants.

IMPLEMENTATION PLAN:

FINANCIAL IMPACT STATEMENT: Funding for this project is included in the capital expense line item of the budget.

RECOMMENDATION SUMMARY:

Make a motion to purchase a portion of the Morris Property (**PAR ID: 00053463**) (adjacent to the Moore County Landfill) in the amount of \$96,150.00 contingent upon zoning approval from the Village of Pinehurst and authorize the chairman to sign the same.

SUPPORTING ATTACHMENTS:

Contract

CONTRACT OF SALE

THIS CONTRACT OF SALE (the "Contract") dated as of this the _____ day of August, 2020, between MORRIS PROPERTIES INC, a North Carolina corporation (the "Seller") and the COUNTY OF MOORE, one of the one hundred counties of the State of North Carolina (the "Buyer").

RECITALS:

- A. Seller is the owner of all of the fee simple interest in a tract or parcel of land located in Sandhills Township, Moore County, North Carolina more particularly described as:

Beginning at a 5/8" me iron stake 3" above grade in the northern right-of-way line of Turning Leaf Way. Said iron stake also being S62 degrees 40'17" W-1534.16; from a 1" existing iron pipe 2" below grade. Said iron pipe having NC Grid coordinates of N(y):509,973.24 & E(x): 1,858,105.41. Thence from the beginning, along the northern right-of-way of Turning Leaf Way, S62 degrees 40'17" W – 465.84' to a 5/8" new iron stake 3" below grade; thence with the line of the Moore County Landfill property (line to be abolished to create recombination) N06 degrees 21'49"W – 1500.39' to a 1" existing iron pipe flush with grade; thence N80 degrees 57'29"E – 435.48 feet to a 5/8" new iron stake 3" above grade; thence a new line S06 degrees 21'49"E – 1354.07 feet to the point of beginning. Containing 14.25 acres and being a part of a +/-52.58 acre tract of land owned by Morris Properties, Inc. described in Deed Book 511, Page 566, Moore County Registry.

- B. Seller has agreed to sell the Property to Buyer and Buyer has agreed to purchase the same, subject to and upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, in considerations of the mutual covenants of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sell and Buyer agree as follows:

1. **PROPERTY.** Seller agrees to sell and convey the Property to the Buyer and the Buyer agrees to purchase and accept the same from the Seller pursuant to the terms and conditions of this Contract. Such conveyance shall include all improvements, rights, privileges, easements and appurtenances appertaining to the Property including, but not limited to, all of Seller's rights, title and interests in any adjacent streets, roads, alleys, rights of way and condemnation awards, any utility allocations, any leases with tenants for rental units within the Property and any governmental permits or approvals.
2. **PURCHASE PRICE and DEPOSIT.** The purchase price to be paid by the Buyer to the Seller for the Property is Ninety-Six Thousand One Hundred Fifty (\$96,150.00) Dollars.
 - a. Buyer shall, within five (5) business days after the Contract of Sale has been fully executed, deposit the sum of _____, to be held in escrow by _____ (the "Escrow Agent") in a non-interest bearing

account at a federally insured bank until Settlement (the "Escrow Deposit"). The Escrow Deposits shall be applied to the purchase price at settlement.

- b. The balance of the purchase price shall be paid in case, wire transfer or by certified or cashier's check at the time of settlement.

3. DUE DILIGENCE.

- a. DELIVERY of DOCUMENTS. Sell shall deliver to Buyer, within Five (5) business days after the Contract has been executed by all parties, copies of the following documents which Seller has in its possession relating to the Property: Seller's most current title insurance policies; any boundary surveys and topographic maps; any environmental reports, geotechnical reports, wetlands reports and soil reports; the most recent real estate tax bills and any subsequent notices of reassessment; and copies of any and all governments restrictions, regulations, easements or requirements in the hands of Seller which to Seller's knowledge may affect the Property or its development.

- b. PHYSICAL INSPECTION. Seller hereby grants to Buyer and its agents a license to enter the property prior to the commencement of Due Diligence period and during the Due Diligence Period, for the purpose of conducting such surveys, physical inspections, soil, environmental and other tests and examinations as Buyer may deem appropriate. Within a reasonable time after such entries, Buyer shall to the extent practicable, restore the Property to its prior condition. The Buyer agrees to indemnify and save the Seller harmless from all claims arising by reason of such entries, studies and investigations unless such claims are caused by the negligence or willful misconduct of Seller or Seller's agents.

- c. DUE DILIGENCE. The period of time commencing on the date the Contract has been executed by all parties (the "Effective Date") and expiring at midnight _____, 2020 (the "Due Diligence Period"). During the Due Diligence Period, Buyer may conduct (but is not obligated to conduct) studies and incur expenses to confirm the feasibility of the Property for Buyer's intended use. These studies may include but are not limited to: title examination, boundary survey, topographic mapping, soil and engineering test analyses, environmental examinations and reports and schematic building design studies as may be deemed necessary or desirable by Buyer. In the event that Buyer terminates the Contract prior to expiration of the Due Diligence Period as provided herein, the Escrow Deposit shall be return to Buyer. If the Buyer terminates the Contract it shall return to Seller all due diligence documents provided by Seller. If Buyer does not terminate the Contract prior to the expiration of the Due Diligence Period as provided herein, the Escrow Deposit shall become non-refundable, except in the event of Seller's default, and shall be applied to the purchase price at closing.

- 4. Buyer's contingencies. The buyer's obligation to purchase the property pursuant to this contract is contingent upon the performance by seller of all of its covenants, agreements

and conditions required to be performed, observed and complied with by the seller under this contract prior to or as of the settlement. Buyers obligation are also contingent upon each of the following (all or any of which may be waived by the buyer) having occurred prior to and being true as of the settlement:

- a. The Buyer must be able to obtain approval to rezone of the subject property from the Village of Pinehurst and/or other appropriate jurisdiction, from current zoning of R-210 to PC for the purpose of operation of the County of Moore solid waste facilities.
 - b. The buyer obtaining on or before the expiration of the due diligence Period Search soil test and engineering studies of the property as, in the sole exercise of the buyers judgment, are necessary to determine if there are any soil, topographical or other physical or environmental conditions in or about the property which would render its development for buyers intended use unfeasible, and the buyer, in the buyer's sole discretion, being satisfied that no such conditions exist.
 - c. At the time of settlement there shall have been no taking or condemnation contemplated, pending or threatened of or against any portion of the property.
 - d. At the time of settlement there shall be no pending, threatened or contemplated claims, suits, judgments, actions or proceedings as of the settlement affecting any portion of the property or its development and use as contemplated by this contract.
 - e. At the time of settlement the property shall (i) not be within any extra hazard floodplain or floodway, and be in compliance with or exempt from all requirements of the federal flood Insurance Act of 1968, as amended to the date of settlement hereunder, (ii) be in compliance and not in violation of any federal state or local environmental laws or regulations, and (iii) subject to the provisions of section 15-H , not to have any hazardous substance or hazardous materials or toxic materials parentheses as such terms are defined in any federal, state or local law, rule or regulation parentheses stored on or under or located within the property. In the event that any of the conditions set forth in subparagraphs above have not occurred or are not true at the time of settlement, buyer shall be entitled to terminate this contract and the escrow agents shall disperse the escrow deposit to buyer.
5. Failure of buyer's contingencies. If during the due diligence the buyer shall determine, in the exercise of the buyer's sole discretion, that it is unlikely that one or more of the contingencies provided for in paragraph 4 to which the period relates will be fulfilled within the then applicable contingency, or that the property is unsuitable for buyers' intended use, the buyer shall have the right by written notice to seller to terminate this contract prior to the expiration of the then applicable contingency. And thereupon this contract with the exception of the indemnities contained in paragraphs 3 and 17, shall be null and void and of no further force and effect at law or inequity.

6. Settlement. Settlement shall be held on the later of 30 days following expiration of the due diligence and the satisfaction or waiver of all other contingencies; or at such other time and place as seller and buyer shall subsequently agree upon in writing this settlement shall take place at the offices of _____, or at such other place as may be designated by buyer. At settlement the escrow agent shall pay over the escrow deposit to the seller and the buyer shall pay to seller the balance of the purchase price for the property is set forth in paragraph two above. Upon payment of the purchase price, the seller shall execute and delivered to the buyer: a general warranty deed for the property which shall convey the property to the buyer, an owners affidavit in form reasonably acceptable to buyer and buyers title insurer affirming that there are no outstanding possessory rights, liens or rights of claim liens against the property, an affidavit in a form complying with law that seller is not a foreign person within the meaning of the foreign investment in real property Tax Act, properly completed IRS form 1099 S, and such other documents as may be reasonably required by buyers title insurer and such other documents as are customarily required in a real estate transaction of this type. The title so conveyed shall be a fee simple, marketable and insurable title, both of record and in fact, free of all liens and encumbrances except those specifically accepted and or consented to by buyer pursuant to paragraph 9. hereof. Title shall be such as will be insurable both as to fee and marketability by a licensed title insurance company selected by buyer at its standard rates.
7. Title report. Prior to the expiration of the due diligence (as extended), the buyer shall obtain, at its expense, an owners title insurance commitment covering the property from a licensed title company selected by the buyer (the title company) and the buyer may obtain a survey (the survey) of the property. The buyer shall give written notice to the seller within 20 business days of the expiration of the due diligence (the survey) listing those title exceptions , including any exceptions which may be based on the survey, which are not acceptable to the buyer. The seller shall have 10 days from the receipt of the buyers notice within which to determine whether to cure or remove those title exceptions which are not acceptable to the buyer. Should the seller elect to cure or remove those title exceptions which are not acceptable to buyer , the seller shall give the buyer written notice of such election within 10 days, otherwise the seller shall be deemed to have elected not to cure or remove those title exceptions unacceptable to the buyer. Should the seller elect not to cure or remove the unacceptable title exceptions, the escrow agent shall promptly refund to buyer upon buyers request the escrow deposit whereupon this contract, with the exception of the indemnities contained in paragraphs 3 and 17, shall become null and void and of no further force and effect at law and equity. Anything in this paragraph 7 to the contrary notwithstanding, seller shall not have the right to elect not to cure or remove any title exception which is a lien securing a debt or other obligation or which has been created by the seller.
8. Risk of loss. The property shall be held at the risk of the seller until legal title has passed and possession has been given. The seller shall immediately have all insurance policies on the property endorsed to protect all parties hereto as their interest may appear and shall continue the insurance in full force during the term of this contract.

9. Closing expenses. Each party shall be responsible for the following closing expenses:
- a. Seller shall be responsible for the costs of preparation of deeds, the payment of transfer tax, excise tax and documentary stamps.
 - b. Buyer shall be responsible for all other recording costs and taxes not covered in paragraph 9(a) and the cost of title examination, the title insurance premium, the survey contemplated by paragraph 7, and all other due diligence investigations.
 - c. The parties will each be responsible for all of their other closing costs including their respective attorney fees.
10. Real estate taxes. Real estate taxes and similar public charges against the property which are payable on an annual basis parentheses including, without limitation, district, sanitary Commission Or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent there two parentheses shall be prorated on a calendar year basis between the parties as of the date of settlement and assumed and paid thereafter by the buyer.
11. Possession. Possession of the property shall be given to the buyer at settlement.
12. Real estate commissions. The seller shall be responsible for payment of any and all real estate commissions do with respect to this transaction.
13. Notices. All notices required or provided in this contract. If transmitted by commercial overnight Courier or other nationwide air Courier , shall be deemed to have been given and received on the date actually received. If the United States mails are used, notices shall be sent certified or registered Mail, return receipt requested, postage prepaid and shall be deemed to have been given an received on the date actually received in the United States mails and addressed as follows:

To Seller: Morris Properties INC
 200 Short Road
 Southern Pines, NC 28387

To Buyer: County of Moore
 Attn: Wayne Vest, County Manager
 Courthouse Square
 Carthage, NC 28327

Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided that the party's new address is contained in a written notice given to the other party.

14. Sellers representations and warranties. As a material inducement to buyers execution and performance of this contract, seller makes the following representations and warranties, all of which are true and complete as of the date of this contract, shall be true and complete as of the settlement, and shall survive the closing:

- a. Authorization. Seller has the full right and authority to enter into, perform and consummate its obligations under this contract without any qualification, and without the necessity of the consent of any party. This contract has been duly authorized by all necessary action on the part of the seller and has been duly executed and delivered by the seller and the documents to be delivered by the seller at settlement will be duly authorized by all necessary action on the part of the seller and will be duly executed by the seller.
- b. Non-Contravention. The obligations and undertakings of seller under this contract do not and will not violate or conflict with any provisions of law applicable to seller or any agreement to which seller is a party or by which seller or the property is bound.
- c. Judicial actions. There are no suits, judgments commas bankruptcies, actions or proceedings pending, or to the best of seller's knowledge and belief, threatened or contemplated, affecting any portion of the property or its use and development.
- d. Notice of violation. Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the property or any part thereof and to the best of sellers knowledge and belief, no such violation has occurred.
- e. Public proceedings. No actions or proceedings are pending for the condemnation of any part of the property, or of any adjacent property owned by the seller, or for any acquisition in lieu thereof and, to the best of sellers knowledge and belief, no such actions or proceedings are threatened or contemplated.
- f. Assessments. There are no encumbrances or special assessments, either pending or confirmed, for sidewalks, paving, water, sewer or other improvements on or adjoining the property.
- g. Solvency. Seller is not now insolvent, nor will seller become insolvent as a result of the actions contemplated by this contract.
- h. Environmental matters period to the best knowledge of the seller, the property, including land, surface water, groundwater, and improvements is now and will then be free of all contamination, including, without limitation (i) any hazardous

waste, underground storage tanks, petroleum, regulated substance, or used oil as defined by the resource conservation and recovery act of 1976 (42 USC 6901, et seq.) as amended, or by any regulations promulgated thereunder, (ii) any hazardous substance as defined by the comprehensive environmental response, compensation and liability act of 1980 (41 USC 9601, et seq.) as amended, or by any regulations promulgated thereunder, including, but not limited to, asbestos and radon, (iii) any oil or other hazardous substances as defined by the oil and hazardous substance Control Act of 1976; (iv) any substance the presence of which on, in, or under the property, is prohibited by any law similar to those set forth above, and (v) any other substance by which law regulation, ordinance or guidance, whether published or unpublished requires special handling in its collection, storage, treatment, or disposal.

- i. Boundary disputes. There is no dispute with anyone concerning the location of property lines or corners for the property.
- j. Latent conditions. Seller is unaware of any latent defects regarding the property, such as mine shafts, sinkholes, burial grounds or archaeological deposits or other conditions which would make buyers propose use and development impractical, extraordinarily expensive, or subject to material delays
- k. Liens, Encumbrances and Restrictions. There are no liens, reservations, restrictions, easements, or other encumbrances on the property which in any way limit or impair the use of the property for the purposes contemplated my buyer accept those matters set forth on schedule 15 here of if any.
- l. Non-Foreign Status. Seller is not a foreign person as defined in the federal foreign investment in real estate act of 1980 and the tax Reform Act of 1984, as amended if requested by buyer, seller shall execute a non-foreign affidavit at settlement certifying the foregoing.
- m. Utilities. To the sellers knowledge without any obligation to investigate, upon the completion of the delivery of the property in delivery condition, adequate public storm sewers, public water facilities, electrical facilities and gas facilities, collectively, the utilities, necessary for the use of the property is intended by buyer or available to the property; all such utilities can be tapped into and used without any charge, except normal an usual tap fees and utility charges; And all utilities are available to the property either through adjoining public streets or with invalid public or private easements for connection by the property at the boundary line of the property. To the seller's knowledge without any obligation to investigate, buyer shall be permitted, at buyer's option, to tie into the property utilities adjacent to the property. Seller shall give buyer prompt written notice of the occurrence of any event or receipt of any notice or knowledge the effective which would be to make any representation, warranty or covenant of seller under this paragraph 14. untrue or misleading in any material respect.

- n. Eminent domain disclosures. Seller did not acquire the property through the use of eminent domain and that to the best of its knowledge, none of seller's predecessors in title acquired title through eminent domain.

15. Right and remedies.

- a. Default by seller. In the event that seller shall fail or refuse to consummate the transactions contemplated under this contract for any reason Accept buyers default, buyer may (i) in for specific performance of this contract, and in any such action shall also have the right to recover damages suffered by reason of the delay in the acquisition of the property or (ii) terminate this contract, reserving all claims for money damages, in which event the escrow deposit shall be immediately returned to buyer . No delay or omission in the exercise of any right or remedy of buyer upon any breach by seller shall impair any right or remedy or be construed as a waiver.
- b. Default by buyer. In the event that buyer should fail to perform its obligations to close, except as permitted under this contract, the escrow deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach. It is acknowledged by the parties that payment of the escrow deposit to seller in the event of a breach of this contract by buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that seller would incur as a result of such breach. The payment of the escrow deposit to seller shall not constitute a penalty or forfeiture but actual competitive compensation for sellers anticipated loss, both parties acknowledging that difficulty determining seller's actual damages for such breach.
- c. Enforcement Costs. Should either party employ an attorney or attorneys to enforce any of the provisions of this contract, or to recover damages for the breach of this contract, then the defaulting party agrees to pay all reasonable costs, charges and expenses, including reasonable attorney fees, expanded or in curd in connection herewith.

16. Indemnification provisions.

- a. Indemnification by Seller. The seller hereby indemnifies the buyer, its officers and employees (the buyer's indemnities) and shall save, defend and hold buyer indemnity free and harmless from and against, any and all claims, demands, losses, expenses, damages, causes of action or other liabilities (whether legal or equitable in nature, an including, without limitation, court cost an reasonable attorney fees to which any buyer indemnity may be subject or incur, arising out of, caused by or otherwise relating to (i) any damage to property , or injury or death of any person occurring on or about the property prior to settlement, so long as such damage, injury or death does not result from, directly or indirectly, any act or failure to reasonably act of any buyer indemnity; (ii) the breach up by seller of any representation, warranty, covenant or agreement contained in this contract.

- b. Indemnification by Buyer. The buyer hereby indemnifies the seller, and shall save, defend and hold seller free and harmless from and against any and all claims, demands, losses, expenses, damages, causes of action or other liabilities parentheses whether legal or equitable in nature, and including, without limitation, court costs and attorney fees parentheses to which the seller may be subject or incur, arising out of, caused by or otherwise relating to the buyers inspection of the property pursuant to paragraph 3B of this contract except as may be caused by the negligence or willful misconduct of the seller or of the sellers agents.
 - c. Defense of claims. Seller or buyer, as applicable, shall notify the other with reasonable promptness of any claims which may be asserted as to which such party may be entitled to indemnification here under. The party obliged to provide indemnification shall have the right to defend any such claim as its own expense and with counsel of its choice, provided that such counsel shall be subject to the reasonable approval of the party entitled to such indemnification, and provide it further that the party and tent entitled to indemnification may participate in such defense, if it so chooses, with its own counsel and at its own expense.
17. Escrow of escrow deposit. The escrow agent is appointed escrow agent to receive, hold and disperse the escrow deposit in accordance with the following terms and conditions:
- a. the escrow deposit shall be deposited in an account maintained by a federally insured financial institution, so as to provide availability of funds on no more than two days notice.
 - b. In the event of a default by buyer under the terms of this contract, escrow agent is instructed to deliver the escrow deposit and all interest earned, if any, there on to seller.
 - c. In the event of a default by buyer under the terms of this contract, escrow agent is instructed to deliver the escrow deposit and all interest earned, if any, there on to seller.
 - d. In the event of a default by seller under the terms of this contract, or the termination of this contract by buyer in accordance with its provisions, escrow agent is instructed to deliver the escrow deposit to the buyer.
 - e. In the event of the closing of the sale of the property, the escrow deposit shall be applied to the purchase price.
 - f. Buyer and seller agree that escrow agent shall not be liable for any reason except gross negligence or intentional misconduct.

- g. Escrow agents shall comply with any specific terms contained in this contract with respect to the disbursement of the escrow deposit. Any request for disbursement of the escrow deposit shall be signed by buyer and seller; Provided, however, that if either party makes a written request for disbursement to escrow agent, with a copy to the other party, and the other party fails to object in writing within 10 days, the escrow agent shall be authorized to disperse the escrow deposit to the requesting party. Notwithstanding any provision of this paragraph 17(g) to the contrary, escrow agent is authorized to disperse the escrow deposit in accordance with the order of judgment of any court of competent jurisdiction.
- h. In connection with this escrow, buyer and seller agree to execute such agreements as escrow agent may reasonably request. Failing such execution, escrow agent may decline to serve in such capacity, and buyer and seller shall select a substitute escrow agent by mutual consent.
- i. In the event of any dispute regarding the application of the escrow deposit, escrow agent shall be authorized to disperse the escrow deposit to a court of competent jurisdiction, to be held pending resolution of that dispute.
- j. If escrow agent is required to Institute or participate in litigation as a result of this escrow, seller and buyer shall be jointly and severally obligated to reimburse it for any costs and expenses, including reasonable attorney fees, actually incurred by it.

18. Miscellaneous provisions.

- a. Execution of Contract. To facilitate execution, this contract may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart here up. All such counterparts shall constitute collectively a single agreement.
- b. Construction of contract. This written contract constitutes the entire and complete agreement between buyer and seller with respect to the property and supersedes any prior oral or written communication between them. This contract shall be governed by and construed in accordance with the laws of the state of North Carolina. If any provision of this contract shall be in violation of any applicable law, or enforceable for any reason, the invalid invalidity or unenforceability of such provision shall not invalidate or render unenforceable any other provision thereof descriptive headings included herein are included for convenience only and shall not control or affect the meaning or construction of provisions of this contract. Each exhibit or addendum referred to in this contract and attached hereto is incorporated herein as of set out fully in the body of this contract. The parties acknowledge that each party and its council have participated in the negotiation and preparation of this contract. This contract shall be construed without regard to any resumption or other rule requiring construction against the party causing the contract to be drafted.

- c. Time of performance. If the date of closing, the last day under any notice, or the last day to perform any obligation here under falls on a Saturday, Sunday or legal holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
- d. Modification or waiver. No modification, waiver or amended of any provision of this contract shall be implied from any course of conduct or shall not be effective unless set forth in a written agreement executed by the party against whom such modification, waiver or amendment is sought to be enforced.
- e. Binding effect. This contract shall be binding and shall inure to the benefit of the parties here too, and their respective successors and assigns.
- f. Survival. All of the representations, warranties and indemnifications provided in this contract shall survive closing.
- g. Further assurances. The parties agree to sign , execute and deliver, or cause to be signed, executed and delivered, or to do or make, or cause to be done and made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirming or otherwise, as may be reasonably required to affect the purpose and the intent of this contract.
- h. Assignment. Buyer shall have the right to assign or otherwise transfer it's interest in this contract at or before closing without the prior consent of seller.
- i. Tax deferred exchange, in the event that buyer or seller desires to effect a tax deferred exchange in connection with the conveyance of the property, buyer and seller agrees to cooperate in effecting such exchange; Provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax deferred exchange . Seller and buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

In witness whereof, the parties here to have executed this contract of sale and a fixed, there seals here too on the day and year first written above.

This the _____ day of July, 2020..

SELLER: MORRIS PROPERTIES INC

By: _____

In witness whereof, the parties here to have executed this contract of sale and a fixed,
there seals here too on the day and year first written above.

This the _____ day of August, 2020.

BUYER: COUNTY OF MOORE

ATTEST:

Laura M. Williams, Clerk to the Board

Agenda Item:**Meeting Date: September 1, 2020****MEMORANDUM TO BOARD OF COMMISSIONERS:**

FROM: David Lambert, Solid Waste Director

DATE: August 25, 2020

SUBJECT: Environmental Monitoring and General Services

PRESENTER: David Lambert

REQUEST:

Execute the contract with S&ME, Inc. for engineering, consulting, and monitoring services for the Solid Waste Department. This contract would be for a term of three years for an amount not to exceed \$100,000 annually. In FY 20-21, however, the total not to exceed contract is \$112,200 to account for non-routine consulting services necessary this year.

Generally, monitoring services will include approximately \$50,000 of the annual contract and general consulting matters will cover the remaining contract. Today, we are seeking approval of the master agreement which provides an overview of each party's rights and responsibilities and also a contract amendment that specifies detail how the general consulting dollars will be spent. We intend to plan ahead for the services we need and submit an amendment each year detailing how those funds are spent. We believe that this will provide transparency and accountability for everyone involved.

BACKGROUND:

The Moore County landfill is comprised of approximately 314 acres a closed unlined Municipal Solid Waste (MSW) landfill and the active Construction & Demolition (C&D) landfill unit. There are two groundwater compliance well networks, with one background monitoring well providing background data for both networks. Semiannual groundwater sampling events and quarterly landfill gas monitoring are required for both the C&D and MSW landfill units. Moore County also has needs for assistance on various operational projects, including permitting and operational improvements.

Moore County has historically had several contracts for all the various services it requires. To simplify the contracting process and ensure transparency and accountability of services, Moore County solicited a comprehensive RFQ for these consulting services which would be included in a single contract. Moore County was pleased to receive twelve outstanding proposals. After scoring all proposals and interviewing top contenders, the selection committee recommended S&ME for these services.

The attached proposal identifies Task 1 and Task 2 for Semi-annual water quality monitoring and quarterly gas monitoring, respectfully. Task 3 is reserved for General Solid Waste Consulting Services. At least annually, an amendment will be made to the define the specific projects under Task 3—General Solid Waste Consulting.

This will allow the Board to know which projects we are currently engaging and allow predictability for staff and the consulting firm on which projects are priority.

For FY 20/21 we are engaging in the following tasks:

- Groundwater and Landfill Gas corrective Actions Alternatives Consulting
- Stormwater Compliance Support
- Borrow Area Study and Permitting
- Annual Airspace Calculations
- General Solid Waste Consulting, On Call

This contract is separate and distinct from the Cell 6 Expansion Project which is contracted by Golder & Associates.

IMPLEMENTATION PLAN:

Authorize contract amendment to be signed.

FINANCIAL IMPACT STATEMENT:

Contract services is a budgeted item.

RECOMMENDATION SUMMARY:

1. Make a motion to accept the recommendation of the selection committee to contract with S&ME for Solid Waste Engineering, Consulting, and Monitoring services and approve the attached master contract in an amount not to exceed \$100,000 for general consulting services and monitoring and authorize the Chair to sign all necessary documents.
2. Make a motion to approve a contract amendment 1 specifying the consulting services required for FY 20/21 and increasing this year's annual contract amount by \$12,200 (totaling \$112,200) and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Contract
Contract Amendment #1

**NORTH CAROLINA
MOORE COUNTY**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made, and entered into this 1st day of September, 2020, by and between the **COUNTY OF MOORE** (hereinafter referred to as "**COUNTY**", party of the first part and **S&ME, INC.**, (hereinafter referred to as "**ENGINEER**"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

ENGINEER hereby agrees to provide services under this Contract (hereinafter referred to collectively as "**SERVICES**") pursuant to the provisions and specifications identified in "Attachments 1 and 2." **COUNTY** hereby agrees to pay for services contained in Attachment 1 and pursuant to paragraph "3" of this contract. Attachments 1 and 2 are hereby incorporated by reference as if fully set out herein.

2. TERM OF CONTRACT

The **term of this CONTRACT for services is from September 1, 2020 through August 31, 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 ENGINEER

ENGINEER shall receive from **COUNTY** a sum not to exceed **\$100,000.00** as full compensation for the provision of service per fiscal year beginning July 1, 2020 – June 30, 2021. **COUNTY** agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this Contract. Unless otherwise specified, **ENGINEER** shall submit an itemized invoice to **COUNTY** by the end of the month during which services are performed. **COUNTY** will process payment promptly upon receipt and approval of the invoice.

4. ENGINEER AND CLIENT ROLES AND RESPONSIBILITIES

COUNTY and **ENGINEER** agree that **ENGINEER** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **ENGINEER'S** duties under this contract. Accordingly, **ENGINEER** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **ENGINEER'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal income tax and State income tax, Social Security and Unemployment Insurance taxes.

ENGINEER, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **ENGINEER** shall indemnify and hold harmless the **COUNTY** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, arising directly from the negligent performance of this Contract or the negligent acts, errors, or omissions of the **ENGINEER** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **ENGINEER** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **ENGINEER** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event **ENGINEER** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **ENGINEER** shall carry or cause its employees to carry adequate

medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

ENGINEER shall maintain, at its expense, the following minimum insurance coverage:
\$1,000,000 --- Professional liability insurance
\$1,000,000 --- Bodily Injury Liability
\$ 100,000 --- Property Damage Liability
\$1,000,000 --- Combined Single Limit Bodily Injury and Property Damage

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

6. HEALTH AND SAFETY

While providing services under this contract, **ENGINEER** shall 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 only for its activities and those of its employees and subcontractors. **ENGINEER'S** services under this contract are performed for the sole benefit of the **COUNTY** and no other entity shall have any claim against **ENGINEER** because of this contract or the performance or nonperformance of Services hereunder.

7. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

8. TERMINATION OF AGREEMENT

Either party upon sixty (60) days' written notice to the other party may terminate this contract, without cause. This termination notice period shall 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 shall be entitled to such additional rights and remedies as may be allowed by relevant law.

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

9. SUCCESSORS AND ASSIGNS

ENGINEER shall not assign its interest in this contract without the written consent of **COUNTY**. **ENGINEER** has no authority to enter into contracts on behalf of **COUNTY**.

10. COMPLIANCE WITH LAWS.

ENGINEER 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.

11. NOTICES

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

COUNTY OF MOORE:
Moore County Solid Waste
P.O. BOX 905
Carthage, NC 28327
Attn: David Lambert, Director

ENGINEER:
S&ME, Inc.
2724 Discovery Drive, Suite 120
Raleigh, NC 27616
Attn: Thomas Raymond,
Area Manager-Environmental Service

12. AUDIT RIGHTS

For all services being provided under this contract, **COUNTY** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **ENGINEER** must make the materials to be audited available within one (1) week of the request for them.

13. COUNTY NOT RESPONSIBLE FOR EXPENSES

COUNTY shall not be liable to **ENGINEER** for any expenses paid or incurred by **ENGINEER** unless otherwise agreed in writing.

14. EQUIPMENT

ENGINEER shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

15. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachments 1 and 2" shall constitute the entire understanding between **COUNTY** and **ENGINEER** and may be amended only by written mutual agreement of the parties.

16. E-VERIFY (IF APPLICABLE)

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.

17. 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.

18. 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.

19. 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.

20. PROIRITY 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. AMENDMENT

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

24. DRAFTED BY BOTH PARTIES

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

25. 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

S&ME, INC.

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

**Thomas Raymond
Area Manager – Environmental Services**

ATTEST

**Laura M. Williams
Clerk to the Board**

Certificate of Finance Officer

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

Finance Officer

ATTACHMENT 1 SCOPE OF SERVICES

ENGINEER will provide engineering, consulting and monitoring services for the Moore County Landfill and Solid Waste management. This is a Master Agreement that will cover all semi-annual water quality monitoring and landfill gas monitoring as set forth herein and in Attachment 2, Tasks 1 and 2. This agreement also includes General Consulting Services set forth herein and in Attachment 2, Task 3. The specific general consulting services will be identified and approved on an annual basis through amendments during the three-year term of this contract.

Tasks 1 and 2 cover the activities for the landfill compliance monitoring. Task 1 will include the activities to complete the semi-annual groundwater and surface water monitoring events and reporting tentatively scheduled for Fall 2020 and Spring 2021. Task 2 includes the activities to complete the quarterly methane monitoring to be conducted during the 3rd and 4th Quarter of 2020 and the 1st and 2nd Quarter of 2021.

Attachment 2, which is attached hereto and incorporated by references, contains details and specifications about the specific services to be provided to the County by the Engineer.



Proposal For Solid Waste Engineering,
Consulting and Monitoring Services
Moore County Landfill
Carthage, North Carolina
S&ME Proposal No. 43-2000335A

PREPARED FOR:

Moore County
PO Box 1927
Carthage, North Carolina 28327

PREPARED BY:

S&ME, Inc.
8646 West Market Street, Suite 105
Greensboro, NC 27409

July 29, 2020



July 29, 2020

Moore County
PO Box 1927
Carthage, North Carolina 28327-1927

Attention: Mr. David Lambert transmitted by email to: dlambert1@moorecountync.gov

Reference: **Proposal For Engineering, Consulting, and Monitoring Services
Moore County Landfill Solid Waste**
Aberdeen, North Carolina
S&ME Proposal No. 43-2000335

Dear Mr. Lambert:

We are pleased that Moore County (County) selected S&ME, Inc. (S&ME) as your consultant for *Engineering, Consulting and Monitoring Services – Solid Waste*, associated with RFQ 2020-02. In response to your request S&ME prepared this proposal which specifically addresses the well-defined scope of services associated with groundwater, surface water, and methane monitoring at the Moore County Landfill for fiscal year 2020-2021. Services proposed herein are required for compliance with North Carolina Solid Waste Management Rules and your North Carolina Department of Environmental Quality, Division of Waste Management, Solid Waste Section (NCDEQ) approved *Water Quality Monitoring Plan* and *Landfill Gas Monitoring Plan*.

This proposal also outlines anticipated Solid Waste engineering, consulting and monitoring services to be covered under this master agreement; however, we understand that these non-routine services will be authorized separately by Moore County under supplemental agreement(s), each with a scope of services and budget(s).

This proposal may serve as a master agreement between S&ME and Moore County. It outlines our current understanding of the project, presents a proposed scope of services, a schedule, fee estimates, and provisions for authorization to proceed with these services. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of the proposal.

◆ Background

The Moore County landfill is comprised of approximately 314 acres a closed unlined Municipal Solid Waste (MSW) landfill and the active Construction & Demolition (C&D) landfill unit. There are two groundwater compliance well networks, with one background monitoring well providing background data for both networks. The groundwater monitoring wells represent conditions in the uppermost aquifer underlying the facility, positioned for detection of potential releases from the landfill units; with some wells employed to assess the efficacy of natural attenuation as a corrective measure. The facility water quality monitoring also involves four stream (surface water) sample locations, two upstream and two downstream. One private water supply well east of the facility, the Blake residence well, is also monitored in accordance with the approved monitoring plan.



Proposal For Engineering, Consulting, and Monitoring Services
Moore County Landfill Solid Waste
 Aberdeen, North Carolina
 S&ME Proposal No. 43-2000335

We understand the following:

- The C&D landfill is currently in Assessment Monitoring
- The MSW landfill is currently in Corrective Action Monitoring, which includes monitored natural attenuation (MNA) performance monitoring parameters for most monitoring wells.

Quarterly landfill gas monitoring is required for both the C&D and MSW landfill units. Monitoring well MW-15 has had Lower Explosive Level (LEL) exceedances, which triggered the need for a Landfill Gas Remediation Plan (LFRP). The previously installed landfill gas cut-off trench appears to be having an impact on landfill gas management and on volatile organic compounds detected in groundwater. However, additional monitoring is needed to demonstrate adequacy of the LFRP and impacts on MNA as a corrective measure for groundwater. Services related to maintaining compliance with approved corrective measures will be addressed separately from the routine compliance scope of services.

The proposed scope of services for this master agreement is for:

- Semi-annual groundwater sampling events that will satisfy regulatory requirements for the Fall 2020 and Spring 2021 semi-annual sampling events.
- Quarterly landfill gas monitoring to be conducted between July 1, 2020 and June 30, 2021.

The site activities and analytical testing for semi-annual water quality monitoring and landfill gas monitoring will be performed in general accordance with the monitoring plans approved by NCDEQ.

◆ Scope of Services

Tasks 1 and 2 cover the activities for the landfill compliance monitoring. Task 1 will include the activities to complete the semi-annual groundwater and surface water monitoring events and reporting tentatively scheduled for Fall 2020 and Spring 2021. Task 2 includes the activities to complete the quarterly methane monitoring to be conducted during the 3rd and 4th Quarter of 2020 and the 1st and 2nd Quarter of 2021.

Task 1 – Semi-Annual Water Quality Monitoring

We understand that the following document outlines the NCDEQ requirements for semi-annual water quality monitoring at the subject facility.

- *Water Quality Monitoring Plan – Moore County Landfill, Permit No. 63-10, Volume 2 – Moore County Design Hydrogeological Report and Monitoring Plans, Golder Associates NC, Inc., dated December 10, 2019.*

S&ME will conduct both monitoring events in general accordance with the above referenced Water Quality Monitoring Plan. **Note: analytical results for the April 2020 monitoring event triggered installation and testing of monitoring well MW-19. As a result of this recent change, our proposed scope of services incorporated semi-annual monitoring of well MW-19.** Analytical services will be subcontracted with a North Carolina certified laboratory. **Attachment 1** provides a summary of the laboratory analyses proposed for the Fall 2020 sampling event and a summary of the laboratory analyses proposed for the Spring 2021 sampling event.



Proposal For Engineering, Consulting, and Monitoring Services

Moore County Landfill Solid Waste

Aberdeen, North Carolina

S&ME Proposal No. 43-2000335

S&ME will provide sampling equipment and trained personnel to collect the groundwater and surface water samples for chemical analysis in accordance with the facility's approved WQMP. S&ME personnel will measure and document field parameters including, but not limited to, specific conductivity, pH, temperature, Dissolved Oxygen (DO), Oxidation Reduction Potential (ORP) and turbidity during purging procedures and will collect the samples when field parameters are stable. Groundwater samples will be collected from the monitoring wells in general accordance with the WQMP. Surface water samples will be collected by directly filling laboratory-provided sample containers. Each sample will be labeled with the sample identification number, date, time of sampling, the sampler's initials, and indication of the intended laboratory analysis and preservative.

Quality assurance and quality control (QA/QC) will be measured during the sampling events by collecting and analyzing one blind duplicate sample and one equipment blank sample per sampling event. One trip blank will accompany each laboratory package under standard chain-of-custody procedures delivered from the laboratory and returned to the laboratory. Samples will be stored in laboratory pack insulated coolers with ice immediately after collection. The laboratory packs will be delivered overnight to a NCDEQ certified laboratory for analysis. The samples will be maintained under chain-of-custody procedures through delivery to the laboratory.

Each groundwater and surface water semi-annual sampling event will be documented with a sampling report prepared by S&ME. The semi-annual monitoring reports will be submitted to Moore County's Landfill Manager and to NCDEQ, and will include the results of the groundwater analyses, groundwater elevations, and groundwater flow data. S&ME will review the laboratory analytical data and tabulate the data into formats similar to previous sampling events. We will also prepare figures presenting estimated groundwater elevations, groundwater flow direction, and groundwater flow velocity for the subject sampling event.

Task 2 – Landfill Gas Monitoring

We understand that the following document outlines the NCDEQ approved requirements for quarterly landfill gas monitoring at the subject facility.

- *Landfill Gas Monitoring Plan – Moore County Landfill, Permit No. 63-10, Volume 2 – Moore County Design Hydrogeological Report and Monitoring Plans, Golder Associates NC, Inc., dated December 10, 2019.*

S&ME proposes to conduct the routine methane monitoring as an independent third party at the landfill on a quarterly basis. S&ME will measure methane concentrations from 11 gas monitoring points, the three on-site structures (scale house, maintenance buildings, and the transfer station office building), and one off-site structure (Blake residence) as summarized below.



Proposal For Engineering, Consulting, and Monitoring Services

Moore County Landfill Solid Waste

Aberdeen, North Carolina

S&ME Proposal No. 43-2000335

Gas Monitoring Wells	On-Site Structures	Off-Site Structures
GP-9, GP-10R, GP-11, GP-12, GP-13R, GP-14R, GP-15R, GP-16, GP-17, GP-18, and GP-19	scale house, maintenance buildings, and the transfer station office building	Blake residence (annual)

Methane gas monitoring will be completed by S&ME personnel using a GEM2000™ (or equivalent) landfill gas analyzer. S&ME will examine and note the general condition of the well or building before methane concentrations are measured.

Our scope of services does not include activities outlined in the Landfill Gas Monitoring Plan, Contingency Plan. If landfill gas monitoring triggers implementation of the contingency plan, a separate proposal or change order will be issued to Moore County for the performance of these services.

S&ME will provide correspondence with the methane monitoring records following each quarterly monitoring event to the landfill manager. These records will be suitable to include in the operating record at the landfill facility to satisfy Section .1600, Rule .1626 of the Solid Waste Rules for methane gas monitoring record keeping.

Task 3 General Solid Waste Consulting Services

Based on our understanding of the project and as outlined in the RFQ, Moore County may request:

- Phase II of the proposed groundwater remedy,
- Phase II of the proposed LFG remedy at the closed MSW landfill,
- Periodic general environmental consulting services at the active yard debris operations, active C&D, and closed MSW Landfills.

S&ME will work closely with Moore County to assess their solid waste consulting priorities, then develop relevant scopes of services for the requested tasks. Potential Task 3 general solid waste consulting services for fiscal year 2020-2021 may include but are not limited to the following:

- Analysis of alternatives to the proposed groundwater remedy and consultation with NCDEQ regarding possible modification of the proposed remedies.
- Analysis of the current landfill gas remedy and consultation with NCDEQ regarding possible modification of the proposed remedies.
- Stormwater compliance assistance.
- Alternate Source Demonstration for the C&D landfill.
- Borrow Pit study and Erosion and Sediment Control Plan (E&SC) development.
- Assist with design of the new solid waste convenience site.
- Technical assistance with the annual landfill airspace calculations.
- Installation of monitoring wells and landfill gas monitoring wells in accordance with NCDEQ approved plans.



◆ Assumptions & Limitations

This proposal and associated fee estimated were developed based on the following assumptions and limitations.

- Each groundwater and landfill gas monitoring point will be readily accessible by S&ME with a standard 4x4 pickup truck.
- Each groundwater monitoring well is fully functional and does not require repair or further development to attain generally accepted turbidity levels required for a representative groundwater sample.
- Groundwater sampling and analyses are in accordance with the *Water Quality Monitoring Plan* dated December 19, 2020.
- Moore County will provide S&ME with electronic copies of historic landfill gas and groundwater monitoring data and data tables.
- Moore County will provide S&ME will electronic CAD files for the facility, sufficient for the development of the required monitoring reports.

◆ Proposed Schedule

The groundwater and surface water sampling events are scheduled for Fall 2020 and Spring 2021 (**Task 1**). During semi-annual sampling events, we estimate that the semi-annual reports will be submitted to you for review within four weeks of receipt of the analytical results. Methane monitoring will be completed quarterly with events scheduled for 3rd and 4th Quarters of 2020, and 1st and 2nd Quarters of 2021 (**Task 2**). Quarterly deliverables for methane monitoring will include summary tables of the monitoring results delivered via email to Moore County within two weeks of completing the field work (**Task 2**).

Schedules for requested **Task 3** services will be defined on a task by task basis.

◆ Fee Estimate

S&ME proposes to conduct the solid waste engineering, consulting, and monitoring services described herein on a time and materials basis in accordance with the attached fee schedule (Attachment II). Based on the scopes of services as outlined herein, S&ME proposes:

- Perform Task 1 and Task 2 with a fiscal year 2020-2021 budget of **\$50,000**. Attachment III, Table 1 and Table 2 provide detailed fee estimates for the proposed water quality monitoring and quarterly methane monitoring. These detailed fee estimates are further summarized in Attachment III, Table 3.
- A budget of **\$ 50,000** is proposed for Task 3, fiscal year 2020-2021. As proposed herein, Task 3 services will be provided only upon request by Moore County. A supplemental proposal for each requested task will be prepared to define the proposed scope of services and associated fees. This approach will provide for transparent tracking of requested Task 3 scopes of services and associated fees.

S&ME will invoice Moore County based on the actual labor hours and expenses expended and will not exceed the established budget for proposed services without obtaining prior approval. S&ME will generate and forward periodic progress invoices for services provided during our normal billing cycle, generally every four to five weeks.



Proposal For Engineering, Consulting, and Monitoring Services
Moore County Landfill Solid Waste
Aberdeen, North Carolina
S&ME Proposal No. 43-2000335

◆ **Authorization for Services**

Our Agreement for Services Form AS-071 is attached (Attachment IV) and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by having an authorized agent of Moore County sign the form and return both copies to our office for execution. We will sign both copies and return one original to the County and one copy to you for your file. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will serve as acceptance of our Agreement for Services and an authorization to proceed with performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

The following Moore County terms and conditions are incorporated as part of this proposal. Copies of the previously signed corresponding affidavits and RQF 2020-02 are provided in Attachment IV.

- Moore County E-Verify
- Moore County non-Collusion
- Moore County RFQ 2020-02 terms and conditions

◆ **Closing**

S&ME, Inc. appreciates the opportunity to be of continued service to Moore County. Please contact Edmund Henriques at (336) 312-3330 if you have any questions or if we can be of further assistance.

Sincerely,
S&ME, Inc.

Handwritten signature of Edmund Q.B. Henriques in black ink.

Edmund Q.B. Henriques, LG
Senior Project Manager/Senior Geologist
ehenriques@smeinc.com

Handwritten signature of Thomas Raymond in blue ink.

Thomas Raymond, PE
Area Manager – Environmental Service
traymond@smeinc.com

Attachments

- Attachment I – Summary of Monitoring Plan Sample Locations and Laboratory Analyses
- Attachment II – Fee Schedule
- Attachment III – Fee Estimates
- Attachment IV – Agreement for Services & Additional Terms and Conditions



Proposal For Engineering, Consulting, and Monitoring Services
Moore County Landfill Solid Waste
Aberdeen, North Carolina
S&ME Proposal No. 43-2000335

Attachments

Attachment I – Summary of Proposed Monitoring

Attachment I
Summary of Proposed Laboratory Analysis for Each Sampling Location
October 2020 (Fall) Sampling Event
Aberdeen, North Carolina
(S&ME Proposal Number 43-2000335)

	Parameters	Methods	Background	C&D Monitoring Well Network										MSW Monitoring Well Network										Surface Water Monitoring Network				Private Well
			MW-5	MW-4	MW-11SR	MW-11DR	MW-13SR	MW-13DR	MW-14	MW-17S	MW-17D	MW-18	MW-19	MW-1	MW-2	MW-3	MW-6	MW-7	MW-8	MW-9	MW-15R	SW-1	SW-2	SW-3	SW-4	PW-1		
Assessment Monitoring Active C&D Landfill	Appendix I VOCs (plus Tetrahydrofuran)	EPA 8260B	X	X	X	X	X	X	X	X	X	X	X									X	X	X	X			
	Detected Appendix II VOCs ¹	EPA 8260B	X		X				X													X	X	X	X			
	Low Level 1,4-Dioxane	EPA 8260 D-SIM	X	X	X	X	X	X	X	X	X	X	X									X	X	X	X			
	Appendix I Metals plus Fe & Mn	EPA 6010/6020	X	X	X	X	X	X	X	X	X	X	X															
	Mercury	EPA 7470	X	X	X	X	X	X	X	X	X	X	X															
	Chloride	EPA 300.0	X	X	X	X	X	X	X	X	X	X	X															
	Sulfate	EPA 300.0	X	X	X	X	X	X	X	X	X	X	X															
	Sulfide	SM 4500S2 D-2011	X	X	X	X	X	X	X	X	X	X	X															
	Total Alkalinity	EPA 310.2	X	X	X	X	X	X	X	X	X	X	X															
Total Dissolved Solids (TDS)	SM 2540C-2011	X	X	X	X	X	X	X	X	X	X	X																
Corrective Action Performance (MNA) Monitoring Closed MSW Landfill	Appendix I VOCs (plus Tetrahydrofuran)	EPA 8260B												X	X	X	X	X	X	X	X	X	X	X	X	X		
	Low Level 1,4-Dioxane	EPA 8260 D-SIM												X	X	X	X	X	X	X	X	X	X	X	X	X		
	RCRA Metals	EPA 6010/6020/7470												X	X	X	X	X	X	X	X	X	X	X	X	X		
	Chloride	EPA 300.0/300.1/9056												X	X	X	X	X	X	X	X							
	Nitrate as N	EPA 300.0/353.2/9056	X	X	X									X	X	X	X	X	X	X	X							
	Nitrate/Nitrite as N	EPA 300.0/353.2/9056	X	X	X									X	X	X	X	X	X	X	X							
	Nitrite as N	EPA 300.0/353.2/9056	X	X	X									X	X	X	X	X	X	X	X							
	Sulfate	EPA 300.0/300.1/9056												X	X	X	X	X	X	X	X							
	Sulfide	SM 4500SD												X	X	X	X	X	X	X	X							
	Total Alkalinity	EPA 310.2												X	X	X	X	X	X	X	X							
	Total Organic Carbon (TOC)	EPA 415.1/9060	X											X	X	X	X	X	X	X	X							
	CO ₂ , Ethane, Ethene, Methane	RSK-175	X											X	X	X	X	X	X	X	X							
	Volatile Fatty Acids ²	Not Applicable ⁴																										
Hydrogen ²	AM20GAX																											
Water Quality Parameter (Taken at time of sample)	pH	EPA 8260B	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X		
	Conductivity	EPA 8260 D-SIM	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X		
	Temperature	EPA 6010/6020/7470	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X		
	Dissolved Oxygen	EPA 300.0/300.1/9056	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X		
	ORP	EPA 300.0/353.2/9056	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X		
	Water Level	EPA 300.0/353.2/9056	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X					X		
	Ferrous Iron	EPA 300.0/353.2/9056	X	X	X												X	X	X	X	X					X		

Notes:
X - Denotes inclusion in column group
= 2019 WQM Plan proposed to move these monitoring wells to annual monitoring (in the fall of each year) based on location from source and the existence of significant historical data.

- The only recent additional Appendix II constituent detected at the C&D monitoring network is Naphthalene. Naphthalene will continue to be monitored in select monitoring wells annually during the spring event within the C&D monitoring network in accordance with NCAC 13B .0545.
- Volatile fatty acids and dissolved hydrogen will continue to be monitored every 5th year in accordance with a letter received from NC DEQ on April 18, 2008 and incorporated into a Corrective Action Evaluation Report (the next report will follow the sampling performed in 2021; therefore, VFAs and hydrogen will be collected next in 2021)
- VOCs = Volatile Organic Compounds
- NoEPA Method number currently exists for the analysis of fatty acids.

QA/QC Parameters Include:
1 Equipment Blank (8260/6010 App I list)
1 Trip Blank (8260 App I list)
1 Duplicate Sample (8260/6010 App I list)

Attachment 1
Summary of Proposed Laboratory Analysis for Each Sampling Location
April 2021 (Spring) Sampling Event
Aberdeen, North Carolina
S&ME Project No. 4358-20-043
(S&ME Proposal Number 43-2000335)

	Parameters	Methods	Background	C&D Monitoring Well Network										MSW Monitoring Well Network										Surface Water Monitoring Network				Private Well
			MW-5	MW-4	MW-11SR	MW-11DR	MW-13SR	MW-13DR	MW-14	MW-17S	MW-17D	MW-18	MW-19	MW-1	MW-2	MW-3	MW-6	MW-7	MW-8	MW-9	MW-15R	SW-1	SW-2	SW-3	SW-4	PW-1		
Assessment Monitoring Active C&D Landfill	Appendix I VOCs (plus Tetrahydrofuran)	EPA 8260B	X	X	X	X	X	X	X	X	X	X	X									X	X	X	X			
	Detected Appendix II VOCs ¹	EPA 8260B	X		X				X													X	X	X	X			
	Low Level 1,4-Dioxane	EPA 8260 D-SIM	X	X	X	X	X	X	X	X	X	X	X									X	X	X	X			
	Appendix I Metals plus Fe & Mn	EPA 6010/6020	X	X	X	X	X	X	X	X	X	X	X															
	Mercury	EPA 7470	X	X	X	X	X	X	X	X	X	X	X															
	Chloride	EPA 300.0	X	X	X	X	X	X	X	X	X	X	X															
	Sulfate	EPA 300.0	X	X	X	X	X	X	X	X	X	X	X															
	Sulfide	SM 4500S2 D-2011	X	X	X	X	X	X	X	X	X	X	X															
	Total Alkalinity	EPA 310.2	X	X	X	X	X	X	X	X	X	X	X															
	Total Dissolved Solids (TDS)	SM 2540C-2011	X	X	X	X	X	X	X	X	X	X	X															
Corrective Action Performance (MNA) Monitoring Closed MSW Landfill	Appendix I VOCs (plus Tetrahydrofuran)	EPA 8260B														X	X	X	X	X	X	X	X	X	X			
	Low Level 1,4-Dioxane	EPA 8260 D-SIM														X	X	X	X	X	X	X	X	X	X			
	RCRA Metals	EPA 6010/6020/7470														X	X	X	X	X	X	X	X	X	X			
	Chloride	EPA 300.0/300.1/9056														X	X	X	X	X								
	Nitrate as N	EPA 300.0/353.2/9056	X	X	X											X	X	X	X	X								
	Nitrate/Nitrite as N	EPA 300.0/353.2/9056	X	X	X											X	X	X	X	X								
	Nitrite as N	EPA 300.0/353.2/9056	X	X	X											X	X	X	X	X								
	Sulfate	EPA 300.0/300.1/9056														X	X	X	X	X								
	Sulfide	SM 4500SD														X	X	X	X	X								
	Total Alkalinity	EPA 310.2														X	X	X	X	X								
Total Organic Carbon (TOC)	EPA 415.1/9060	X													X	X	X	X	X									
CO ₂ , Ethane, Ethene, Methane	RSK-175	X													X	X	X	X	X									
Volatile Fatty Acids ²	Not Applicable ⁴	X ²	X ²	X ²											X ²													
Hydrogen ²	AM20GAX	X ²	X ²	X ²											X ²													
Water Quality Parameter (Taken at time of sample)	pH	EPA 8260B	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			
	Conductivity	EPA 8260 D-SIM	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			
	Temperature	EPA 6010/6020/7470	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			
	Dissolved Oxygen	EPA 300.0/300.1/9056	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			
	ORP	EPA 300.0/353.2/9056	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			
	Water Level	EPA 300.0/353.2/9056	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X								
Ferrous Iron	EPA 300.0/353.2/9056	X	X	X											X	X	X	X	X									

Notes:
X - Denotes inclusion in column group
= 2019 WQMP proposed to move these monitoring wells to annual monitoring (in the fall of each year) based on location from source and the existence of significant historical data.

- The only recent additional Appendix II constituent detected at the C&D monitoring network is Naphthalene. Naphthalene will continue to be monitored in select monitoring wells annually during the spring event within the C&D monitoring network in accordance with NCAC 13B .0545.
- Volatile fatty acids and dissolved hydrogen will continue to be monitored every 5th year in accordance with a letter received from NC DEQ on April 18, 2008 and incorporated into a Corrective Action Evaluation Report (the next report will follow the sampling performed in 2021; therefore, VFAs and hydrogen will be collected next in 2021)
- VOCs = Volatile Organic Compounds
- No EPA Method number currently exists for the analysis of fatty acids.

QA/QC Parameters Include:
1 Equipment Blank (8260/6010 App I list)
1 Trip Blank (8260 App I list)
1 Duplicate Sample (8260/6010 App I list)

Attachment II – Fee Estimate Tables

Table 1A - Fee Estimate
Moore County Landfill - October 2020 (Fall) Sampling Event
S&ME Project No. 4358-20-043
(S&ME Proposal Number 43-2000335A)



I Project Coordination and HASP Preparation

D Project Engineer/Manager (Level III)	4	hours @	\$ 115.00	per hour	\$ 460.00
B Project Professional (Level II)	8	hours @	\$ 95.00	per hour	\$ 760.00
J. CAD Operator	0	hours @	\$ 75.00	per hour	\$ -
D Administration/Secretarial	6	hours @	\$ 50.00	per hour	\$ 300.00
Subtotal:					\$ 1,520

II Detection Monitoring Compliance Groundwater and Surface Water

A Registered Professional/Project Manager	2	hours @	\$ 125.00	per hour	\$ 250.00
B Project Professional (Level II)	4	hours @	\$ 95.00	per hour	\$ 380.00
C Environmental Technician	24	hours @	\$ 85.00	per hour	\$ 2,040.00
D Environmental Technician	24	hours @	\$ 85.00	per hour	\$ 2,040.00
E Water Level Indicator Probe	2	days @	\$ 25.00	per day	\$ 50.00
F Peristaltic Pump (2 pumps)	2	days @	\$ 90.00	per day	\$ 180.00
G Polyethylene Tubing	600	feet @	\$ 0.45	per foot	\$ 270.00
H Multi-Parameter Meter (pH, Spec. Conductivity, D.O., ORP, Temp, Turbidity)	2	days @	\$ 200.00	per day	\$ 400.00
I Ferrous Iron (Field Sampling kit)	11	samples @	\$ 5.00	per sample	\$ 55.00
J. Consumables - groundwater sampling	2	days @	\$ 30.00	per day	\$ 60.00
K Mileage	200	miles @	\$ 0.55	per mile	\$ 110.00
L Laboratory Analysis - Appendix I VOCs - plus Tetrahydrofuran	27	samples	\$ 95.45	each	\$ 2,577.15
M Laboratory Analysis - Detected Appendix II VOCs (Naphthalene)	6	samples	\$ 30.00	each	\$ 180.00
N Laboratory Analysis - 1,4-Dioxane (per NCDEQ May 2018 Memo)	24	samples	\$ 55.00	each	\$ 1,320.00
O Laboratory Analysis - Appendix I metals, plus Fe & Mn	15	samples	\$ 93.50	each	\$ 1,402.50
P Laboratory Analysis - Mercury	11	samples	\$ 16.50	each	\$ 181.50
Q Laboratory Analysis - Chloride	19	samples	\$ 13.20	each	\$ 250.80
R Laboratory Analysis - Sulfate	19	samples	\$ 13.20	each	\$ 250.80
S Laboratory Analysis - Sulfide	19	samples	\$ 16.50	each	\$ 313.50
T Laboratory Analysis - Total Alkalinity	19	samples	\$ 13.20	each	\$ 250.80
U Laboratory Analysis - Total Dissolved Solids (TDS)	11	samples	\$ 16.50	each	\$ 181.50
V Laboratory Analysis - RCRA Metals	15	samples	\$ 80.30	each	\$ 1,204.50
W Laboratory Analysis - Nitrate as N	11	samples	\$ 13.20	each	\$ 145.20
X Laboratory Analysis - Nitrate/Nitrite as N	11	samples	\$ 13.20	each	\$ 145.20
Y Laboratory Analysis - Nitrite as N	11	samples	\$ 13.20	each	\$ 145.20
Z Laboratory Analysis - Total Organic Carbon (TOC)	9	units	\$ 38.50	each	\$ 346.50
AA Laboratory Analysis - Co2, Ethane, Ethene, Methane	9	samples	\$ 93.50	each	\$ 841.50
Subtotal:					\$ 15,571.65

Sample list above included Quality Control Samples (1 Blind Duplicate, 1 Equipment Blank and 1 Trip Blank)

III Fall 2020 Semi-Annual Monitoring Report

A Senior Consultant/Principal	10	hours @	\$ 150.00	per hour	\$ 1,500.00
B Registered Professional/Project Manager	0	hours @	\$ 125.00	per hour	\$ -
C Project Professional (Level II)	30	hours @	\$ 95.00	per hour	\$ 2,850.00
D CADD Operator	8	hours @	\$ 75.00	per hour	\$ 600.00
E Secretary	6	hours @	\$ 50.00	per hour	\$ 300.00
Subtotal:					\$ 5,250.00

TOTAL - ONE FALL SAMPLING EVENT: \$ 22,341.65

Table 1B - Fee Estimate
Moore County Landfill - April 2021 (Spring) Sampling Event
S&ME Project Number 4358-20-043
(S&ME Proposal Number 43-2000335A)



I Project Coordination and HASP Preparation						
A	Project Engineer/Manager (Level III)	4	hours @	\$ 115.00	per hour	\$ 460.00
B	Project Professional (Level II)	8	hours @	\$ 95.00	per hour	\$ 760.00
C	Staff Professional (Level I)	0	hours @	\$ 85.00	per hour	
D	Administration/Secretarial	6	hours @	\$ 50.00	per hour	\$ 300.00
Subtotal:						\$ 1,520
II Detection Monitoring Compliance Groundwater and Surface Water						
A	Senior Professional	2	hours @	\$ 150.00	per hour	\$ 300.00
B	Project Professional (Level II)	4	hours @	\$ 95.00	per hour	\$ 380.00
C	Environmental Technician	24	hours @	\$ 85.00	per hour	\$ 2,040.00
D	Environmental Technician	24	hours @	\$ 85.00	per hour	\$ 2,040.00
E	Water Level Indicator Probe	2	days @	\$ 25.00	per day	\$ 50.00
F	Peristaltic Pump (2 pumps)	2	days @	\$ 90.00	per day	\$ 180.00
G	Polyethylene Tubing	570	feet @	\$ 0.45	per foot	\$ 256.50
H	Multi-Parameter Meter (pH, Spec. Conductivity, D.O., ORP, Temp, Turbidity)	2	days @	\$ 200.00	per day	\$ 400.00
I	Ferrous Iron (Field Sampling kit)	8	samples @	\$ 5.00	per sample	\$ 40.00
J	Consumables - groundwater sampling	2	days @	\$ 30.00	per sample	\$ 60.00
K	Mileage	200	miles @	\$ 0.55	per mile	\$ 110.00
L	Laboratory Analysis - Appendix I VOCs - plus Tetrahydrofuran	23	samples	\$ 91.30	each	\$ 2,099.90
M	Laboratory Analysis - Detected Appendix II VOCs (Naphthalene)	6	samples	\$ -	each	\$ -
N	Laboratory Analysis - 1,4-Dioxane (per NCDEQ May 2018 Memo)	20	samples	\$ 55.00	each	\$ 1,100.00
O	Laboratory Analysis - Appendix I metals, plus Fe & Mn	17	samples	\$ 93.50	each	\$ 1,589.50
P	Laboratory Analysis - Mercury	9	samples	\$ 16.50	each	\$ 148.50
Q	Laboratory Analysis - Chloride	11	samples	\$ 13.20	each	\$ 145.20
R	Laboratory Analysis - Sulfate	16	samples	\$ 13.20	each	\$ 211.20
S	Laboratory Analysis - Sulfide	16	samples	\$ 16.50	each	\$ 264.00
T	Laboratory Analysis - Total Alkalinity	16	samples	\$ 13.20	each	\$ 211.20
U	Laboratory Analysis - Total Dissolved Solids (TDS)	11	samples	\$ 16.50	each	\$ 181.50
V	Laboratory Analysis - RCRA Metals	11	samples	\$ 80.30	each	\$ 883.30
W	Laboratory Analysis - Nitrate as N	8	samples	\$ 13.20	each	\$ 105.60
X	Laboratory Analysis - Nitrate/Nitrite as N	8	samples	\$ 13.20	each	\$ 105.60
Y	Laboratory Analysis - Nitrite as N	8	samples	\$ 13.20	each	\$ 105.60
Z	Laboratory Analysis - Total Organic Carbon (TOC)	6	units	\$ 38.50	each	\$ 231.00
AA	Laboratory Analysis - Co2, Ethane, Ethene, Methane	6	samples	\$ 93.50	each	\$ 561.00
**	BB Laboratory Analysis - Volatile Fatty Acids,	8	samples	\$ 137.50	each	\$ 1,100.00
CC	Laboratory Analysis - Hydrogen	8	samples	\$ -	each	\$ -
DD	Shipping			Cost		\$ 100.00
Subtotal:						\$ 14,999.60
** = Analysis conducted once every 5 years						
III Spring 2021 Semi-Annual Monitoring Report						
A	Senior Professional	10	hours @	\$ 150.00	per hour	\$ 1,500.00
B	Registered Professional/Project Manager	0	hours @	\$ 125.00	per hour	\$ -
C	Project Professional (Level II)	30	hours @	\$ 95.00	per hour	\$ 2,850.00
D	CADD Operator	8	hours @	\$ 75.00	per hour	\$ 600.00
E	Secretary	6	hours @	\$ 50.00	per hour	\$ 300.00
Subtotal:						\$ 5,250.00

TOTAL - ONE SPRING SAMPLING EVENT: \$ 21,769.60



TABLE 2 - FEE ESTIMATE
Methane Monitoring Services 2020-2021
Moore County Landfill -
S&ME Project Number 4358-20-043
(S&ME Proposal Number 43-2000335A)

I. July 2020 - Methane Monitoring

Field Services and Equipment

1. Project Professional III	1	hours @	\$	110.00	per hour	\$	110.00	
2. Environmental Technician	12	hours @	\$	85.00	per hour	\$	1,020.00	
3. Vehicle Mileage	200	mile	\$	0.55	per mile	\$	110.00	
4. Electronic Water Level Probe	1	day	\$	25.00	per day	\$	25.00	
5. Explosimeter/Landfill Gas Meter	1	day	\$	220.00	per day	\$	220.00	
							Subtotal:	\$ 1,485.00

Consulting Services/Report

1. Sr. Professional IV	1	hour @	\$	150.00	per hour	\$	150.00	
2. Project Professional III	1	hour @	\$	110.00	per hour	\$	110.00	
							Subtotal:	\$ 260.00

July 2020 Subtotal: \$ 1,745.00

II. October 2020 - Methane Monitoring **

Field Services and Equipment

1. Environmental Technician	6	hours @	\$	85.00	per hour	\$	510.00	
2. Electronic Water Level Probe	1	day	\$	25.00	per day	\$	25.00	
3. Explosimeter/Landfill Gas Meter	1	day	\$	220.00	per day	\$	220.00	
							Subtotal:	\$ 755.00

Consulting Services/Report

1. Sr. Professional IV	1	hours @	\$	150.00	per hour	\$	150.00	
2. Project Professional III	1	hours @	\$	110.00	per hour	\$	110.00	
							Subtotal:	\$ 260.00

October 2020 Subtotal: \$ 1,015.00

III. January 2021 - Methane Monitoring

Field Services and Equipment

1. Project Professional III	1	hours @	\$	110.00	per hour	\$	110.00	
2. Environmental Technician	12	hours @	\$	85.00	per hour	\$	1,020.00	
3. Vehicle Mileage	200	mile	\$	0.55	per mile	\$	110.00	
4. Electronic Water Level Probe	1	day	\$	25.00	per day	\$	25.00	
5. Explosimeter/Landfill Gas Meter	1	day	\$	220.00	per day	\$	220.00	
							Subtotal:	\$ 1,485.00

Consulting Services/Report

1. Sr. Professional IV	1	hour @	\$	150.00	per hour	\$	150.00	
2. Project Professional III	1	hour @	\$	110.00	per hour	\$	110.00	
							Subtotal:	\$ 260.00

January 2021 Subtotal: \$ 1,745.00

IV. April 2021 - Methane Monitoring**

Field Services and Equipment

1. Environmental Technician	6	hours @	\$	85.00	per hour	\$	510.00	
2. Electronic Water Level Probe	1	day	\$	25.00	per day	\$	25.00	
3. Explosimeter/Landfill Gas Meter	1	day	\$	220.00	per day	\$	220.00	
							Subtotal:	\$ 755.00

Consulting Services/Report

1. Sr. Professional IV	1	hours @	\$	150.00	per hour	\$	150.00	
2. Project Professional III	1	hours @	\$	110.00	per hour	\$	110.00	
							Subtotal:	\$ 260.00

April 2021 Subtotal: \$ 1,015.00

** Conducted with semi-annual water quality sampling

TASK 2 ESTIMATED QUARTERLY METHANE MONITORING TOTAL \$ 5,520.00



TABLE 3
SUMMARY OF ESTIMATED FEES
2020 - 2021 Compliance Monitoring and Quarterly Methane Monitoring
Moore County Landfill
S&ME Project Number 4358-20-043
(S&ME Proposal Number 43-2000335A)

Task	Description	Estimated Fees
1	1.1 October 2020 Semi-Annual Sampling Event	
	Project Preparation and Management	\$1,520
	Field Sampling and Laboratory Analysis 19 Groundwater Monitor Wells, 4 Surface Water Locations, 1 Potable Well + QC samples	\$15,572
	Field Parameters All Wells and Surface Water Analysis and Annual Reporting	\$5,250
	Task 1.1 Subtotal:	\$22,342
	1.2 April 2021 Sampling Event (MNA Event)	
Project Preparation and Management	\$1,520	
Field Sampling and Laboratory Analysis 16 Groundwater Monitor Wells, 4 Surface Water Locations, plus QC samples	\$15,000	
Field Parameters All Wells and Surface Water Analysis and Semi-Annual Reporting	\$5,250	
Task 1.2 Subtotal:	\$21,770	
2	2.1 Quarterly Methane Monitoring (Cost Includes Four Quarterly Events) Labor, Equipment, Supplies, Data Collection, Reporting and Correspondence	\$5,520
Estimate Total =		\$49,631
Suggested Budget 2020-2021 =		\$50,000

1. Estimated Fees based on July 2020 and January 2021 methane monitoring being performed during environmental compliance groundwater and surface water monitoring events in July and January, resulting in cost savings to Moore County.
2. Fee estimate incorporates semi-annual monitoring of new monitoring well MW-19, added in Spring 2020 due to 2L Standards exceedance reported at MW-18

Attachment III – S&ME Fee Schedule



FIRM FEE SCHEDULE

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

UNIT FEE SCHEDULE

PROFESSIONAL SERVICES		Unit Rate
1	Staff Professional (Level I), per hour	\$85.00
2	Project Professional (Level II), per hour	\$95.00
3	Project Engineer/Manager (Level III), per hour	\$115.00
4	Registered Professional/Project Manager, per hour	\$125.00
5	Senior Professional, per hour	\$150.00
6	Senior Consultant/Principal, per hour	\$160.00
7	Administration/Secretarial, per hour	\$50.00
8	CAD	\$75.00

FIELD TECHNICIAN SERVICES		Unit Rate
1	Engineering technician, regular time, per hour *	\$55.00
2	Senior Engineering Technician, per hour *	\$65.00
3	Environmental Technician*	\$85.00
	* Over time rate will be 1.5 times regular rate, per hour	

FIELD AND OFFICE SUPPORT		Unit Rate
Travel Vehicles Mileage		
	Subsistence, per day	\$135.00
	Travel by Vehicle, per mile	\$0.55
	Other Travel Expenses	Cost + 10%
Subcontract Services		
	Subcontract Services	Cost + 10%

**Attachment IV – Agreement for Services Form (AS-071) and Moore
County Supplemental Terms & Conditions**

COUNTY OF MOORE
NORTH CAROLINA

REQUEST FOR QUALIFICATIONS

ISSUE DATE: April 6, 2020

RFQ#: 2020-02

TITLE: Engineering, Consulting and Monitoring Services – Solid Waste

ISSUING DEPARTMENT: County of Moore
Attn: Terra Vuncannon
Financial Services
206 South Ray Street
P.O. Box 905
Carthage, NC 28327

Electronic qualifications will be received until **4:00 p.m. Monday, May 4, 2020** from qualified firms for the **Engineering, Consulting and Monitoring Services for the County’s Solid Waste Division.**

All inquiries for information concerning the Request for Qualifications shall be directed to:

Terra Vuncannon, Purchasing Manager
P.O. Box 905
206 South Ray Street
Carthage, NC 28327
(910) 947-7118

tvuncannon@moorecountync.gov

Electronic qualifications shall be e-mailed to tvuncannon@moorecountync.gov and shall bear the name and number of this Request for Qualifications in the e-mail subject header. It is the sole responsibility of the Firm to ensure that its response reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Qualifications and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed response.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

_____ By: _____
(typed)

By: _____
(signed)

TABLE OF CONTENTS

PROJECT DESCRIPTION	Page 3
NON-COLLUSION AFFIDAVIT	Page 6
E-VERIFY AFFIDAVIT	Page 7
W-9 FORM	Page 8

PROJECT DESCRIPTION

Project Overview (Background)

The Moore County Solid Waste Division is seeking statements of qualifications from firms capable of providing solid waste management consulting, engineering, and environmental monitoring services in accordance with the North Carolina Solid Waste Management rules, permit requirements, and client needs.

Services Requested

These services should potentially include, but are not limited to:

- Semi-annual groundwater compliance monitoring at the closed municipal solid waste (MSW) landfill located at 456 Turning Leaf Way, Aberdeen, North Carolina and operated under NC solid Waste Permit (NCSWP) No. 63-01
- Semi-annual groundwater compliance monitoring at the active construction and demolition (C&D) landfill located at 456 Turning Leaf Way, Aberdeen, NC and permitted under NC SWP No. 63-01.
- Quarterly landfill gas (LFG) monitoring at the closed MSW and active C&D landfills
- Phase II of the proposed groundwater remedy at the closed MSW landfill, if required
- Phase II of the proposed LFG remedy at the closed MSW landfill, if required
- Periodic general environmental consulting activities at the active yard debris operation, active C&D, and closed MSW landfills (provided after pre-approval on an as-needed basis).

Water Quality Monitoring- MSW and C&D Landfills:

Per the current solid waste permit (NC SWP 63-01), groundwater is currently monitored in accordance with the approved *Water Quality Monitoring Plan* (HDR, 2006) and the corrective action plan agreed to on the *NC Solid Waste .0500 Groundwater Corrective Action Application* at the closed MSW landfill and in accordance with the *Water Quality Monitoring Plan* (HDR, 2006), the *Assessment Monitoring Work Plan*, and 15A NCAC 13B .0544 at the active C&D Landfill. This plan includes 18 groundwater compliance monitoring wells and 4 surface water monitoring points in the approved monitoring network for the closed MSW and active C&D facilities. In addition, 5 monitoring wells are monitored for water levels only.

On January 16, 2020, NC Department of Environmental Quality (DEQ) approved a revised *Water Quality Monitoring Plan* (Golder, 2019). The revised *Water Quality Monitoring Plan* incorporates and consolidates each of the documents described above and creates a comprehensive plan for water quality monitoring at the Moore County Landfill. Changes in the new *Water Quality Monitoring Plan* include:

- The addition of one monitoring well to the compliance network (MW-18)
- The elimination of the collection of monitored natural attenuation (MNA) parameters from monitoring wells MW-14 and MW16S in active C&D compliance monitoring network.
- Annual (in the fall only) monitoring of three (3) “assessment or nature and extent” monitoring wells (MW-1, MW-2, MW-3) which are included in the closed MSW landfill monitoring network.

Calendar year 2021 marks the 5th year in the current corrective action plan evaluation cycle. During the 5th year of the corrective action evaluation cycle, NC DEQ requires the analysis of additional groundwater MNA parameters (including dissolved hydrogen and volatile fatty acids).

Landfill Gas Monitoring-MSW and C&D Landfills

There are currently 15 compliance methane monitoring locations: 10 methane monitoring probes, 1 groundwater monitoring well, 3 on-site structures, and 1 off-site structure on an adjacent property (added at request of NCDEQ on January 23, 1996). In addition to the compliance methane monitoring locations, two landfill gas vents connected to the landfill gas trench, which was installed in the area of MW-15R, are monitored for the presence of landfill gas. Each location is monitored for methane, carbon dioxide, oxygen, balanced gases, and hydrogen sulfide on a quarterly basis as prescribed in the NC solid waste management rules.

General Environmental Consulting Services:

The County also desires to receive general consulting services for solid waste operations. These activities would be performed on an as-needed basis and only with prior approval from Moore County.

Examples of such items may include:

- On-site general operational consulting or permit compliance meetings, as requested
- Review of special waste analytical data
- Program planning and evaluation
- Assistance with regulatory or legislative activities
- Well repair activities
- Verification sampling (as required)
- Minor alternate source demonstrations
- Assistance with stormwater compliance.

Procedural Requirements

All proposals must provide the following information for review:

Please label each section of your response in the order below.

1. **Firm Location:** Firm name, address, telephone numbers and year established
2. **Firm Experience:** Brief description of the firm's experience with similar North Carolina projects over the past five years.
3. **Project Team Qualifications and Experience:** Name and resume of Team Members for the Project; identify Project Engineer; list all outside consultants for the project;
4. **Firm Workload:** List of current projects with expected completion date and man-hour commitments relative to the capacity of the firm.
5. **Project Approach for Scope of Services**
6. **Firm References:** A list of at least three (3) references with contact names and phone numbers. References should be from similar projects
7. **Firm Fee Schedule:** List of current fees to include published hourly rates for the firm and methodology of setting fees

The above Procedural Requirements will have the below value in the Evaluation Criteria.

1. 5%
2. 15%
3. 30%
4. 10 %
5. 20%
6. 15%
7. 5%

Selection Process

The proposals received by the submittal deadline will be evaluated by a selection committee comprised of representatives of Moore County.

The committee will review and identify the firm or firms that are most qualified and responsive to the services requested. Interviews will be conducted with the top firms for further assessment. The successful vendor will be notified once an award/contract has been approved by the County Manager and/or the Moore County Board of Commissioners.

Additional Instructions

After the Request for Qualifications issue date, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at tvuncannon@moorecountync.gov. **All written questions shall be received by the Issuing Department no later than 10:00 am Tuesday April 14, 2020. NO EXCEPTIONS.**

Firms should submit an electronic response to tvuncannon@moorecountync.gov. The Engineer's Statement of Qualifications shall be limited to no more than 20 pages, excluding the Cover Page, Non-Collusion Affidavit, E-Verify Affidavit, and W-9 Form.

The County reserves the right to reject any and/or all responses. The County reserves the right to delete any portion of this project following the bid process.

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Moore

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

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

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

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

Signature and Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This ____ day of _____, 2020

Notary Public
My commission expires _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA
COUNTY OF MOORE

AFFIDAVIT

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- Executed, this ____ day of _____, 2020.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2020.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

W-9
Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, this is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

-											

OR

Employer identification number

-											

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

April 15, 2020

TO: All Responders

RE: Request for Qualifications 2020-02

ADDENDUM NO. 1

This **ADDENDUM #1** forms part of Moore County's Request for Qualifications for Engineering, Consulting and Monitoring Services – Solid Waste. All requirements of the original specifications remain in effect in their respective order. **Receipt of this Addendum must be acknowledged by its inclusion with the Response and noted as an inclusion on the sealed envelope.**

The following changes and/or clarifications are hereby made to the original Request for Qualifications:

PLEASE ENSURE "RFQ 2020-02 RESPONSE" IS IN THE SUBJECT HEADER OF YOUR ELECTRONIC RESPONSE E-MAIL.

1. Question: Both Affidavits require a notary to sign, while we are social distancing and being ordered to Stay at Home if possible, are you still going to require that these documents be notarized when submitted with the RFQ?
Answer: Yes the affidavits are required. One recommendation, our local bank will notarize documents via their drive thru service line with advance notice.
2. Question: Does the compliance monitoring scope of work include reporting?
Answer: Yes
3. Question: If so, are the MSW and C&D landfills reported together or separately?
Answer: Yes. The active C&D and inactive MSW are reported together.
4. Question: Are reports prepared semi-annually or annually?
Answer: Listed on Page 3 of the RFQ document, under Services Requested.
 - Methane Monitoring- Quarterly
 - Water Quality Monitoring- Semi-Annual
5. Question: Will currently submitted groundwater monitoring reports be available for review prior to submitting a proposal?
Answer: We do not have a digital copy available.
6. Question: Will the consulting firm awarded the work be provided with editable electronic files containing report, tables, figures, maps, etc.?
Answer: If digital PDF copies are available, they will be made available to the consulting firm. Moore County does have hard copies of reports.
7. Question: Are the MSW and C&D landfills sampled concurrently, on the same semi-annual frequency?
Answer: They are tested concurrently on the same semi-annual frequency.
8. Question: Will the *Water Quality Monitoring Plan* and *Assessment Monitoring Workplan* referenced in RFQ_2020-02 be available for review prior to submitting a proposal?
Answer: Yes – available on www.moorecountync.gov – Bid Opportunities under RFQ 2020-02 Addendum 1 Attachment
9. Question: If reports and/or monitoring plans are not available for review, how are the wells currently being purged and sampled? Do they have dedicated pumps? If so, what type? Are the wells being purged using low-flow methods?

Answer: Yes – available on www.moorecountync.gov – Bid Opportunities under RFQ 2020-02 Addendum 1 Attachment

10. Question: If reports and/or monitoring plans are not available for review, can well construction details and maps showing locations be made available?

Answer: : Yes – available on www.moorecountync.gov – Bid Opportunities under RFQ 2020-02 Addendum 1 Attachment

11. Question: Is purge water required to be containerized? If so, does the county provide containers and arrange for disposal?

Answer: Moore County does not provide containers or arrange disposal of these times, if required.

12. Question: Are methane monitoring plans included in the referenced *Water Quality Monitoring Plan* and *Assessment Monitoring Workplan*? If not, can such plans be made available for review to determine sample point locations, construction details, specified purge requirements and method in which portable gas meter is connected to gas ports, etc.

Answer: Yes – available on www.moorecountync.gov – Bid Opportunities under RFQ 2020-02 Addendum 1 Attachment

13. Question: Are examples of currently submitted landfill gas reports available for review prior to submitting a proposal?

Answer: Yes – available on www.moorecountync.gov – Bid Opportunities under RFQ 2020-02 Addendum 1 Attachment

No further questions will be accepted. **Electronic** Qualifications are due to Terra Vuncannon at tvuncannon@moorecountync.gov by 4:00 pm Monday, May 4, 2020.

END OF ADDENDUM NO. 1

Terra Vuncannon
Purchasing Manager
County of Moore

COUNTY OF MOORE
NORTH CAROLINA

REQUEST FOR QUALIFICATIONS

ISSUE DATE: April 6, 2020

RFQ#: 2020-02

TITLE: Engineering, Consulting and Monitoring Services – Solid Waste

ISSUING DEPARTMENT: County of Moore
Attn: Terra Vuncannon
Financial Services
206 South Ray Street
P.O. Box 905
Carthage, NC 28327

Electronic qualifications will be received until 4:00 p.m. Monday, May 4, 2020 from qualified firms for the Engineering, Consulting and Monitoring Services for the County’s Solid Waste Division.

All inquiries for information concerning the Request for Qualifications shall be directed to:

Terra Vuncannon, Purchasing Manager
P.O. Box 905
206 South Ray Street
Carthage, NC 28327
(910) 947-7118

tvuncannon@moorecountync.gov

Electronic qualifications shall be e-mailed to tvuncannon@moorecountync.gov and shall bear the name and number of this Request for Qualifications in the e-mail subject header. It is the sole responsibility of the Firm to ensure that its response reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Qualifications and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed response.

Firm Name: S&ME, Inc. Date: 4-29-2020

Address: 8646 W. Market Street, Suite 105 Phone: 336-288-7180

Greensboro, NC 27409 By: Edmund B. Henriques
(typed)

By: Edmund B. Henriques
(signed)

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, Edmund Henriques, PG (the individual attesting below), being duly authorized by and on behalf of S&ME, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

Executed, this ___ day of _____, 2020.

Edmund B.B. Henriques
Signature of Affiant

Print or Type Name: Edmund B.B. Henriques

State of North Carolina
County of Guilford

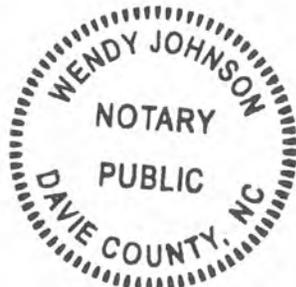
Signed and sworn to (or affirmed) before me, this the 29th day of April, 2020.

My Commission Expires:

11/20/2021

Wendy Johnson
Notary Public

(Affix Official/Notarial Seal)



NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Moore

I, Edmund Q.B. Henriques, PG, being first duly sworn, deposes and says that:

He/She is the Senior Project Manager of S&ME, Inc., the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

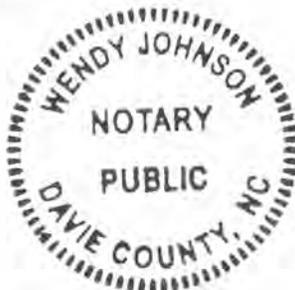
Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

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

Edmund Q.B. Henriques / Senior Project Manager
Signature and Title

State of North Carolina
County of Guilford
Subscribed and sworn before me,
This 29th day of April, 2020
Wendy Johnson
Notary Public
My commission expires 11/20/2021



any of Consultant's work, shall constitute acceptance of the terms of Consultant's proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

4. **CHANGE ORDERS**: Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
5. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.
6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY**: Client agrees that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against Consultant. Statements made in Consultant's reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services. All reports and written documents delivered to Client ("Instruments of Service") are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and with Client's permission, Client's contractors, designers and employees for the purpose and the Project described therein and are not to be used or relied upon by third parties or in connection with other projects. Subject to the permitted use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

(f) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

14. **CERTIFICATIONS**: Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION**:
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control.

For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY**: Client agrees to indemnify Consultant, its employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its employees and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Consultant, the Client and the party initiating such action shall pay to Consultant the costs and expenses incurred by Consultant to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Consultant shall prevail in such suit.
21. **DISPUTE RESOLUTION**: Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, if a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of the state where the project is located. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state where the project is located. Notwithstanding the foregoing, Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services.
22. **ASSIGNMENT AND SUBCONTRACTS**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.

- 25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.
- 26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.			
CLIENT:	Moore County		S&ME, Inc.
	_____		_____
BY:	_____	BY:	_____
	(Signature)		(Signature)
	_____		_____
	(Print Name / Title)		(Print Name / Title)
DATE:	_____	DATE:	_____
PROPOSAL NUMBER:	43-2000335		

	<u>Client's DIGITAL signature to be treated as original signature</u>		

COUNTY OF MOORE

CONTRACT AMENDMENT NO.1

STATE OF NORTH CAROLINA

This Contract Amendment No. 1 (this "Amendment"), is made this 1st day of September 2020, between the County of Moore (the "County") and S&ME, INC., ("ENGINEER").

WITNESSETH

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

WHEREAS, the County and Contractor now desire to modify the Original Agreement with this Amendment 1 by modifying Task 3 of the Original Agreement by adding Tasks 1-5 referenced in Exhibit A, referred to as the *August 12, 2020 Amendment 001 to Master Agreement*, which is hereby incorporated by reference. By adding the additional tasks (Tasks 1-5), which totals \$62,200.00 of general consulting services, the amount not to exceed of the Original Agreement must be amended to increase the budgeted amount of \$50,000.00 for general consulting services (as set forth in the Original Agreement) by \$12,200.00, bringing the total amount not to exceed to \$112,200.00 for fiscal year 20-21. (The remaining \$50,000.00 is set aside for monitoring as set forth in the Original Agreement.)

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

1. Number 3 to the Original Agreement will be amended to read as follows:

1. PAYMENT TO ENGINEER

ENGINEER shall receive from **COUNTY** a sum not to exceed **\$112,200.00** as full compensation for the provision of services. **COUNTY** agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this Contract. Unless otherwise specified, **ENGINEER** shall submit an itemized invoice to **COUNTY** by the end of the month during which services are performed. **COUNTY** will process payment promptly upon receipt and approval of the invoice.

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

(Signatures on following page)

COUNTY OF MOORE

S&ME, INC.

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

Thomas Raymond
Area Manager – Environmental Services

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer



August 12, 2020

Moore County
PO Box 1927
Carthage, North Carolina 28327-1927

Attention: Mr. David Lambert transmitted by email to: dlambert1@moirecountync.gov

Reference: **Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting**
Aberdeen, Moore County, North Carolina
S&ME Proposal No. 43-20000335A

Dear Mr. Lambert:

We are pleased that Moore County (County) selected S&ME, Inc. (S&ME) as your consultant for *Engineering, Consulting and Monitoring Services – Solid Waste*. S&ME previously submitted to Moore County S&ME Proposal No. 43-2000335, to serve as the Master Agreement between S&ME and Moore County, for *Engineering, Consulting and Monitoring Services – Solid Waste*, associated with RFQ 2020-02. The Master Agreement covered tasks with well-defined scopes of services associated with routine groundwater, surface water, and methane monitoring at the Moore County Landfill. S&ME understands that non-routine services will be authorized separately by Moore County under Amendments to the Master Agreement. Each Amendment will address specific scopes of services requested, associated budgets, and schedules.

This amendment provides a background for each proposed task, a proposed scope of work, our associated fees, and a proposed schedule. The services presented in the Amendment will be provided in accordance with the terms and conditions established in our Master Agreement, S&ME Proposal No. 43-2000335, dated August 3, 2020, and incorporated as part of this proposal. This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including final deliverables, is limited to the above referenced client. No other use is authorized by S&ME.

Task 1 – Groundwater and Landfill Gas Corrective Actions Alternatives Consulting

◆ Background

The Moore County Landfill is located on approximately 314 acres and contains a closed MSW landfill unit, an active C&D landfill unit, and several closed land clearing & inert debris (LCID) units. In conjunction with Moore County, Republic Services of NC, LLC operates a solid waste transfer station located on the southwestern portion of the property.



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

Based on existing groundwater quality analytical data and routine landfill gas (LFG) monitoring data, non-compliance conditions have been detected in association with both the closed MSW landfill and active C&D landfill. Groundwater non-compliance is based on exceedances of 15A NCAC 2L (2L Standards) groundwater standards, whereas, landfill gas non-compliance is represented by chronic exceedances of the methane lower explosive limit (LEL) at a property boundary.

The closed MSW landfill appears to be the primary source for most groundwater constituents of concern (COCs). North Carolina Department of Environmental Quality (NCDEQ) previously declined to make a determination on the Alternate Source Demonstration prepared by Golder Associates NC, Inc. (Golder) dated February 28, 2017, which made a case for the MSW landfill as the source for groundwater exceedances beneath the active C&D landfill. The northwest portion of the closed MSW landfill has exhibited chronic exceedances of the LEL for methane at gas monitoring point MW-15/MW-15R.

The facility is currently performing Phase I corrective measures, which include NCDEQ approved LFG remedies and groundwater remedies. The Phase I remedies included installation of the methane cut-off trench north of MW-15 and continuation of monitored natural attenuation (MNA) of groundwater. The methane cut-off trench installed in 2019 serves a dual purpose. The trench is a tool to reduce the LEL condition at MW-15, it also functions to improve groundwater quality in the vicinity of MW-15, by reducing transfers of volatile organic compounds (VOCs) in LFG to groundwater. Removal of LFG from the subsurface environment may also allow groundwater to revert to more natural aerobic conditions, which could enhance MNA performance.

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

◆ Scope of Services

S&ME will conduct a detailed review and analyses of current and historic water quality data and landfill gas monitoring data. A site visit will be conducted to observe actual site conditions, and to verify site conditions S&ME believes are contributing to the generation and transport of landfill leachate and LFG, both of which may impact shallow groundwater quality beneath and in the vicinity of the active and closed landfill unit.

Based on our assessment of existing data and observations made during the proposed site visit, S&ME will formulate recommendations for alternate remedial action options and present them to Moore County. At the moment we forecast that MNA will likely remain a primary remedy, with alternate remedial options focused on reducing the potential for COCs to reach groundwater beneath the landfill. With concurrence of Moore County,



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
 Aberdeen, Moore County, North Carolina
 S&ME Project No. 43-20000335A

S&ME will initiate conversations with Jackie Drummond with NCDEQ, to explore potential acceptance of the proposed alternative remedial measures, prior to development of formal documents defining recommended modifications of approved corrective measures for the subject landfill units.

Limitations

The proposed scope of services does not include the development of a formal report for submittal to NCDEQ, justifying the proposed modifications of the previously approved Corrective Action Plan, or development of applicable design drawings. The completion of tasks not contained in the scope of services outlined above, may be required to defend certain recommendations.

◆ Schedule and Fee

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

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is **\$10,000**. S&ME personnel can begin work within two weeks of authorization. We estimate that our services can be completed within approximately eight weeks.

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

Task 2 – Stormwater Compliance Support

◆ Background

Moore County has been performing tasks required to maintain compliance with Stormwater General Permit NCG120000 for Landfills (SWG Permit). Based on conversations between David Lambert of Moore County and Edmund Henriques of S&ME, we understand that Moore County has routine monitoring results that report:

- Chemical Oxidation Demand (COD) concentrations at Outfall #1 that have been repeatedly above applicable benchmark values on four occasions, triggering Tier 3 actions. Outfall #3 has reported COD concentrations periodically greater than benchmark values.
- There have been periodic Fecal Coliform counts and Total Suspended Solids (TSS) concentrations that have exceeded benchmark values; however, none since May 2017.

To achieve and maintain compliance, Moore County must identify and evaluate possible causes of the benchmark exceedances, select specific feasible source controls, operational controls, or physical improvements to reduce concentrations of the parameters of concern, and or bring concentrations within applicable benchmark ranges.

Moore County has requested assistance with addressing exceedances of benchmark values reported during monitoring associated with the Facility's SWG Permit.



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

◆ Scope of Services

The following scope of services was developed to initiate an assessment focused on identification of possible causes of benchmark exceedances. Once the plausible causes have been identified, specific options can be evaluated for bringing concentrations within applicable benchmark ranges.

Site Reconnaissance

S&ME will perform the following during a one day site reconnaissance. Prior to the reconnaissance, detailed site maps with topographic information will be examined to assess the approximate extents of the watersheds associated with each stormwater outfall.

- Perform a site reconnaissance of the C&D facility to evaluate secondary containment of stored materials. Secondary containment is required for the bulk storage of liquid materials including petroleum products; storage in any amount of Section 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) water priority chemicals, and storage in any amount of hazardous substances in order to prevent leaks and spills from contaminating stormwater runoff. Following the site reconnaissance, a summary of all tanks and stored materials and their current and proposed associated secondary containment areas will be prepared.
- S&ME will assist the County in the determination and documentation of the average monthly new motor oil and hydraulic oil use. Facilities which have vehicle or equipment maintenance activity occurring onsite, which in aggregate uses more than 55 gallons of new motor oil and hydraulic oil per month, when averaged over the calendar year, are required to perform analytical monitoring for oil and grease/ total petroleum hydrocarbons (TPH) in addition to the other required permit parameters of COD, TSS and Fecal Coliform. Areas associated with vehicle maintenance will be observed during a site reconnaissance as they may be plausible sources for COD benchmark exceedances. This assessment is to ensure compliance with the SWG Permit.
- Review notifications made to NCDEQ by Moore County, thus far regarding Tier 3 for Outfall #1 and verify if DMRs have been sent, even for those months with No Discharge since they went to monthly monitoring for Tier 2 and Tier 3.
- Perform a site reconnaissance of the C&D facility, transfer station, and other adjoining areas which may contribute stormwater to the monitored outfalls. The reconnaissance will focus on exposed stored materials, potential for leachate breakouts, and other features that may contribute to the reported benchmark exceedances of COD, Fecal Coliform, and TSS.

Deliverables

Upon completion of the above, S&ME will prepare a written summary of our observations for Moore County. Our report will summarize our findings, focused on the identification of observed features of the facility that may have the potential to contribute to the reported benchmark exceedances. Based on our observations, we will provide recommendations for modification of source controls, operational controls, and/or physical improvements deemed necessary to reduce concentrations of the parameters of concern. Please note that some suspect causes of the benchmark exceedances may require additional assessment prior to advancement as a final recommendation.



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

Client Responsibilities

Moore County will be responsible for the following:

- Provide S&ME with access to the facility for inspection;
- Provide copies of prior DMRs submitted to NCDEQ;
- Provide S&ME with detailed site maps with topographic information of watersheds; and
- Implement corrective action measures for all deficiencies identified.

Excluded Services

S&ME will perform evaluation and reporting services as presented above. Maintenance, repairs, mowing, planting and seeding, trash removal, soil grading, and sediment removal are not a part of this proposed scope of work. While not being a complete list of the services not performed by S&ME and excluded from this proposal, our scope of services specifically does not include:

- Quantitative testing, such as turbidity testing of discharge water.
- Surveying by a North Carolina Professional Land Surveyor (PLS).
- Providing engineering designs to modify or alter stormwater control devices.

Assumptions & Limitations

- Our services can be performed during normal business hours (8:00 AM – 5:00 PM, Monday through Friday) and we will have unimpeded access to all portions of the site. The County will provide the materials and services necessary to provide recommended secondary containment, if required. This proposal does not include the cost for sample analyses or required analytical results reporting to the NCDEQ or any training required for other permits.
- S&ME will only inspect readily visible and accessible stormwater devices. S&ME will not enter any pipes or other confined spaces. These structures will be observed from the outside.

◆ Fee and Schedule

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above for this task, our estimated fee to perform the scope of services is **\$5,000**. S&ME personnel can begin work within two weeks of authorization. We estimate approximately one day for the site reconnaissance and issuance of a written summary report with recommendation within approximately two weeks of our site visit.

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



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

Task 3 – Borrow Area Study and E&SC Permitting

◆ Background

Moore County previously initiated clearing of trees for a proposed approximate 12 acre borrow pit area, located north of the C&D landfill. The borrow pit will serve the Moore County landfill facility.

◆ Scope of Services

S&ME proposes the following scope of services.

Task 3.1: Drilling Services

S&ME proposes to perform eight soil test borings in the identified proposed borrow area to evaluate available borrow soil type and quantity. S&ME estimates a proposed drilling footage on the order of 200 feet to quantify the available soil material in this area.

Prior to drill rig mobilization, S&ME will locate and mark the proposed boring locations in the field utilizing a handheld Global Positioning System (GPS) device. S&ME anticipates that our staff will be accompanied in the field by Moore County personnel, so that Moore County landfill personnel will be able to clear paths for drill rig access if required. S&ME assumes that the Moore County will provide clearing and access to each proposed boring location to allow access by an all-terrain drill rig and support trucks. Clearing costs are not provided by S&ME in this proposal.

Following boring location and clearing, S&ME will mobilize an all-terrain drill rig to the Landfill to perform eight soil test borings. The proposed boring locations are identified on the attached Figure. S&ME proposes to utilize 3.25-inch hollow stem augers to advance the borings to groundwater. S&ME will perform split spoon sampling at five-foot intervals until the termination of the boring for soil classification and testing.

In the borings that encounter groundwater, S&ME will install temporary standpipes to aid in obtaining stabilized groundwater readings. Once stabilized water level readings are obtained, the borings will be backfilled prior to leaving the site. Each boring will be observed by a staff geologist/engineer for visual soils classification and strata changes, verification of termination depths, and collection of water level data.

Following drilling completion, Moore County will be responsible for contracting a surveyor to provide coordinates and elevations of the completed borings. S&ME has not budgeted for surveying in this proposal.

Upon completion of the borings and survey, S&ME will prepare boring logs for each boring location and generalized subsurface profiles for the borrow area.

Task 3.2: Soil Laboratory Analysis

Laboratory testing consisting of Atterberg Limits and grain-size analysis will be performed on ten selected soil samples to verify visual classifications and evaluate soil characteristics for specific use during future landfill



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

construction and operations. Laboratory testing will be performed in general accordance with applicable ASTM standards.

Task 3.3: Volume Calculations

Based on the soil borings and laboratory data, S&ME will estimate available soil quantities in the proposed borrow area. Volumes will be estimated utilizing existing topographic ground elevation data provided by Moore County and utilizing the subsurface information acquired during this study. S&ME will develop assumptions on excavation depth, borrow area side slopes, and property line offsets to estimate available material quantities. S&ME will also develop a grading plan based on our assumptions listed above.

Task 3.4: Borrow Study Report

Upon completion of the borrow study, a report will submit a report to Moore County which summarizes our subsurface findings and recommendations. The report will include but not be limited to the following:

- Boring logs;
- Generalized subsurface data;
- Time of drilling and stabilized water levels;
- Laboratory soil test data;
- Soil volume calculations;
- Tables summarizing boring information and soil laboratory data;
- Drawings (existing site conditions, boring location plan, proposed borrow area and grading plan);
- A description of field activities and calculation methods;
- Soil quantities for borrow area; and
- Recommendations related to estimated borrow soil suitability for use during various phases of the project.

Task 3.5: Erosion And Sediment Control Plan

NCDEQ will require an Erosion & Sedimentation Control Plan (E&SC) Plan and NPDES permit prior to land disturbance in the proposed borrow area. The borrow study performed in Task 3.0 will be the basis for our E&SC Plan design. The E&SC Plan will include drawings and figures designed using Computer Aided Drafting (CAD) software (AutoCAD 2010 or compatible) or Geographic Information Systems (GIS) software, calculations related to E&SC measures (if required), and associated narrative.

S&ME anticipates that the drawing set will consist of the following items:

- Site Vicinity Plan;
- Existing Conditions Plan;
- E&SC Measures Plan;
- Final Conditions Plan; and
- Details (2-3 sheets).

S&ME anticipates providing the following calculations:

- Channel Stability Calculation; and
- Sediment Basin Calculation.



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
 Aberdeen, Moore County, North Carolina
 S&ME Project No. 43-20000335A

S&ME will prepare an E&SC Plan, submit it to NCDEQ for review, and make modifications to the plan based on NCDEQ comments (if necessary). This task will be conducted under the supervision of a registered North Carolina Professional Engineer.

Client Responsibilities

- Provide S&ME with access to the facility for the performance of these services.
- Payment of the NCDEQ standard review fee. The total acreage and estimated permit cost will be provided to the County of Moore upon final design.
- Provide clearing and access to each proposed boring location to allow access by an all-terrain drill rig and support trucks. Clearing costs are not provided by S&ME in this proposal.
- Contracting a surveyor to provide coordinates for the location of temporary piezometers and elevations for their top of casings

Limitations

S&ME will be preparing a borrow evaluation based on widely spaced borings, an aerial survey, and a borrow area grading plan. The volume calculations provided will only represent approximate estimates of potential borrow soil quantities in a given area and should not be treated as exact figures. Subsurface conditions such as groundwater levels and soil conditions may vary between boring locations. Our proposed services do not include a topographic survey by a North Carolina Professional Land Surveyor (PLS). S&ME will use LIDAR elevation data obtained from North Carolina Emergency Management.

◆ Schedule and Fee

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

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

- Borrow Pit Study = \$ 26,000.00
 - E&SC Permitting = \$ 15,000.00
- Total = \$ 41,000.00**

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



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

Task 4 – Annual Airspace Calculations

◆ Background

In accordance with its Permit to operate the C&D landfill, Moore County is required to develop and submit to NCDEQ, an annual report. One requirement of the annual report is to provide information regarding the airspace consumed during the prior year (e.g. equates to the volume of landfill capacity consumed by waste received by the landfill). Mr. David Lambert requested S&ME's assistance with the calculations required to determine the annual airspace consumption volume for the annual report due in 2020.

◆ Scope of Services

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

Limitations

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

◆ Schedule and Fee

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

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

Task 5 – General Solid Waste Consulting, On-Call

◆ Background

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

◆ Scope of Services

S&ME proposes to provide engineering consulting services to Moore County on an as-needed basis, at your request. Based on our prior experience, the scope and extent of the engineering consulting services required by the County's Department of Solid Waste often arise unexpectedly, typically require immediate attention and



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
 Aberdeen, Moore County, North Carolina
 S&ME Project No. 43-20000335A

resolution, and are subject to change throughout the course of the work. Because of this often unexpected and dynamic nature of the work, we propose providing these services on a time and materials basis. The scope of these services will be based on your needs, as directed by you. We propose providing services through a term consistent with the County's fiscal year, beginning on July 1, 2020 extending through June 30, 2021 (fiscal year 2020-2021).

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

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

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

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

Deliverables

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

◆ Schedule and Fee

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

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



Amendment 001 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Project No. 43-20000335A

Authorization

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

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

Name (printed) _____

Signature _____

Date _____

Closure

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

Sincerely,
S&ME, Inc.

Edmund Henriques, L.G.
Senior Project Manager/Senior Geologist
ehenriques@smeinc.com

Thomas Raymond, PE
Area Manager – Environmental Services
traymond@smeinc.com

Attachments:
Fee Estimates
Borrow Area Boring Location Drawing

Attachments

Fee Estimate
Amendment 001 - Task 1
Corrective Action Options Analysis
Moore County Landfill
S&ME Proposal No. 43-2000335A



Preliminary Site Reconnaissance, Permit Review, and Recommendations

Senior Engineer/Geologist (site recon)	10 hours	\$150.00	per hour	\$1,500.00
Travel by vehicle, per mile	200 miles	\$0.85	per mile	\$170.00
Senior Engineer/Geologist	40 hours	\$150.00	per hour	\$6,000.00
GIS Professional	8 hours	\$125.00	per hour	\$1,000.00
Administrative	6 hours	\$50.00	per hour	\$300.00
				\$8,970.00
			Fee Estimate Total =	\$8,970.00
			Proposed Budget With ~10% Contingency =	\$10,000.00

Fee Estimate
Amendment 001 - Task 2
Stormwater Compliance Support
Moore County Landfill
S&ME Proposal No. 43-2000335-A



Preliminary Site Reconnaissance, Permit Review, and Recommendations

Senior Engineer/Geologist	2 hours	\$150.00	per hour	\$300.00
Project Engineer/Geologist (site recon)	10 hours	\$125.00	per hour	\$1,250.00
Travel by vehicle, per mile	200 miles	\$0.85	per mile	\$170.00
Senior Engineer/Geologist	4 hours	\$150.00	per hour	\$600.00
Project Engineer/Geologist (Recommendations)	16 hours	\$125.00	per hour	\$2,000.00
GIS Operator	4 hours	\$125.00	per hour	\$500.00
Administrative	2 hours	\$50.00	per hour	\$100.00
				\$4,920.00
				Fee Estimate Total = \$4,920.00
				Proposed Budget = \$5,000.00

Fee Estimate
Amendment 001 - Task 3
Borrow Study + E&SC Plan
Moore County Landfill
S&ME Proposal No. 43-2000335A



Task/Activity Description	WBS	Labor											Totals		
		Principal Professional	Senior Professional	Project Professional II	Project Professional I	Staff I Professional II	Staff Professional I	Civil Designer	Project Admin	Subtotal Labor Hours	Labor Subtotal	Direct Expenses (See Attached Breakout)		Subtotal Expenses	
		Level VI	Level V	Level IV	Level III	Level II	Level I	Level III	Level I						
		160.00	150.00	125.00	115.00	95.00	85.00	75.00	50.00	-	-	1.00		-	
Task 1 - Borrow Area Study	1.0														
Field Activities	1.1										\$ -	\$ -	\$ -	\$ -	
Boring Location and Coordination	1.1.1		2		8						\$ 1,220.00	\$ 125.00	\$ 125.00	\$ 1,345.00	
Drilling Services	1.1.2										\$ -	\$ 8,310.00	\$ 8,310.00	\$ 8,310.00	
Professional Oversight	1.1.3				30						\$ 3,450.00	\$ 645.00	\$ 645.00	\$ 4,095.00	
Soil Laboratory Analysis	1.2										\$ -	\$ 1,750	\$ 1,750.00	\$ 1,750.00	
Reporting	1.3										\$ -	\$ -	\$ -	\$ -	
Boring Logs	1.3.1		1		4						\$ 610.00	\$ -	\$ -	\$ 610.00	
Drawings and Cross Sections	1.3.2	2	8	8				40			\$ 5,520.00	\$ -	\$ -	\$ 5,520.00	
Tables	1.3.3		1		4						\$ 610.00	\$ -	\$ -	\$ 610.00	
Calculations	1.3.4	2		12							\$ 1,820.00	\$ -	\$ -	\$ 1,820.00	
Report Text	1.3.5	2	8	2					2		\$ 1,870.00	\$ -	\$ -	\$ 1,870.00	
Subtotal (hours)		6	20	22	46	0	0	40	2	0				Task 1 - Subtotal	\$ 25,930.00
Task 2 - Erosion and Sediment Control Plan	2.0														
Site Walk					8					8	\$ 920.00	\$ -	\$ -	\$ 920.00	
Drawings		2		4	12	8		60		86	\$ 7,460.00	\$ -	\$ -	\$ 7,460.00	
Calculations		1		4	10	24				39	\$ 4,090.00	\$ -	\$ -	\$ 4,090.00	
Application Text		1		4	16					21	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	
Subtotal (hours)		4	0	12	46	32	0	60	0	154				Task 2 - Subtotal	\$ 14,970.00
Subtotals		10	20	34	92	32	0	100	2	154	\$ 30,070.00	\$ 10,830.00	Total (above)	\$ 40,900.00	

Fee Estimate
Amendment 001 - Task 4
2020 Airspace Calculations
Moore County Landfill
S&ME Proposal No. 43-2000335A

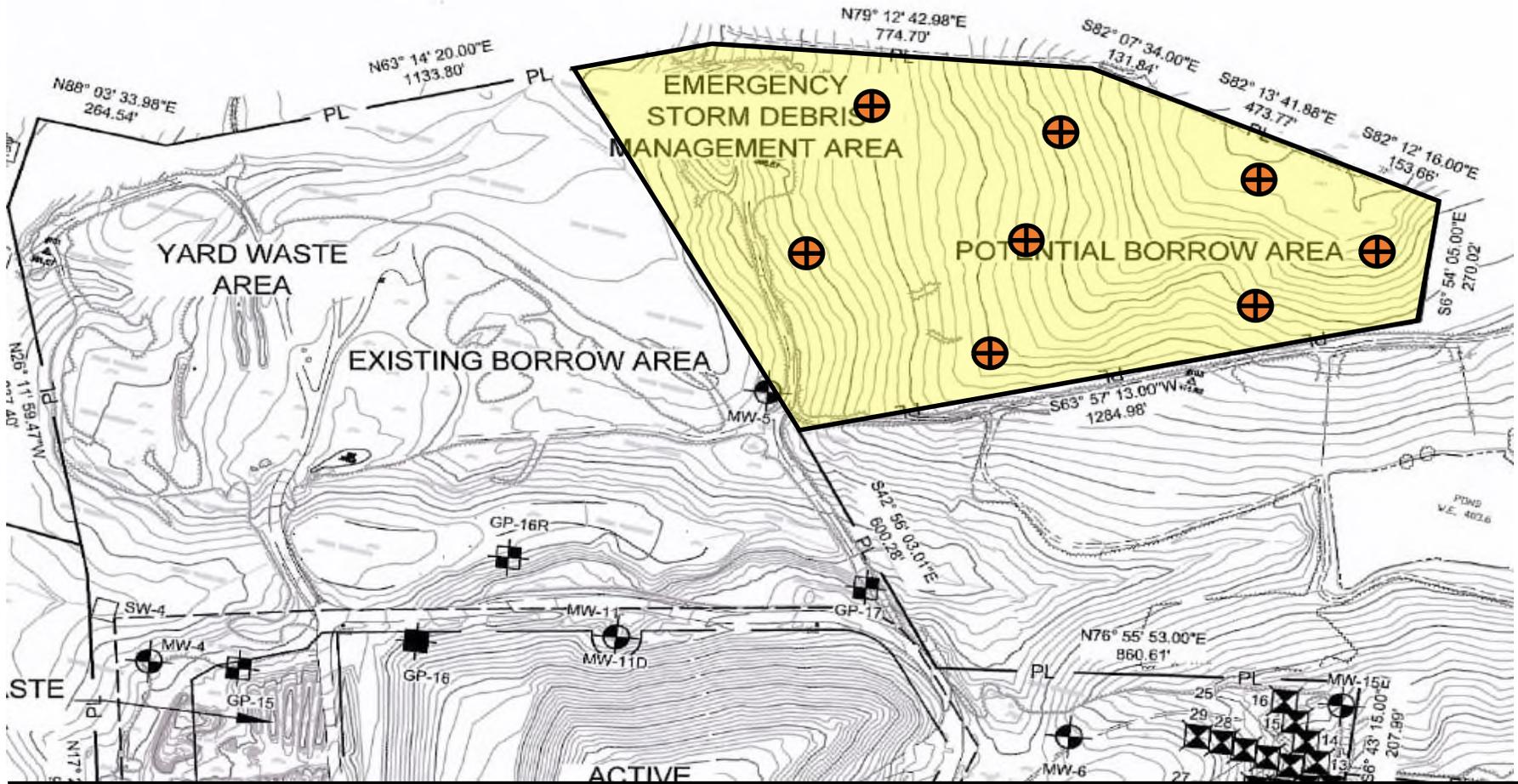


Preliminary Site Reconnaissance, Permit Review, and Recommendations

Senior Engineer/Geologist	1.75 hours	\$150.00	per hour	\$262.50
CAD Designer	13 hours	\$70.00	per hour	\$910.00
Administrative Support	1 hours	\$60.00	per hour	\$60.00
		Fee Estimate Total =		\$1,172.50
		Proposed Budget =		\$1,200.00

PROPOSED BORINGS FOR BORROW AREA EVALUATION

Moore County Landfill



Approximate Borrow Area Acreage = 19 acres

-  Proposed Borrow Area Borings
-  Approximate Borrow Area Location

For illustration purposes only
Not to scale



Agenda Item:

Meeting Date: September 1, 2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: David Lambert, Solid Waste Director

DATE: August 24, 2020

SUBJECT: Contract Amendment to Judy D. Brooks Contract

PRESENTER: David Lambert, Solid Waste Director

REQUEST:

Approve the attached contract amendment with Judy D. Brooks Contractors for the removal of mulch from the County's Construction and Demolition Landfill.

BACKGROUND:

The County's Construction Demolition Landfill has several tons of mulch that needs to be removed from the landfill to comply with permit requirements and to have room for yard debris as a result of inclement weather or natural disasters. Moore County currently contracts with Judy D. Brooks for removal of mulch for normal operational needs at an amount of \$100,000 per fiscal year from 2018 through 2023. We request approval to amend the current contract to increase the amount by \$50,000 (totaling \$150,000) for fiscal year 2020-2021 to address these needs.

IMPLEMENTATION PLAN:

Authorize contract amendment to be signed.

FINANCIAL IMPACT STATEMENT:

Contracting Services is part of the Solid Waste Operating Budget.

RECOMMENDATION SUMMARY:

Make a motion to approve the contract amendment with Judy D. Brooks Contractor for the removal of mulch from the County's Construction and Demolition Landfill and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

Contract Amendment

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 2

COUNTY OF MOORE

This Contract Amendment No. 2 (this "Amendment"), is made this 25th day of August, 2020, between the County of Moore (the "County") and Judy D. Brooks Contractor, Inc. (the "Contractor").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on December 3, 2018, which was for the purpose of removing and hauling yard waste from the Moore County Construction and Demolition Landfill to a North Carolina permitted compost facility (the "Original Agreement"); and

WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 1, dated November 25, 2019, which was to increase the amount not to exceed of the Original Agreement by \$100,000.00, from \$100,000.00 to \$200,000.00, for fiscal year July 1, 2019 through June 30, 2020 only; and

WHEREAS, due to the County's for additional services, the parties now desire to increase the amount not to exceed of the Original Agreement by \$50,000.00, from \$100,000.00 to \$150,000.00 for fiscal year July 1, 2020 through June 30, 2021 only.

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

1. The first sentence of Section 3 of the Original Agreement will be amended to read, "During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$150,000.00 for services rendered in fiscal year July 1, 2020 – June 30, 2021, and \$100,000.00 per County fiscal year (July 1 – June 30) for services rendered thereafter.**"
2. Section 15 Notices of the Original Agreement will be amended to read,

"Moore County Solid Waste
ATTN: David Lambert, Director
P.O. Box 905
Carthage, NC 28327"

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

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 2 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

JUDY D. BROOKS CONTRACTOR, INC.

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

Amy B. Fulford, Secretary

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

IX. A.
Agenda Item:
Meeting Date: 09/01/2020

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 08/24/2020
SUBJECT: Appointments / Airport Authority

REQUEST:

Appoint member to the Moore County Airport Authority.

BACKGROUND:

The current term of service for Airport Authority member Barry Lerman expires September 30. Mr. Lerman has served one term and is eligible for and desires reappointment to 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 Moore County Airport Authority for a four-year term expiring September 30, 2024.

Agenda Item: IX.B.
Meeting Date: 09/01/2020

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 08/24/2020
SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Appoint Juvenile Defense Attorney member to the Juvenile Crime Prevention Council.

BACKGROUND:

The Juvenile Defense Attorney position on the Juvenile Crime Prevention Council is currently vacant and an application has been received from a potential member recommended by the JCPC Chair.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Cate Frederick to the Juvenile Defense Attorney position on the Juvenile Crime Prevention Council for a two-year term expiring August 31, 2022.

IX.C.
Agenda Item:
Meeting Date: 09/01/2020

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 08/24/2020
SUBJECT: Appointments / Sandhills Center Board

REQUEST:

Appoint member to the Sandhills Center Board of Directors.

BACKGROUND:

Commissioner Ritter has served three terms on the Board of Directors for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services. His current term of service expires September 30 and he has been deemed ineligible for appointment to an additional term due to the term limits set forth in G.S. 122C-118.1.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Sandhills Center Board of Directors for a three-year term expiring September 30, 2023.

IX.D.
Agenda Item:
Meeting Date: 09/01/2020

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 08/24/2020
SUBJECT: Appointments / Transportation Advisory Board.

REQUEST:

Appoint member to the Transportation Advisory Board.

BACKGROUND:

Julius Dockery, Director of Transportation for Moore County Schools, has submitted an application for appointment to the Moore County Transportation Advisory Board and is recommended for appointment.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Julius Dockery to the Transportation Advisory Board for a three-year term expiring August 31, 2023.

Agenda Item: IX.E.
Meeting Date: 09/01/2020

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 08/28/2020

SUBJECT: Appointments / Moore County Board of Health

REQUEST:

Appoint new member to the Moore County Board of Health.

BACKGROUND:

There is currently an at-large member vacancy on the Board of Health as a result of a previous member's move out of county.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a new member to the Board of Health to fill the unexpired term of Sharon Odom through April 30, 2023.