MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 18, 2018

REGULAR MEETING

CALL TO ORDER

4:30 P.M. – CLOSED SESSION – *if needed*

5:30 P.M. – INVOCATION – *Rev. Marie Brower, Longleaf AME Zion Church*

PLEDGE OF ALLEGIANCE – *Gary Briggs, Tax Administrator*

I. PUBLIC COMMENT PERIOD *(Procedures are attached)*

II. ADDITIONAL AGENDA

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

III. PRESENTATIONS

A. Update on Employment and Training Program *(Laura Cockman, et al)*

IV. RECOGNITIONS

V. 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: September 4, 2018 Regular Meeting
B. Tax Releases/Refunds – August 2018
C. Budget Amendments
D. FY19 Nonprofit Grant Agreement with Moore Buddies Mentoring
E. FY19 5311 Community Transportation Grant Agreement
F. FY19 5339 Statewide Capital Grant Agreement
G. Board Order – New Covenant Church School
H. State of NC Dept. of Public Safety Lease Agreement – Probation & Parole
I. State of NC Dept. of Public Safety Lease Agreement & Letter – Juvenile Justice
J. Authorization of Sale – 3 Deerwood Lane, Pinehurst
K. Local Educational Bonds 2018 Bond Referendum Project Ordinance Revision No. 2

VI. PUBLIC HEARINGS

A. Call to Public Hearing/Tax – Schedule of Values for the 2019 Revaluation *(Gary Briggs)*

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Finance – Request for Approval of Bond Counsel Contract *(Caroline Xiong)*

B. Public Works – Request for Approval of Contract for Landfill Gas Trench Installation *(Chad Beane)*

C. Public Works – Request for Approval of Contract for Pump Station SP-4 Force Main Replacement Emergency Repair *(Randy Gould)*

D. Public Works – Request for Approval of Service Contract for Bio-Solids Tipping for Water Pollution Control Plant *(Randy Gould)*

E. Public Works – Request for Approval of Contract for Bio-Solids Trucking for Water Pollution Control Plant *(Randy Gould)*

F. Public Works – Request for Adoption of Release of Liability, Assumption of Risk, and Indemnification Agreement for Rassie Wicker Well *(Randy Gould)*

G. Legal/Administration – Request for Approval of Interlocal and Lease Agreements with Board of Education – Sales Tax Reimbursements *(Misty Leland/Wayne Vest)*

IX. APPOINTMENTS

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

- **DSS Board,** Wednesday, September 19, 3:00pm (Graham)
- **Pre-agenda,** Wednesday, September 26, 9:30am (Graham / Quis)
- **CVB Board,** Thursday, September 27, 4:00pm (Quis)

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

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

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

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

3. *Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*

4. *Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*

5. *Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*

6. *Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*

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

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

9. *Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*

10. *Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*

11. *Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*

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

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

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

Agenda Item: III.A.
Meeting Date: September 18, 2018

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura Cockman, Interim Director, DSS

DATE: 9-10-18

SUBJECT: Brief Info update on Employment and Training Program

REQUEST: Laura Cockman-DSS, Andi Korte-SCC, Maria Campbell- SCC E & T Navigator, Pamela Alsobrook-NC Works and Jerry McQueen, WIOA would like to present a 15 minute Employment and Training Program update to the commissioners.

BACKGROUND: Beginning October 1, 2018, this collaborative group will begin offering Employment and Training assistance to Moore County residents who receive benefits from DSS.

FUNDING SOURCE / FINANCIAL IMPACT: None

IMPLEMENTATION PLAN: This program will be fully active October 1, 2018.

RECOMMENDATION SUMMARY: No action needed, we just want to make the commissioners aware of this great new resource.

ATTACHMENTS: None

V.A.
9/18/2018

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 4, 2018

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30 p.m., Tuesday, September 4, 2018, in the Commissioners' Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina.

Commissioners Present:
Chair Catherine Graham, Vice Chair Otis Ritter, Jerry Daeke, Louis Gregory, Frank Quis

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Chair Graham called the meeting to order at 5:30 p.m. Pastor Chuck Vickers of First Baptist Church of Pinehurst offered the invocation and Health Department Deputy Director Matt Garner led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Mr. Lou Mason and Mr. John Misiaszck commented regarding the Woodlake community.

ADDITIONAL AGENDA

Upon motion made by Commissioner Gregory, seconded by Vice Chair Ritter, the Board voted 5-0 to add a resolution regarding lottery allocations to the agenda.

Chair Graham asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and none was stated.

PRESENTATIONS

Sandhills Center Quarterly Fiscal Report

Chief Financial Officer Caroline Xiong presented the quarterly fiscal report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services.

RECOGNITIONS

Drug Free Moore County – National Recovery Month Proclamation

Health Department Deputy Director Matt Garner thanked the commissioners for their involvement and support, and he and Drug Free Moore County Executive Director Karen Wicker read a proclamation regarding National

Recovery Month. Chair Graham expressed her appreciation to Mr. Garner and Ms. Wicker for all that they do, and she invited them to come back to the Board and talk about the impacts on Moore County of federal funding allocated to drug addiction recovery. Upon motion made by Chair Graham, seconded by Commissioner Daeke, the Board voted 5-0 to proclaim September 2018 as National Recovery Month and authorize the Chair to sign the proclamation. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix A.

CONSENT AGENDA

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

Minutes: August 21, 2018 Regular Meeting/Closed Session
Tax Releases/Refunds – July 2018
Budget Amendments
Digital Learning Invoices for Moore County Schools
Transportation Advisory Board Bylaws Amendments
EMS Management & Consultants Contract Amendment No. 1
Deed of Dedication for Pinehurst Brewery
Resolution to Add Portion of Grandpap Road to State Maintenance System
Travel Reimbursement to Commissioner Gregory

The tax releases/refunds resolutions, budget amendments, revised TAB bylaws, and Grandpap Road resolution are hereby incorporated as a part of these minutes by attachment as Appendices B, C, D, and E, respectively.

PUBLIC HEARINGS

Public Hearing/Planning – Conditional Use Permit Request: 1305 Hulsey Road

County Attorney Misty Leland announced that the next item on the agenda was a request by Lee McKinney for a Conditional Use Permit for a school located on the same lot as a church located at 1305 Hulsey Road, Carthage. Ms. Leland explained the quasi-judicial nature of the hearing on this matter. Chair Graham opened the duly advertised public hearing, and Planning Director Debra Ensminger and applicant Lee McKinney were administered the oath by the Clerk. Ms. Leland provided opportunity to Board members to describe any information or special knowledge about the case and to reveal any possible conflicts and withdraw from the proceedings if necessary, and there was no such information shared. Planning Director Debra Ensminger provided the staff report regarding this case, which is hereby incorporated as a part of these minutes by attachment as Appendix F. Mr. McKinney, Pastor of New Covenant Fellowship Church, then made himself available to discuss the case. Commissioner Quis asked how many students he anticipated. Mr. McKinney said they would start with kindergarten and first grade and had capped the class sizes at twelve students. Upon motion made by Commissioner Daeke, seconded by Commissioner Quis, the Board voted 5-0 to approve the Conditional Use Permit for a school located on the same lot as a church located at 1305 Hulsey Road, Carthage, owned by New Covenant Fellowship of Carthage, NC per Deed Book 3787, Page 591. Chair Graham closed the public hearing.

NEW BUSINESS

Sheriff – Request for Sole Source Justification Approval and Authorization to Purchase an iRecord Universe IP Turnkey Video Recording System

On behalf of the Sheriff's Office, Brock Holder requested approval for the purchase of a recording system for recording interviews with suspects, witnesses, and victims, and he reviewed the background of this request. Commissioner Gregory commented that this sounded like a very necessary expenditure. Upon motion made by Chair Graham, seconded by Commissioner Gregory, the Board voted 5-0 to approve the sole source purchase of the iRecord Universe Turnkey Recording System from Edge One Solutions, Inc. in the amount of $48,026.00.

Public Works – Request for Approval of Consulting Services Contract Amendment

Solid Waste Division Manager Chad Beane asked the Board to approve a contract amendment with Golder Associates for consulting services on a variety of environmental compliance and reporting matters related to the two landfills owned and operated by Moore County. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to approve the contract amendment with Golder Associates NC, Inc. for consulting services and authorize the Chair to sign all necessary documents.

Public Works – Request for Partial Release of Easement for Encroachment at Lot 2 in CCNC

Public Works Director Randy Gould asked the Board to approve a partial release of easement for a lot in the Country Club of North Carolina. Upon motion made by Commissioner Daeke, seconded by Commissioner Quis, the Board voted 5-0 to approve and authorize the Chair to sign the partial release of easement for the encroachment as Lot 24 in CCNC.

Public Works – Request for Approval of Vehicles Contract Amendment

Public Works Director Randy Gould asked for the Board's approval of a contract amendment with Ilderton Dodge Chrysler Jeep, for the purchase of three vehicles. The amendment would extend the delivery date. There was discussion regarding any impacts of the delay on the vehicle replacement plan. Upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to authorize the Chair to sign the contract amendment with Ilderton Dodge Chrysler Jeep to extend the delivery date of the three Dodge 5500 trucks.

Finance – Request for Adoption of Reimbursement Resolution for North Moore High School

Chief Financial Officer Caroline Xiong requested adoption of a resolution regarding intent to reimburse expenditures for a project at North Moore High School. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to proceed with the adoption of the resolution introducing the County of Moore, NC declaring its official intent to reimburse expenditures under United States Department of Treasury Regulations for North Moore High School. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix G.

Administration – Request for Approval of Resolution for Allocation of Lottery Dollars

County Manager Wayne Vest requested the Board's adoption of a resolution requesting the North Carolina General Assembly to modify the allowed allocations for the Needs Based Public School Capital Fund Lottery dollars to allow Tier 3 counties to participate if certain criteria are satisfied. He reviewed the resolution and the

proposed criteria. Commissioners commented extensively regarding the lottery system and unfulfilled promises by legislators regarding funds to be received by NC counties. One of the criteria listed in the resolution was for the Tier 3 county to have a population of 125,000 or less, of which there were eight other counties besides Moore. Commissioner Quis asked that these other counties be contacted and invited to join the request. Upon motion made by Chair Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the resolution requesting the North Carolina General Assembly to modify the allowed allocations for the Needs Based Public School Capital Fund lottery dollars to allow Tier 3 counties to participate if certain criteria are satisfied. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix H. Upon motion made by Chair Graham, seconded by Commissioner Daeke, the Board voted 5-0 to send a copy of the resolution to all the counties who qualify under the same under 125,000 population and being designated as a Tier 3 county.

APPOINTMENTS

Town of Cameron Planning Board ETJ

Upon motion made by Commissioner Quis, seconded by Chair Graham, the Board voted 5-0 to appoint Keith Cameron as an ETJ member of the Town of Cameron Planning Board.

MANAGER'S REPORT

County Manager Wayne Vest shared that he had provided at each of the commissioners' seats a map of the requested ETJ extension area by the Village of Pinehurst, as well as the proposed agenda for the special meeting scheduled for September 12, 2018.

COMMISSIONERS' COMMENTS

Commissioner Gregory said he was fortunate to represent the Board at the NC Association of County Commissioners annual conference in Hickory. He shared that he had also attended a UNC School of Government / Triangle J Council of Governments meeting to provide some requested programming feedback and he said it was a good meeting as well. He offered his appreciation for the opportunity to attend both of these events.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Quis, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the September 4, 2018, regular meeting of the Moore County Board of Commissioners at 6:37 p.m.

_____
Catherine Graham, Chair

_____
Laura M. Williams, Clerk to the Board

Agenda Item: V.B.
Meeting Date: 9/18/2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator

DATE: September 6, 2018

SUBJECT: Tax Releases/Refunds – Month of August 2018

PRESENTER: Gary Briggs

AGENDA PLACEMENT: Consent Agenda

REQUEST:

41 real/personal/motor vehicle releases totaling $31,174.70
26 real/personal/motor vehicle relief-refunds totaling $4,641.15

199 releases/refunds of less than $100 each totaling $7,248.99 were sent to the County Finance Officer for approval.

BACKGROUND:

The records have been checked and these releases/refunds verified; therefore, the Tax Administrator is asking for approval of the release/refund requests. According to General Statute 105-381, a taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid or billed through error. Additionally, General Statute 105-330 allows for a refund/release of certain motor vehicle bills. The attached sheets give the information for the taxpayers' reasons for their release/refund requests.

IMPLEMENTATION PLAN:

Through month-end procedures and by Tax Department Staff.

FINANCIAL IMPACT STATEMENT:

Total - $35,815.85 (breakdown attached)

RECOMMENDATION SUMMARY:

These release/refund requests are approved as shown on the attached sheets.

SUPPORTING ATTACHMENTS:

Release/Refund Requests
Resolutions

RESOLUTION AUTHORIZING AND APPROVING

(CURRENT) RELEASES AND REFUNDS BY THE

TAX ADMINISTRATOR

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of various county taxes illegally levied and assessed, the amount certified as being in excess of the amount legally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2018.

_____
Catherine P. Graham, Chair

ATTEST:

_____
Laura M. Williams
Clerk to the Board

RESOLUTION AUTHORIZING AND APPROVING

(DELINQUENT) RELEASES AND REFUNDS BY THE

TAX ADMINISTRATOR

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2018.

_____
Catherine P. Graham, Chair

ATTEST:

_____
Laura M. Williams
Clerk to the Board

REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE
RELEASES
OVER - $100
August-18

BILL YEAR	BILL NUMBER	NAME	REASON	AMOUNT
2018	5170	BANC OF AMERICA LEASING	BILLED AS UTILITY UNDER DUKE ENERGY	$810.00
2018	57355	BARTON, EUGENE JAMES JR	TAXPAYER PROVIDED NECESSARY TO RECEIVE EXEMPTION	$270.00
2018	18613	BASS DESIGN	ANNEXED JUNE 2018 - RELEASE BILL AND REBILL IN CITY	$1,079.52
2018	18628	BASS DESIGN	ANNEXED JUNE 2018 - RELEASE BILL AND REBILL IN CITY	$977.75
2018	2159	CLASSICAL CONVERSATIONS INC	BILLED IN INCORRECT DISTRICT - WILL REBILL	$702.54
2018	5039	FLEET CONNECT INC	REAL PROPERTY TRANSFERRED -RELEASE PERSONAL	$121.95
2018	9693	FRECHETTE, SCOT A	MILITARY	$528.00
2018	9354	GUERRERO CISNEROS, MAYRA G	INCORRECT VALUE ON PERSONAL PROPERTY	$126.72
2018	9573	GUIDA, MATTHEW ROGER	MILITARY	$138.13
2018	66195	HUTCHINS, ROBERT CLAYTON	DEFERRMENT WAS NOT CARRIED OVER FROM LAST YEAR	$1,462.62
2018	10088	MANESS, JAMES DOYLE	TAXPAYER PROVIDED NECESSARY FOR DEFERMENT	$479.77
2018	10082	MANESS, JAMES DOYLE	TAXPAYER PROVIDED NECESSARY FOR DEFERMENT	$198.42
2018	9390	MCADOO, JAMES ADAM	MILITARY	$415.41
2018	10439	MEGGINSON, KEITH M TRUSTEE	PARCEL BILLED INCORRECT DISCTRICT-WILL REBILL	$1,152.94
2009	9045560	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$201.48
2010	9045814	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$187.65
2011	9045748	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$173.65
2012	5759	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$161.06
2013	4148	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$152.67
2014	4580	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$142.69
2015	4487	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$134.36
2016	3924	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$128.62
2017	3691	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$121.37
2018	3627	MONROE, NEAL SANDERS	MOBILE HOME DOUBLE-BILLED	$116.64
2018	9692	MORRIS, RUSSELL K	PEROSONAL PROPERTY NOT LOCATED IN MOORE COUNTY	$301.95
2018	34176	NELSON, CHRISTINE BURTON HRS	EXEMPTION REMOVED IN ERROR	$383.63
2018	8624	PALENCHAR, LOREN OLIVER	MILITARY	$234.31

REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE
RELEASES
OVER - $100
August-18

BILL YEAR	BILL NUMBER	NAME	REASON	AMOUNT
2018	4830	PILSON, SUSAN	TAXPAYER PROVIDED NECESSARY FOR DEFERMENT	$1,684.56
2018	65285	PINEHURST SENIOR APARTMENTS, LLC	ANNEXED JUNE 2018 - RELEASE BILL AND REBILL IN CITY	$15,076.50
2018	8108	PINSKY, HEATHER G	MILITARY	$280.51
2017	6653	SEMERIK, IVAN	MILITARY	$283.63
2018	7596	SIMS, JOHN	MILITARY	$990.78
2018	65714	SINCLAIR HOMEOWNERS ASSOCIATION	COMMON AREA - SHOULD BE TAX EXEMPT	$222.30
2018	6254	SINGER, TERRY	PERSONAL PROPERTY NOT LOCATED IN MOORE COUNTY	$272.67
2018	15977	TIARA PROPERTIES, LLC	ANNEXED JUNE 2018 - RELEASE BILL AND REBILL IN CITY	$175.50
2018	14923	TIARA PROPERTIES, LLC	ANNEXED JUNE 2018 - RELEASE BILL AND REBILL IN CITY	$159.85
2018	15029	TIARA PROPERTIES, LLC	ANNEXED JUNE 2018 - RELEASE BILL AND REBILL IN CITY	$102.84
2018	5022	TRACTOR SUPPLY COMPANY	NOT LATE IN LISTIG PERSONAL PROPERTY	$161.69
2018	8707	WELLS, NICHOLAS DAVID	MILITARY	$159.45
2018	9696	WINGS TO CAROLINA LLC	PERSONAL PROPERTY NOT LOCATED IN MOORE COUNTY	$561.01
2013	52360	CLARK, STEPHANIE MICHELLE	MILITARY	$139.56
			TOTAL	**$31,174.70**

VTS/MUNIS MOTOR VEHICLES
RELIEF - REFUNDS
OVER - $100
August-18

Bill Year	Bill Number	Customer Name	Reason	Refund Amount
2017	VTS - 0035362186	AFRICK, MICHAEL & CYNTHIA	TAG SURRENDER	$100.89
2017	VTS - 0042492588	AGATONE, DAVID JAMES	TAG SURRENDER	$165.65
2017	VTS - 0031736955	BEAN, GUY JR & JANE	TAG SURRENDER	$145.95
2017	VTS - 0037762552	CATTUNA, NICHOLAS CHRISTOPHER	TAG SURRENDER	$166.70
2017	VTS - 0040602009	FRANK, DOUGLAS DONALD	TAG SURRENDER	$111.95
2017	VTS - 0030361418	GREENE, KAREN HOHLER	TAG SURRENDER	$170.84
2017	VTS - 0041782834	HEINOLD, WAYNE JR & DOROTHY	TAG SURRENDER	$295.76
2018	VTS - 0043971013	JORDAN-MASER, CAROLINE DAWN	TAG SURRENDER	$264.87
2017	VTS - 0035082081	KEYS, ROY ROBERT	TAG SURRENDER	$1,125.75
2017	VTS - 0041757992	LASKEY, BENJAMIN C	MILITARY	$132.07
2017	VTS - 0043205953	MATTHEWS, DONALD RICHARD	TAG SURRENDER	$179.47
2017	VTS - 0043129073	MCCARTY, MICHAEL & SARAH	TAG SURRENDER	$162.60
2017	VTS - 0043173259	MONDRAGON MORALES, EVERARDO	TAG SURRENDER	$115.94
2017	VTS - 0033751150	PATE, JEREMY FRANKLIN	TAG SURRENDER	$145.31
2017	VTS - 0033828393	PEIFFER, CHRISTOPHER KEITH	MILITARY	$109.08
2017	VTS - 0037613585	PEIFFER, CHRISTOPHER KEITH	MILITARY	$212.88
2017	VTS - 0042862589	PETERS, JESSIE ALAN	MILITARY	$174.79
2017	VTS - 0036828278	ROGERS, FRANK GERALD	TAG SURRENDER	$107.93
2017	VTS - 0025926849	RUSSELL, DONALD RAY	TAG SURRENDER	$100.81
2017	VTS - 0042711310	SPIZZIRRI, DEANNA FRANCES	TAG SURRENDER	$182.43
2017	VTS - 0042512288	STAYSKAL, RICHARD MATTHEW	MILITARY	$235.73
2017	VTS - 0042936361	STAYSKAL, RICHARD MATTHEW	MILITARY	$190.32
2017	VTS - 0042592888	THEURER, DANIEL JOHN	SITUS	$136.93
2017	VTS - 0036422499	THOMEE, BRIAN	TAG SURRENDER	$123.54

VTS/MUNIS MOTOR VEHICLES
RELIEF - REFUNDS
OVER - $100
August-18

Bill Year	Bill Number	Customer Name	Reason	Refund Amount
2017	VTS - 0043270786	WALSH, MICHAEL ANTHONY	TAG SURRENDER	$201.53
2017	VTS - 0035375331	WHITE, JACK MARTIN	TAG SURRENDER	$101.37
			TOTAL	**$5,161.09**

Agenda Item: V.C.
Meeting Date: 09/18/2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Caroline L. Xiong, Chief Finance Officer**

DATE: **09/10/2018**

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	Amount	Sources of Revenue	Justification	Journal
1.	Sheriff	$4,266 increase	North Carolina Drug Tax Program	Pay Overtime & Purchase Law Enforcement Equipment	30006
2.	Health	$237 decrease	DPH & PHP&R Federal Grants	Agreement Addendum Revision #1 State Funding Error FY2013-2014	30007
3.	Sheriff	$5,177 increase decrease	Bureau of Alcohol Tobacco and Firearms – ATF	Purchase Law Enforcement Equipment (adjustment correction)	30008
4.	Sheriff	$252 decrease $269 increase	First Bank	Purchase Law Enforcement Equipment (interest adjustment correction)	30009
5.	Sheriff	$32 decrease $16 increase	First Bank	Purchase Law Enforcement Equipment (interest adjustment correction)	30010
6.	Sheriff / Animal Services	$3,000 increase	Maddie's Fund	Purchase materials, supplies and other items to increase animal adoptions	30011
7.	Sheriff / Animal Services	$3,181 increase	General Donations	Purchase materials and other equipment for Animal Services	30012
8.	Sheriff / Animal Services	$6,983 increase	Fix'M Donations	Pay for spay of neutering animals in the Fix 'M Voucher Program	30013
9.	Sheriff / Animal Services	$250 increase	Donations Specified for Pet Responsibility Committee	Purchase materials for the Pet Responsibility Committee	30014

IMPLEMENTATION PLAN:
N/A

FINANCIAL IMPACT STATEMENT:
The overall effect is to increase/decrease the revenue and expenditures in the General Fund for ($237), Multi-Year Grants for $17,681 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 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - North Carolina Drug Tax Program					
Revenue	24033005 36075	Drug Seizure Funds	970,807	4,266	975,073
Expense	24019505 53828	Drug Seizure Funds	1,011,305	4,266	1,015,571

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Sheriff's Office

Increase or Decrease of Amount of Funding: $4,266.44

Source(s) of Funding: North Carolina Drug Tax Program

Justification (please be specific): To pay overtime and to purchase law enforcement equipment.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
	Health - Division of Public Health (DPH), Public Health Preparedness & Response (PHP&R)				
Revenue	10032071 35027	DHHS Bioterrorism Grant	37,816	(237)	37,579
Expense	10039068 52601	Operating Supplies	9,016	(237)	8,779

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

30007

Budget Amendment Staff Report

Department:

Health

Increase or Decrease of Amount of Funding:

Revenue 10032071-35027 Bioterrorism Grant Decrease $237

Expense 10039068-52601 Bioterrorism Operating Expense Decrease of $237

Source(s) of Funding:

The Division of Public Health (DPH), Public health Preparedness & Response (PHP&R) Branch, makes federal grant funds available to all Local Health Departments through a funding formula based on population, land square miles and total square miles.

(Justification (please be specific):

The Division of Public Health allocation to Moore County for the 514 NC Public Health Emergency Preparedness Grant has been reduced by $237 for Fiscal Year 2018-2019 from $37,816 to $37,579 via Agreement Addendum Revision #1.

Agreement Addendum Revision #1 corrects a recently discovered state funding error which began with the 2013-2014 state fiscal year and has continued on through this fiscal year. Beginning with the 2013-2014 Agreement Addendum, the funds had been allocated with all twelve months under one federal grant year rather than as it should have been allocated, with one month funded under one federal grant year and eleven months funded under the following federal grant year. As the federal grant year runs from July 1 through June 30, the first month of each fiscal year's Agreement Addendum needs to be funded from the earlier of the two federal grant years.

These funds are to upgrade and integrate local public health preparedness and response to public health emergencies with federal, state, local and tribal governments, the private sector, and non-governmental organizations.

The emergency preparedness and response efforts are intended to support the National Response Framework and the National Incident Management System. Funds awarded under the Cooperative Agreement are used to enhance all hazards planning and direction, coordination and assessment, surveillance and detection capacities, risk communication and health information dissemination, telecommunications capabilities, and education and training.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - Bureau of Alcohol Tobacco and Firearms - ATF					
Revenue	24032005 36084	Treasury Funds	31,252	(5,177)	26,075
Expense	24019505 53902	Treasury Funds	74,601	(5,177)	69,424
Revenue	24032005 36080	Justice Funds	227,647	5,177	232,824
Expense	24019505 53847	Justice Funds	286,563	5,177	291,740

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

30008

Budget Amendment Staff Report

Department: Sheriff's Office – Federal Forfeiture Funds – Justice Funds

Increase or Decrease of Amount of Funding: $5,176.96

Source(s) of Funding: Bureau of Alcohol Tobacco and Firearms – ATF

Justification (please be specific): To purchase law enforcement equipment

We previously entered this forfeiture into our Treasury Forfeiture Fund Account. This Budget Amendment is simply to transfer the funds to the correct account which is the Justice Forfeiture Fund Account.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
	Sheriff - First Bank				
Revenue	24032005 36080	Justice Funds	227,647	(252)	227,395
Expense	24019505 53847	Justice Funds	286,563	(252)	286,311
Revenue	24032005 36080	Justice Funds	227,647	269	227,916
Expense	24019505 53847	Justice Funds	286,563	269	286,832

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

30009

Budget Amendment Staff Report

Department: Sheriff's Office – Federal Forfeiture Funds – Justice Funds

Increase or Decrease of Amount of Funding: $268.67

Source(s) of Funding: First Bank

Justification (please be specific): To purchase law enforcement equipment

This is an interest adjustment correction documenting the increase in interest paid to this account from $252.18 to $268.67.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
	Sheriff - First Bank				
Revenue	24032005 36084	Treasury Funds	31,252	(32)	31,220
Expense	24019505 53902	Treasury Funds	74,601	(32)	74,569
Revenue	24032005 36084	Treasury Funds	31,252	16	31,268
Expense	24019505 53902	Treasury Funds	74,601	16	74,617

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Sheriff's Office – Federal Forfeiture Funds – Treasury Funds

Increase or Decrease of Amount of Funding: $15.86

Source(s) of Funding: First Bank

Justification (please be specific): To purchase law enforcement equipment

This is an interest adjustment correction documenting the decrease in interest paid to this account from $32.34 to $15.86.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
	Sheriff/Animal Services - Maddie's Fund				
Revenue	24018070 36081	Maddie's Fund	5,000	3,000	8,000
Expense	24021570 53968	Maddie's Fund	5,000	3,000	8,000

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Sheriff's Office – Animal Services

Increase or Decrease of Amount of Funding: $3,000.00

- **Source(s) of Funding:** Maddies Fund

Justification (please be specific): To purchase materials, supplies and other items to increase animal adoptions.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
	Sheriff/Animal Services - General Donations to Animal Services				
Revenue	24018070 32502	Donations	32,534	3,181	35,715
Expense	24021570 53922	Donations	65,507	3,181	68,688

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Sheriff's Office (Animal Services)

Increase or Decrease of Amount of Funding: $3,180.52

Source(s) of Funding: General Donations to Animal Services

Justification (please be specific): Will be used to purchase materials and other equipment for Animal Services.

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
	Sheriff/Animal Services - Fix' M Donations				
Revenue	24018070 32517	Fix' M Donations	13,008	6,983	19,991
Expense	24021570 53979	Fix' M Donations	13,008	6,983	19,991

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Sheriff's Office – Animal Services

Increase or Decrease of Amount of Funding: $6,983.10

Source(s) of Funding: FIX'EM Donations

Justification (please be specific): Pay for spay of neutering for animals in the FIX'EM Voucher Program

Fiscal Year 2018/2019

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff/Animal Services - Donations Specified for Pet Responsibility Committee					
Revenue	24018070 36311	Pet Responsibility Committee	-	250	250
Expense	24021570 56297	Pet Responsibility Committee	-	250	250

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Sheriff's Office (Animal Services) – Pet Responsibility Committee

Increase or Decrease of Amount of Funding: $250.00

Source(s) of Funding: Donations Specified for Pet Responsibility Committee

Justification (please be specific): Will be used to purchase materials for the Pet Responsibility Committee.

Agenda Item: V.D.
Meeting Date: September 18, 2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Caroline Xiong, Chief Finance Officer**

DATE: **September 10, 2018**

SUBJECT: **Non-Profit Grant Agreement with Moore Buddies Mentoring for Fiscal Year 2019**

PRESENTER: **Caroline L. Xiong, Chief Finance Officer**

REQUEST:
Authorize the Chairman, Board of Commissioners to sign the non-profit grant Agreement with Moore Buddies Mentoring for Fiscal Year 2018-2019 upon the approval of the County Attorney and Chief Finance Officer.

BACKGROUND:
Moore Buddies Mentoring connects students with their community, which empower the students to stay in school and achieve in life. Because of the services Moore Buddies Mentoring provides to the students of Moore County, Moore Buddies Mentoring has been selected as a recipient of Moore County non-profit funding for Fiscal Year 2018-2019 in the amount of $76,619.

IMPLEMENTATION PLAN:
None

FINANCIAL IMPACT STATEMENT:
Non-profit grant in the amount of $76,619 to Moore Buddies Mentoring.

RECOMMENDATION SUMMARY:
Make a motion to authorize the Chairman, Board of Commissioners to sign the non-profit grant Agreement with Moore Buddies Mentoring for Fiscal Year 2018-2019 upon the approval of the County Attorney and Chief Finance Officer.

SUPPORTING ATTACHMENTS:
1. Non-Profit Grant Agreement 2018-2019 – Moore Buddies Mentoring

DocuSign Envelope ID: F18567CE-E8FD-43A5-B07C-6577602A0253

MOORE COUNTY, NORTH CAROLINA
NON-PROFIT GRANT AGREEMENT 2018-2019

THIS GRANT AGREEMENT is made as of the 1st day of July, 2018, between the County of Moore, a political subdivision of the State of North Carolina ("GRANTOR"), and Moore Buddies Mentoring, a North Carolina not-for-profit corporation ("GRANTEE").

WITNESSETH:

WHEREAS, the GRANTOR and GRANTEE are joint parties to a grant agreement with the State of North Carolina Department of Public Safety Juvenile Crime Prevention Council and having Component ID Numbers 21891 and 22039, which is for the purposes of the Moore Family Connections and youth mentoring programs to be carried out by the GRANTEE during the State of North Carolina's 2018-2019 Fiscal Year (the "JCPC Grant"); and

WHEREAS, the GRANTOR has agreed to receive the JCPC Grant funds from the State, to disperse the JCPC Grant funds to the GRANTEE, and to monitor the GRANTEE's use of the JCPC Grant funds to ensure compliance with the JCPC Grant; and

WHEREAS, the GRANTOR and GRANTEE enter into this Grant Agreement for the purposes of transferring the JCPC Grant funds to the GRANTEE and ensuring the JCPC Grant requirements are carried out.

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

1. **Amount and Terms of Grant**. The GRANTOR agrees, subject to the terms and conditions of this Grant Agreement, to provide the GRANTEE the sum of **$76,619.00** (the "Grant Funds") to provide funding for the programs as described in the JCPC Grant, which is hereby incorporated into this Grant Agreement by reference and made an integral part hereof. The GRANTOR does not make any warranty, either express or implied, that the proceeds of the Grant Funds will be sufficient to pay all or any particular portion of the cost for the services to be provided by the GRANTEE.

2. **Unconditional Obligations**. The obligations of the GRANTEE to perform and observe this Grant Agreement and any other agreements on its part contained herein shall be absolute and unconditional. Until such time as all obligations of the GRANTEE provided in this Grant Agreement are met, the GRANTEE shall: (i) perform and observe all of its other agreements contained in this Grant Agreement; and (ii) observe any obligation or covenant, whether expressed or implied, or any duty, liability, obligation or covenant arising out of or connected with this Grant Agreement.

3. **Program Services**. The parties hereto agree that the purpose of this Grant Agreement is to provide the Grant Funds to the GRANTEE to enable it to perform a public service. The GRANTEE shall perform the services set forth in the JCPC Grant, which are hereby deemed to be public services. Should the services change, GRANTEE shall first seek approval from the Board of County Commissioners through the County Manager. None of the Grant Funds authorized hereby may be used for any purpose not specifically determined to be a public service, and in no circumstances may they be used except in accordance with the requirements of Paragraph 4, below.

4. **Use of Grant funds**. The GRANTEE shall expend the Grant Funds only for the performance of the services or functions detailed in JCPC Grant. For purposes of this Grant Agreement, allowable expenses shall **not** include the following:

   a. Bad debts;
   b. Contingencies;
   c. Contributions and donations;
   d. Entertainment costs;
   e. Fines and penalties;
   f. Interest and other financial costs; and
   g. Legislative expenses.

5. **Term of Grant Agreement**. The term of this Grant Agreement shall begin on the date first written above and, unless sooner terminated as provided herein, shall expire on June 30, 2019, or upon compliance with all of the provisions of this Grant Agreement, whichever shall occur last.

6. **Payment**. GRANTEE will make two payments of **$38,309.50** to the GRANTOR during the term of this Grant Agreement, one of which will occur within 30 days of July 1, 2018, and the other within 30 days of September 15, 2018. The GRANTOR, in its sole discretion, may delay or cancel such payments for failure by the GRANTEE to comply with any of the provisions of this Grant Agreement.

7. **Payments Do Not Constitute a Waiver**. No payment of Grant Funds hereunder shall constitute a waiver of any of the conditions of the GRANTOR's obligation to make further payments nor, in the event the GRANTEE is unable to satisfy any condition required hereunder, shall any such payment have the effect of precluding the GRANTOR from thereafter declaring such inability to satisfy to be a breach of this Grant Agreement.

8. **Financial Recordkeeping**. The GRANTEE, at GRANTEE's sole expense, shall account to the satisfaction of the GRANTOR's Internal Auditor for all Grant Funds received from the GRANTOR under this Grant Agreement and all expenditures made from Grant Funds.

   Such accounting shall be in a form prescribed by the Internal Auditor, and shall include a report on an audit of all Grant Funds (including the management letter, if issued) performed by a person or firm approved by the Internal Auditor (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina shall be deemed automatically approved by the Internal Auditor). Grantee shall also provide the Internal Auditor with semi-annual financial statements on or before January 31, 2019. The GRANTEE shall provide such other information, records or documentation as the Internal Auditor may require. Non-compliance with this section shall be deemed a material breach of this Grant Agreement.

   GRANTEE shall submit the audit report, management letter and semi-annual financial statements to:

   Moore County Financial Services
   Attn: Finance Department - Internal Auditor
   Post Office Box 905
   Carthage, N.C. 28327
   Telephone: 910-947-6310

Additionally, the GRANTEE shall allow the GRANTOR's Internal Auditor access to the records and information required hereunder and shall facilitate a review of the accounting and program operations as may be required. The GRANTOR shall have the right to do site visits within one week of request to do so.

GRANTEE shall retain financial and program records for a minimum period of three years following the expiration or earlier termination of this Grant Agreement.

9. **Warranties of GRANTOR.** GRANTOR warrants and represents that it is a political subdivision of the State of North Carolina and that it has duly authorized the execution and delivery of this Grant Agreement. The GRANTOR further warrants and covenants the GRANTOR will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Grant Agreement and in all proceedings of the GRANTOR pertaining to this Grant Agreement.

10. **Warranties of the GRANTEE**: The GRANTEE hereby makes the following warranties and representations to induce the GRANTOR to enter into this Grant Agreement:

    a. GRANTEE is a North Carolina not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of North Carolina ("State); and

    b. GRANTEE is not in violation of any provision of its articles of incorporation or any laws of the State relevant to the transactions contemplated by this Grant Agreement; and

    c. GRANTEE has full power and authority to execute and deliver this Grant Agreement and to carry out the services and obligations provided for in the JCPC Grant. The execution and delivery of this Grant Agreement has by proper action been duly authorized by the GRANTEE and all actions necessary have been taken to constitute this Grant Agreement when executed and delivered by the respective parties thereto, valid and binding obligations of the GRANTEE; and

    d. The execution, delivery and performance by the GRANTEE of this Grant Agreement and the consummation of the services and obligations contemplated hereby will not violate any provision of law or regulation applicable to the GRANTEE, or of any writ or decree of any court or governmental authority, or of the articles of incorporation and by-laws of the GRANTEE, or of any mortgage, indenture contract, agreement or other undertaking to which the GRANTEE is a party or which purports to be binding upon the GRANTEE or upon any of its assets; and

    e. GRANTEE shall do or cause to be done all things necessary to preserve, maintain and keep in full force and affect its legal existence and comply with all laws applicable to it so long as it remains obligated to the GRANTOR under this Grant Agreement; and

    f. All information provided by the GRANTEE to the GRANTOR, is and shall be true and correct. GRANTEE has not and shall not hereafter neglect to inform the GRANTOR of any material information pertaining to the services and obligations described in the JCPC Grant; and

    g. GRANTEE, at the GRANTEE's expense, shall assist the GRANTOR in obtaining any information or documentation required to verify the statements and comments made in this Grant Agreement. GRANTEE hereby consents to any inspection required for verification

and the GRANTEE's performance and agrees to supply any information or documentation required for such verification within the GRANTEE's control as the GRANTOR may request.

11. **Insurance Requirements**. GRANTEE 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 during the performance of services.

    GRANTEE shall maintain, at its expense, the minimum insurance coverage deemed necessary by the GRANTOR's Risk Manager. GRANTEE upon request by GRANTOR shall furnish a certificate of insurance from an insurance company licensed to do business by the North Carolina Department of Insurance verifying the existence of any insurance coverage required by GRANTOR. The certificate shall provide for sixty (60) days advance notice in the event of termination, reduction or cancellation of coverage.

12. **Notices**. When any notice or consent is required to be given under the terms of this Grant Agreement, such notice or consent shall be in writing and shall be effective only upon actual receipt by the party to whom notice is given. Such notice shall be delivered to the addresses below or to such other persons or addresses as the parties may, from time to time, establish in writing:

    In case of the GRANTOR, to:

    Moore County Manager
    Historic Courthouse
    Post Office Box 905
    Carthage, NC 28327

    With a Copy to:

    Finance Officer
    Central Services Building
    Post Office Box 905
    Carthage, NC 28327

    In case of the GRANTEE, to:

    Moore Buddies Mentoring
    _____
    _____
    _____

13. **Applicable Laws**. GRANTEE shall be responsible for compliance with all applicable federal, state and local laws, regulations and ordinances during the performance of this Grant Agreement, services and functions funded in whole or in part by this Grant Agreement, including North Carolina bid laws and any state or federal tax reporting requirements.

14. **Conflict of Interest**. No officials or employees of the GRANTEE may obtain or receive, directly or indirectly, any personal or financial interest, benefit or gain from the Grant Funds other than salaries and normal benefits, either for themselves or those with whom they have family or business ties.

15. **Repayment of Funds**. GRANTEE shall repay to the GRANTOR the full amount of any Grant Funds lost, misapplied, or inadequately accounted for in violation of this Grant Agreement. In the event the Grantor is required to enforce repayment through court action, the Grantee will be responsible for all court costs and attorneys' fees.

16. **Indemnification**. To the fullest extent permitted by laws and regulations, the GRANTEE shall indemnify and hold harmless the GRANTOR and its officials, agents, and employees from and

against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Grant Agreement or the actions of the GRANTEE or its officials, employees, or contractors under this Grant Agreement or under the contracts entered into by the GRANTEE in connection with this Grant Agreement. This indemnification shall survive the termination of this Grant Agreement.

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

18. **Special Conditions**. GRANTEE shall meet any special conditions, which are attached hereto and incorporated herein.

19. **Equal Employment Opportunity**. GRANTEE shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. GRANTEE shall take affirmative action to ensure that its employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event GRANTEE is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Grant Agreement may be canceled, terminated or suspended in whole or in part by GRANTOR, and GRANTEE may be declared ineligible for further GRANTOR Grant Funds.

20. **E-Verify**. Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the GRANTOR 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 GRANTEE represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the GRANTEE warrants that any subcontractors used by the GRANTEE will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

21. **Iran Divestment Act Certification.** The GRANTEE certifies that: (i) it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) it will not utilize any subcontractor performing work under this Grant Agreement, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

22. **Termination**. GRANTOR may terminate this Grant Agreement at any time by giving ten (10) days written notice of termination to the GRANTEE. If termination is for convenience and not due to a material breach of this Grant Agreement by the GRANTEE, then the GRANTOR shall pay to the GRANTEE a pro rata share of the Grant Funds for the authorized monthly expenditures incurred, if any, by the GRANTEE in accordance with this Grant Agreement prior to such termination. If termination is due to a material breach of this Grant Agreement by GRANTEE, then no pro rata share of Grant Funds shall be due.

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

23. **Assignment**. GRANTEE may not assign, transfer or delegate any of its duties, obligations or responsibilities under this Grant Agreement without the prior written consent of the GRANTOR.

24. **Waiver**. No action or failure to act by the GRANTOR or GRANTEE shall constitute an obligation or duty afforded them under this Grant Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed to in writing by the non-breaching party.

25. **Exercise of Functions.** Nothing contained in this Grant Agreement shall in any way stop, limit or impair the GRANTOR from exercising or performing any regulatory, policing or other governmental functions.

26. **No Partnership.** Nothing in this Grant Agreement is intended or shall be considered to create a joint venture or partnership between the GRANTOR and the GRANTEE nor be interpreted to deem either the agent of the other or to make the GRANTOR in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the GRANTEE.

27. **Time of the Essence**. Time is of the essence with respect to each and every covenant, agreement and obligation of GRANTEE under this Grant Agreement.

28. **Whole Agreement.** This Grant Agreement is the whole agreement between the GRANTOR and GRANTEE with respect to the matters set forth herein.

29. **Headings**. All headings that appear after paragraph numbers in this Grant Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

COUNTY OF MOORE

_____
Catherine Graham, Chair
Moore County Board of Commissioners

ATTEST:

_____
Laura M. Williams
Clerk to the Board

MOORE BUDDIES MENTORING

DocuSigned by:
Joyce Clevenger
950CF92617394AA...
By: _____
Title: _____

PREAUDIT CERTIFICATE

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

_____
Finance Officer

Agenda Item: V.E.
Meeting Date: **Sept 18th**

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Debra Ensminger**
Planning & Transportation Department Director

DATE: **September 7, 2018**

SUBJECT: **FY19 5311 Community Transportation Grant Agreement**

PRESENTER: **Debra Ensminger**

REQUEST:
Request the Board of County Commissioners to approve the FY19 5311 Community Transportation Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation.

BACKGROUND:
The mission of Moore County Transportation Services is to provide safe, reliable transportation services to the citizens of Moore County. These funds will assist in accomplishing this mission.

IMPLEMENTATION PLAN:
Upon approval Moore County Transportation Services will forward FY 19 5311 Community Transportation Grant Agreement to North Carolina Department of Transportation.

FINANCIAL IMPACT STATEMENT:
The grant amount for FY19 $293,906.00 with a 15% local match requirement, $44,087.00, the local match will be paid with user fees.

RECOMMENDATION SUMMARY:
Make a motion to approve the FY19 5311 Community Transportation Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation and allow the Chair to sign all associated documents pertaining to this request.

SUPPORTING ATTACHMENTS:
FY19 5311 Community Transportation 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

JAMES H. TROGDON, III
SECRETARY

August 13, 2018

Mr. Nick Picerno, Chairperson
Moore County
P.O. Box 905
Carthage, North Carolina 28327-0905

RE: FY19 Community Transportation Program (Section 5311)
Project No. 19-CT-062
WBS Element No.: 36233.74.19.1 (Admin)
Period of Performance: 7/1/18-6/30/19

Dear Mr. Picerno:

On March 7, 2018, the Board of Transportation approved your organization's request for an FY19 Community Transportation Grant in the amount of $249,819. 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,

Debbie Collins

Debbie Collins
Director

DC\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:	**19-CT-062**
Approved Indirect Cost Rate:	**12.10%**
FAIN Number(s):	**NC-2017-052-01**
CFDA Number:	**20.509**
DUNS Number:	**050988146**
Total Amount of Award:	**$293,906**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Elderly and Disabled Formula Grant**
- ☒ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Program 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, 2018 to June 30, 2019**. 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 (operating as Moore County Transportation) will use administrative funds for providing community transportation services to human service agencies and to the general public.**

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 **TWO HUNDRED NINETY THREE THOUSAND NINE HUNDRED SIX DOLLARS ($293,906)** 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%)
36233.74.19.1	$293,906	$235,124	$14,695	$44,087
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$293,906	$235,124	$14,695	$44,087

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. 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 ay 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: _____

Title: _____

Agency: _____

Email: _____

Phone: _____

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: _____

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2019**

BY: _____

TITLE: **CHAIRPERSON**

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

_____

BY: _____

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

ATTEST: _____

TITLE: _____

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: _____

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2019**

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

Caroline Ly Xiong
Finance Officer

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: _____

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 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)* J. Baeke and seconded by *(Board Member's Name or N/A, if not required)* C. Graham 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 Section 5310 program.

WHEREAS, *(Legal Name of Applicant)* 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 *(Authorized Official's Title)** Chair of *(Name of Applicant's Governing Body)* 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 *(Certifying Official's Name)** Laura Williams *(Certifying Official's Title)* 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 *(Name of Applicant's Governing Board)* County of Moore Board of Commissioners duly held on the 17 day of Oct. 2017

Laura M. Williams

Signature of Certifying Official

Revised 07-27-2017

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

Seal Subscribed and sworn to me (date) 10/17/17

Tamara Young Golden

Notary Public *

Tamara Young Golden

230 Buck Rd. Carthage, NC 28327

Printed Name and Address

My commission expires (date) August 22, 2022

Affix Notary Seal Here

TAMARA YOUNG GOLDEN
Notary Public
Moore County
NORTH CAROLINA

PROGRAM SUMMARY SHEET REQUIREMENTS

5311 Rural Formula
FEDERAL

NORTH CAROLINA
Department of Transportation

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

	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. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**
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. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**
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:

PROGRAM SUMMARY SHEET REQUIREMENTS

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 19-CT-062
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2018

PROJECT SPONSOR: MOORE COUNTY
PROJECT DESCRIPTION: FY2019 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATION - 36233.74.19.1 $293,906

PERIOD OF PERFORMANCE JULY 01, 2018 - JUNE 30, 2019

II. TOTAL PROJECT FUNDING

		TOTAL	FEDERAL	STATE	LOCAL
ADMINISTRATION -	36233.74.19.1	100%	80%	5%	15%
AGREEMENT #		$293,906	$235,124	$14,695	$44,087
TOTAL		$293,906	$235,124	$14,695	$44,087

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 19-CT-062
SPONSOR: MOORE COUNTY
WBS: 36233.74.19.1

DEPARTMENT 4521 - ADMINISTRATION

TITLE - OBJECT		APPROVED BUDGET
G121	SALARIES AND WAGES - FULL TIME	139,753
G181	Social Sec. Contrib.	10,691
G182	Retirement Contrib.	10,481
G183	Hosp. Ins. Contrib.	25,200
G185	Unemp. Comp. Contrib	717
G186	Workers Comp Cont.	4,000
G189	Other Frng Benefits	4,193
G196	Drug & Alcohol Test Contract	480
G211	Janitorial Supplies	1,450
G212	Uniforms	3,500
G261	Office Sup & Mat.	2,800
G311	Travel	1,500
G312	Travel Subsis.	3,000
G321	Telephone Service	1,000
G341	Printing & Reprod	1,000
G371	Mrktng.Paid Adv	5,093
G372	Promotional Items	1,000
G381	Comp Prog Ser	17,000
G395	Training-Employ Edu.	3,000
G452	Insurance-Vehicles	40,000
G481	Central Services	16,748
G491	Dues and Subscript	1,000
G292	Fire Extinguisher	300
	TOTAL ADMINISTRATION	**$ 293,906**

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

PROJECT: 19-CT-062
SPONSOR: MOORE COUNTY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET
	DEPT. 4521 OBJECT CODE 121				
01	DIVISION LEADER	01	100%	$ 56,819	$ 56,819
02	OFFICE ASST IV	01	100%	$ 32,646	$ 32,646
03	LEAD DRIVER	01	50%	$ 31,090	$ 15,545
04	DIRECTOR	01	33%	$ 105,282	$ 34,743
	TOTAL - OBJECT CODE 121				$ 139,753
	DEPT. 4521 OBJECT CODE 125				
					$ -
					$ -
					$ -
					$ -
					$ -
	TOTAL - OBJECT CODE 125				$ -
	DEPT. 4521 OBJECT CODE 126				
					$ -
					$ -
					$ -
					$ -
					$ -
	TOTAL - OBJECT CODE 126				$ -
	TOTAL DEPT. 4521 SALARIES AND WAGES				**$ 139,753**

Agenda Item: V.F.
Meeting Date: Sept 18th

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Debra Ensminger**
Planning & Transportation Department Director

DATE: **September 7, 2018**

SUBJECT: **FY19 5339 Statewide Capital Grant Agreement**

PRESENTER: **Debra Ensminger**

REQUEST:
Request the Board of County Commissioners to approve the FY19 5339 Statewide Capital Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation.

BACKGROUND:
Moore County Transportation Services will use these funds to replace (7) vehicles that have met the useful life including logos and lettering for each vehicle.

IMPLEMENTATION PLAN:
Upon approval Moore County Transportation Services will forward FY19 5339 Statewide Capital Grant Agreement to North Carolina Department of Transportation.

FINANCIAL IMPACT STATEMENT:
The grant amount for the FY19 5339 Statewide Capital Grant is $424,250.00, with a 10% local match requirement, $42,425.00. The local match will be paid from user fees as well as funds from the sale of the (7) vehicles being replaced.

RECOMMENDATION SUMMARY:
Make a motion to approve the FY19 5339 Statewide Capital Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation and allow the Chair to sign all associated documents pertaining to this request.

SUPPORTING ATTACHMENTS:
FY19 5339 Statewide Capital 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

JAMES H. TROGDON, III
SECRETARY

August 27, 2018

Mr. Nick Picerno, Chairperson
Moore County
Post Office Box 905
Carthage, North Carolina 28327-0905

RE: FY19 5339 STATEWIDE BUS AND BUS FACILITY
Project No. 19-39-062S
WBS Element No(s). 44637.41.1.3
Agreement No. (s): TBD
Period of Performance: 7/1/18 – 6/30/19

Dear Ms. Rountree:

On March 7, 2018, the Board of Transportation approved your organization's request for a FY19 5339 Statewide Capital grant in the amount of $381,825. 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,

Debbie Collins

Debbie Collins
Director

DC\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

BUS AND BUS FACILITY GRANT PROGRAM

Federal Award Identification

Agreement Number:	
NCDOT Project Number:	**19-39-062S**
Approved Indirect Cost Rate:	**N/A**
FAIN Number(s):	**NC-2017-050-01**
CFDA Number:	**20.526**
DUNS Number:	**050988146**
Total Amount of Award:	**$424,250**

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 Program 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, 2018 to June 30, 2019**. 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 (operating as Moore County Transportation) will use capital funds to replace (7) vehicles - (1) 20' Light Transit vehicle without a wheel chair lift, (3) 20' Light Transit Vehicles and (3) Raised Roof vans with wheel chair lifts that have met useful life including logos and lettering for each vehicle.**

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 FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS ($424,250)** 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.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
44637.41.1.3	$424,250	$339,400	$42,425	$42,425
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$424,250	$339,400	$42,425	$42,425

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 / groundbreakings. 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 ay 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: _____

Title: _____

Agency: _____

Email: _____

Phone: _____

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: _____

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2019**

BY: _____

TITLE: **CHAIRPERSON**

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

_____

BY: _____

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

ATTEST: _____

_____

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:

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2019**

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

Caroline Ng Xiong

Finance Officer

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: _____

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 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)* J. Baeke and seconded by *(Board Member's Name or N/A, if not required)* C. Graham 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 Section 5310 program.

WHEREAS, *(Legal Name of Applicant)* 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 *(Authorized Official's Title)** Chair of *(Name of Applicant's Governing Body)* 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 *(Certifying Official's Name)** Laura Williams *(Certifying Official's Title)* 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 *(Name of Applicant's Governing Board)* County of Moore Board of Commissioners duly held on the 17 day of Oct. 2017

Laura M. Williams

Signature of Certifying Official

Revised 07-27-2017

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

Seal Subscribed and sworn to me (date) 10/17/17

Tamara Young Golden

Notary Public *

Tamara Young Golden

230 Buck Rd. Carthage, NC 28327

Printed Name and Address

My commission expires (date) August 22, 2022

Affix Notary Seal Here

TAMARA YOUNG GOLDEN
Notary Public
Moore County
NORTH CAROLINA

PROGRAM SUMMARY SHEET REQUIREMENTS

NORTH CAROLINA
Department of Transportation

5339 Bus and Bus Facilities
FEDERAL

Capital

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	Eligible subrecipients: NCDOT is the designated recipient. Subrecipients may be public agencies or private nonprofit organizations engaged in public transportation in rural and small urban areas. Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to operate and maintain the NCDOT-funded program, and plan for any future program needs. Subrecipients must have fiscal control and accounting procedures sufficient to permit 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 per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. NCDOT will maintain the title documentation in its files. 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 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.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.

PROGRAM SUMMARY SHEET REQUIREMENTS

REFERENCES	Section 5339 Circular - C 5100.1 Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 19-39-062S
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2018

PROJECT SPONSOR: MOORE COUNTY
PROJECT DESCRIPTION: FY19 STATEWIDE CAPITAL PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 - CAPITAL 44637.41.1.3 $424,250

PERIOD OF PERFORMANCE JULY 1, 2018 THRU JUNE 30, 2019

II. TOTAL PROJECT FUNDING

CAPITAL

		TOTAL	FEDERAL	STATE	LOCAL
		100%	80.00%	10.00%	10%
ROLLING STOCK AGREEMENT #	44637.41.1.3	$424,250	$339,400	$42,425	$42,425
TOTAL		$424,250	$339,400	$42,425	$42,425

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

18-39-075S
SPONSOR:MOORE COUNTY
WBS: 44637.41.1.3

DEPARTMENT 4523 -CAPITAL - BUS ROLLING STOCK

OBJECT	TITLE	APPROVED BUDGET
G543	20Ft Light Trans Veh. Rpl	55,000
G546	20Ft LT W/L F-Rpl	180,000
G548	Lift-Equip Conver Van Rpl	187,500
G591	Veh Lettering/Logos	1,750
TOTAL CAPITAL - BUS ROLLING STOCK		**$ 424,250**

V.G.

Meeting Date: September 18, 2018

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: **Debra Ensminger**
Planning & Transportation Director

DATE: **September 5, 2018**

SUBJECT: **New Covenant Church School - Board Order Approval**

PRESENTER: **Debra Ensminger**

REQUEST
The Board of Commissioners approval of Conditional Use Permit for a school located on the same lot as a church located at 1305 Hulsey Rd, Carthage approved by the Board of Commissioners during their regularly scheduled meeting on September 4, 2018.

BACKGROUND
The Board of Commissioners held the public hearing of a Conditional Use Permit request for a school by Lee McKinney on approximately 10.44 acres.

The Board of Commissioners unanimously (5-0) approved the Conditional Use Permit for the school.

IMPLEMENTATION PLAN
Upon approval the Conditional Use Permit will be issued.

FINANCIAL IMPACT STATEMENT
No financial impact to the County's FY 2018-2019 budget.

RECOMMENDATION SUMMARY
Make a motion to approve the Board Order as presented and allow the Chairman to sign.

ATTACHMENTS
Board Order

STATE OF NORTH CAROLINA

COUNTY OF MOORE

BEFORE THE MOORE COUNTY BOARD OF COMMISSIONERS

Applicant: Lee McKinney	)	ORDER OF FINDINGS OF FACT AND
	)	CONCLUSIONS IN SUPPORT OF
Address: 1305 Hulsey Rd,	)	GRANTING A CONDITIONAL USE
Carthage, NC 28327	)	PERMIT

THIS CAUSE, being heard by the Moore County Board of Commissioners on September 4, 2018 at 5:30 p.m. in the Historic Courthouse, 2nd Floor Meeting Room, Carthage, NC for a hearing on Lee McKinney's application on behalf of New Covenant Fellowship Church for a Conditional Use Permit. It appearing that the Moore County Board of Commissioners has proper jurisdiction over the parties and subject matter and that the parties are properly before the Moore County Board of Commissioners. After reviewing the documents of record and hearing from all parties and witnesses, the Board of Commissioners by sufficient evidence, based on the standards and *Unified Development Ordinance of Moore County, NC* enters the following order.

FINDINGS OF FACT

1. That all parties were notified of the hearing.
2. That all witnesses were sworn and testified.
3. That the applicant requests for a school located on the same lot as a church located at 1305 Hulsey Rd, Carthage.
4. That the property is zoned Rural Agricultural (RA) and allows the proposed use upon issuance of a Conditional Use Permit.
5. That the proposed site details are as follows:

Zoning	Rural Agricultural (RA)
Acreage	Approximately 10.44 acres
Watershed	Little River WS-III-BW
Highway Corridor Overlay	No
Floodplain	No
Historical Use	Church

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact the Moore County Board of Commissioners makes the following Conclusions with respect to the requested conditional use:

1. The use will not materially endanger the public health or safety:
   - Schools, in general, are safe places and possess no risk to public health.
2. The use meets all required conditions and specifications:
   - The proposed use meets Unified Development Ordinance specific use regulations per Section 8.71.
3. The use will not substantially injure the value of adjoining property unless the use is a public necessity:
   - The possibility of injuring property values is not a concern, as proximity to schools usually positively affects property values.
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood:
   - The proposed school is located near two other schools - New Century Middle Schools and Union Pines High School, and will not significantly change the character of the neighborhood.
5. The use will be in general conformity with the approved Moore County Land Use Plan.
   - The proposed use is reflected in the goals of the Moore County Land Use Plan adopted in November 2013. Specifically, Recommendation 1.7: Support and promote local businesses; Action 1.8.8: Support and promote infill development that will optimize the use of existing infrastructure; Goal 3.1: Maximize accessibility among living, working, and shopping areas; and Recommendation 3.4: Encourage development in areas where the necessary infrastructure (roads, water, sewer, and schools) are available, planned or most cost-efficiently be provided and extended to serve development.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Conditional Use Permit request of Lee McKinney on behalf of New Covenant Fellowship Church is hereby GRANTED for the reasons stated above. The Conditional Use Permit shall expire two (2) years from the date of issuance unless the proposed development is pursued as set forth in the Moore County Unified Development Ordinance. Continued compliance with the original site plan and this permit issued by the Board shall entitle applicants to the continued use of the property.

A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such order shall be served by first-class mail to the applicants Lee McKinney and shall be served by first-class mail requested upon any person specifically requesting service of the same.

So ORDERED this the 18th day of September, 2018.

_____
Moore County Board of Commissioners
Catherine Graham, Chair

Attest: _____
Moore County Board of Commissioners
Laura Williams, Clerk to the Board

Agenda Item: V.H.
Meeting Date: Sept 18, 2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Bobby Lake, Property Management Director**

DATE: **September 18, 2018**

SUBJECT: **State of North Carolina Department of Public Safety Lease Agreement**

PRESENTER: **Bobby Lake**

REQUEST: To Approve the 2 year Lease Agreement between the County of Moore and the State of North Carolina. Probation & Parole moved into 4,910 square feet space located at 102 Monroe Street Courthouse (Court Facility).

BACKGROUND: Renew Lease Agreement for space in the Court Facility Level 0 & Level 2

IMPLEMENTATION PLAN: If approved, the County of Moore and the State of North Carolina Department of Public Safety (Probation & Parole) will execute the Lease Agreement.

FINANCIAL IMPACT STATEMENT: NO cost to the County of Moore

RECOMMENDATION SUMMARY: To Approve the 2 year Lease Agreement between the County of Moore and the State of North Carolina and have the Chairman to sign it.

SUPPORTING ATTACHMENTS: Lease agreement and Letter from the Department of Public Safety

North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

February 14, 2018

Wayne Vest
Moore County Manager
P. O. Box 905
Carthage, NC 28327

RE: County Provided Space in Carthage, Moore County, NC (Attached Lease)

Hi Mr. Vest:

Hope all is well! Our **DPS-Probation and Parole** staff occupies space at the location indicated in the attached lease request. The current lease will expire effective May 31, 2018. With respect to §Statute 15-209 and in effort to renew the request, please see "no cost" lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Manager at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,

Angela C. Conyers

Angela C. Conyers, Administrative Assistant II
Phone: 919-324-6228
Fax: 919-733-5188
Angela.Conyers@ncdps.gov
www.ncdps.gov

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA
MOORE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the_____day of _____, 2018, by and between **COUNTY of MOORE,** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town of Carthage, County of Moore**, North Carolina, more particularly described as follows:

Being +/- 4,910 net square feet of office space located at 102 Monroe Street, Carthage, Moore County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY(Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **two (2) Years** commencing on the **1st day of October, 2018** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of September, 2020**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.

C. All utilities except telephone.

D. Parking as available.

E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have right to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, and during such period of repair, if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of the Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rent is insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P.O. Box 905, Carthage, North Carolina 28327** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227.** Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DPS- Purchasing and Logistics

LESSOR:

By: _____ (SEAL)
Catherine Graham, Chair
Moore County

ATTEST:

_____
Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Catherine Graham,** personally came before me this day and acknowledged that she is the **Chair**, and that by authority and given as an act of **Moore County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

_____
Notary Public

My commission expires August 19, 2019

Agenda Item: V.I.
Meeting Date: Sept 18, 2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Bobby Lake, Property Management Director**

DATE: **September 18, 2018**

SUBJECT: **State of North Carolina Department of Public Safety Lease Agreement Letter**

PRESENTER: **Bobby Lake**

REQUEST: To renew the present Lease Agreement Letter for the first one-year renewal period between the County of Moore and the State of North Carolina Department of Public Safety Juvenile Justice

BACKGROUND: Renew Lease Agreement for space (1,958 square feet) in the Currie Facility Level 0

IMPLEMENTATION PLAN: If approved, the County of Moore and the State of North Carolina Department of Public Safety (Juvenile Justice) will execute the Lease Agreement.

FINANCIAL IMPACT STATEMENT: NO cost to the County of Moore

RECOMMENDATION SUMMARY: To Approve the One-Year Renewal Period Lease Agreement between the County of Moore and the State of North Carolina Department of Public Safety Juvenile Justice and have the County Manger to sign the Letter.

SUPPORTING ATTACHMENTS: Original Lease agreement and Letter to be signed from the Department of Public Safety Juvenile Justice

North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

August 21, 2018

Wayne Vest, County Manager
Moore County
P.O. Box 905
Carthage, NC 28327

RE: File #N/A - Lease Renewal Option#1-Moore County "No Cost" Lease Agreement for 1,958 net square feet of office space located at 105 West Saunders Street, Carthage, Moore County, NC

Dear Mr. Vest:

In accordance with paragraph 1 of the above referenced lease, the Department of Public Safety hereby exercises its right to renew the present lease for the first one-year renewal period, effective October 01, 2018 thru September 30, 2019. The existing terms and conditions in the above-referenced lease will remain the same. Please sign acknowledging the renewal period and return to me via email or fax 919-733-5188.

We appreciate your service and support to our agency.

Sincerely,

Ron Moore per Angela C. Cayson

Acknowledged by: _____ Date_____
Wayne Vest, County Manager

Ronald R. Moore
Real Estate Property Manager

RM/ac
cc: Emily Coltrane, Piedmont Area Administrator
Evelyn Austin, DPS-Accounting
File

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

An Equal Opportunity Employer

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA
MOORE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 29th day of November, 2017, by and between **COUNTY of MOORE,** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA,** hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town of Carthage, County of Moore,** North Carolina, more particularly described as follows:

Being +/- 1,958 net square feet of office space located at 105 West Saunders Street, Carthage, Moore County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY(Juvenile Justice)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one **(1) Year** commencing on the **1st day of October, 2017** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of September, 2018,** together with an option to renew this lease for two additional one (1) year terms upon further written agreement.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.

C. All utilities except telephone.

D. Parking as available.

E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have right to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, and during such period of repair, if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of the Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rent is insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P.O. Box 905, Carthage, North Carolina 28327** and the Lessee **at 3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227.** Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: Joanne Rowland (SEAL)
Joanne Rowland, Director
DPS- Purchasing and Logistics

LESSOR:

By: Catherine Graham (SEAL)
Catherine Graham, Chair
Moore County

ATTEST:
Laura McMillan
Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Moore

I, Laura M. Williams, a Notary Public in and for the County and State aforesaid, do hereby certify that **Catherine Graham,** personally came before me this day and acknowledged that she is the **Chair,** and that by authority and given as an act of **Moore County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 7 day of November, 2017.

Laura M. Williams
Notary Public

LAURA M. WILLIAMS NOTARY PUBLIC MOORE COUNTY, NC

My Commission Expires:

10/26/20

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 29th day of November, 2017.

WANDA B. HICKS
NOTARY PUBLIC
JOHNSTON COUNTY, NC
My Commission Expires 08/19/2019

Wanda B. Hicks
Notary Public

My commission expires August 19, 2019

Agenda Item: V.J.
Meeting Date: 09/18/2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Wayne Vest, County Manager**

DATE: **09/06/2018**

SUBJECT: **LRK#00030381, 3 DEERWOOD LANE, PINEHURST**

REQUEST:

Adopt a resolution authorizing the sale of County-owned property at 3 Deerwood Lane, Pinehurst.

BACKGROUND:

On August 21, 2018, the Board of Commissioners authorized the upset bid process for the sale of 3 Deerwood Lane, having received an offer to purchase the property for $235,000.00 from Mr. and Mrs. Daniel and Deborah Maher. The Clerk to the Board published a legal advertisement in The Pilot on August 26, 2018 with the bid period closing at 5:00pm on September 5, 2018, and no additional bids were received.

IMPLEMENTATION PLAN:

Sell the property to Mr. and Mrs. Daniel and Deborah Maher for $235,000.00.

RECOMMENDATION SUMMARY:

Make a motion to adopt a resolution accepting the offer from Mr. and Mrs. Daniel and Deborah Maher to purchase the property at 3 Deerwood Lane, Pinehurst for $235,000.00 and authorize the Chair to execute the deed transferring title to the purchaser.

Make a motion to authorize the County Manager to execute the purchase contract with buyers Mr. and Mrs. Daniel and Deborah Maher.

SUPPORTING ATTACHMENTS:
Resolution

RESOLUTION FOR ACCEPTANCE OF AN OFFER TO PURCHASE MOORE COUNTY PROPERTY

WHEREAS, Moore County received a bid from Mr. and Mrs. Daniel and Deborah Maher to purchase property identified by Moore County Parcel ID/LRK #00030381, PIN #856311664514, and Deed Book 4918 at Page 427 for the sum of $235,000.00; and

WHEREAS, the Board of Commissioners declared the property surplus and authorized the Clerk to conduct an upset bid pursuant to NCGS 160A-269 on August 21, 2018; and

WHEREAS, a legal advertisement was published in The Pilot newspaper on August 26, 2018 and no upset bids were received.

NOW THEREFORE, BE IT RESOLVED by the Moore County Board of Commissioners that the offer from Mr. and Mrs. Daniel and Deborah Maher be accepted under the terms and conditions as set forth in the Advertisement for Sale of the Property and that the Chair of the Board of Commissioners is authorized to execute the deed transferring title to the purchaser.

FURTHER, BE IT RESOLVED, that the County Manager is authorized to execute the purchase contract with buyers Mr. and Mrs. Daniel and Deborah Maher.

This the 18th day of September 2018.

_____
Catherine Graham, Chair

ATTEST:

_____
Laura M. Williams, Clerk to the Board

Agenda Item: V.K.
Meeting Date: 09/18/2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Caroline L. Xiong, Chief Finance Director**

DATE: **September 10, 2018**

SUBJECT: **Local Educational Bonds - 2018 Bond Referendum – Revision 2**

PRESENTERS: **Caroline L. Xiong**

REQUEST:

Approve the Local Educational Bonds - 2018 Bond Referendum Capital Project Ordinance – Revision 2

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 2 as presented.

SUPPORTING ATTACHMENTS:

Project Ordinance – Revision 2

County of Moore
Local Educational Bonds – 2018 Bond Referendum (Fund 482)
Project Ordinance – Revision #2

Journal 30288

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
Total	**$ 1,770,000**	$ -	**$ 1,770,000**

New Pinehurst Elementary School:

	Budget	Incr./Decr.	Revised Budget
Architect	$ 2,453,000	$ -	$ 2,453,000
Total	**$ 2,453,000**	**$ -**	**$ 2,453,000**

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	$ -	$ 184,042	$ 184,042
2018 Aberdeen GO BD Prem	$ -	$ 2,472,281	$ 2,472,281
Total	**$ -**	**$ 33,472,281**	**$ 33,472,281**

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	$ 1,770,000	$ -	$ 1,770,000
Total	**$ 1,770,000**	**$ -**	**$ 1,770,000**

New Pinehurst Elementary School:

	Budget	Incr./Decr.	Revised Budget
Transfer from Capital Res for Govt Project	$ 2,453,000	$ -	$ 2,453,000
Total	**$ 2,453,000**	**$ -**	**$ 2,453,000**

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**

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 18th day of September 2018.

_____
Catherine Graham, Chairman
Moore County Board of Commissioners

_____
Laura M. Williams
Clerk to the Board

Agenda Item: VI.A.
Meeting Date: 9/18/2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator

DATE: September 10, 2018

SUBJECT: Schedule of Values for the 2019 Revaluation

PRESENTER: Gary E. Briggs

AGENDA PLACEMENT: New Business

REQUEST:

In accordance with North Carolina General Statute 105-317, the Schedule of Values for the 2019 Revaluation should be submitted to the Board of Commissioners for review, consideration, and adoption.

BACKGROUND:

The 2019 Schedule of Values must be adopted using the attached Calendar of Events. All parcels in the county will be valued for the 2019 Revaluation in accordance with the procedures outlined in the 2019 Schedule of Values.

IMPLEMENTATION PLAN:

See attached Calendar of Events.

FINANCIAL IMPACT STATEMENT:

The 2019 Revaluation will affect all parcels located within the county boundaries. The assessment for taxation purposes shall be determined as of January 1, 2019 using the proposed 2019 Schedule of Values.

RECOMMENDATION SUMMARY:

In accordance with North Carolina General Statute 105-317, receive for consideration of adoption at a later meeting the proposed 2019 Schedule of Values, and make a motion to call a public hearing regarding the same on October 2, 2018 at 5:30 p.m.

SUPPORTING ATTACHMENTS:

Calendar of Events
North Carolina General Statute 105-317

County of Moore
—North Carolina—

2019 Schedule of Values Revaluation / Timeline

September 18, 2018

REVALUATION

- A REVALUATION IS A PROCESS OF APPRAISING ALL REAL PROPERTY FOR TAXATION PURPOSES AT 100% MARKET VALUE. G.S 105-283
- EACH COUNTY IN NORTH CAROLINA IS REQUIRED TO PERFORM A REVALUATION AT LEAST EVERY EIGHT YEARS. GS 105-286
- MOORE COUNTY IS ON A FOUR YEAR REVALUATION CYCLE BY RESOLUTION.
- THE NEXT REVALUATION WILL BECOME EFFECTIVE JANUARY 1, 2019

MOORE COUNTY FACTS

- 71,400+ PLUS PARCELS
- OVER 600 NEIGHBORHOODS
- 36,800+ RESIDENTIAL IMPROVED PARCELS
- OVER 3,000 COMMERCIAL PARCELS

SCHEDULE OF VALUES

- The Schedule of Values (SOV) is an outline of the methodology and procedures used for appraising all real property values at the time of a general reappraisal.

- The SOV establishes base rates and ranges which will be in effect until the next general reappraisal and includes adjustments that may be used for various types of construction and market conditions, as well as, guidelines for land valuation.

SCHEDULE OF VALUES

- The tables, rates, and ranges found in the Schedule of Values are only guidelines; on a property-by-property basis, appraisers have the flexibility to adjust rates in order to appraise individual properties at market value, and to establish equitable and uniform values for all types of property.
- General Reappraisals are conducted by applying Mass Appraisal techniques, with thorough analysis from appraisal staff and the use of a computer-assisted mass appraisal (CAMA) software system. The sales comparison, cost approach, and income approach to value are all considered when applicable to appraise all real property.

Schedule Of Values : Timeline.

September 18, 2018	Present Schedule Of Values to the Board Of Commissioners and file a copy in the Assessor's Office.
September 19, 2018	Advertise in the newspaper that the Schedule Of Values are open for public inspection in the Office of the Tax Administrator and a public hearing will be held on October 2, 2018.

Schedule Of Values : Timeline.

• October 2, 2018	Public Hearing on Schedule Of Values to be held during the regularly scheduled BOC meeting.
• November 6, 2018	Board of Commissioners will consider adopting the Schedule Of Values.

Schedule Of Values : Timeline.

November 7, 2018	First date to advertise that Schedule of Values have been adopted by the Board Of Commissioners.
November 14, 2018	Second date to advertise notice.
November 21, 2018	Third date to advertise notice.
November 27, 2018	Fourth date to advertise notice

Note: Anyone wishing to appeal the SOV's to the Property Tax Commission must do so in writing by December 6th, 2018.

REVALUATION TIMELINE

- Final reviews, edits and values will be completed in January 2019.
- Change of Value Notices will be mailed to all property owners in February 2019
- Informal appeal process will begin once the Change of Value Notices are mailed.
- Formal appeals process will begin in April 2019 and be completed by end of May 2019.
- July 2019 bills will be generated and mailed.

FOR MORE INFORMATION

VISIT OUR REVALUATION WEB PAGE AT THE FOLLOWING ADDRESS:

WWW.MOORECOUNTYNC.GOV

Customer Service: 910-947-2255

QUESTIONS?

THANK YOU FOR YOUR TIME.

Article 19.

Administration of Real and Personal Property Appraisal.

§ 105-317. Appraisal of real property; adoption of schedules, standards, and rules.

(a) Whenever any real property is appraised it shall be the duty of the persons making appraisals:

(1) In determining the true value of land, to consider as to each tract, parcel, or lot separately listed at least its advantages and disadvantages as to location; zoning; quality of soil; waterpower; water privileges; dedication as a nature preserve; conservation or preservation agreements; mineral, quarry, or other valuable deposits; fertility; adaptability for agricultural, timber-producing, commercial, industrial, or other uses; past income; probable future income; and any other factors that may affect its value except growing crops of a seasonal or annual nature.

(2) In determining the true value of a building or other improvement, to consider at least its location; type of construction; age; replacement cost; cost; adaptability for residence, commercial, industrial, or other uses; past income; probable future income; and any other factors that may affect its value.

(3) To appraise partially completed buildings in accordance with the degree of completion on January 1.

(b) In preparation for each revaluation of real property required by G.S. 105-286, it shall be the duty of the assessor to see that:

(1) Uniform schedules of values, standards, and rules to be used in appraising real property at its true value and at its present-use value are prepared and are sufficiently detailed to enable those making appraisals to adhere to them in appraising real property.

(2) Repealed by Session Laws 1981, c. 678, s. 1.

(3) A separate property record be prepared for each tract, parcel, lot, or group of contiguous lots, which record shall show the information required for compliance with the provisions of G.S. 105-309 insofar as they deal with real property, as well as that required by this section. (The purpose of this subdivision is to require that individual property records be maintained in sufficient detail to enable property owners to ascertain the method, rules, and standards of value by which property is appraised.)

(4) The property characteristics considered in appraising each lot, parcel, tract, building, structure and improvement, in accordance with the schedules of values, standards, and rules, be accurately recorded on the appropriate property record.

(5) Upon the request of the owner, the board of equalization and review, or the board of county commissioners, any particular lot, parcel, tract, building, structure or improvement be actually visited and observed to verify the accuracy of property characteristics on record for that property.

(6) Each lot, parcel, tract, building, structure and improvement be separately appraised by a competent appraiser, either one appointed under the provisions of G.S. 105-296 or one employed under the provisions of G.S. 105-299.

(7) Notice is given in writing to the owner that he is entitled to have an actual visitation and observation of his property to verify the accuracy of property characteristics on record for that property.

(c) The values, standards, and rules required by subdivision (b)(1) shall be reviewed and approved by the board of county commissioners before January 1 of the year they are applied. The

board of county commissioners may approve the schedules of values, standards, and rules to be used in appraising real property at its true value and at its present-use value either separately or simultaneously. Notice of the receipt and adoption by the board of county commissioners of either or both the true value and present-use value schedules, standards, and rules, and notice of a property owner's right to comment on and contest the schedules, standards, and rules shall be given as follows:

(1) The assessor shall submit the proposed schedules, standards, and rules to the board of county commissioners not less than 21 days before the meeting at which they will be considered by the board. On the same day that they are submitted to the board for its consideration, the assessor shall file a copy of the proposed schedules, standards, and rules in his office where they shall remain available for public inspection.

(2) Upon receipt of the proposed schedules, standards, and rules, the board of commissioners shall publish a statement in a newspaper having general circulation in the county stating:

a. That the proposed schedules, standards, and rules to be used in appraising real property in the county have been submitted to the board of county commissioners and are available for public inspection in the assessor's office; and

b. The time and place of a public hearing on the proposed schedules, standards, and rules that shall be held by the board of county commissioners at least seven days before adopting the final schedules, standards, and rules.

(3) When the board of county commissioners approves the final schedules, standards, and rules, it shall issue an order adopting them. Notice of this order shall be published once a week for four successive weeks in a newspaper having general circulation in the county, with the last publication being not less than seven days before the last day for challenging the validity of the schedules, standards, and rules by appeal to the Property Tax Commission. The notice shall state:

a. That the schedules, standards, and rules to be used in the next scheduled reappraisal of real property in the county have been adopted and are open to examination in the office of the assessor; and

b. That a property owner who asserts that the schedules, standards, and rules are invalid may except to the order and appeal therefrom to the Property Tax Commission within 30 days of the date when the notice of the order adopting the schedules, standards, and rules was first published.

(d) Before the board of county commissioners adopts the schedules of values, standards, and rules, the assessor may collect data needed to apply the schedules, standards, and rules to each parcel in the county. (1939, c. 310, s. 501; 1959, c. 704, s. 4; 1967, c. 944; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 695, s. 5; 1981, c. 224; c. 678, s. 1; 1985, c. 216, s. 2; c. 628, s. 4; 1987, c. 45, s. 1; c. 295, s. 1; 1997-226, s. 5.)

Agenda Item: VIII.A.
Meeting Date: 09/18/18

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Caroline Xiong**

DATE: **September 12, 2018**

SUBJECT: **Womble Bond Dickinson – Engagement Letter**

REQUEST:

Request the Moore County Board of Commissioners approval for an engagement letter with Womble Bond Dickinson for bond counsel services in an amount not to exceed $75,000.

BACKGROUND:

The County of Moore contracted with Womble Bond Dickinson to provide the County with bond counsel services as required by the County for the $31,000,000 General Obligation School Bonds, Series 2018. On August 21, 2018, the County sold the General Obligation School Bonds, Series 2018 to Citigroup Global Markets, Inc. with a TIC (True Interest Cost) of 2.944296%. On September 11, 2018, the County closed on the bonds.

IMPLEMENTATION PLAN:

Once engagement letter is executed, then staff will take appropriate action with Womble Bond Dickinson.

FINANCIAL IMPACT STATEMENT:

Funds are budgeted for the closing costs for the Aberdeen Elementary School with the General Obligation School Bonds, Series 2018.

RECOMMENDATION SUMMARY:

Make a motion to approve the engagement letter with Womble Bond Dickinson for bond counsel services in an amount not to exceed $75,000.

SUPPORTING ATTACHMENTS:

Engagement Letter with Womble Bond Dickinson

WOMBLE BOND DICKINSON

G. Thomas Lee
Partner
Direct Dial: 919-755-2139
Direct Fax: 919-755-6074
E-mail:Tom.Lee@wbd-us.com

Womble Bond Dickinson (US) LLP

555 Fayetteville Street
Suite 1100
Raleigh, NC 27601

t: 919.755.2100
f: 919.755.2150

August 29, 2018

VIA E-MAIL

Moore County
1 Courthouse Square
P.O. Box 905
Carthage, North Carolina 28327
Attn.: Wayne Vest
County Manager

Re: $103,000,000 General Obligation School Bonds and $20,000,000 General Obligation Community College Bonds of the County of Moore, North Carolina

Ladies and Gentlemen:

We are pleased to be serving as bond counsel to the County of Moore, North Carolina (the "County") in connection with the authorization and issuance by the County of the above-referenced bonds (the "Bonds"). The Bonds were approved by the voters of the County in the bond referendum conducted May 8, 2018, and the County is proceeding to issue $31,000,000 of the School Bonds in September 2018. We wish to set forth in this letter our understanding of the terms of this engagement and the terms of future engagements for which we are retained by the County.

ROLE OF BOND COUNSEL

Bond counsel is engaged as a recognized independent legal expert whose primary responsibility is to render an objective legal opinion with respect to the due authorization, issuance, validity and tax-exempt status of Bonds. We will provide all services customarily rendered by bond counsel in connection with the authorization, sale and issuance of the Bonds,

Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see www.womblebonddickinson.com/legal notices for further details.

including (a) preparation of the various proceedings, notices, certificates and other legal documentation of the County and various other governmental authorities, (b) preparation of the various financing documents under which the Bonds will be issued and the proceeds of the Bonds will be applied, (c) rendering legal advice as to the tax consequences of the financing, (d) assist the County, the County's Financial Advisor and the Local Government Commission in the preparation of the Official Statement and other documents to be used in connection with the public sale of the Bonds, and (e) advising the County in structuring the Bond issue and expending the proceeds thereof in order for the Bonds to comply with the applicable federal tax laws.

LEGAL OPINION

In connection with the issuance of the Bonds, subject to our satisfactory review of all proceedings and other documentation, we will render an approving legal opinion relating to the validity and tax-exempt status of Bonds.

The opinion will be signed and delivered by us in written form on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of that date. In rendering our approving legal opinion, we will rely upon certified copies of proceedings and certificates of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. The opinion will contain certain qualifications and assumptions that are customary for opinions of bond counsel delivered in North Carolina bond transactions. Upon delivery of our opinion with respect to a specific issue of the Bonds, our responsibilities as bond counsel will be concluded with respect to that issue of Bonds. The County may, of course, consult with us as the County believe necessary or appropriate for advice on specific questions regarding compliance with the federal tax laws.

In performing our services as bond counsel, our client will be the County, and we will represent the County's interests. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the County does not alter our responsibility to render an objective legal opinion as bond counsel.

CONFLICTS OF INTEREST

Our firm represents a number of financial institutions in connection with their activities. It is possible that the financial institution that is the successful bidder for the Bonds in the public sale thereof and therefore the underwriter of the Bonds may be or become a client of our firm in an unrelated transaction. Because of our representation of the County in this transaction and our possible simultaneous representation of the underwriter in other unrelated matters, we hereby request that the County waive any conflict of interest that might arise on account of our representation of the County in connection with the financing, and the simultaneous representation in unrelated transactions of the selected financial institution. We agree that the

County's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the County, we have obtained proprietary or other confidential information of a non-public nature, that, if known to the financial institution, could be used in any such other matter by such client to the County's material disadvantage.

INTERNAL ADVICE AND PRIVILEGE

Womble Bond Dickinson (US) LLP is a multi-jurisdictional law firm representing many clients and handling a large number of complex matters each year. As a result, conflict of interest issues arise and, from time to time, may even include disputes between the firm and our own clients over the handling of a matter. Under such circumstances, we need the ability to seek expert analysis of our obligations from our firm personnel assigned to such matters (General Counsel's office) or outside counsel without waiving any attorney client privilege. We believe that seeking expert advice is in our clients' interest as well as our own. Accordingly, in accepting the terms of our engagement, the County consents to our seeking advice from our General Counsel's office or outside counsel of our choosing on legal ethics or related issues that may arise during our representation of the County and that our representation of the County shall not, thereby, waive any attorney-client privilege that Womble Bond Dickinson (US) LLP may have to protect the confidentiality of our communications with counsel.

FEES AND CHARGES

In connection with our representation of the County as bond counsel on in connection with the authorization of the Bonds and the issuance of the School Bonds in September 2018, we propose a fee of $75,000. The fee would cover the fee for this specific bond issue and all of the services provided in connection with the issuance of the Bonds beginning in 2016.

As additional Bonds that were authorized in the May referendum are issued, we will work with the County to reach a fee arrangement that satisfies both parties and we are confident that we will do so.

The fee proposed for the September 11 issue covers both our fee for services and out-of-pocket expenses such as copying, transcript preparation, express delivery services and mileage. If we propose to charge for disbursements outside the fee arrangement in the future, we will discuss this with you at the time. All of these legal fees and disbursements may be paid from bond proceeds and we expect that the County would pay them from that source.

COMPLETION OF SERVICES

At the conclusion of our work for the County on this matter, we will return to the County, upon its request, any materials the County has furnished us in connection with it. Thereupon, we will store files respecting this matter for a minimum of six (6) years following the conclusion of

our representation of the County in this matter, and we will provide the County with access to those files upon request. After six years from the conclusion of our representation in this matter, we will review the stored files with respect to whether they should be retained or destroyed. We disclaim any obligation to provide further notice to the County before destroying the files concerning this matter at any time after six years from the conclusion of our representation of the County in this matter.

LEGAL SUPPORT SERVICE PROVIDERS

In an effort to continue delivering cost effective services, WBD (US) uses legal support service providers located both inside and outside the U.S. to assist with help desk and technology issues, word processing, time entry, photocopying and other administrative tasks. In order for these service providers to complete these tasks, we must share certain client information. WBD (US) has made reasonable efforts to ensure that these services are performed in a manner that is consistent with our firm's obligations under the relevant Rules of Professional Conduct with regards to maintaining client confidentiality and supervision of non-lawyer assistants, and the firm bears responsibility for the resulting work product. As part of the engagement with the firm, the County agree and consent to the use of the services of these providers in the manner stated above.

CLOSING

We wish to express our sincere appreciation to the County for entrusting this matter to us. If the County has any questions regarding the terms of our engagement, please do not hesitate to give me a call. Otherwise, we would appreciate it if you would execute this letter as indicated below and email a signed copy to us for our files. You may also indicate the County's acceptance of our proposed terms of engagement by having an appropriate County representative send an e-mail to me to that effect.

We look forward to working with the County on this financing.

Very truly yours,

WOMBLE BOND DICKINSON (US) LLP

Tom Lee

G. Thomas Lee

ACCEPTED AND AGREED TO:

COUNTY OF MOORE, NORTH CAROLINA

By:_____
Name:_____
Title:_____

cc. Misty Leland, Esq.
Caroline Xiong

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

Caroline Y. Xiong
Finance Officer

Agenda Item: VIII.B.
Meeting Date: 9/18/18

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Public Works / Solid Waste**

DATE: **9/10/18**

SUBJECT: **Contract for Landfill Gas Trench Installation**

PRESENTER: **Chad Beane – Solid Waste & Recycling Division Mgr.**

REQUEST: Contract with Contaminant Control, Inc., to construct and install an onsite cut-off trench to serve as a landfill gas and groundwater remedy at the closed Moore County Landfill located at 456 Turning Leaf Way in Aberdeen, NC with an amount not to exceed $99,590.00.

BACKGROUND: Moore County has been working diligently with NC DEQ to address some concerns with potential landfill gas migration from the closed Moore County MSW Landfill located at 456 Turning Leaf Way in Aberdeen. After several meetings with NC DEQ, a Landfill Gas Remediation Plan was submitted to NC DEQ on January 31, 2018, and approved by NC DEQ on February 13, 2018. The plan outlined an approach to install a cut-off trench along the northern property line near areas of relatively high gas recordings/readings as established by data collected from Moore County's engineering consultants. Moore County followed the proper procurement process and received formal bids on July 24, 2018. Bid tabulation is included.

IMPLEMENTATION PLAN:
Approve the contract with Contaminant Control, Inc. and approve the Chair to sign all necessary documents.

FINANCIAL IMPACT STATEMENT: Funding for the construction of this trench as part of the landfill gas and groundwater remediation plan required by NC DEQ is included in the Contract Services line item in the FY 2018-19 Budget.

RECOMMENDATION SUMMARY:
Make a motion to approve the contract with Contaminant Control, Inc. to construct and install a cutoff trench at the Moore County Landfill and authorize the Chair to sign all necessary documents.

SUPPORTING ATTACHMENTS:
Bid Tabulation
Contract

INFORMAL BID 2019-01
LANDFILL GAS CUT-OFF TRENCH
JULY 24, 2018

FIRM	TOTAL COST
Contaminant Control Inc.	$99,590.00
Advance One Development LLC	$121,000.00

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the ____ day of September, 2018, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Contaminant Control, Inc., an entity incorporated under the laws of the State of North Carolina (the "Contractor").

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials required to install an on-site gas cut-off trench at 456 Turning Leaf Way in Aberdeen, North Carolina (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachments 1 through 3. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 through 3. Attachments 1 through 3 are incorporated by reference into this Contract.

2. Term of Contract

The term of this Contract is from September 4, 2018 through October 31, 2018.

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

3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **$99,590.00** as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County once all Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

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

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

5. Insurance

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

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

General Liability	$2,000,000.00
Automobile Liability	$2,000,000.00
Umbrella Coverage	$5,000,000.00

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

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

6. Indemnification

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

7. Health and Safety

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

8. E-Verify

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

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. 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.

11. Governing Law

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

12. Termination of Agreement

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

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

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

13. Successors and Assigns

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

14. Compliance with Laws

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

15. Notices

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

COUNTY OF MOORE:	MOORE COUNTY PUBLIC WORKS ATTN: RANDY GOULD, P.E., DIRECTOR P.O. BOX 1927 CARTHAGE, NC 28327
CONTRACTOR:	CONTAMINANT CONTROL, INC. ATTN: KEITH BURCH 281 LANE PARKWAY SALISBURY, NC 28146

16. Audit Rights

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

17. County Not Responsible for Expenses

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

18. Equipment

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

19. Priority of Documents

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

20. Severability

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

21. 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.

22. Entire Agreement

This Contract and Attachments 1 through 3 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

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

_____
Catherine Graham, Chair
Moore County Board of Commissioners

CONTRACTOR

_____
Keith Burch
Vice President

ATTEST:

_____
Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

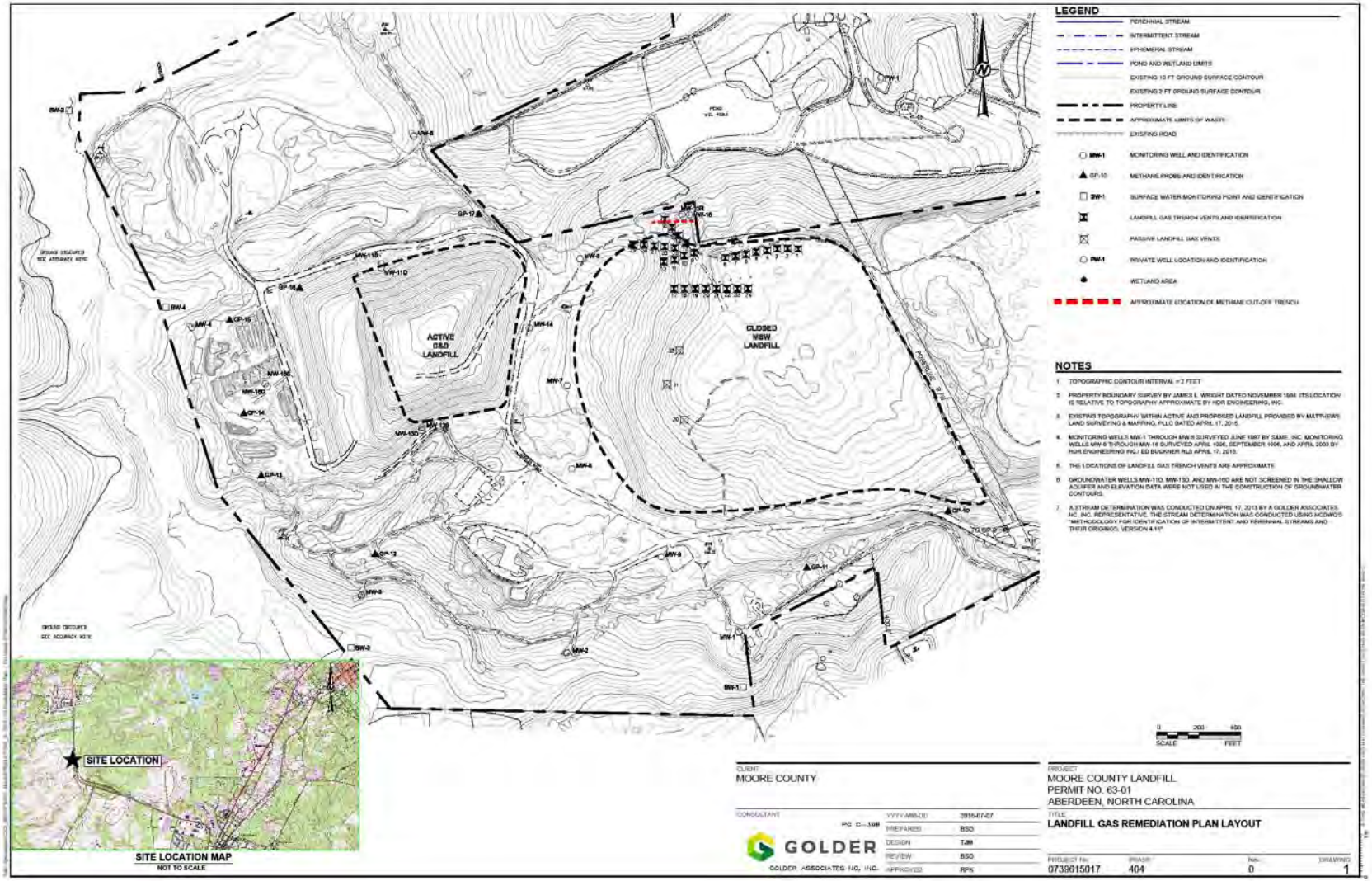
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Finance Officer

SCOPE OF SERVICES

A. The Contractor will provide all labor, materials, and equipment necessary to install an on-site cut-off trench to serve as a landfill gas and groundwater remedy in the area of groundwater monitoring well MW-15 and the property line at the closed Moore County landfill located at 456 Turning Leaf Way in Aberdeen, North Carolina.

B. The Contractor shall construct and install the cut-off trench in accordance with the specifications listed below.
   1) The trench shall be installed at a depth of approximately twenty (20) to thirty (30) feet, the estimated depth of the groundwater table. (See Attachment 2.)
   2) The trench shall be approximately two hundred (200) feet long and approximately two (2) feet wide.
   3) The side of the excavation shall be lined with a plastic liner followed by a non-woven geotextile to provide an impervious barrier for landfill gas. (See Attachment 3.)
   4) The trench shall be backfilled with No. 57 stone to a depth of four (4) feet once that liner and geotextile have been installed.
   5) A perforated high-density polyethylene (HDPE) or linear low-density polyethylene (LLDPE) pipe shall be placed inside the trench.
   6) A minimum of two (2) riser pipes shall be constructed to vent landfill gas from the gravel backfill.
   7) Gravel, to a depth of two (2) feet below ground surface, shall be added to the trench once the polyethylene and risers pipes reference above have been placed.
   8) Soil backfill shall be used to cap the trench once the gravel layer has been completed.
   9) The vent riser pipes shall be completed with wind-driven turbine vent caps once the trench has been capped with soil backfill.


LEGEND
PERENNIAL STREAM
INTERMITTENT STREAM
EPHEMERAL STREAM
POND AND WETLAND LIMITS
EXISTING 10 FT GROUND SURFACE CONTOUR
EXISTING 2 FT GROUND SURFACE CONTOUR
PROPERTY LINE
APPROXIMATE LIMITS OF WASTE
EXISTING ROAD
MW-1 MONITORING WELL AND IDENTIFICATION
GP-10 METHANE PROBE AND IDENTIFICATION
SW-1 SURFACE WATER MONITORING POINT AND IDENTIFICATION
LANDFILL GAS TRENCH VENTS AND IDENTIFICATION
PASSIVE LANDFILL GAS VENTS
PW-1 PRIVATE WELL LOCATION AND IDENTIFICATION
WETLAND AREA
APPROXIMATE LOCATION OF METHANE CUT-OFF TRENCH
NOTES
1. TOPOGRAPHIC CONTOUR INTERVAL = 2 FEET
2. PROPERTY BOUNDARY SURVEY BY JAMES L. WRIGHT DATED NOVEMBER 1984. ITS LOCATION IS RELATIVE TO TOPOGRAPHY APPROXIMATE BY HDR ENGINEERING, INC.
3. EXISTING TOPOGRAPHY WITHIN ACTIVE AND PROPOSED LANDFILL PROVIDED BY MATTHEWS LAND SURVEYING & MAPPING, PLLC DATED APRIL 17, 2015.
4. MONITORING WELLS MW-1 THROUGH MW-8 SURVEYED JUNE 1987 BY SAME, INC. MONITORING WELLS MW-9 THROUGH MW-16 SURVEYED APRIL 1995, SEPTEMBER 1996, AND APRIL 2003 BY HDR ENGINEERING INC.(ED BUCKNER RLS APRIL 17, 2015.
5. THE LOCATIONS OF LANDFILL GAS TRENCH VENTS ARE APPROXIMATE
6. GROUNDWATER WELLS MW-11D, MW-13D, AND MW-15D ARE NOT SCREENED IN THE SHALLOW AQUIFER AND ELEVATION DATA WERE NOT USED IN THE CONSTRUCTION OF GROUNDWATER CONTOURS.
7. A STREAM DETERMINATION WAS CONDUCTED ON APRIL 17, 2013 BY A GOLDER ASSOCIATES, INC. INC. REPRESENTATIVE. THE STREAM DETERMINATION WAS CONDUCTED USING NCDWQ'S "METHODOLOGY FOR IDENTIFICATION OF INTERMITTENT AND PERENNIAL STREAMS AND THEIR ORIGINS, VERSION 4.11".
ACTIVE C&D LANDFILL
CLOSED MSW LANDFILL
SITE LOCATION
SITE LOCATION MAP
NOT TO SCALE
SCALE FEET
CLIENT
MOORE COUNTY
CONSULTANT
GOLDER
GOLDER ASSOCIATES INC. INC.
PREPARED BSD
DESIGN TJM
REVIEW BSD
APPROVED RPK
PROJECT
MOORE COUNTY LANDFILL
PERMIT NO. 63-01
ABERDEEN, NORTH CAROLINA
TITLE
LANDFILL GAS REMEDIATION PLAN LAYOUT
PROJECT No. 0739615017
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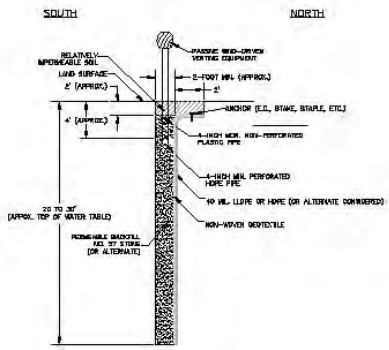
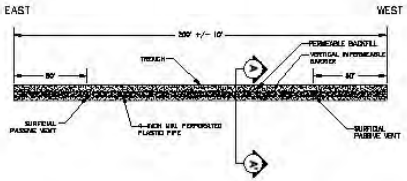


PROPOSED TRENCH AND VENT SYSTEM CROSS SETION A-A'

NOT TO SCALE

SPECIFICATIONS SUMMARY:

1. TRENCH SIZE: 200 ft. L x 2 ft. W x 20 to 30 ft. D
2. PERMEABLE BACKFILL: #57 STONE
3. PIPING: 4-INCH MIN. DIAMETER LLDPE OR HDPE PERFORATED PIPE (FOR LATERAL)
4. PIPING: 4-INCH MIN. DIAMETER HDPE PIPE (FOR VENT RISERS)
5. RELATIVELY IMPERMEABLE CAP: SELECT SITE SOIL (UPPER 2 FEET)
6. IMPERMEABLE VERTICAL BARRIER: 40 MIL HDPE OR LLDPE OR GREATER LINER



PROPOSED LANDFILL GAS REMEDIATION TRENCH DETAIL

NOT TO SCALE

NOTES:

1. NEAR-SURFACE HORIZONTAL EXTENSION OF PLASTIC BARRIER AND SURFICIAL SOIL CAP OMITTED FOR CLARITY.

CLIENT: MOORE COUNTY

PROJECT: MOORE COUNTY CLOSED MSW LANDFILL PERMIT # 63-01

CONSULTANT: PG C-249

YYYY-MM-DD: 2018-01-29
DESIGNED: BSO
PREPARED: BSO
REVIEWED: DYR
APPROVED: RPK

GOLDER
GOLDER ASSOCIATES INC. INC.

TITLE: TYPICAL LANDFILL GAS TRENCH DETAILS

PROJECT NO.	PHASE	REV.	DRAWING
0739615017	404	0	1

Agenda Item: VIII. C.
Meeting Date: **09/18/18**

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Randy Gould, Public Works Director**

DATE: **September 6, 2018**

SUBJECT: **Pump Station SP-4 Force Main Replacement Emergency Repair**

PRESENTER: **Randy Gould, PE**

REQUEST:
Award a contract to Columbus Utilities, Inc. in the amount of $335,920.00 for the Pump Station SP4 force main repair along Midland Road and authorize the Chairman to sign.

BACKGROUND:
A hole on the shoulder of Midland Road was observed in front of the Knollwood Country Club. It was discovered to be caused by the deterioration of the top of the 18" sewage force main pipe. The force main receives in excess of 1 million gallons of wastewater per day including the flow from Vass, Carthage and a large portion of Southern Pines. The failed pipe is in a section of force main that flows by gravity, therefore there has been no sewage spill to date which could endanger surface waters. The biggest short term concern is should further deterioration occur, the structural integrity of Midland Road could be compromised as well as the large volume of sewage.

Quotes were requested from three (3) Contractors, with two bid submittals. Columbus Utilities, Inc. was the low bidder for the selected alternative at $335,920.00.

IMPLEMENTATION PLAN:
If approved, execute contract and proceed with project.

FINANCIAL IMPACT STATEMENT:
A budget transfer is being made to transfer money from the general ledger account which was budgeted for Paving. The project funds for Paving will be allocated from retained earnings at a future date.

RECOMMENDATION SUMMARY:
Make a motion to award a contract to Columbus Utilities, Inc. in the amount of $335,920.00 for the Pump Station SP4 force main repair and authorize the Chairman to sign.

Make a motion to allow the County Manager or his designee to approve change orders up to $20,000 each with approval from the County Attorney's office.

SUPPORTING ATTACHMENTS:
Contract for Services
Bid Tab

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STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 18th day of September, 2018, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Columbus Utilities, Inc., an entity incorporated under the laws of the State of North Carolina (the "Contractor").

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials required to repair the lift station SP4 force water main on Midland Road in Pinehurst, North Carolina (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachments 1 through 3. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 through 3. Attachments 1 through 3 are incorporated by reference into this Contract.

2. Term of Contract

The term of this Contract is from September 6, 2018 through October 31, 2018.

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

3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **$335,920.00** as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County once all Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

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

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

5. Insurance

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

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

General Liability	$2,000,000.00
Automobile Liability	$2,000,000.00
Umbrella Coverage	$5,000,000.00

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

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

6. Indemnification

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

7. Health and Safety

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

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8. E-Verify

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

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. 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.

11. Governing Law

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

12. Termination of Agreement

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

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

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

13. Successors and Assigns

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

14. Compliance with Laws

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

15. Notices

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

COUNTY OF MOORE:	MOORE COUNTY PUBLIC WORKS ATTN: RANDY GOULD, P.E., DIRECTOR P.O. BOX 1927 CARTHAGE, NC 28327
CONTRACTOR:	COLUMBUS UTILITIES, INC. ATTN: TONY STRICKLAND, PRESIDENT 6215 HINSONS CROSSROADS FAIR BLUFF, NC 28439

16. Audit Rights

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

17. County Not Responsible for Expenses

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

18. Equipment

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

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19. Priority of Documents

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

20. Severability

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

21. 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.

22. Entire Agreement

This Contract and Attachments 1 through 3 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

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.

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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

_____
Catherine Graham, Chair
Moore County Board of Commissioners

CONTRACTOR

_____
Tony Strickland
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

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SCOPE OF SERVICES

A. The Contractor will provide all labor, materials, and equipment necessary to repair the lift station SP4 18-inch (18") force main on Midland Road, near the intersection with Pee Dee Road, in Southern Pines, North Carolina. **The Contractor acknowledges this is an EMERGENCY REPAIR and TIME IS OF THE ESSENCE.**

B. The Contractor shall repair the force main in accordance with the specifications listed below.
   1) Install two (2) 18-inch (18") line stops at the intersection of Midland Road and Pee Dee Road to stop the flow so that it will possible to install an 18-inch by 12-inch (18" x 12") tapping sleeve with a 12-inch (12") gate valve on the existing 18-inch (18") force main
   2) Install a 12-inch (12") HDPE by-pass line to the downstream manhole from the discharge manhole so that the existing 18-inch (18") force main can remain operational during the repair
   3) Install 1,000 linear feet of 20-inch (20") C900 PVC force main to replace the deteriorated force main from the Midland Road and Pee Dee Road intersection to the discharge manhole (see map in Attachment 2)

C. The Contractor shall provide all extra equipment and materials required for completion of the repair listed in Attachment 3.

D. The Contractor shall charge $1,500 per day for each valve insert rental required for completion of the repair.

E. The Contractor shall not be responsible for any of the following:
   1) Traffic control;
   2) Sod, landscaping, or clearing; or
   3) Relocation of utilities.

F. An additional by-pass (if required) will be an additional charge.

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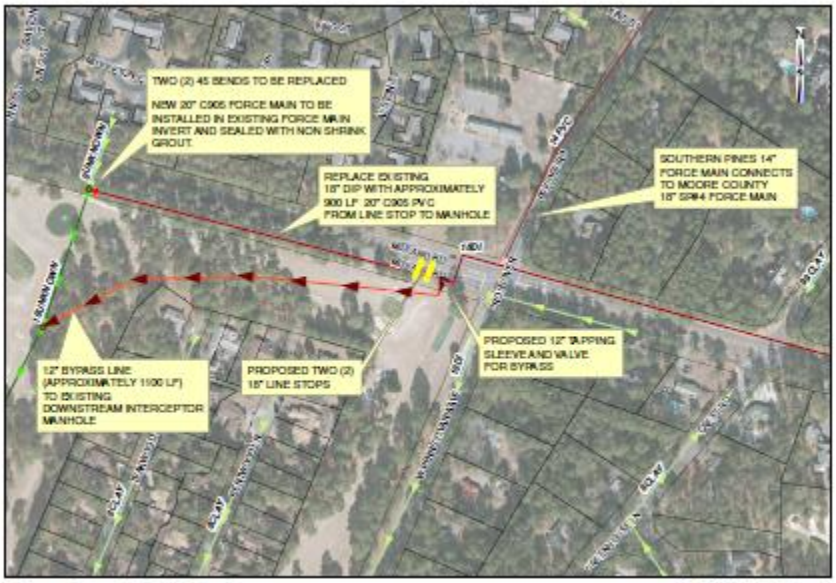
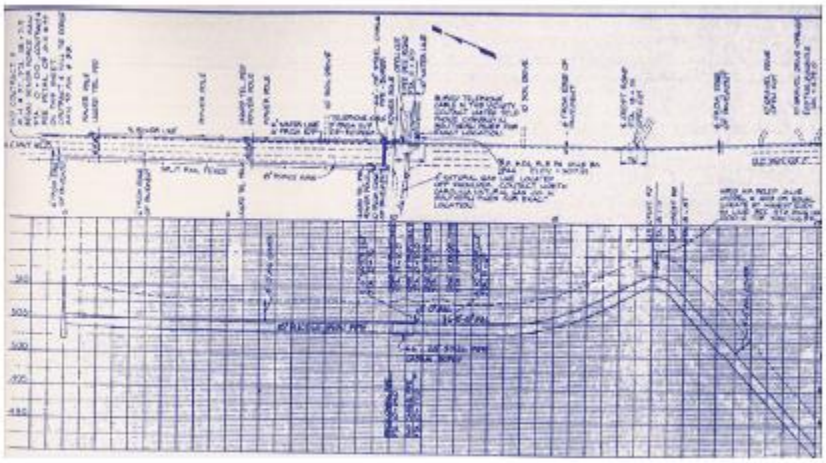


Moore County Public Works
SP#4 Force Main Repair
09/04/18

1 inch = 200 feet



Moore County Public Works
SP#4 Force Main Asbuilts

NOT TO SCALE

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Cost Object	Quantity	Unit	Price Per Unit	Total Fee
Mobilization	1	LS	$18,500.00	$18,500.00
18-inch (18") Line Stops	2	EA	$26,000.00	$52,000.00
18-inch by 12-inch (18"x 12") Tapping Sleeve with 12-inch (12") Gate Valve	1	EA	$15,200.00	$15,200.00
12-inch (12") DIP By-Pass Connection	1	LS	$18,000.00	$18,000.00
12-inch (12") HDPE By-pass Pipe	1,500	LF	$20.00	$30,000.00
Remove existing force main from existing manhole	1	LS	$7,500.00	$7,500.00
Connect proposed 20-inch (20") C900 PVC force main to existing concrete manhole	1	LS	$16,000.00	$16,000.00
20-inch by 18-inch (20" x 18") Reducer	1	EA	$4,500.00	$4,500.00
20-inch (20") 45-degree bends	2	EA	$6,000.00	$12,000.00
20-inch (20") C900 PVC force main	1,000	LF	$127.00	$127,000.00
#57 stone	20	TNS	$35.00	$700.00
By-pass Pump On-site with 6-inch (6") Connects and 400 linear feet of piping	1	LS	$18,500.00	$18,500.00
Backfill and Site Restoration	1	LS	$14,500.00	$14,500.00
Select Material	32.00	CY	$25.00	$800.00
Concrete Clocking	4	CY	$180.00	$720.00
			Total for Services	**$335,920.00**

LIFT STATION SP4 18" FORCE MAIN REPAIR

				Columbus Utilities	
	Item Description	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	Mobilization	1	LS	$18,500.00	$18,500.00
2	18" Line Stops	2	EA	$26,000.00	$52,000.00
3	18" x 12" Tapping Sleeve with 12" Gate Valve	1	EA	$15,200.00	$15,200.00
4	12" DIP By-Pass Connection	1	LS	$18,000.00	$18,000.00
5	12" HDPE By-Pass Pipe	1,500	LF	$20.00	$30,000.00
6	Remove Existing Force Main from Existing Manhole	1	LS	$7,500.00	$7,500.00
7	Connect Proposed 20" C900 PVC Force Main to Existing Concrete Manhole	1	LS	$16,000.00	$16,000.00
8	20" x 18" Reducer	1	EA	$4,500.00	$4,500.00
9	20" 45 Degree Bends	1	EA	$6,000.00	$6,000.00
10	20" C900 PVC Force Main	1,000	LF	$127.00	$127,000.00
11	#57 Stone	20	TNS	$35.00	$700.00
12	By-Pass Pump On-Site with 6" Connects and 400 LF of Piping	1	LS	$18,500.00	$18,500.00
13	Backfill and Site Restoration	1	LS	$14,500.00	$14,500.00
14	Select Material	32.00	CY	$25.00	$800.00
15	Concrete Blocking	4	CY	$180.00	$720.00
TOTAL PRICE				**$329,920.00**	

Agenda Item: VIII.D.
Meeting Date: September 18, 2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Randy Gould, PE**
Public Works Director

DATE: **August 21, 2018**

SUBJECT: **WPCP Service Contract for Bio-Solids Tipping**

REQUEST:
MOTION TO: Authorize the Chair to execute the Service Contract with Chambers Development for accepting the wastewater bio-solids from the Moore County WPCP in the amounts of $133,123 for FY19 and $137,134 for FY20.

BACKGROUND:
As part of the wastewater treatment process, prior to discharge, the WPCP must remove bio-solids from the treated water. The bio-solids are then dewatered and stockpiled. Per DWR, the dewatered bio-solids must be removed from the facility and sent to an approved disposal site. The WPCP will produce approximately 5,570 tons annually.

Chambers Development which operates the Anson Waste Management Facility in Polkton, NC has received the bio-solids since FY14. They were the lowest bidder again this year at $23.90 per ton for FY19 and $24.62 per ton for FY20. The bio-solids will be hauled to their facility via a contracted trucking company.

IMPLEMENTATION PLAN:
MOTION TO: Authorize the Chair to approve Service Contract with Chambers Development.

FINANCIAL IMPACT STATEMENT:
The Service Contract will be a 2 year contract at a cost of $23.90 per ton for FY19 totaling $133,123, and $24.62 per ton for FY20 totaling $137,134. The total cost of the 2 year contract will be $270,257. The funds have been budgeted for in the current and proposed budgets.

RECOMMENDATION SUMMARY:
MOTION TO: Authorize the Chair to approve Service Contract with Chambers Development.

SUPPORTING ATTACHMENTS:
Service Contract
Bid Tabulation for Bio-Solids Tipping Services

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STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 18th of September, 2018, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Chambers Development of North Carolina, Inc., an entity incorporated under the laws of the State of North Carolina, doing business as Anson Landfill (the "Contractor").

1. Services to be Provided and Agreed Charges

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

2. Term of Contract

The term of this Contract is from **September 18, 2018**, through **June 30, 2020**.

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

3. Payment to Contractor

Contractor shall receive from the County a sum not to exceed **$133,123.00** for services provided from **September 18, 2018 to June 30, 2019**, and an amount not to exceed **$137,134.00** for services provided from **July 1, 2019 to June 30, 2020**, as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this

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Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

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

5. Insurance

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

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

Commercial General Liability	$1,000,000.00 per occurrence
Employer's Liability	$1,000,000.00 each accident
	$1,000,000.00 per disease
	$1,000,000.00 each employee
Umbrella Coverage	$5,000,000.00

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

6. Indemnification

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

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7. Health and Safety

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

8. E-Verify

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

9. Iran Divestment Act Certification

The Contractor certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. 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.

11. Governing Law

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

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12. Termination of Agreement

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

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

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

13. Successors and Assigns

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

14. Compliance with Laws

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

15. Notices

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

COUNTY OF MOORE:	Randy Gould, Director Moore County Public Works P.O. BOX 1927 Carthage, NC 28327
CONTRACTOR:	Chambers Development of North Carolina, Inc. 3 Waterway Square Place Suite #110 The Woodlands, TX 77380

DocuSign Envelope ID: 2C4F4257-A132-41A9-B7F2-C1731030AABA

16. Audit Rights

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

17. County Not Responsible for Expenses

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

18. Equipment

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

19. Priority of Documents

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

20. 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.

21. 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.

22. Entire Agreement

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

23. Amendment

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

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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

Catherine Graham, Chair
Moore County Board of Commissioners

CONTRACTOR

DocuSigned by:
J. Tyler Fitzgeral (Chambers Development)
1E519071BDD8474...
J. Tyler Fitzgerald
District 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.

DocuSigned by:
Caroline Xiong
1559291633E944E...
Finance Officer

DocuSign Envelope ID: 2C4F4257-A132-41A9-B7F2-C1731030AABA

SCOPE OF SERVICES

1. The Contractor agrees to accept up to 5,570 tons of bio-solid sludge waste annually from County's Water Pollution Control Plant, which is located at 1094 Addor Road, Aberdeen, North Carolina, and to dispose of the sludge waste at the Anson Landfill, which is located at 375 Dozer Drive, Polkton, North Carolina. Waste materials will be delivered between the hours of 6:30am and 2:00pm, Monday through Friday. The County may dispose of up to 150 tons of waste materials each day. All loads must be spaced at least one hour apart. The County may mix rags (from bar screen) into the bio-solids for disposal.

2. The Contractor will invoice the County at the rate of $23.90 per ton for services provided from September 18, 2018 through June 30, 2019. The Contractor will invoice the County at a rate of $24.62 per ton for services provided from July 1, 2019 through June 30, 2020.

3. Waste Material/Disposal Rights. The County shall have the right to dispose of solid waste and/or approved special waste at the Disposal Facility during the term of this Contract, pursuant to the terms and conditions of this Contract. The term "Disposal Facility" shall mean any landfill, transfer station or other location used by the Contractor to transfer, process, or otherwise dispose of such waste. The term "solid waste" means any garbage, refuse or rubbish resulting from Residential, Industrial or Commercial activities, but shall not include any infectious waste, hazardous waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material, as defined by applicable federal, state or local laws or regulations ("Excluded Waste"), or any garbage, refuse or rubbish which is required by any governmental authority or by its general nature to be handled or disposed of other than in accordance with the Disposal Facility's normal operating procedures as exist on the date hereof. The term "hazardous waste" means waste, materials, substances or sludges (a) listed or characterized as "hazardous" in the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Occupational Health and Safety Act, any comparable state or local law, and all rules and regulations promulgated under any of the foregoing, each as amended, including future amendments thereto, excluding minimal quantities of such material typically found in municipal and household refuse which are permissible for disposal at the Disposal Facility under applicable laws or (b) otherwise restricted under all governmental licenses, permits and approvals required for the operation of the Disposal Facility as currently operated.

4. Special Wastes. The term "special waste" shall be defined as any liquid, semi-solid, solid, gaseous material and associated containers generated as a direct result of an industrial, manufacturing or processing operation; any chemically or

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petroleum contaminated soil or material; any waste water treatment sludge or residue; any asbestos containing material; any waste classified as "special waste" or regulated by a State or other regulatory agency; any medical or infectious waste; incinerator ash; agricultural byproduct waste or any waste generated by the oil and gas industry.

5. Measurement. The weight of all waste materials shall be measured in wet tons. The rate based on cubic yards shall be determined based on the full rated capacity of each vehicle delivering such solid waste (regardless of whether the vehicle is only partially full). The rate based on tonnage shall be the actual weight of the disposal materials (either tare weights will be used or the transporting vehicle must weigh in and out).

6. Extraordinary Levies. Notwithstanding any other provision to the contrary contained herein, in the event that during the term of this Contract there is levied upon the Contractor or upon the operations of the Disposal Facility any extraordinary tax, assessment, fee or charge by any governmental authority or substantial change in regulatory disposal facilities, fuel increases or the waste disposal business which includes the Disposal Facility, which tax, assessment, fee or charge increases in a material manner the Disposal Facility's annual cost to operate the Disposal Facility over the Disposal Facility's costs of operation of the Disposal Facility for the immediately preceding calendar year, the County will be notified and the parties may either amend the Contract to reflect the changes in costs or terminate the Contract.

7. Unacceptable Waste. If the County delivers to the Disposal Facility any material which does not conform to the definition of solid waste under this Contract or to the requirements of any applicable law, regulation, rule or order (including, without limitation, any Excluded Waste), or any special waste not approved for disposal by the Contractor, the County shall, at the Contractor's request, promptly make available at the Disposal Facility a vehicle suitable for transporting nonconforming material, and the County will coordinate prompt loading of nonconforming material on the vehicle, and the County shall promptly remove such nonconforming material from the Disposal Facility. The County shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Contractor as to the content of the waste following the discovery of potentially unacceptable waste.

8. The Contractor shall issue a ticket to each vehicle delivering solid waste to the Disposal Facility. The ticket shall show the date, vehicle number (or other positive identification), and quantity of solid waste to establish charges. This ticket, once accepted by the County, shall be conclusive as to the charges owed by the County to the Contractor. The County agrees to pay such charges due and owing hereunder to the Contractor, upon receipt of the invoice. In the event that any amount is overdue, the Contractor may terminate this Contract.

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9. The County is responsible for all taxes, fees, or other charges imposed by federal, state, or local laws and regulations.

BID TABULATION
RFP 2019-01 - WASTEWATER BIO-SOLID TIPPING SERVICES
July 27, 2018

	Chambers Development of NC Inc. dba Anson Landfill	Republic Services Inc. dba Uwharrie Environmental
Cost/Ton July 1, 2018 - June 30, 2019	$23.90	$28.00
Cost/Ton July 1, 2019 - June 30, 2020	$24.62	$29.40

Agenda Item: VIII.E.
Meeting Date: September 18, 2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Randy Gould, PE**
Public Works Director

DATE: **August 21, 2018**

SUBJECT: **WPCP Service Contract for Bio-Solids Trucking**

REQUEST:

This is a request to authorize the Chair to execute the attached Service Contract with Fat Monkey Express, in the amount of $66,840, for the trucking of wastewater bio-solids from the WPCP to the Anson Waste Management Facility.

BACKGROUND:

As part of the wastewater treatment process, prior to discharge, the WPCP must remove bio-solids from the treated water. The bio-solids are then dewatered and stockpiled. Per DWR, the dewatered bio-solids must be removed from the facility and sent to an approved disposal site. The WPCP will produce approximately 5,570 tons of bio-solids this fiscal year. Chambers Development has agreed to accept the bio-solids at their Anson Waste Management Facility in Polkton, NC.

The WPCP contacted 8 companies for bids on trucking this year. They were Harris Trucking, Fat Monkey Express, MP Enterprises, STAT, Hilco Transport, Wallace Industrial, RJL Thompson Trucking, and CERT. Fat Monkey Express was the lowest bidder. They have hauled the bio-solids since FY15.

WPCP staff will use our Hyundai loader to load Fat Monkey trucks.

IMPLEMENTATION PLAN:

MOTION TO: Authorize the Chair to approve Service Contract Fat Monkey Express.

FINANCIAL IMPACT STATEMENT:

The Service Contract will be for $66,840 for FY19 to haul the bio-solids to Polkton, NC, the location of the Chambers Development landfill. The funds have been budgeted for in the current fiscal year.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached contract with Fat Monkey Express in the amount of $66,840, for the hauling of bio-solids from the Water Pollution Control Plant to the Anson Waste Management Facility, and authorize the Chair to sign.

SUPPORTING ATTACHMENTS:

Service Contract
Fat Monkey Express Quote

DocuSign Envelope ID: 3FA06B41-6D73-4746-9BB1-AC2023811677

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 18th day of September, 2018, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Kenneth Lee Thomas, an individual doing business as Fat Monkey Express and who operates using US DOT Number 2318138 (the "Contractor").

1. Services to be Provided and Agreed Charges

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

2. Term of Contract

The term of this Contract is from **September 18, 2018** through **June 30, 2019**.

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

3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **$66,840.00** as full compensation for the provision of Services. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

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

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

5. Insurance

The Contractor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Contractor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Contractor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

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

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

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

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

6. Indemnification

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

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7. Health and Safety

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

8. E-Verify

Pursuant to N.C. General Statutes § 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 requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. 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.

11. Governing Law

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

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon

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receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

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

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

13. Successors and Assigns

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

14. Compliance with Laws

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

15. Notices

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

COUNTY OF MOORE: MOORE COUNTY PUBLIC WORKS
ATTN: RANDY GOULD, DIRECTOR
P.O. BOX 1927
CARTHAGE, NC 28327

CONTRACTOR: FAT MONKEY EXPRESS
4828 BEULAH HILL CHURCH ROAD
WEST END, NC 27376

16. Audit Rights

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

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17. County Not Responsible for Expenses

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

18. Equipment

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

19. Priority of Documents

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

20. Severability

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

21. 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.

22. Entire Agreement

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

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.

DocuSign Envelope ID: 3FA06B41-6D73-4746-9BB1-AC2023811677

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 agreement is effective as of the date first written above.

COUNTY OF MOORE

Catherine Graham, Chair
Moore County Board of Commissioners

CONTRACTOR

DocuSigned by:
Kenneth Thomas
258821E11D55473...
Kenneth L. Thomas
Owner

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.

DocuSigned by:
Caroline Xiong
1559291633F944E...
Finance Officer

DocuSign Envelope ID: 3FA06B41-6D73-4746-9BB1-AC2023811677

SCOPE OF SERVICES

A. The Contractor will provide wastewater bio-solid hauling services for the County between the point of origin and destination point, both of which are given below, at a rate of twelve dollars ($12.00) per ton.

B. The Contractor will transport up to 5,570 tons of wastewater bio-solids during the term of this Contract. The Contractor may transport and dispose of 100 to 150 tons of waste material each day.

C. The point of origin is the Moore County Water Pollution Control Plant, located at 1094 Addor Road in Aberdeen, North Carolina.

D. The destination point is the Anson Landfill, located at 375 Dozer Drive in Polkton, North Carolina.

E. The County will be responsible for loading bio-solids into the Contractor's equipment. Loading will take place between the hours of 5:00am to 4:00 pm, Monday through Friday. The County will determine the size of each load to ensure that no spillage occurs.

F. Tipping at the destination point will take place between the hours of 6:30am and 2:00pm, Monday through Friday. All loads must be spaced at least one hour apart.

G. The Contractor assumes responsibility for wastewater bio-solids upon departure from the point of origin and will be liable for mitigating and remediating all hazards (to include, but not limited to, any required clean-up efforts resulting from spillage) posed by possessing, transporting, and disposing of said materials.

H. All services must be performed to the satisfaction of the County.

I. The Contractor may leave a truck or trailer at the point of origin overnight to expedite next day loading. The County will not be responsible for any equipment the Contractor leaves on its premises.

Fat Monkey Express

4824 Beulah Hill Church Road
West End N.C.27376

Price for removal of sludge is $12.00 a ton.

Thank You
Kenneth Thomas

Agenda Item: VIII.F.
Meeting Date: **9/18/18**

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Randy Gould, Public Works Director**

DATE: **September 10, 2018**

SUBJECT: **Rassie Wicker Well**

PRESENTER: **Randy Gould, PE**

REQUEST:

Adopt the enclosed Release of Liability, Assumption of Risk, and Indemnification Agreement and authorize the Chairman to sign.

BACKGROUND:

In 2002, Moore County drilled a test well in the Rassie Wicker Park owned by the Village of Pinehurst. The test well produced a yield of about 40 gallons per minute. A production well was not constructed as the required 100 foot radius would not be met by the current well location. The Village of Pinehurst requests the use of the test well for irrigation.

IMPLEMENTATION PLAN:

After adoption, the County will begin the upset bid process.

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY:

Make a motion adopt the enclosed Release of Liability, Assumption of Risk, and Indemnification Agreement and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Jeff Batton's letter dated July 10, 2018
Release of Liability, Assumption of Risk, and Indemnification Agreement

1895
VILLAGE OF
PINEHURST
HISTORY, CHARM, AND SOUTHERN HOSPITALITY

July 10, 2018

Mr. Randy Gould
Moore County Public Works Department
P.O. Box 1927
Carthage, NC 28327

Randy,

As you are aware Moore County Public Utilities drilled a test well in the southwest quadrant of Wicker Park several years ago. That well was never developed as a production well and based on our conversations, it is not likely to be developed in the future for such purposes.

Being that the test well is not in use and is on Village property, it is the Village's desire to develop the well for irrigation purposes in that area of the park. The Village wishes to do so with the understanding that if Moore County Public Utilities ever decided to develop the well as a water source for the Village of Pinehurst, then we would relinquish the use of the well back to Moore County Public Utilities.

While it is uncertain as to whether we need to have your approval being that the well is on Village property, we feel it's appropriate and important to have your input and consent before we determine whether to proceed. Please let me know your thoughts and any concerns you may have about our proposal.

In advance thank you for your careful consideration of our proposal.

Respectfully,

Jeff Batton, Assistant Village Manager
Village of Pinehurst, NC

RECEIVED
JUL 16 2018
MOORE COUNTY
PUBLIC WORKS DEPT.

STATE OF NORTH CAROLINA

COUNTY OF MOORE

RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT

This Agreement is entered into the ____ day of _____, 2018, between the County of Moore, a political subdivision of the State of North Carolina ("Grantor"), and the Village of Pinehurst, a political subdivision of the State of North Carolina ("Grantee").

WITNESSETH:

WHEREAS, the Grantor previously maintained and operated a test well upon a parcel of property located in the Mineral Springs Township and known as Rassie Wicker Park; and

WHEREAS, the Grantor no longer desires to utilize this test well; and

WHEREAS, the Grantee desires to utilize the test well, agrees to assume all risk associated with the former well, and to indemnify the Grantor.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. Release of Liability. The Grantee will release the Grantor, its officials, agents, and employees from any and all liability, causes of action, claims and demands arising out of or resulting from the Grantor's transfer of use of the Property to the Grantee and the Grantee's use of the Property.

2. Assumption of the Risks. The Grantee will assume all risks, whether known or unknown, associated with the Grantor's transfer of use of the Property and the Grantee's use of the Property.

3. Indemnification. To the fullest extent permitted by law, the Grantee will indemnify and hold harmless the Grantor, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the transfer of use of the Property to the Grantee and the Grantee's use of the Property.

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

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

6. Heirs, Successors, and Assigns. The terms of this Agreement will be binding upon the parties' heirs, successors, and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

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

9. Third Parties. Nothing in this Agreement shall be construed as giving any person or entity, other than the Grantor and the Grantee, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

[SIGNATURES ON THE FOLLOWING TWO PAGES.]

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

GRANTOR

_____

_____, Chair
Moore County Board of Commissioners

(SEAL)

ATTEST:

_____

Laura M. Williams
Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, Notary Public of the County and State aforesaid, certify that Laura M. Williams personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Moore and that by authority duly given, and as the act of the Board, the foregoing instrument was signed in its name by its Chairman of the Board of County Commissioners, sealed with its seal and attested to by her as the Clerk to the Board.

Witness my hand and official stamp or seal, this _____ day of _____, 2018.

_____
Official Signature of Notary

(Official Seal)

_____, Notary Public
Notary's printed name

My commission expires: _____

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

GRANTEE

Village of Pinehurst

By: Jeff Batton

Title: Assistant Village Manager/Risk Manager

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, Melissa Holt, Notary Public of the County and State aforesaid, certify that Jeff Batton personally came before me this day and acknowledged that he is the Assistant Village Manger/Risk Manager for the Village of Pinehurst and that by authority duly given, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal, this 6 day of September, 2018.

Melissa Holt

Official Signature of Notary

(Official Seal)

MELISSA HOLT
Notary Public, North Carolina
Moore County
My Commission Expires
July 10, 2023

Melissa Holt, Notary Public

Notary's printed name

My commission expires: 7·10·23

Agenda Item: VIII.G.
Meeting Date: 09/18/2018

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: **Misty Leland, County Attorney**
Wayne Vest, County Manager

DATE: **09/06/2018**

SUBJECT: **Interlocal Agreement and Lease Agreement with Board of Education – Sales Tax Reimbursements**

REQUEST:

Make a motion to approve the attached Interlocal Agreement and Lease Agreement with the Moore County Board of Education to enable the County to receive sales tax reimbursements for the construction and renovation projects for Moore County Schools and authorize the Chair to sign the same.

BACKGROUND:

The County is unable to receive sales tax reimbursements for the construction and renovation projects for Moore County Schools unless the County and the Board of Education enter into the attached Interlocal Agreement and Lease Agreement.

IMPLEMENTATION PLAN:

Fulfill terms of the agreements.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached Interlocal Agreement and Lease Agreement with the Moore County Board of Education to enable the County to receive sales tax reimbursements for the construction and renovation projects for Moore County Schools and authorize the Chair to sign the same.

SUPPORTING ATTACHMENTS:

Interlocal Agreement
Lease Agreement

NORTH CAROLINA
COUNTY OF MOORE **INTERLOCAL AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of September 2018 by and between County of Moore ("the County") and the Moore County Board of Education, a county board of education organized and existing pursuant to N.C. Gen. Stat. §115C *et seq.* ("the School Board").

WHEREAS, the School Board has substantial need for new and improved buildings and equipment; and

WHEREAS, it is the intent of the County to assist the School Board in obtaining these buildings and equipment within the constraints imposed by limited financial resources; and

WHEREAS, the County Commissioners and the School Board shall be co-developers of identified new school and renovation projects; and

WHEREAS, as part of the co-development of the identified projects, the School Board shall convey by lease acceptable to the parties identified school sites to the County Commissioners in order to enable the County to reclaim sales and use taxes paid by the various contractors and vendors; and

WHEREAS, as part of the co-development of the projects, the County Commissioners shall provide the funding for the identified projects;

WHEREAS, the County is authorized by to reclaim sales and use taxes paid to the State of North Carolina (N.C. Gen. Stat. §105-164.14 et. seq), to acquire real and personal property for the use by the School Board (N.C. Gen. Stat. §153A-158.1), and to construct, equip, expand, improve, and renovate property for use by the School Board (N.C. Gen. Stat. §153A-158.1); and

WHEREAS, pursuant to N.C. Gen. Stat. Chapter 160A, Article 20, Interlocal Cooperation, the County desires to designate the School Board as its agent to carry out the construction projects, and the School Board is willing to accept the appointment pursuant to the terms of this Agreement; and

WHEREAS, the County intends to claim the sales and use tax refunds on the construction projects, and appropriate the same to the School Board as supplemental funding for school capital building and renovation projects approved by the County; and

WHEREAS, the School Board and the County are authorized to enter into an interlocal agreement pursuant to N.C. Gen. Stat. § 160A-461 *et seq.*; and

WHEREAS, the School Board and County wish to enter into this agreement to govern the rights and obligations of the parties with regard to sales and use tax refunds.

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

1. **Agency Created**. The County irrevocably appoints the School Board as its sole agent to carry out all phases of any construction or renovation project undertaken pursuant to this Agreement. The

School Board, as the County's agent, assumes all of the County's rights, duties, and responsibilities regarding any construction or renovation project undertaken pursuant to this Agreement. Notwithstanding previous arrangements, this Agency shall govern all phases of any construction or renovation project undertaken pursuant to this Agreement.

a. Negotiate and Execute Contracts. The School Board, as the agent of the County, shall have sole and exclusive authority to negotiate and execute on behalf of the County all contracts for the construction or renovation of school sites undertaken pursuant to this Agreement, as long as the funds to be expended pursuant to those contracts are within the project budget established by the School Board and approved by the Board of County Commissioners. The form contract agreed upon by the County and School Board shall be used, with non-substantive changes permitted without approval by the County. However, substantive changes requested shall first be approved as to form by the County attorney's office.

In addition to the authority delegated to the School Board above, the Board of County Commissioners hereby specifically authorizes the Superintendent and his designees to negotiate and execute on behalf of the County any individual contracts for the construction projects authorized under this Agreement involving amounts up to fifty thousand dollars ($50,000), provided the applicable provisions of Moore County Board of Education Policy 2500 (Contract Administration) and its Regulations and Procedures are adhered to by the Superintendent and his designees.

b. Supervise Construction and Renovation Projects. The School Board, as agent for the County, shall be solely responsible for carrying out and maintaining the construction and renovation projects and the School Board shall have all rights to supervise the construction and renovation projects. The County shall have no supervisory authority for the construction and renovation projects.

c. Administer Contracts. The School Board, or the Superintendent or his designee, provided the applicable procedures prescribed in paragraph 1(a) are followed, as agent for the County Commissioners, shall issue any required purchase orders for the identified projects. The School Board shall have authority to approve and enter into any change orders for any and all identified projects as long as the funds are within the project budget established by the School Board and approved by the County. The School Board shall act as the County's designated representative for administering the contracts and award process. All procurement activities shall comply with the North Carolina public procurement laws and any other State law applicable to either the School Board or the County. The School Board shall ensure that all contractors provide applicable sales and use tax certificates, on a form similar to that incorporated as Exhibit A. The School Board shall approve all requests for payment, and the County shall pay the contractors from its funds.

d. Enforce Contracts. The School Board shall have the right to enforce in its own name or in the County's name such purchase orders, contracts, or change orders entered into in the County's name or the School Board's name for the identified construction and renovation projects. However, the School Board shall receive the County's prior approval to initiate any litigation in the County's name.

e. Pre-Audit Certification. Pursuant to N.C. Gen. Stat. §159-28, the County hereby authorizes the Finance Officer of the School Board to act as the Deputy Finance Officer of the County for the limited purpose of pre-auditing the contracts and change orders executed pursuant to this Agreement as required by the Local Government Budget and Fiscal Control Act, on behalf of the County.

f. Leases, Easements, Roadway Dedications, and Rights of Way. The School Board, for itself as owner of the underlying property and as agent for the County when necessary, shall have the right to negotiate and execute any lease, easement contract or dedication, or right of way contract or dedication

upon a portion of the Premises that it deems in its best interest to provide access for public infrastructure or other purposes over the Premises. Should the School Board need the County's execution of any document for leases, easements or other partial interests, the School Board, as agent for the County, shall have the authority to execute any such documents it deems necessary.

g. Bidding/Contracting. The School Board shall comply with all statutory bidding and School Board policies governing the amount of contracts pursuant to this Agreement.

h. Reporting. The School Board shall provide the County Manager a report regarding the school projects, contracts, or any other such information on a quarterly basis in a mutually acceptable format.

2. Implementation of Agreement. The County Manager and Superintendent or their designees shall establish policies and procedures to implement this Agreement not inconsistent with the terms of this Agreement.

3. Property Affected. The property or properties to which this Agreement applies are identified in the attached Exhibit B. Properties may be added to or removed from this Exhibit at any time by written agreement(s) between the County Manager and Superintendent.

4. Ownership of Property. The School Board shall convey a leasehold estate interest in the property or properties identified on Exhibit B to the County. Conveyance by the School Board to the County shall be by execution and delivery of a lease. The County shall retain a leasehold interest in the identified site(s) as provided in any lease executed by the parties. The Lease Agreement shall be substantively similar to the form attached hereto as Exhibit C. The Superintendent and County Manager are hereby authorized to execute any lease agreements subsequently made between the parties pursuant to the terms of this Agreement.

5. Obligations and Rights of the School Board.

a. Board as Agent. The School Board shall act as the County's sole agent for the construction and renovation projects as provided in Paragraph 1 of this Agreement.

b. Insurance/Bonds. The School Board shall ensure that all architects, engineers, and other contractors maintain the necessary liability insurance in the minimum amounts required under the form contract on any identified project during the design and construction of each project. The School Board shall also require all architects, engineers, and other contractors to provide the necessary insurance and bonds as required by law and any form contracts approved by the County. Notwithstanding any provision of this Agreement, the School Board shall retain the sole power to control and direct the application and distribution of insurance proceeds applicable to the construction projects and affected property.

c. Use of Site. During the term of this Agreement, the School Board shall have the exclusive right to possess, use, occupy, and improve any properties identified and made subject to this Agreement for public school purposes, including without limitation the right to conduct surveys, soil borings and other necessary testing upon the property prior to construction, and the right to use, operate, maintain, and repair said property for such public school purposes thereafter until termination as hereinafter provided. In addition to the above, the School Board shall have the right to authorize the use of any properties identified as being subject to this Agreement by third parties for non-school use pursuant to School Board policies.

d. Indemnity. To the extent allowed by law, the School Board shall indemnify, defend and hold harmless the County from and against all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from, directly or indirectly any and all damages, claims or losses arising from any injuries or damages (including without limitation, death) to persons or property arising out of the construction, use, and/or management of any contracts and/or properties under this Agreement, and the negligent or willful acts and omissions of the School Board and those for whom it is legally liable, and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees), unless and to the extent such injuries or damages (including, without limitation, death) result from, or are claimed to have resulted from the negligent acts or omissions of the County. The School Board shall assume, on behalf of the County, and conduct with due diligence and in good faith, the defense of all such claims, suits, actions and proceedings against the County whether or not the School Board is joined therein, even if such claims, suits, actions or proceedings be groundless, false or fraudulent, and School Board shall bear the costs of all judgments and settlements in connection therewith; provided, however, the County may defend or participate in the defense of any or all of such claims, suits, actions or proceedings. The School Board may use funds budgeted for a respective project to cover any of these expenses that are authorized for the use of general obligation bonds.

6. Obligations and Rights of the County.

a. Right to Inspect. The County and their representatives and agents shall have the right to enter upon the site and inspect any identified construction or renovation project from time to time during construction. The County and their representatives and agents shall also have the right to review and inspect any contract, change orders or other contract amendments approved by the School Board or its authorized employees.

b. Sales Tax Refunds. The County shall promptly take all steps to obtain the sales and use tax refund from the State of North Carolina, and further, shall, upon request, provide the School Board with timely notice of its efforts and receipts. Any sales and use tax refunds received by the County as a result of the construction projects shall be utilized exclusively to provide supplemental funding for school capital building and renovation projects approved by the County. The intent of this Agreement is to provide additional resources for the School Board and the County for use in the construction and maintenance of school buildings.

7. Amendment. This Agreement may not be amended without the mutual written consent of both parties.

8. Consideration. The County and the School Board acknowledge that this Agreement is supported by mutual and adequate consideration.

9. Termination of Agreement. This Agreement may be terminated by mutual agreement of the parties or upon one hundred eighty (180) days written notice to the other party. The termination of the Agreement shall not affect the County's obligation to appropriate refunds to the School Board as required by Paragraph 6(b).

10. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In the event any portion of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction or by an act of the Legislature, or in the event the School Board determines that the County has materially breached the terms of this Agreement, the School Board shall

have the right to terminate the leasehold interest of the County. The School Board shall notify the County Manager of an occurrence of one of the situations noted above, and within forty-five (45) days of the receipt of such notice, the County shall execute and deliver all necessary documents conveying to the School Board.

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

12. **Register of Deeds.** This agreement shall be recorded with the Register of Deeds as soon as practicable following its execution.

13. **Effects on Previous Agreements**. This contract, including its Attachments A-D, shall constitute the entire understanding between the County and the School Board and shall supersede all prior understandings and agreements relating to the subject matter hereof including the Original Interlocal Agreement as amended. As of the effective date of this Agreement, the Original Interlocal Agreement and its subsequent amendments shall no longer govern, and the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

THE COUNTY OF MOORE

ATTEST:

_____ By:_____

Laura Williams
Clerk to the Board of Commissioners

Catherine Graham
Chair, Board of Commissioners

[CORPORATE SEAL]

MOORE COUNTY
BOARD OF EDUCATION

ATTEST:

_____ By:_____

Dr. Robert P. Grimesey
Secretary/Superintendent

Helena Wallin-Miller
Chairperson, Board of Education

[CORPORATE SEAL]

Exhibit A – Form sales tax certificate
Exhibit B –List of future school projects subject to this Agreement
Exhibit C – Form Lease

Exhibit A

STATE OF NORTH CAROLINA
SALES AND USE TAX REPORT DETAIL
APPENDIX A

CONTRACTOR: _____ Page _____ of _____

SUBCONTRACTOR: _____ FOR PERIOD: _____

PROJECT: _____

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE*
				$	$	
				TOTAL:	$	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

#

[1791850]

Placeholder for Exhibit A

Exhibit B

A lease-hold interest shall be conveyed to the County for the following projects which shall be made subject to this Interlocal Sales Tax Agreement with the understanding that additional schools may be added from time to time in accordance with the terms of the Agreement:

Planning Name of Aberdeen Elementary School, New Site, Aberdeen, NC 28315
Property PIN 856000361065

Planning name of Southern Pines Elementary School, New Site, Southern Pines, NC 28387
Property PIN 857200506765 and PIN 857200508257

Pinehurst Elementary School, 100 Dundee Road, Pinehurst, NC 28374
Property PIN 856205186101

Exhibit C

LEASE AGREEMENT

BY AND BETWEEN

MOORE COUNTY BOARD OF EDUCATION
(AS LANDLORD)

AND

COUNTY OF MOORE
(AS TENANT)

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STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MOORE

THIS LEASE AGREEMENT, made and entered into the 10th day of September, 2018, by and between the Moore County Board of Education, a body corporate being a county board of education organized and existing pursuant to N.C. Gen. Stat.§115C *et seq*. (hereinafter called "Landlord"), and County of Moore, a body politic and corporate (hereinafter referred to as "Tenant").

WHEREAS, the Tenant and the Landlord seeks to co-develop the construction and renovation of some or all schools;

WHEREAS, the Tenant and the Landlord shall be co-developers of identified new school and renovation projects;

WHEREAS, as part of the co-development of the identified projects, the Landlord shall lease identified school sites to the Tenant in order to enable the County to reclaim sales and use taxes paid by the various contractors and vendors;

WHEREAS, the Tenant has designated the Landlord as its agent to carry out the construction projects, and the Landlord has accepted the appointment pursuant to the terms of an interlocal agreement executed by the Landlord and the Tenant on September 10, 2018, and as subsequently amended (the "Sales Tax Agreement");

WHEREAS, the Tenant intends to claim the sales and use tax refunds on the construction projects, and appropriate the same to the Landlord pursuant to the terms of the Sales Tax Agreement as supplemental funding for school capital building and renovation projects approved the Tenant; and

WHEREAS, N.C. Gen. Stat. §115C-518, §160A-272 and §160A-274 authorize the Landlord to lease its property to the Tenant, and N.C. Gen. Stat. §153A-11 and § 153A-158 authorize the Tenant to lease property from the Landlord;

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

ARTICLE I
BASIC LEASE INFORMATION

1.1 Basic Lease Information. In addition to the terms that are defined elsewhere in this Lease, these terms are used in this Lease:

1.1.1 LANDLORD'S ADDRESS: Superintendent's Office
Moore County Schools
5277 Hwy. 15-501 South
Post Office Box 1180
Carthage, North Carolina 28327

1.1.2 TENANT'S ADDRESS: County Manager's Office
County of Moore
1 Courthouse Square
P.O. Box 905
Carthage, North Carolina 28327

1.1.3 LAND: The land described in Section 2.1, which is more specifically shown on Exhibit 1.

1.1.4 IMPROVEMENTS: The improvements now or hereafter located on the Land whether placed thereon by Landlord or Tenant.

1.1.5 PREMISES; LEASED PREMISES: The Land together with all easements and rights of access over and upon the Land, as defined more particularly in Section 2.1.

1.1.6 SALES TAX AGREEMENT: The interlocal agreement executed by the Tenant and the Landlord on September 10, 2018, which instrument has been recorded in Book _____, Page _____, Moore County Register of Deeds, and which instrument, along with any subsequent amendments thereto of record in Moore County Register of Deeds, is fully incorporated by reference herein.

1.1.7 Exhibits. The following exhibits are attached to this Lease and are made a part of this Lease:

EXHIBIT 1: Properties Subject to Master Lease
EXHIBIT 2: Property Additions Form
EXHIBIT 3: Landlord's Property Removal Form
EXHIBIT 4: Tenant's Property Removal Form

1.1.8 Consideration. The parties' mutual desire to seek reimbursement of sales tax shall serve as consideration of this Lease.

ARTICLE II
PREMISES, TERM, TERMINATION AND USE

2.1 Leased Premises. Under the limited terms, provisions and conditions hereof, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain land(s) owned by Landlord located in and more particularly

described in Exhibit 1, attached hereto and made a part hereof (the "Land"), together with all easements, rights-of-way, streets, alleys, passages, sewer/water rights, tenements, hereditaments, appurtenances and rights belonging or relating or appertaining to the Land and all rights, title and interest in, if any, of the Landlord, now or hereafter affecting the Land (collectively, with the Land, hereinafter referred to as the "Leased Premises" or the "Premises").

2.1.1 Additional Property. As additional property is acquired by Landlord subsequent to the execution of this Lease Agreement, then Landlord has the right to subject such property to the terms and conditions of this Lease Agreement by executing the preapproved form attached hereto as Exhibit 2, and providing Tenant with a copy of same for Tenant's execution. Tenant shall promptly forward a copy of the fully executed preapproved form to Landlord. Upon receipt and execution of such notice by Tenant, this lease shall automatically apply to the property or properties identified in the notice.

2.1.2 Removal of Properties. Landlord may remove a property subsequent to the execution of this Lease Agreement so that it is no longer subject to this Lease Agreement by executing with consent of Tenant or Tenant's Finance Director the pre-approved form attached hereto as Exhibit 3 and providing Tenant with a copy of the same for Tenant's execution. Tenant shall promptly forward a copy of the fully executed preapproved form to Landlord. Upon receipt and execution of such notice by Tenant, this Lease Agreement shall no longer apply to the property or properties identified in that notice. Notwithstanding the foregoing, this Lease Agreement shall remain in full force and effect with respect to any other properties made subject to the Lease Agreement according to the terms and conditions herein.

2.2 Title To Lease Premises. Landlord represents and warrants that as of the time of the execution of this Lease it has title to the Leased Premises and that it has full power and authority to grant this Lease to Tenant.

2.3 Term. To have and to hold said Premises, together with all privileges and appurtenances thereunto belonging, subject to the terms, provisions and conditions hereof, this Lease shall continue in force for a term (the "Term") commencing upon execution of this Lease by all parties and recordation (fees to be paid by the Landlord) of a memorandum of such in the Office of the Register of Deeds (the "Commencement Date"), and terminating pursuant to the terms and conditions as stated in Section 2.4.

2.4 Expiration and Termination. This Lease shall automatically expire ten (10) years from the commencement of the Term. Upon the effective date of legislation enacted by the North Carolina General Assembly that provides authority for school districts or school systems to reclaim sales and use taxes paid to the State of North Carolina or that removes the authority for counties to reclaim sales and use taxes paid to the State of North Carolina, either party may terminate this Lease

Agreement with provision of sixty (60) days notice of termination to the other party.

ARTICLE III
LANDLORD'S COVENANTS

3.1 Landlord's Obligations. Subject to Tenant's performance of its obligations hereunder, Landlord makes the following assurances to Tenant:

3.1.1 Leases, Easements, Roadway Dedications, and Rights of Way. Landlord has the absolute right to negotiate and execute any lease, easement contract or dedication, or right of way contract or dedication upon a portion of the Premises that it deems in its best interest to provide access for public infrastructure or other purposes over the Premises. Any such grant will not terminate this Lease but the Lease will continue subject to the portion of the Premises conveyed or dedicated. Should Landlord require Tenant's execution of any document for leases, easements or other partial interests, the Landlord, as agent for the Tenant, shall have the authority to execute any leases, easements, rights of way, and roadway dedications it deems necessary.

3.1.2 Use of Site. During the term of this Agreement, the Landlord shall retain exclusive rights to possess, use, occupy, improve and insure any properties and all improvements thereon identified pursuant to Section 2.1 as subject to this Agreement for public school purposes, including without limitation the right to conduct surveys, soil borings and other necessary testing upon the property prior to construction, and the right to use, operate, maintain, and repair said property for such public school purposes as Landlord determines in its discretion thereafter until termination as hereinafter provided, subject only to Tenant's limited grant of access to and use of the Leased Premises as described in Section 4.1. In addition to the above, the Landlord shall have full discretion and the sole right to authorize the use by third parties for non-school use, pursuant to Landlord's policies, of any properties identified in Section 2.1 as being subject to this Agreement. Tenant's limited rights of access to and use of the Leased Premises shall be subordinate to such third-party use, unless otherwise indicated in writing by the Landlord.

3.1.3 Utilities. Landlord shall be responsible for electrical, gas, telephone, water, sewer, and garbage removal with respect to the Leased Premises.

3.1.4 Insurance. Landlord shall be responsible for carrying adequate property, including fire and casualty, and general liability insurance on all the Leased Premises. Tenant shall not be required to carry any insurance covering the Leased Premises.

ARTICLE IV
TENANT'S COVENANTS

4.1 Use of Site. During the term of this Agreement, Tenant shall have the limited right

to access and use the Leased Premises only to extent necessary to effectuate the performance of the construction or renovation projects authorized by the Landlord under the terms of the Sales Tax Agreement, including the limited right to enter upon the site and inspect any identified construction or renovation project from time to time during construction or renovation. This limited right of access and use shall be subject to any and all applicable written policies of the Landlord regarding access to and conduct on school properties, and shall be subordinate to any other interests in the subject properties granted by the Landlord to third parties pursuant to any other deeds, leases, conveyances, or joint use agreements of any kind, whether those interests are transferred by the Landlord before or after the subject properties are made subject to this Lease Agreement, unless otherwise expressly indicated by the Landlord in writing.

4.2 Alterations. Tenant shall not make any alterations, additions or improvements to the Premises, unless made by Landlord as agent for Tenant, without the prior written consent of Landlord. Tenant shall not make any alterations, additions or improvements to the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including but not limited to commercial general liability, or which will prevent Landlord from securing such policies in companies acceptable to Landlord.

4.3 Assignment/Subletting. Tenant may not assign or encumber this lease, and may not sublet any part or all of the Leased Premises.

ARTICLE V
MUTUAL COVENANTS: ADDITIONAL MATTERS

5.1 Alterations, Improvements, and Changes Permitted. Landlord shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the premises as Landlord may deem necessary, subject to all other applicable municipal regulations.

5.1.1 Disposition of New Improvements. Any and all improvements constructed upon the Leased Premises by Tenant or by Landlord as agent for Tenant pursuant to the Sales Tax Agreement shall automatically become the property of Landlord upon completion of the construction or renovation project, subject to Tenant's leasehold interest therein. Such improvements shall remain upon the Premises upon expiration or termination of the Lease. All other alterations, improvements, changes, or additions made by Landlord in or to the Leased Premises shall be the property of Landlord, subject to Tenant's leasehold interest therein.

5.2 Fire or Other Casualty. In the event the Leased Premises is damaged by fire or other casualty, Landlord at its option may, either in its own capacity or as agent for Tenant pursuant to the Sales Tax Agreement, rebuild or restore its improvements

on the said Leased Premises to as good or better condition than that existing immediately prior to said fire or other casualty, and this Lease shall not terminate.

5.3 Eminent Domain. In the event a portion of Leased Premises shall be acquired by taking (any acquisition by any government authority in the legal and valid exercise of its power of eminent domain or by private purchase in lieu thereof) and such taking relates to a portion of the fee simple title to Leased Premises, as well as to the right, title and interest of Tenant, the rights and obligations of the parties hereunder shall continue except as to that portion of the Leased Premises that has been taken. All compensation awarded for any taking (or the proceeds of a private sale in lieu thereof) shall be the property of Landlord whether such award is for compensation for damages to the Landlord's or Tenant's interest in the Leased Premises, and Tenant hereby assigns all of its interest in any such award to Landlord.

5.4 Waiver of Subrogation. Landlord and Tenant hereby release each other from any loss or damage to property caused by fire or any other perils insured through or under either by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to the loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies.

5.5 Recording. Landlord and Tenant agree that a memorandum of this Lease will be recorded in the Moore County Public Registry but that this Lease itself will not be so recorded.

5.6 Compliance with Sales Tax Agreement. The respective obligation of the parties regarding construction and renovation projects on any part of the Leased Premises and the mechanism for recovering sales tax reimbursement for those construction and renovation projects shall be governed by the Sales Tax Agreement, and any amendments thereto, which are incorporated herein by reference.

ARTICLE VI
DEFAULT

6.1 Default. The failure by either party in the performance or compliance with any of the agreements, terms, covenants or conditions under this Lease, for a period of thirty (30) days after written notice, shall constitute a breach of this Lease. If the breaching party cannot cure the event of noncompliance within thirty (30) days, then in such event the non-breaching party may begin such actions as are necessary

to cure the default within the thirty (30) day period from receipt of written notice and diligently pursue the cure of such default to completion, and the non-breaching party may pursue any other remedy available at law, or in equity.

ARTICLE VII
MISCELLANEOUS

7.1 Notices. Any notice which may or shall be made under the terms of this Lease shall be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, Return Receipt Requested, or by any overnight mail service (e.g. Federal Express, United Parcel Services), postage prepaid, to the address set out in Article 1.1 hereof or to such address as may be contained in a notice given as provided above.

7.2 Entire Agreement. This Lease and all exhibits hereto and other agreements referred to herein (which are expressly incorporated herein by this reference) shall constitute the entire agreement between Landlord and Tenant and no other prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

7.3 Interpretation: Governing Law. Pronouns, where used herein, of whatever gender, shall include natural persons, corporations, and associations of every kind and character, and the singular shall include the plural and vice versa where and as often as may be appropriate. Article and section headings under this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof;" "hereby," "herein," or words of similar import are used in this Lease, they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Paragraph" shall be construed as referring to the indicated Article or Paragraph of this Lease. Statements herein in respect to compliance with applicable law or text of similar import shall be construed to require compliance with applicable law as now or hereafter in effect.

The law of the State of North Carolina shall govern the validity, performance and enforcement of this Lease and this Lease shall be construed pursuant to such laws.

7.4 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns or the parties, but this provision shall in no way alter the restrictions on assignment and subletting applicable to Tenant hereunder.

7.5 Severability. In the event any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term,

covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to full extent permitted by law.

7.6 No Waiver. The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of one party to insist upon the performance by the other party in strict accordance with the terms of this Lease.

7.7 Non-Merger of Fee and Leasehold Estate. If both the Estate of Landlord and the Estate of Tenant in the Premises or improvements located thereon or both become vested in the same owner, this Lease shall not be terminated by application of the doctrine of merger, except by mutual consent of Tenant and Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

THE COUNTY OF MOORE

ATTEST:

_____ By: _____

Laura Williams
Clerk, Board of Commissioners

Catherine Graham
Chair, Board of Commissioners

[CORPORATE SEAL]

MOORE COUNTY
BOARD OF EDUCATION

ATTEST:

_____ By: _____

Dr. Robert P. Grimesey, Jr., Secretary

Helena Wallin-Miller
Chair, Board of Education

[CORPORATE SEAL]

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Finance Director The County of Moore
This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. _____ Finance Officer Moore County Board of Education
This instrument has been approved as to form only. _____ County Attorney The County of Moore
This instrument has been approved as to form only. _____ Moore County Board of Education Attorney

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of Said State and County, do hereby certify that Catherine Graham and Laura Williams personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Commissioners of the County of Moore, North Carolina, and that by authority duly given and as the act of The County of Moore, the foregoing instrument was signed in the County's name by the Chair of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of _____, 2018.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:

_____

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of said State and County, do hereby certify that Dr. Robert P. Grimesey, Jr., with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary of The Moore County Board of Education and that Helena Wallin-Miller is the Chair of such Board of Education, the Board described in and which executed the foregoing instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair; and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of _____, 2018.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____

EXHIBIT 1

PROPERTIES SUBJECT TO MASTER LEASE:

Planning Name of Aberdeen Elementary School, New Site, Aberdeen, NC 28315
Property PIN 856000361065

Planning name of Southern Pines Elementary School, New Site, Southern Pines, NC 28387
Property PIN 857200506765 and PIN 857200508257

Pinehurst Elementary School, 100 Dundee Road, Pinehurst, NC 28374
Property PIN 856205186101

EXHIBIT 2

PROPERTY ADDITION FORM

Pursuant to Section 2.1.1 of the Lease Agreement by and between The Moore County Board of Education (as Landlord) and the County of Moore (as Tenant), signed the ___ day of _____, 20__, the following property or properties are hereby added to the lease agreement:

This the _____ day of _____, _____.

THE MOORE COUNTY BOARD OF EDUCATION

ATTEST:

_____ By: _____

Secretary Chair, Board of Education

[CORPORATE SEAL]

THE COUNTY OF MOORE

ATTEST:

_____ By: _____

Clerk, Board of Commissioners Chairman, Board of Commissioners

[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of said State and County, do hereby certify that Dr. Robert P. Grimesey, Jr., with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary of The Moore County Board of Education and that Helena Wallin-Miller is the Chair of such Board of Education, the Board described in and which executed the foregoing instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair; and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of Said State and County, do hereby certify that Catherine Graham and Laura Williams personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Tenant of the County of Moore, North Carolina, and that by authority duly given and as the act of The County of Moore, the foregoing instrument was signed in the County's name by the Chair of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____

Exhibit 3

LANDLORD'S PROPERTY REMOVAL FORM

Pursuant to Section 2.1.2 of the Lease Agreement by and between Moore County Board of Education (as Landlord) and the County of Moore (as Tenant), signed the ___ day of _____, 20___, the following property or properties are hereby deleted from the lease agreement:

This the _____ day of _____, _____.

THE MOORE COUNTY BOARD OF EDUCATION

ATTEST:

_____ By: _____

Secretary Chair, Board of Education

[CORPORATE SEAL]

THE COUNTY OF MOORE

ATTEST:

_____ By: _____

Clerk, Board of Commissioners Chairman, Board of Commissioners

[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of said State and County, do hereby certify that Dr. Robert P. Grimesey, Jr., with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary of The Moore County Board of Education and that Helena Wallin-Miller is the Chair of such Board of Education, the Board described in and which executed the foregoing instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair; and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of Said State and County, do hereby certify that Catherine Graham and Laura Williams personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of Tenant of the County of Moore, North Carolina, and that by authority duly given and as the act of The County of Moore, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____

Exhibit 4

TENANT'S PROPERTY REMOVAL FORM

Pursuant to Section 2.1.2 of the Lease Agreement by and between Moore County Board of Education (as Landlord) and County of Moore (as Tenant), signed the ___ day of _____, 20___, the following property or properties are hereby deleted from the lease agreement:

This the _____ day of _____, _____.

THE COUNTY OF MOORE

ATTEST:

_____ By: _____

Clerk, Board of Commissioners Chairman, Board of Commissioners

[CORPORATE SEAL]

THE MOORE COUNTY BOARD OF EDUCATION

ATTEST:

_____ By: _____

Secretary Chair, Board of Education

[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of Said State and County, do hereby certify that Catherine Graham and Laura Williams personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Tenant of the County of Moore, North Carolina, and that by authority duly given and as the act of The County of Moore, the foregoing instrument was signed in the County's name by the Chair of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of said State and County, do hereby certify that Dr. Robert P. Grimesey, Jr., with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary of The Moore County Board of Education and that Helena Wallin-Miller is the Chair of such Board of Education, the Board described in and which executed the foregoing instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair; and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

_____
(Printed Name of Notary)

My Commission expires:_____