



LEE COUNTY BOARD OF COMMISSIONERS
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

June 19, 2023

MINUTES

Roll Call

Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: Mark Lovick

CALL TO ORDER

Young Commissioner Mackenzie Serrano called the meeting to order at 6:00 p.m.

INVOCATION

Young Commissioners Savannah Pressley -Lee and Talitha Heimbuecher provided an invocation and led attendees in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Motion: Motion to approve the Agenda as presented.

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Chairman Smith added item II.L Budget Amendment #06/19/23/18 and item VI.D Request from Lee County School Board for the County to purchase a modular unit for Southern Lee High School to the Agenda. Commissioner Cameron Sharpe asked to move item IV.C Endor Iron Furnace Proposal to the Consent Agenda as item II.M.

Motion: Motion to approve the Consent Agenda as amended.

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result: Passed

II.A Juvenile Crime Prevention Council (JCPC) Annual Plan Certification and County Funding Plan

FY 23.24 JCPC Certification Needs County Commissioner Approval and Signature LEE.pdf

II.B Refund and Release Report for May 2023 May

Personal Property Abatement Report.pdf

RELEASE CODES SPREADSHEET.xls Gen

Statute 105.docx

II.C Resolution Declaring Ten (10) Vehicles as Surplus Property

Surplus_Property_Resolution_and_Advertisement_6.19.23 (3).docx

II.D Purchase Order for COLTS Vans Purchase

FY 2023 COLTS NCDOT REVISED CAPITAL APPVD ORIG APPL.pdf FY

2023 revised COLTS repl veh order forms May 31 2023.pdf

II.E Minutes from the June 5, 2023 Regular Meeting

BOC_Regular_Meeting_Minutes_6-5-2023.pdf

II.F Senior Services Home and Community Care Block Grant FY 2024

FY 2024 HCCBG County Funding Plan Lee County.pdf

FY 2024 HCCBG Certification of Local Match Lee County.pdf FY

2024 HCCBG Standard Assurances Lee County.pdf

II.G Renewal of Lee County Health Insurance Plan

Renewal Rates.pptx

II.H Empowering Lives Contract Renewal

FY23-24 Empowering Lives Contract

II.I Approve Agreement with SAGA to provide economic development services to Lee County

Updated 2023 SAGA Contract.docx

II.J Budget Amendment #06/19/23/17

6-19-23.pdf

II.K Approval of the classification and pay plans for sworn law enforcement, detention officers, and communications dispatchers.

detentions officers pay plan.pdf

dispatch pay plan.pdf
sworn law pay plan.pdf

II.L Budget Amendment #06/19/23/18
6-19-23 #18.pdf

II.K Endor Iron Furnace
Moved from New Business.
Signed Joint Resolution.pdf
Endor_Parks&Rec_20230223.pdf
Proposal Letter Endor Iron_6-19-23.docx

III. INTRODUCTION OF THE 2023 LEE COUNTY YOUNG COMMISSIONERS LEADERSHIP PROGRAM PARTICIPANTS

Lee County Extension Director Dr. Bill Stone and Young Commissioners President Jocelyn Gomez introduced this year's Young Commissioners, which includes Katherine Contreras, Loria Funes, Aiden Hall, Talitha Heimbuecher, Sofia Macias, Kaiya Powell, Savannah Pressley-Lee, Mackenzie Serrano, Julia Slowik, Jayla Tabora, Isaac Alvarado, Omar Brito, Jeanne "Emma" Apperson, and Jermaine Nairn, Jr.

IV. PUBLIC COMMENTS

- Mark Coggins, 3909 Hunt Springs Drive (Endor Iron Furnace)

V. OLD BUSINESS

V.A Appointments to Boards and Commissions

The Board voted by ballot for eligible residents to be elected to the Lee County Government Boards, Committees, and Commissions. The following were elected as appointees:

- *ADA Committee: Elonda Womble*
- *Airport Authority: Jonathan Shockey*
- *Agriculture Advisory Board: Lloyd Smith (Cape Fear seat)*
- *Central Carolina Board of Trustees: Taylor Vorbeck*
- *Joint Environmental Affairs Board: Lloyd Smith*
- *Jury Commission: Angela Minnick*
- *Juvenile Crime Prevention Council: Angela Minnick, Pamela Adkins, Utarious Murchison, Bobby Covington, and Cynthia Galyean*
- *Library Board of Trustees: Cathy Griffith*
- *Parks and Recreation Commission: Nathan Vorbeck (regular seat) and Pamela Adkins (alternate seat)*
- *Lee County Planning Board: Charles "Chuck" Baker (regular seat), Charles David Turner (regular seat), Jonathan Hilliard (regular seat), and Brad Kelly (alternate seat)*
- *Joint Nursing/Adult/Family Care Home Community Advisory Committee: Harold Fore, Nancy Johnson, and Janette Scott (regular seats)*

Upcoming Vacancies_5-5-23.pdf
2023 Board Appointment Ballot.docx

Motion: Motion to recuse Commissioner Taylor Vorbeck from voting on the Parks and Recreation Board appointments due to a conflict of interest.

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result: Passed

V.B Skimmer System for Moore Center

Ryan Kerns with Terraquest provided an update to the Board on the E. Eugene Moore Center hazardous waste permit. The County contracted with Terraquest to test and remove hazardous waste from storage wells on the property. 27 of the 28 wells have been cleared, with one underground tank remaining that continues to require a permit. Terraquest's recommendation for the most cost-effective option for the remaining well is to install bailers in the wells and skimmers to pump out waste. The skimmers are temporary but will likely be in place for a year. Maintenance and installation costs may vary but are calculated in the total cost of \$175,000, which includes installation, equipment cost, maintenance, and disposal of material. Commissioner Taylor Vorbeck asked that the Board receive updates on the progress.

Basis of Charges - Product skimmer system install and OM.pdf

Motion: Motion to approve

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result:

VI. NEW BUSINESS

VI.A Update on NCDOT projects in Lee County

NCDOT Division 8 Transportation Board member Lisa Mathis and NCDOT Division 8 Engineer Patrick Norman provided an update on NCDOT projects in Lee County to the Board, a copy of which is attached and incorporated into these minutes.

Chairman Smith asked about the access point on N.C. 42/Broadway Road for the multi-sports complex. Mr. Norman said their office is in the process of reviewing the request.

VI.B 2012 Tax Bill Write Off

Michael Brown presented the 2012 Tax Bill Write Off to the Board for consideration. Mr. Brown is requesting the authority to write off the 2012 tax bills in the amount of \$21,854.98 (real property at \$5,716.84 and personal property at \$16,138.14), per NCGS 105-373(g) and 105-378. After ten years, collections cannot be enforced.

GS_105-373.pdf

GS_105-378.pdf

2012 Write-Off Summary.pdf

Motion: Motion to authorize the Tax Collector to write-off 2012 delinquent tax bills in the amount of \$ 21,854.98 per NCGS 105-373(g) and 105378.

Mover: Dr. Andre Knecht

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result: Passed

VI.C Endor Iron Furnace Proposal

Moved to the Consent Agenda.

Signed Joint Resolution.pdf

Endor_Parks&Rec_20230223.pdf

Proposal Letter Endor Iron_6-19-23.docx

VI.D Request from the Lee County School Board for the County to purchase a modular unit for Southern Lee High School

Board of Education member and Finance and Facilities & Technology Chair Alan Rummel presented this request on behalf of Lee County Schools and the Board of Education as an emergency request. He said the district's capital request did not include a line item for this project because the Board learned about this immediate need after May 15. During a special called Facilities & Technology meeting on June 7, the committee learned that lottery funds may not be used for this purchase. The Board of Education and Board of Commissioners Chairs, along with the Superintendent and County Manager, engaged in a meeting to discuss this on June 16. County Manager Lisa Minter said the current capacity is 1,227 (27 students over the total capacity) at Southern Lee High School and 1,445 (230 students under capacity) at Lee Senior. The elementary and middle schools are under capacity. Mr. Rummel said the request is for an eight-classroom unit with restrooms at \$1,152,348 although there is an option for a four-classroom unit with restrooms, which would be \$785,000. Mr. Rummel recommends the eight-classroom unit due to growth. Commissioner Andre Knecht asked if the Board of Education has looked at redistricting and noted that a four-classroom unit would allow time to redistrict. Mr. Rummel said the majority of projected growth is in the Lee County High School district and redistricting is not being considered. Commissioner Taylor Vorbeck asked how the space for an eight-unit pod would be reduced to the already approved six permanent classrooms. Mr. Rummel said the construction and number of classrooms depends on what the school needs and the pod could be moved elsewhere once the project is finished. Lee County Schools Maintenance Director Chris McNeill said the proposed eight-unit pod with restrooms cannot be split into two facilities due to the restrooms. Lee County Schools Superintendent Dr. Chris Dossenbach said classroom capacity varies depending on course. The average English or math class is about 26-28 students, but specialized courses such as culinary classes have about 18 students. Commissioner Robert Reives requested the current school capacity numbers be shared with the Board of Commissioners.

Southern Lee information_.pdf

Motion: Motion to amend the motion to approve a four-unit pod to an eight-unit pod.

Mover: Bill Carver

For: 1 - Bill Carver

Against: 5 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result: Failed

Motion: Motion to approve a four-unit classroom pod for Southern Lee High School in the amount of \$785,000.

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

Absent: 1 - Mark Lovick

Motion Result: Passed

VII. MANAGERS REPORTS

VII.A Monthly Financial and Sales Tax Reports

Finance Director Candace Iceman presented the monthly financial report for May 2023 and the sales tax report for March 2023.

Ms. Iceman announced that Finance will have a Finance Fellow start in August. The Fellow is also a former Young Commissioner, Suzy Brito.

March 2023 sales tax.pdf

May 2023 Monthly Financial Report.pdf

VII.B County Manager's Monthly Report for June 2023

Commissioner Robert Reives left the meeting at 7:25 p.m.

County Manager Lisa Minter gave her report, a copy of which is attached and incorporated into these minutes. Assistant County Manager Jennifer Gamble provided an update on the Horton Park Pool. There is no firm projected opening date for the pool at this time, due to delays with construction that staff are closely monitoring.

County_Managers_Monthly_Report_6-19-23 BOC Meeting.docx

Library_6.14.23 Lee County Library Board Agenda.pdf

Library_2023_May_Director_Report.pdf

Parks and Rec_6.26.23 Agenda.docx

Parks and Rec_Minutes_4-26-23

Permit_Issuance_Summary May 2023.pdf

Tax_Monthly Managers Report May 2023.docx

June TRC Agenda [06.02.23].pdf

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:37 p.m.

Mover: Taylor Vorbeck

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Bill Carver, Taylor Vorbeck

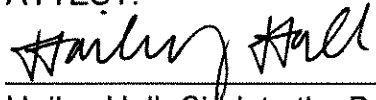
Absent: 2 - Robert Reives, Mark Lovick

Motion Result: Passed



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board





Juvenile Crime Prevention Council Certification

Fiscal Year: 2023/2024 _____

County: LEE COUNTY	Date: May 30, 2023
<p>G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.</p> <p align="center">(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)</p>	
1-Year Funding: FY 2023-2024	2-Year Funding: FY _____ and FY _____

CERTIFICATION STANDARDS

STANDARD #1 - Membership

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

- B. Is the membership list attached? YES

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

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

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

If not, which positions are vacant and why?

Position #12 - Two Persons Under the Age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles. JCPC has filled one of the vacancies with a member of the public representing the interests of families and at-risk juveniles.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? YES

 - B. Bylaws are attached or on file (Select one.) _____
 - C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. YES

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

 - E. These policies and procedures attached or on file. (Select one.) _____
 - F. Does the JCPC have officers and are they elected annually? YES

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

STANDARD #3 - Meetings

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

- B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? YES

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

- D. Are minutes taken at all official meetings? YES

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

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #4 - Planning

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? YES
- B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? YES
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? YES

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) YES
- B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? YES

STANDARD #6 – No Overdue Tax Debt

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

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

The JCPC is diligently working to recruit a youth representative to fill vacancy listed above.


Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30th annually.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	\$9,500
Local	0.00
Other	0.00
Total	\$9,500

JCPC Chairperson Signature Submitted Electronically in NCALLIES

JCPC Chairperson	Date
	
Chairman, Board of County Commissioners	Date

DPS Designated Official

Date

**DPS Designated Official
Signature Submitted
Electronically in NCALLIES**

Juvenile Crime Prevention Council Certification (cont'd)

LEE COUNTY

County

FY 2023/2024

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

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Dr. Johnnye Waller	Asst. Superintendent	<input checked="" type="checkbox"/>	W	F
2) Chief of Police or designee	Evan Gunter	Chief	<input type="checkbox"/>	W	M
3) Local Sheriff or designee	Sgt. Larry Whitake	Sergeant	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee	Tiffany Bartholomew	Asst. District Attorney	<input checked="" type="checkbox"/>	TM	M
5) Chief Court Counselor or designee	Michelle Bennett	Chief Court Counselor	<input type="checkbox"/>	B	F
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Laurie Perez	Licensed Counselor	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Takishia McMiller	DSS Director	<input type="checkbox"/>	B	F
8) County Manager or designee	Candace Iceman	Asst. Finance Director	<input checked="" type="checkbox"/>	W	F
9) Substance Abuse Professional	Beverly Wicker	Licensed Substance Abuse Counselor		B	F
10) Member of Faith Community	Gail Dickens	Pastor		W	F
11) County Commissioner	Taylor Vorbeck	County Commissioner		W	F
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles					
	Pamela Adkins	Professor		B	F
13) Juvenile Defense Attorney	Nicolle Phair	Attorney		B	F
14) Chief District Judge or designee	Jim Love Jr.	District Court Judge	<input checked="" type="checkbox"/>	W	M
15) Member of Business Community	Angela Minnick	General Manager		W	F
16) Local Health Director or designee	Juan Diaz-Franco	Vital Records	<input checked="" type="checkbox"/>	H	M
17) Rep. United Way/other non-profit					
18) Representative/Parks and Rec.	Bill Shuey	Athletic Supervisor		W	M

Juvenile Crime Prevention Council Certification (cont'd)

19) County Commissioner appointee	Margaret Johnson	Retired DSS Supervisor		B	F
20) County Commissioner appointee	Utarious Murchison	Detention Sergeant		B	M
21) County Commissioner appointee	Chaplian Christopher McLean	Youth Advocate		B	M
22) County Commissioner appointee	Bobby Covington	Evangelist		B	M
23) County Commissioner appointee	Cynthia Galyean	Childcare Owner		W	F
24) County Commissioner appointee					
25) County Commissioner appointee					

LEE County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$205,084 Local Match: \$ \$58,941 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	County JCPC Administrative	\$9,500						\$9,500	
2	Project Challenge (LEE)	\$71,528			\$21,458			\$92,986	23%
3	Life Connections D-A-S-H Mentoring	\$24,696			\$7,547			\$32,243	23%
4	Scots For Youth-Lee County Teen Court	\$99,360			\$29,936			\$129,296	23%
5									
6									
7									
8									
9									
10									
11									
12									
13									
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16									
17									
18									
TOTALS:		\$205,084			\$58,941			\$264,025	22%

The above plan was derived through a planning process by the LEE County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2023/2024

Amount of Unallocated Funds _____
 Amount of funds reverted back to DPS _____
 Discretionary Funds added _____

check type initial plan update final

----DPS Use Only----

Reviewed by _____ Area Consultant	_____	Date _____
Reviewed by _____ Program Assistant	_____	Date _____
Verified by _____ Designated State Office Staff	_____	Date _____

 Chairperson, Juvenile Crime Prevention Council (Date)

[Signature]

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

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

[Signature]

 Finance Officer, Lee County



**RESOLUTION DECLARING PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSITION OF
CERTAIN PERSONAL PROPERTY BY THE METHOD KNOWN AS: "GOVDEALS"**

WHEREAS, the Lee County Board of Commissioners desires to declare certain government owned personal property as surplus in accordance with the North Carolina General Statutes; and

WHEREAS, the Lee County Board of Commissioners hereby declares the following described property as surplus to its needs:

ITEM NAME	ASSET NO.	DESCRIPTION
Vehicle	12596	2015 Dodge Charger
Vehicle	12529	2015 Dodge Charger
Vehicle	10398	2008 Ford Explorer
Vehicle	12533	2015 Dodge Charger
Vehicle	12531	2015 Dodge Charger
Vehicle	11543	2013 Dodge Charger
Vehicle	11318	2012 Ford Explorer
Vehicle	13156	2008 Honda Accord
Vehicle	8407	2001 Ford Crown Vic
Vehicle	8386	2001 Dodge Stratus

WHEREAS, North Carolina General Statute § 160A-270 and § 153A-176 allows the County to dispose of personal property belonging to the County, subject to limitations and according to procedures prescribed therein, by public auction.

NOW, THEREFORE, BE IT RESOLVED, by the Lee County Board of Commissioners declares the personal property as surplus and authorizes the following:

1. The County Manager or his/her designee is authorized to receive bids on behalf of the Lee County Board of Commissioners via GovDeals.com for the purchase of the above described property. GovDeals.com is an online platform which conducts public auctions through electronic means.
2. GovDeals.com will begin the sale of the described properties on or about June 30, 2023, and will continue until the described properties are sold. The terms of the sale shall be that the property is sold in its current condition, as is, with no warranty with respect to usability of the property and subject to all terms and conditions of GovDeals.com. The county reserves the right to

delete/remove from the auction or “no sale” the property. The buyer will pay the full amount before the conclusion of the auction and failure to make payment on the day of the auction cancels the buyer’s bid. As one part of the collection/payment process, the buyer must pay a 12.50% Buyers Premium to GovDeals.

3. Bids must be submitted to the GovDeals.com platform, found at www.govdeals.com.
4. The Board of Commissioners authorizes the Clerk to the Board to provide an electronic-only public notice via the County’s website of the electronic public auction in accordance with North Carolina General Statute § 160A-270.
5. Notice shall be published on the County’s website at least 10 days prior to the auction of the property.
6. The highest bid, if it complies with the terms of the sale, may be accepted by the County Manager or his/her designee.

Adopted this 19th day of June, 2023.


Kirk D. Smith, Chairman

ATTEST:


Hailey Hall, Clerk to the Board



LEE COUNTY SENIOR SERVICES

1615 S. THIRD STREET
SANFORD, NC 27330

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732
County: LEE
Budget Period: July 2023 through June 2024
Revision #: _____

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I							
	Direct	Purchase	Block Grant Funding			Required Local Match									Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other																
Transportation (General)	X		\$ 57,000	\$ -	\$ -	\$ 57,000	\$ 6,333	\$ 63,333	\$ -	\$ 63,333	4,953	\$ 12,7874	70	8,000							
Transportation (Medical)		X	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ 333	\$ 3,333	\$ -	\$ 3,333	111	\$ 30,1200	70	1,000							
Congregate Nutrition	X		\$ -	\$ -	\$ 74,000	\$ 74,000	\$ 8,222	\$ 82,222	\$ 13,944	\$ 96,166	5,912	\$ 13,9079	200	17,430							
Home Delivered Meals	X		\$ -	\$ 37,000	\$ -	\$ 37,000	\$ 4,111	\$ 41,111	\$ 5,976	\$ 47,087	2,479	\$ 16,5841	70	7,470							
Information & Case Assistance	X		\$ 61,000	\$ -	\$ -	\$ 61,000	\$ 6,778	\$ 67,778	\$ -	\$ 67,778	-	\$ -	-	-							
Senior Center Operation	X		\$ -	\$ -	\$ 204,605	\$ 204,605	\$ 22,734	\$ 227,339	\$ -	\$ 227,339	-	\$ -	-	-							
Housing & Home Improvement	X		\$ -	\$ -	\$ 28,000	\$ 28,000	\$ 3,111	\$ 31,111	\$ -	\$ 31,111	-	\$ -	-	-							
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-							
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-							
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	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-							
Total			\$ 121,000	\$ 37,000	\$ 306,605	\$ 464,605	\$ 51,622	\$ 516,227	\$ 19,920	\$ 536,147	13,454		410	33,900							

Dorothy P. Daniels
Authorized Signature, Title
Community Service Provider
Date: 6-8-23

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.
Date: 6/8/23

Phyllis D. Miller
Signature, Chairman, Board of Commissioners
Date

Candace Seman
Signature, County Finance Officer
Date

Area Agency on Aging

Triangle J Council of Governments

CERTIFICATION OF REQUIRED MINIMUM LOCAL MATCH AVAILABILITY

Date: 6/8/2023

Fiscal Year: 2024

Agency: **Lee County Senior Services**

Service: **Home & Community Care Block Grant**

Itemization of Commitment:


Required Local Match (total must agree to amount in the Funding Plan)

1. Cash of: \$51,622 _____ provided by: County of Lee
Cash of: _____ provided by: _____
Cash of: _____ provided by: _____
Cash of: _____ provided by: _____

2. Total Local Match: \$51,622 _____

It is understood that funds committed as required minimum local match will be used to match the Home and Community Care Block Grant appropriation and will not be used to match any other federal or state funds during the contractual period.

Print Name and Title: Kirk D. Smith _____ Chair, Lee County Board of Commissioners _____

Signature:  6-19-2023

July 2023 through June 2024

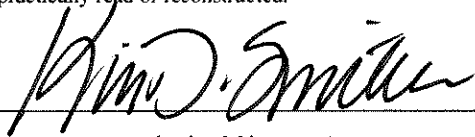
**Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances**

LEE COUNTY SENIOR SERVICES agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
 - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>
Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized “State Grant Certification of No Overdue Tax Debts.”
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)

6-19-2023

(Date)

Contract # 1023-24 Fiscal Year Begins July 1, 2023 Ends June 30, 2024

This contract is hereby entered into by and between the Lee County Department of Social Services (the "County") and Empowering Lives Guardianship Services, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 27-3721789 and DUNS Number (required if funding from a federal funding source).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) State Certification (Attachment M)
- (9) Certification of Eligibility Under the Iran Divestment Act
- (10) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (11) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on July 1, 2023 and shall terminate on June 30, 2024, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 33,000.00. This amount consists of \$ 0 in Federal funds (CFDA # _____), \$ 0 in State Funds, \$0 in County funds

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

In-kind

Cash and In-kind

Cash

Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$ _____

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office 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, post office 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 County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angelina Noel, DSS Director	Name & Title	Angelina Noel, DSS Director
County	Lee	County	Lee
Mailing Address	PO Box 1066	Street Address	530 Carthage Street
City, State, Zip	Sanford, NC 27331	City, State, Zip	Sanford, NC 27331
Telephone	919-718-4690 ext 5257		
Fax	919-718-4634		
Email	anoel@leecountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Stacey Skradski, Member Mgr.	Name & Title	Stacey Skradski, Member Mgr.
Company Name	Empowering Lives Guardianship	Company Name	Empowering Lives Guardianship
Mailing Address	2554 Lewisville Clemmons Rd., Suite 310	Street Address	2554 Lewisville Clemmons Rd., Suite 310
City State Zip	Clemmons, NC 27012	City State Zip	Clemmons, NC 27012
Telephone	336-714-9790 ext. 1001		
Fax	1-855-771-8948		
Email	stacey@empoweringlivesguardianship.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

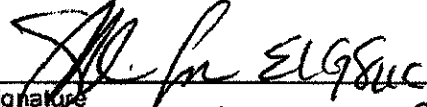
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

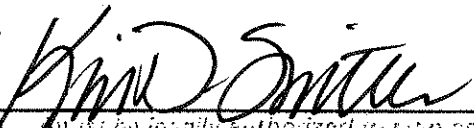
14. Specific Language Not Previously Addressed:

(can be deleted if not needed)


15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

 Signature	6/8/2023 Date
Steven Sarantisie for ELG Suc Printed Name	Owner / Manager Title

COUNTY  Signature <small>(must be legally authorized to sign contracts for County DSS)</small>	6-19-2023 Date
Kirk D. Smith, Chairman of the Lee County Commissioners Printed Name	 Title

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

 Signature of County Finance Officer	6/21/23 Date
--	-----------------

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of 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 North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work

**Federal Tax Id. or SSN 27-3721789
Contract # 1 23/24**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Empowering Lives Guardianship Services, LLC
2. *If different from Contract Administrator Information in General Contract:*
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: Public Private, Not for Profit Private, For Profit

5. Contractor's Financial Reporting Year January through February ~~February~~ **DECEMBER**
correction SC 6/6/23

B. Explanation of Services to be provided and to whom (include SIS Service Code):

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

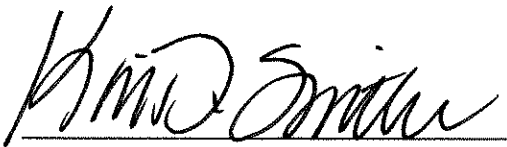
2. Negotiated County Rate.

The Department of Social Services will pay Empowering Lives Guardianship Services, LLC a fee of \$275.00 per ward per month for a maximum of ten (10) wards during fiscal year 2023-2024

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Empowering Lives Guardianship Services, LLC will submit monthly invoices to the Department of Social Services. Invoices received by the 10th of the month will be paid by the last working day of the month. Empowering Lives Guardianship Services, LLC must provide guardianship services to a ward for at least the first day of the month for which payment is requested in order to receive payment for the named ward.

F. Area to be served/Delivery site(s): Lee County citizens to be served.



(Signature of County Authorized Person)

6/19/2023
(Date Submitted)

(Signature of Contractor)

6/8/2023
(Date Submitted)


FEDERAL CERTIFICATIONS

The undersigned states that:

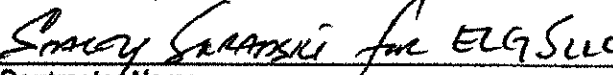
1. He or she is the duly authorized representative of the Contractor named below;
 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
 4. [Check the applicable statement]
 - He or she has completed the attached **Disclosure Of Lobbying Activities** because the Contractor has made, or has an agreement to make, a payment to a lobbying entity 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 a covered Federal action;


OR

 - He or she has not completed the attached **Disclosure Of Lobbying Activities** because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.


Signature


Title


Contractor Name


Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

STATE OF NC

City, State, Zip Code

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. Bid/offer/application
- b. Initial Award
- c. Post-Award

3. Report Type:

- a. initial filing
- b. material change

For Material Change Only:

Year _____ Quarter _____

Date Of Last Report: _____

4. Name and Address of Reporting Entity:

- Prime
- Subawardee Tier (if known) _____

Congressional District (if known) _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prim

Congressional District (if known) _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number (if applicable) _____

8. Federal Action Number (if known)

9. Award Amount (if known) \$

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

\$ _____ actual planned

13. Type of Payment (check all that apply):

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other; specify: _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind; specify: Nature _____ Value _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):

15. Continuation Sheet(s) SF-LLL-A attached:

- Yes
- No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NC
County Forsyth

I, _____, Notary Public for said County and State, certify that

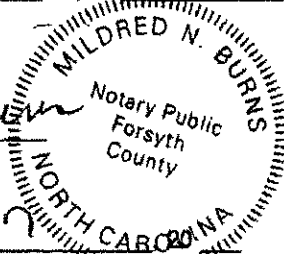
Stacy Szepanski personally appeared before me this day and acknowledged

that he/she is OWNER/MANAGER of EMPOWERING LIVES GUARDIANSHIP SERVICES LLC [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 8 day of June, 2023

Sworn to and subscribed before me this 8 day of June, 2023

Mildred N. Burns
(Official Seal)



Notary Public

My Commission expires 10-4-2027

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

EMPOWERING LIVES GUARDIANSHIP SERVICES LLC
Name of Organization

[Signature]
Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict – The minutes of the governing board and all committees with board delegated powers shall contain:

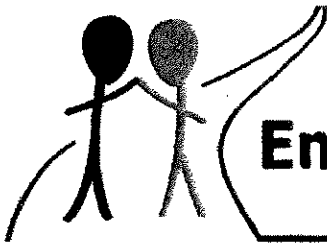
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## EMPOWERING LIVES GUARDIANSHIP SERVICES LLC
Name of Organization

 ELG LLC
Signature of Organization Official

6/6/2023
Date



Empowering Lives

Guardianship Services, LLC

Forsyth Office:
2554 Lewisville-Clemmons Rd., Ste 310,
Clemmons, NC 27012
(336) 714-9790

Wake Office:
1110 Navaho Drive, Ste. 304, Raleigh, NC 27609
(919) 799-2223

State Grant Certification – No Overdue Tax Debts

TO: State Agency Head and Chief Fiscal Officer

Certification:

I certify that Empowering Lives Guardianship Services, LLC, does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

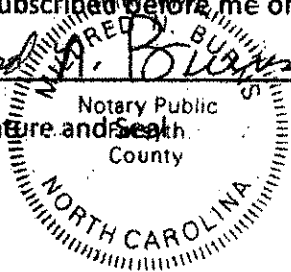
Stacey Skradski, being duly sworn say that I am the owner/manager of Empowering Lives Guardianship, LLC, of Clemmons in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action

Owner/Manager

Sworn and subscribed before me on the day of the date of said certification.

My Commission Expires: 10-4-2007

Notary Signature and Seal
Notary Public
Seal
County



This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: ELGS Contract Number: _____ Date: 6/6/2023

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
<p>1. Has a relationship been initiated Select allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?</p>		<p><input checked="" type="radio"/> YES—Go to Question 2. <input type="radio"/> NO—Stop. There is no business associate relationship.</p>
<p>2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?</p>	<p>NOTE: The sharing of individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)</p>	<p><input checked="" type="radio"/> YES—Go to Question 3. <input type="radio"/> NO—Stop. There is no business associate relationship.</p>
<p>3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?</p>	<p>NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.</p>	<p>YES--Go to Question 4. NO—Stop. There is no business associate relationship.</p>
<p>4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?</p>	<p>NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.</p>	<p><input checked="" type="radio"/> YES—Stop. There is not business associate relationship.</p>
<p>5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health</p>	<p>Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management</p>	<p>YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable</p>

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

Contractor's
Authorized Agent: Signature: [Signature]
Printed Name: Stacey Seregosi

Date: 6-8-2023

Witness: Signature: [Signature]
Printed Name: Mildred N. Buons

Title: Owner/Manager

Date: 6-8-2023

Title: Owner/Manager

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

The County of Lee North Carolina

Vendor/Contractor Name: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

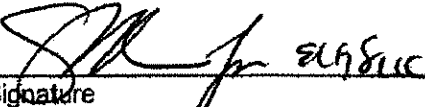
**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.


Signature

Simeon Skradski for ELGS LLC
Printed Name

6/8/2023
Date

Owner/Manager
Printed Title

CONTRACT PROVIDER NAME: Empowering Lives
CONTRACT NUMBER: N/A
CONTRACT PERIOD: 7/1/2023-6/30/2024
PROVIDER'S FISCAL YEAR: 1/1/2023-12/31/2023

**CONTRACT DETERMINATION QUESTIONNAIRE
 (PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization—either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		x
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		x
3 Does the provider provide administrative functions such as Program Planning?		x
4 Does the provider provide administrative functions such as Monitoring?		x
5 Does the provider provide administrative functions such as Program Evaluation?		x
6 Does the provider provide administrative functions such as Program Compliance?		x
7 Is provider performance measured against whether specific objectives are met?		x
8 Does the provided have responsibility for programmatic decision making?		x
9 Is the provider objective to carry out a public purpose to support an overall program objective?		x
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		x
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		x
12 Does the provider operate in a noncompetitive environment?		x
13 Does the provider provide these or similar goods and/or services only to the funding agency?		x
14 Does the provide these or similar goods and/or services outside normal business operations?		x
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Stephen Blews

Signature of Authorized Programmatic Individual



Signature of Authorized Administrative Individual

DATE

6/9/2023
DATE

This CONTRACT made and entered into this the 19th day of June, 2023, by and between the County of Lee, one of the 100 counties of the State of North Carolina and a body politic and corporate, hereinafter referred to as COUNTY, and the Sanford-Lee County Partnership for Prosperity, doing business as Sanford Area Growth Alliance, a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as SAGA.

WITNESSETH

WHEREAS, Chapter 158 of the North Carolina General Statutes authorizes counties to engage in economic development activities; and,

WHEREAS, North Carolina General Statute §153A-449 authorizes counties to contract with and appropriate money to a corporation to carry out any public purpose that a county is authorized by law to perform; and,

WHEREAS, it is the desire of the Lee County Board of Commissioners that the County should engage in economic development activities and that SAGA should be employed to undertake such activities on behalf of the County; and,

WHEREAS, SAGA, by action of its Board of Directors, has indicated its willingness to perform such activities on behalf of the County; and,

WHEREAS, both parties desire a written memorandum of their agreement.

NOW, THEREFORE, in consideration of the premises, the sums to be paid, and the mutual promises herein set out, the parties have mutually agreed as follows:

1. County hereby engages SAGA to carry out a program of economic development in keeping with the authority granted to it by Chapter 158 of the North Carolina General Statutes and SAGA accepts such engagement and promises to perform and carry out such a program.
2. County agrees to make an annual budgetary appropriation to pay for the services provided by SAGA to include the recruitment of new industry, business retention and expansion, marketing of Lee County and business/industrial sites and any other activity, which is considered typical for an economic development agency to provide to a County.
3. In consideration for making the annual budgetary appropriation, the County will appoint three members to the SAGA Board of Directors at their sole discretion and consistent with County Policy on Board Appointments. Based on the County's level of funding, the Board of Commissioners will review this on an annual basis.
4. One of the Board members appointed to the Board of Directors shall be an elected County Commissioner. The Board of Commissioners can also elect an alternate Commissioner to serve on the SAGA Board of Directors. The alternate Commissioner can attend all meetings of the Board of Directors but shall not vote on any matters, unless the appointed Commissioner is absent.

5. The other members appointed to the SAGA Board of Directors by the Board of Commissioners shall be private citizens.
6. Lee County and SAGA agree to participate and plan an annual meeting that will include the City of Sanford and the Town of Broadway. At this meeting, SAGA will deliver a report to all three boards detailing the activities of SAGA. SAGA or any of the three local governments may propose additional meetings as needed. In addition, on an annual basis, SAGA will include an annual economic outlook report as well as a review of the successes achieved by SAGA. SAGA will also provide a monthly written report to the Lee County Board of Commissioners as an update on the activities of SAGA. The SAGA Director and/or the Economic Development Director will appear before the County Commissioners to give updates and seek support for projects in the County as needed.
7. Continue to operate a joint community and economic development office in the Old Buggy Factory in downtown Sanford in order to foster cooperation amongst Lee County, the City of Sanford and the Town of Broadway. The Old Buggy Factory will continue to be a "one stop shop" for the economic development growth of the community, as long as all parties agree to the continued relationship.
8. SAGA agrees to the following:
 - a. To select, supervise and evaluate the performance of the SAGA staff to ensure that the delivery of an effective Economic Development Program. SAGA will provide an updated list of staff to the Clerk to the Board of Commissioners annually or anytime there is a change in staff.
 - b. To direct the Economic Development staff to develop and implement an effective economic development program. The SAGA Board of Directors will monitor the results of the program and develop action plans to help develop job growth and investment in Lee County. Addendum A includes a list of current SAGA Board of Directors.
 - c. To follow the County's Economic Development Investment Guidelines in dealing with incentives to industry and businesses. The Executive Director will take the project before the SAGA Board of Directors or Executive Board for a recommendation. All recommendations, favorable or unfavorable, will be forwarded to the Lee County Board of Commissioners for their consideration, once recommended by the SAGA Economic Development Committee and/or the SAGA Executive Board of Directors and/or the SAGA Board of Directors. The recommendation of the SAGA Executive Committee will be provided in writing to the Lee County Board of Commissioners before the public hearing is held on a potential project.
 - d. To cooperate fully with all agencies located in Lee County whose goal is to grow the Town of Broadway, City of Sanford, and Lee County. These groups include, but are not limited to, the Sanford Area Chamber of Commerce, Lee County Board of Education, City of Sanford Downtown Development Corp., and Central Carolina Community College.
 - e. To keep accurate, thorough, and detailed records of the expenditure of funds appropriated by the County for economic development. Annually, SAGA will provide an

annual budget request to the County Manager. The annual budget request will be the financial plan that addresses SAGA's efforts to recruit new industry and retain existing industry. The budget is due to the County Manager by March 15th of each year.

- f. SAGA will provide an audit every other year to the Board of Commissioners. The years an audit is not provided, their auditor will conduct a financial review and a copy will be provided to the Commissioners. For fiscal years in odd numbered years, a financial review will be conducted, for fiscal years in even numbered years an audit will be conducted. Either the financial report or the audit will be due to the Commissioners by December 31st of each year.
 - g. SAGA will establish an audit committee that will work with SAGA's auditor to complete the annual audit. The audit committee currently consists of the treasurer of SAGA Board of Directors, the Lee County Manager, the Town of Broadway Manager and the City of Sanford Manager.
 - h. SAGA may submit an annual Capital Improvements Plan to the Board of Commissioners which outlines the infrastructure needs of the County for economic development purposes over the next five (5) year period. Any capital improvement item over \$500,000.00 which the SAGA Board of Directors wants the Board of Commissioners to consider must go through the CIP process. Any capital funding less than \$500,000.00 will be included in SAGA's annual budget request submitted to the Board of Commissioners. SAGA can, during the fiscal year, come and request additional capital funding if projects present themselves that will stimulate economic development and growth in the County.
 - i. To apprise the Board of Commissioners and the County's Clerk of all job announcements before media is contacted for the purpose of a public announcement.
 - j. To cooperate fully with the County's auditors in their annual examination of county expenditures.
 - k. To abide by the North Carolina Non-Profit Corporation Act, Chapter 55A of the North Carolina General Statutes.
9. The annual appropriation to SAGA in FY 2023-2024 will be \$355,970. The appropriation of funds by the County for subsequent fiscal years and the acceptance of the same by SAGA shall renew or extend this agreement for such fiscal year. As required by the Local Government Budget Fiscal Control Act, this agreement is subject to the annual appropriation clause of the Act.
10. This agreement becomes effective July 1, 2023.

IN WITNESS WHEREOF, County has caused this instrument to be executed in its name by the Chairman of the Board of Commissioners for said County and attested by the Clerk of said board, and its County seal to be affixed, all by authority of its Board of Commissioners, first duly given; and SAGA has caused this instrument to be executed in its name by its President for said County and attested by its Secretary, and its corporate seal to be affixed, all by authority of its Board of Directors, first duly given, both effective as of the 19th day of June, 2023.



LEE COUNTY BOARD OF COMMISSIONERS

By: *Kim D. Smith*

Hailey Hall
Hailey Hall
Clerk to the Board



SANFORD AREA GROWTH ALLIANCE

By: *Jim H. Landolt*

ATTEST:

Walter W. J.
Secretary

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

Candace Homan
Finance Officer, Lee County

Addendum A

The 2022-2023 SAGA Board of Directors currently consists of:

1. Jody Albright, Central Electric Membership Corporation
2. Donald Andrews, Mayor, Town of Broadway
3. Todd Baker, Carter Bank & Trust
4. David Bernard, Lee County Board of Commissioners Appointee
5. Kirk Bradley, Lee-Moore Capital Company
6. Otto Breitschwerdt, Caterpillar, Inc.
7. Dr. Andy Bryan, Lee County Schools
8. Byron Buckles, Sanford City Council
9. Bill Carver, Lee County Commissioners
10. Dr. Lisa Chapman, Central Carolina Community College
11. Joe Clancy, Express Employment Professionals
12. Tom Darden, Cherokee Land Company
13. Alan Dossenbach, Dossenbach's Finer Furniture
14. Indira Everett, Duke Energy
15. Chris Fensterle, Central Carolina Hospital
16. Dr. Jim Foster, Farm Bureau
17. John Godfrey, Town of Broadway
18. Tina Gross, Gross Farms
19. Scott Hadley, Lee & Associates Commercial Real Estate Services
20. Hal Hegwer, City of Sanford
21. Bob Heuts, Raleigh Executive Jetport
22. Jimmy Keen, Truist
23. Carter Keller, Carolina Commercial Contractors
24. Steve Malloy, Adcock & Associates
25. Chet Mann, CMG Financials
26. Joni Martin, Progressive Contracting Company, Inc.
27. Charles Mellette, Christian Provision Ministries
28. Lisa Minter, Lee County Government
29. April Montgomery, REAP HOLDINGS LLC
30. Ryan Murphy, Rodeco Company
31. Donnie Oldham, Sanford Contractors
32. Richard Oldham, Sanford Contractors
33. Ella Pantaleon, Multitech Mechanical
34. Jerry Pedley, Mertek Solutions, Inc.
35. Julian Philpott, Central Carolina Community College
36. Jay Rapp, Helix Ventures
37. Rebecca Salmon, Mayor, City of Sanford
38. Kirk Smith, Lee County Board of Commissioners
39. Dr. Bill Stone, NC Cooperative Extension-Lee County Center
40. Rich Trogdon, First Bank
41. Charlie Welborn, DMJPS
42. Bill Wilson, Wilson, Reives, Silverman & Doran, PLLC
43. Sherry Lynn Womack, Lee County Board of Education

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 6/19/23/17
 DATE: June 19, 2023

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Parks and Rec	1100-3612-35251	Gymnastics	130,000	70,000	200,000
Parks and Rec	1100-3612-38200	Rent	25,000	10,000	35,000
Fund Balance	1100-3990-39900	Fund Balance	6,188,547	117,000	6,305,547
TOTAL CHANGES				197,000	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Parks and Rec	1100-6120-43100	Professional Services	98,000	80,000	178,000
Sheriff's Office	1100-4310-44250	Vehicle Gas and oil	157,679	60,000	217,679
Sheriff's Office	1100-4314-43510	Telephone	-	12,000	12,000
Jail	1100-4320-44140	Food Supplies	450,500	45,000	495,500
TOTAL CHANGES				197,000	

SECTION III. THE FOLLOWING MOORE CENTER PROJECT FUND (4840) EXPENSE INCREASES ARE HEREBY APPROVED:


DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Moore Center Project	4840-8100-46100	Issuance Cost	90,056	58,987	149,043
TOTAL CHANGES				58,987	

SECTION IV THE FOLLOWING MOORE CENTER PROJECT FUND (4840) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Moore Center Project	4840-8100-46300	General Construction	3,655,275	58,987	3,596,288
TOTAL CHANGES				58,987	


 KIRK SMITH, CHAIR




 HAILEY HALL, CLERK TO THE BOARD

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Classification
201	41,456	52,856	64,257	Communications Dispatcher

This page and next three pages were approved and incorporated into the FY 2023-2024 Budget Ordinance on June 19, 2023.

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Classification
302	44,107	56,236	68,366	Administrative Detention Officer Detention Officer Detention Officer/Transportation Officer
303	46,312	59,048	71,784	
304	48,628	62,000	75,373	
305	51,059	65,100	79,142	Detention Officer (BLET)
306	53,612	68,356	83,099	Detention Sergeant
307	56,293	71,773	87,254	
308	59,107	75,362	91,617	Detention Sergeant (BLET)
309	62,063	79,130	96,197	Detention Lieutenant
310	65,166	83,087	101,007	
311	68,424	87,241	106,058	Detention Lieutenant (BLET)
312	71,845	91,603	111,360	Detention Captain
313	75,437	96,184	116,928	
314	79,209	100,993	122,775	Detention Captain (BLET)
315	83,170	106,042	128,913	

LEE COUNTY CLASSIFICATION AND PAY PLAN

Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Classification
101	45,120	57,528	69,936	
102	47,376	60,404	73,432	
103	49,745	63,424	77,104	
104	52,232	66,595	80,959	Deputy Sheriff Deputy Sheriff - CRO Deputy Sheriff - SRO
105	54,843	69,925	85,007	
106	57,586	73,422	89,258	
107	60,465	77,093	93,720	
108	63,488	80,947	98,406	Deputy Sheriff Sergeant - Civil
109	66,662	84,995	103,327	Animal Control Sgt Deputy Sheriff Sergeant - Detective Deputy Sheriff Sergeant - Narcotics Deputy Sheriff Sergeant - Patrol Deputy Sheriff Sergeant - SRO
110	69,996	89,244	108,493	Deputy Sheriff Lieutenant - Civil Process
111	73,495	93,707	113,918	Deputy Sheriff Captain - Civil Process Deputy Sheriff Lieutenant - Community Relations Deputy Sheriff Lieutenant - Detective Deputy Sheriff Lieutenant - Narcotics Deputy Sheriff Lieutenant - Patrol Deputy Sheriff Lieutenant - SRO
113	81,029	103,311	125,594	Captain Field Operations/Training Coordinator Captain Professional Standards Deputy Sheriff Captain - Narcotics Deputy Sheriff Captain Detective

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Classification
114	85,080	108,477	131,874	Deputy Sheriff Major - Field Operations
117	98,491	125,576	152,661	Chief Deputy Sheriff

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 6/19/23/18
 DATE: June 19, 2023

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenue	1100-3930-38566	Subscription Proceeds	-	1,619,714	1,619,714
Y & A SERVICES	1100-3583-34810	NCDJDP Grant	205,084	730	205,814
Other Revenue	1100-3930-38565	Lease Proceeds	-	9,600	9,600
TOTAL CHANGES				<u>1,630,044</u>	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
JCPC	1100-5834-43960	Contracted Services	198,944	730	199,674
Commissioners	1100-4110-46700	Capital Outlay Subscriptions	-	17,559	17,559
Administration	1100-4120-46700	Capital Outlay Subscriptions	-	1,420	1,420
Finance	1100-4130-46700	Capital Outlay Subscriptions	-	14,524	14,524
Tax	1100-4143-46700	Capital Outlay Subscriptions	-	1,876	1,876
Tax	1100-4144-46700	Capital Outlay Subscriptions	-	117,746	117,746
Clerk of Court	1100-4160-46700	Capital Outlay Subscriptions	-	7,172	7,172
Elections	1100-4172-46700	Capital Outlay Subscriptions	-	61,418	61,418
IT	1100-4210-46700	Capital Outlay Subscriptions	-	1,122,814	1,122,814
Sheriff's Office	1100-4310-46700	Capital Outlay Subscriptions	-	143,814	143,814
Jail	1100-4320-46700	Capital Outlay Subscriptions	-	21,670	21,670
Emergency Services	1100-4371-46700	Capital Outlay Subscriptions	-	20,727	20,727
Health	1100-5100-46700	Capital Outlay Subscriptions	-	24,203	24,203
Environmental Health	1100-5109-46700	Capital Outlay Subscriptions	-	3,510	3,510
DSS	1100-5312-46700	Capital Outlay Subscriptions	-	57,430	57,430
Library	1100-6110-46700	Capital Outlay Subscriptions	-	3,831	3,831
INT Service	1100-4131-46600	Capital Outlay Leases	-	9,600	9,600
Debt Service	1100-9100-45103	Interest-Leases	-	3,302	3,302
Debt Service	1100-9100-45203	Principal-Leases	-	138,255	138,255
TOTAL CHANGES				<u>1,771,601</u>	

SECTION III THE FOLLOWING GENERAL FUND (1100) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
INT Service	1100-4131-43230	Copier Expense	69,300	64,761	4,539
INT Service	1100-4131-43520	Postage	4,000	1,992	2,008
Registrar of Deeds	1100-4180-43220	Rent-Equipment	1,180	982	198
Sheriff's Office	1100-4310-43220	Rent-Equipment	1,200	911	289
Cooperative Extension	1100-4950-44200	EDP Supplies	3,194	3,194	0
Social Services	1100-5312-43230	Copier Expense	27,755	27,755	0
Social Services	1100-5312-43220	Rent-Equipment	4,655	4,655	0
Parks and Recreation	1100-6120-43210	Rent	37,307	37,307	0
TOTAL CHANGES				<u>141,557</u>	0



Kirk Smith
 KIRK SMITH, CHAIR

Hailey Hall
 HAILEY HALL, CLERK TO THE BOARD



NORTH CAROLINA
Department of Transportation

NCDOT Updates – Lee County Commissioners

Lisa Mathis – Board of Transportation, Division Eight

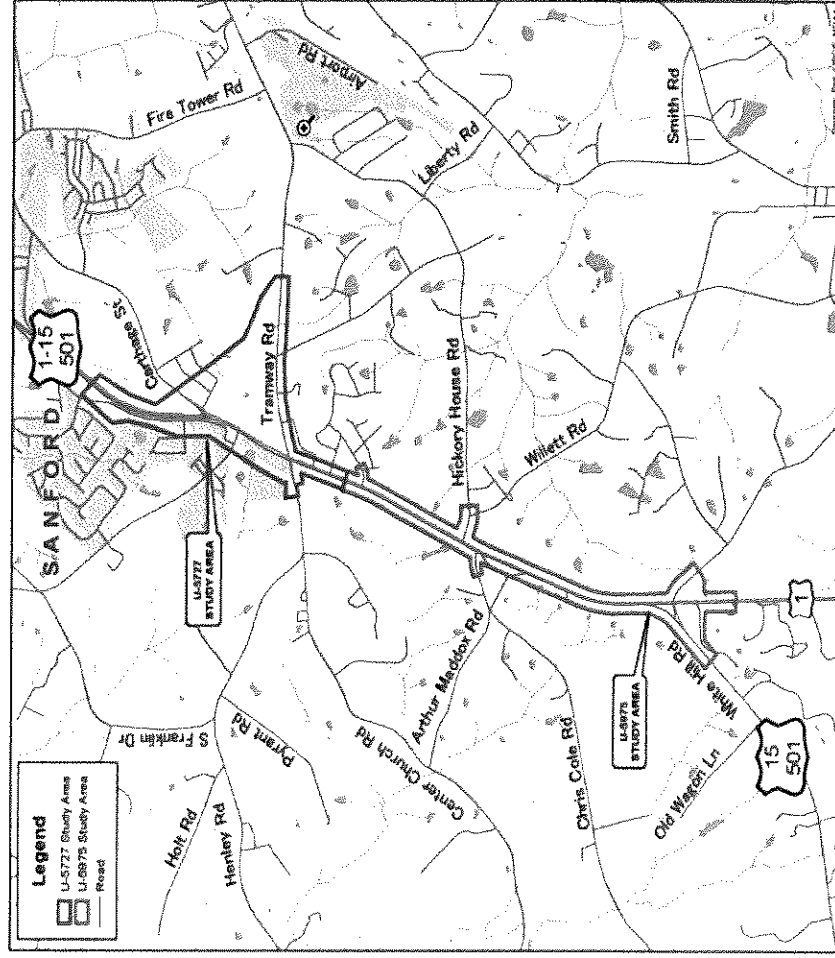
Patrick Norman, PE - Division Eight Engineer

June 19, 2023

Connecting people, products and places safely and efficiently with customer focus, accountability and environmental sensitivity to enhance the economy and vitality of North Carolina

Project Updates

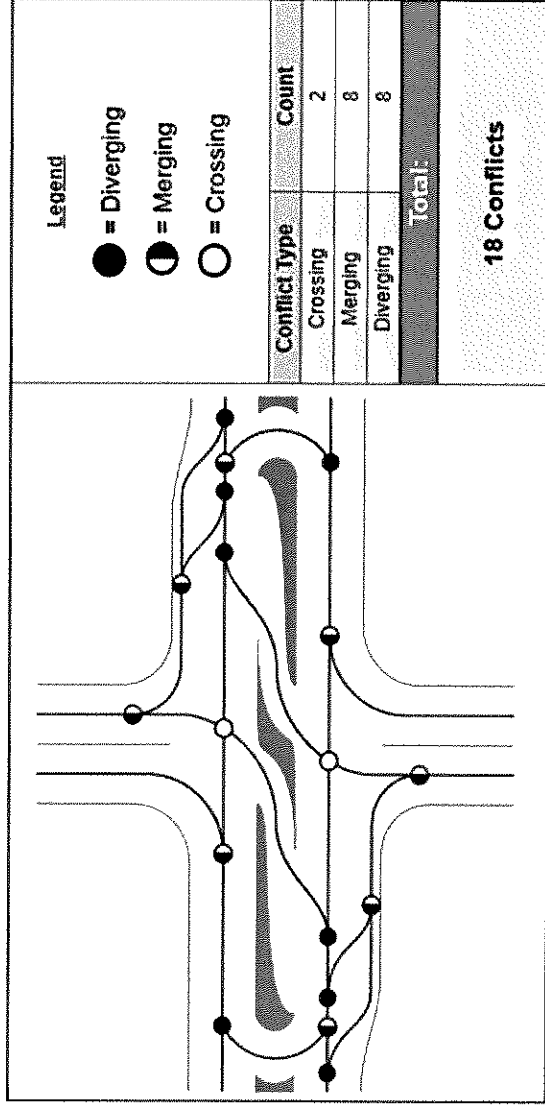
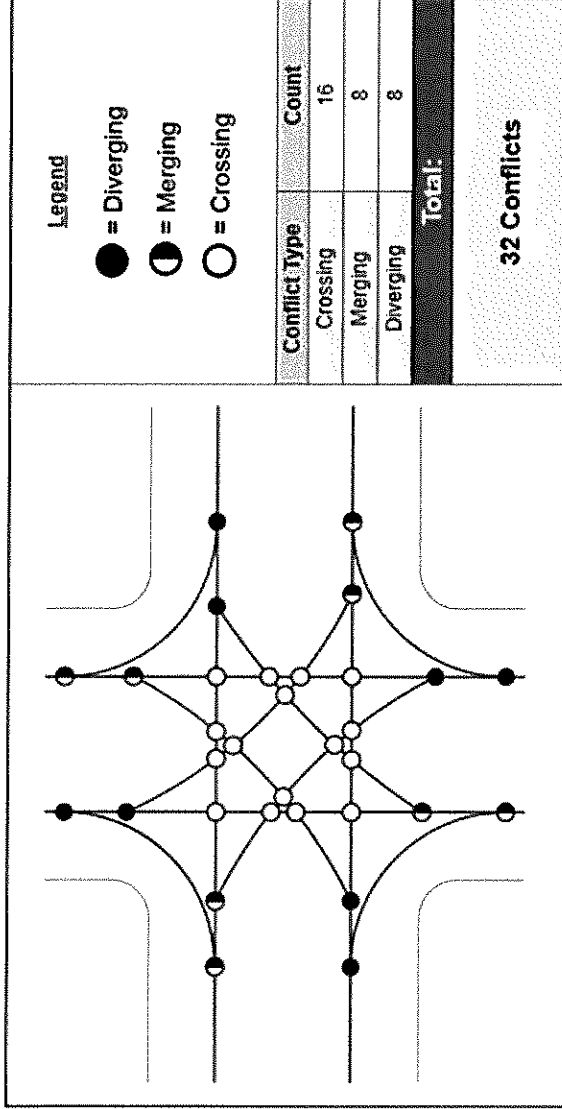
U-5727/U-5975 – US 15-501 in Tramway Project Description: Improvements to US 15-501 from White Hill Road to North of Carthage Street and relocation of NC 78 (Tramway Road)



- Right of Way acquisition ongoing
- Duke Energy (Power) and Telecom Utility Relocation target completion prior to 2024 US Open
- Project Letting (Construction) August 2025

Benefits of Reduced Conflict Intersections

- Simplifies overall traffic movement along corridor
- Reduces the risk of collisions along the corridor
- Improve safety for motorists and pedestrians
- Can accommodate more traffic without increased delays
- Allow for a city or the N.C. Department of Transportation to adjust the timing of traffic signals to control the speed at which drivers move through the corridor
- Require less right of way or property impacts than adding travel lanes or building interchanges and overpasses



Bicycle Accommodations

Figure 1. Sheet 4
Bicycle Map



LEE COUNTY Comprehensive Transportation Plan

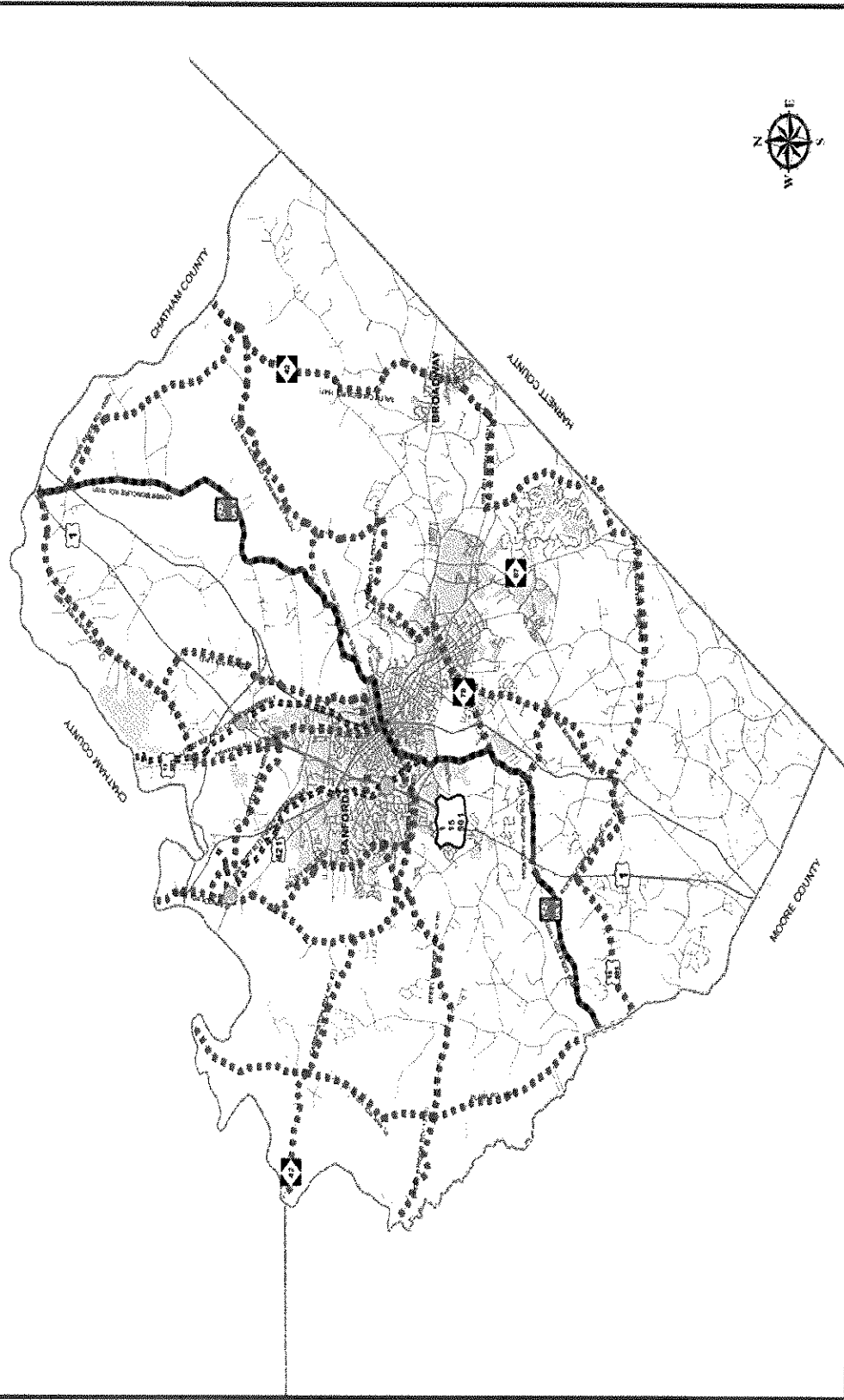
Plan date: October 8, 2007

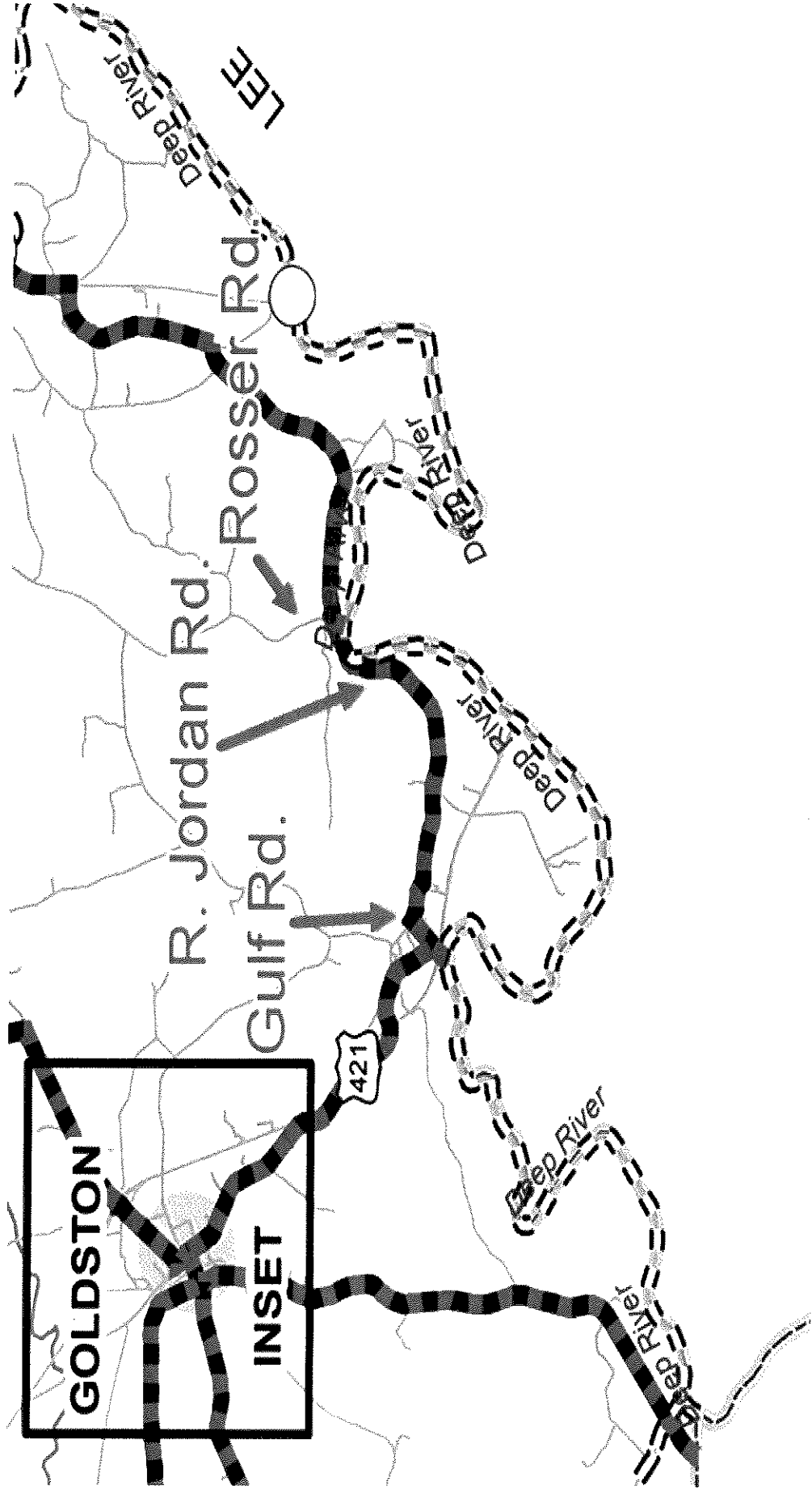
Bicycle Routes

- On-road**
 - Existing
 - Needs Improvement
 - Recommended
- Off-road**
 - Existing
 - Needs Improvement
 - Recommended
- Existing Grade Separation
- Proposed Grade Separation



Sheet 4 of 5
Base map date: January 2006
Refer to CTP document for more details

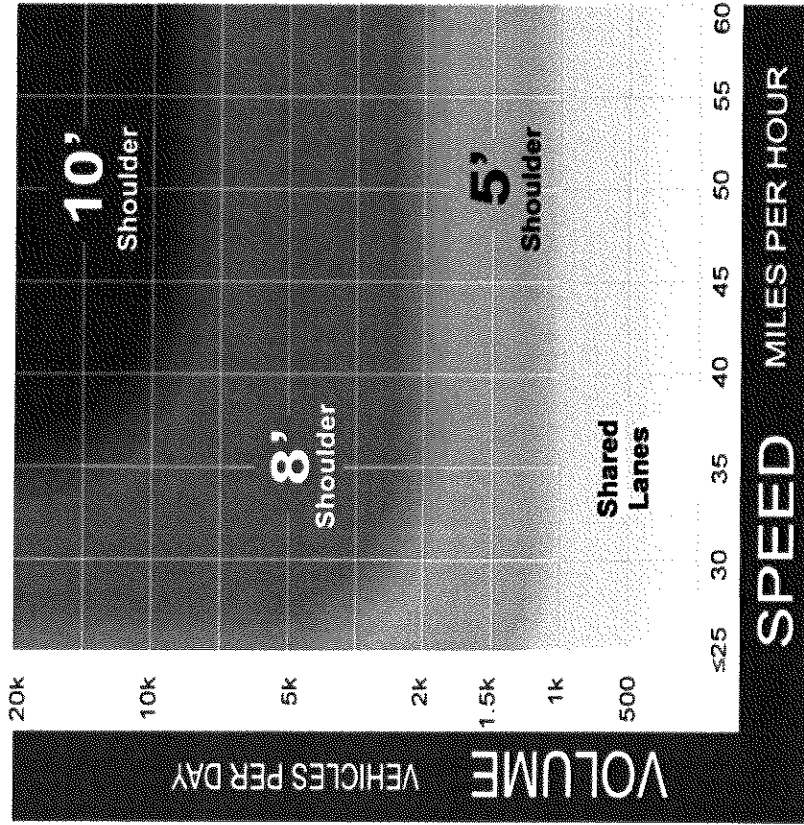




Route Overview – Existing Conditions

COUNTY	ROAD	ROAD NAME	AVERAGE			PAVED SHOULDER	PAVEMENT	CONDITION	AVAILABLE	
			ADT	LANE WIDTH	PAVED SHOULDER				SHOULDER EXPANSION	WITHIN CTP BIKE PLAN
Chatham	SR 2153	Rosser	300	9'	0	Chip Seal	Fair/Good	2'	No	
Chatham	SR 2139	Gulf	400	9'	0	Chip Seal	Very Good	2'	Yes	
Chatham	SR 2145	R Jordan	200	9'	0	Chip Seal	Good	2'	Yes	
Lee	SR 1400	Cumnock	3200	12'	0-2'	Asphalt	Very Good	0	Yes	
Lee	SR1403	Cotton	750	11'	1'	Asphalt	Fair	0	Yes	
Lee	SR 1002	Lower Moncure	1100	12'	0-1'	Asphalt	Poor	2'	Yes	
Lee	SR 1415	Colon	2600	12'	1'	Asphalt	Good	4'	Yes	
Lee	SR 1422	Osgood	600	9'	0	Chip Seal	Fair/Poor	4'	No	
Lee	SR 1418	Post Office	700	9-10'	0	Asphalt/ Chip Seal	Fair	4'	No	
Lee	SR 1416	Riddle	500	10'	0	Asphalt/Chip Seal	Fair	2'	No	

Figure 10: Preferred Shoulder Widths for Rural Roadways



Rural Route Recommendations

- Low Volume/Low Speed Routes – shared lanes
- Recommended Widths increase with increased volume and speeds
- Roadside obstructions need to be limited
 - Mailboxes
 - Rumble Strips
 - Utility Features (poles/pedestals)

Notes

- 1 This chart assumes the project involves reconstruction or retrofit in constrained conditions. For new construction, follow recommended shoulder widths in the AASHTO Green Book.
- 2 A separated shared use pathway is a suitable alternative to providing paved shoulders.
- 3 Chart assumes operating speeds are similar to posted speeds. If they differ, use operating speed rather than posted speed.
- 4 If the percentage of heavy vehicles is greater than 5%, consider providing a wider shoulder or a separated pathway.

Opportunities for Bike Project Funding

- Submittal Through Prioritization
 - STIP Project (local match required)
 - Federal Transportation Alternatives Funding (TAP)
- Inclusion in Maintenance Program Project
 - Contract Resurfacing Project (widen to include paved shoulders)
 - No ability to buy right of way
 - May not meet minimum desired widths for bicycle facilities
- High Impact/Low-cost Project
 - Similar to Contract Resurfacing Projects
 - Limited ability to purchase right of way
 - Likely coupled with another project funding source
- Inclusion in Plan/Demand

NC 87 @ Carolina Trace

NC 87 Improvements Made Since 2017

Lee County

- 2017 - Install edgeline rumble strips, 6" markings, snow plowable pavement markers (reflectors)
- 2021 - Install flashing yellow arrow phase at NC 87 and Cox Maddox, and Frank Wicker Roads
- 2022 - Install "Prepare to Stop When Flashing" signs and flashers in advance of NC 87 and Frank Wicker/Traceway South Intersection

Harnett County

- 2017 - Upgrade traffic signal at Broadway Road to add near side heads and "Signal Ahead" advance warning signs
- 2018 - Construct right turn lane and dual left turn lanes at Buffalo Lake Road and add protected phasing

NC 87 Speed Study Results

Direction	NB Inner	NB Outer	SB Inner	SB Outer
Posted Speed	55	55	55	55
Median Speed	62	58	61	57
Mean Speed	61.8	57.4	61.7	56.9
Pace Speed	57-66	55-64	58-67	53-62
High Speed	82	76	80	70
Low Speed	48	40	50	38
85 th Percentile Speed	69	65	67.15	62
% Vehicles above Speed Limit	81.5%	62.9%	87.0%	61.4%

Red Light Running – NC 87/Traceway Drive

Time of Day & Direction	Red Light Runners - Approximate Time Into Red (All Vehicles)					Grand Total
	0 second	1 second	2 second	3 second	4 second	
4A-7A (Early AM)	4	7	1	0	0	12
NB	2	4	1	0	0	7
SB	2	3	0	0	0	5
7A-10A (AM Peak)	4	6	4	0	0	14
NB	3	3	1	0	0	7
SB	1	3	3	0	0	7
10A-2P (Lunch)	7	12	2	0	1	22
NB	5	6	0	0	1	12
SB	2	6	2	0	0	10
2P-5P (Midafternoon)	0	10	1	0	0	11
NB	0	2	1	0	0	3
SB	0	8	0	0	0	8
5P-8P (PM Peak)	3	11	1	2	0	17
NB	2	7	0	0	0	9
SB	1	4	1	2	0	8
Grand Total (All Hours)	18	46	9	2	1	76
NB	12	22	3	0	1	38
SB	6	24	6	2	0	38

Time of Day & Direction	Red Light Runners - Approximate Time Into Red (Trucks Only)					Grand Total
	0 second	1 second	2 second	3 second	4 second	
4A-7A (Early AM)	1	1	0	0	0	2
NB	0	1	0	0	0	1
SB	1	0	0	0	0	1
7A-10A (AM Peak)	1	2	0	0	0	3
NB	1	1	0	0	0	2
SB	0	1	0	0	0	1
10A-2P (Lunch)	1	4	0	0	0	5
NB	1	1	0	0	0	2
SB	0	3	0	0	0	3
2P-5P (Midafternoon)	0	2	1	0	0	3
NB	0	0	1	0	0	1
SB	0	2	0	0	0	2
5P-8P (PM Peak)	0	1	0	0	0	1
NB	0	0	0	0	0	0
SB	0	1	0	0	0	1
Grand Total (All Hours)	3	10	1	0	0	14
NB	2	3	1	0	0	6
SB	1	7	0	0	0	8

Next Steps

- Increase/Coordinate Additional Enforcement
 - Highway Patrol
 - Lee/Harnett County Sheriff's Office
- Continue to Review/Implement Countermeasures
- Additional Public Outreach?
- Identify Project(s) for Funding Considerations

Contact Us

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(910) 773-8000

Lisa Mathis
Board of Transportation – Division Eight

bot-lmathis@ncdot.gov

(919) 770-1534



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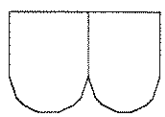
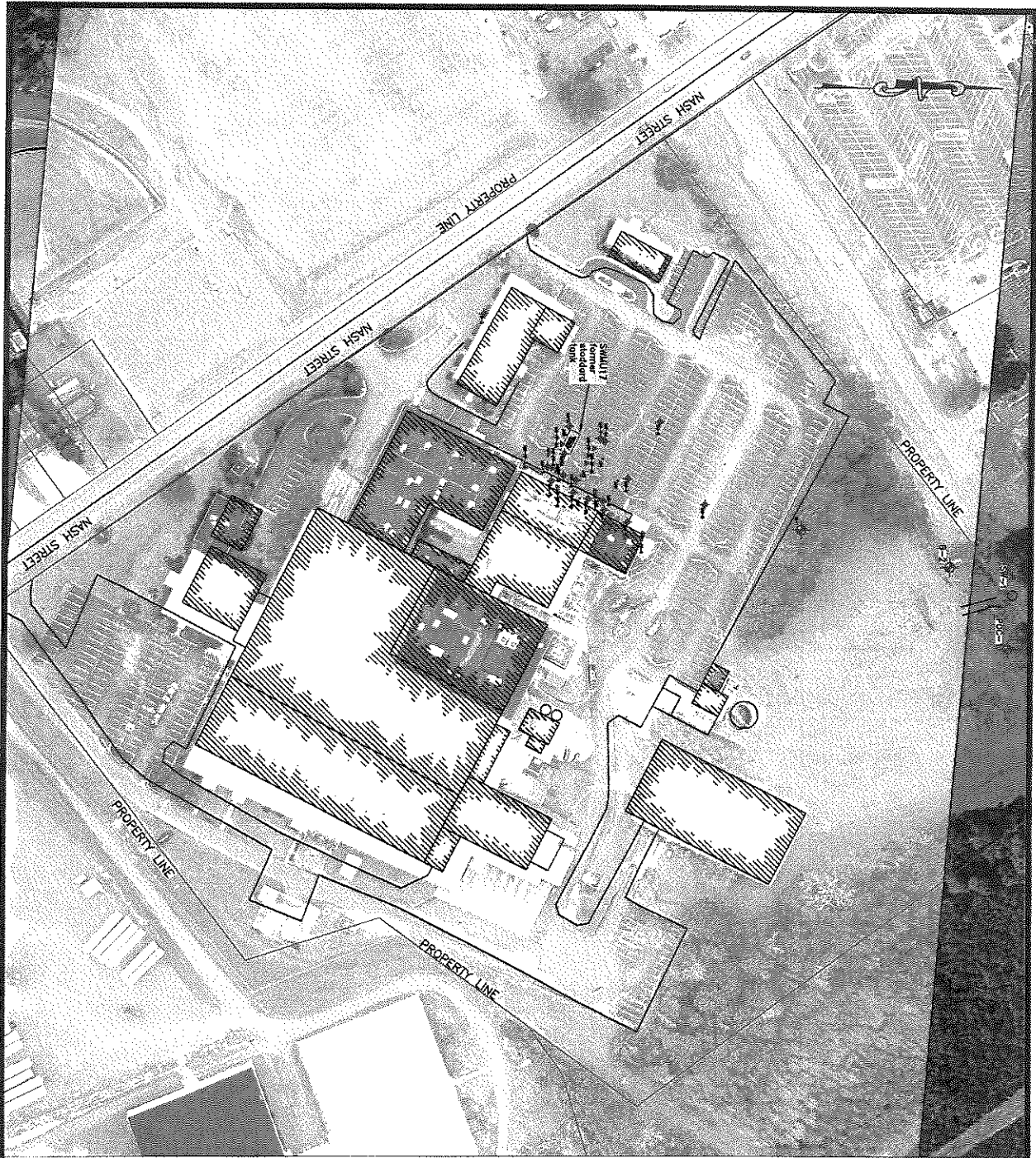


NCDOTcommunications

ncdot_comm

Thank you!

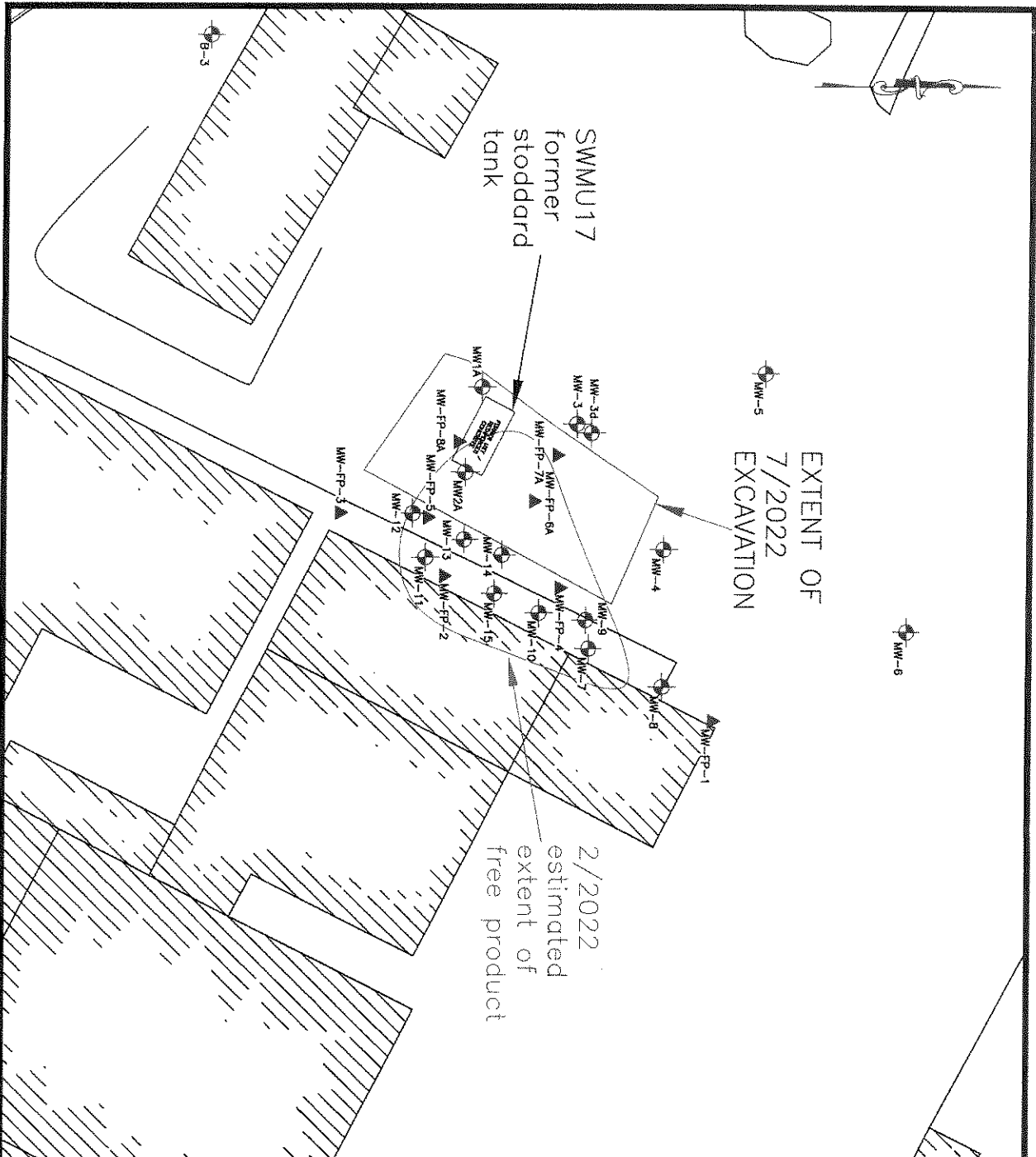




- LEGEND**
- ▲ TYPE II MONITORING WELL
 - ▲ FREE PRODUCT MONITORING WELL



MARELLI NORTH CAROLINA USA LLC 2101 NASH ST, SANFORD, NC 27330		SANFORD, NC	
LEE COUNTY GOVERNMENT		SANFORD, NC	
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SCALE: 1" = 125'	DRAWN BY: RDK	DATE: 5/4/23	

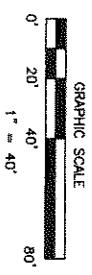


EXTENT OF
7/2022
EXCAVATION

2/2022
estimated
extent of
free product

LEGEND

- TYPE II MONITORING WELL
- FREE PRODUCT ASSESSMENT AND REMEDIAL WELL



MARELLI NORTH CAROLINA USA LLC 2101 NASH ST, SANFORD, NC 27330		SANFORD, NC	
LEE COUNTY GOVERNMENT	PROJECT NO: 09821	CHECKED BY: MJB	FIGURE NO.
SCALE: 1" = 40'	DRAWN BY: RDK	DATE: 3/16/23	



D

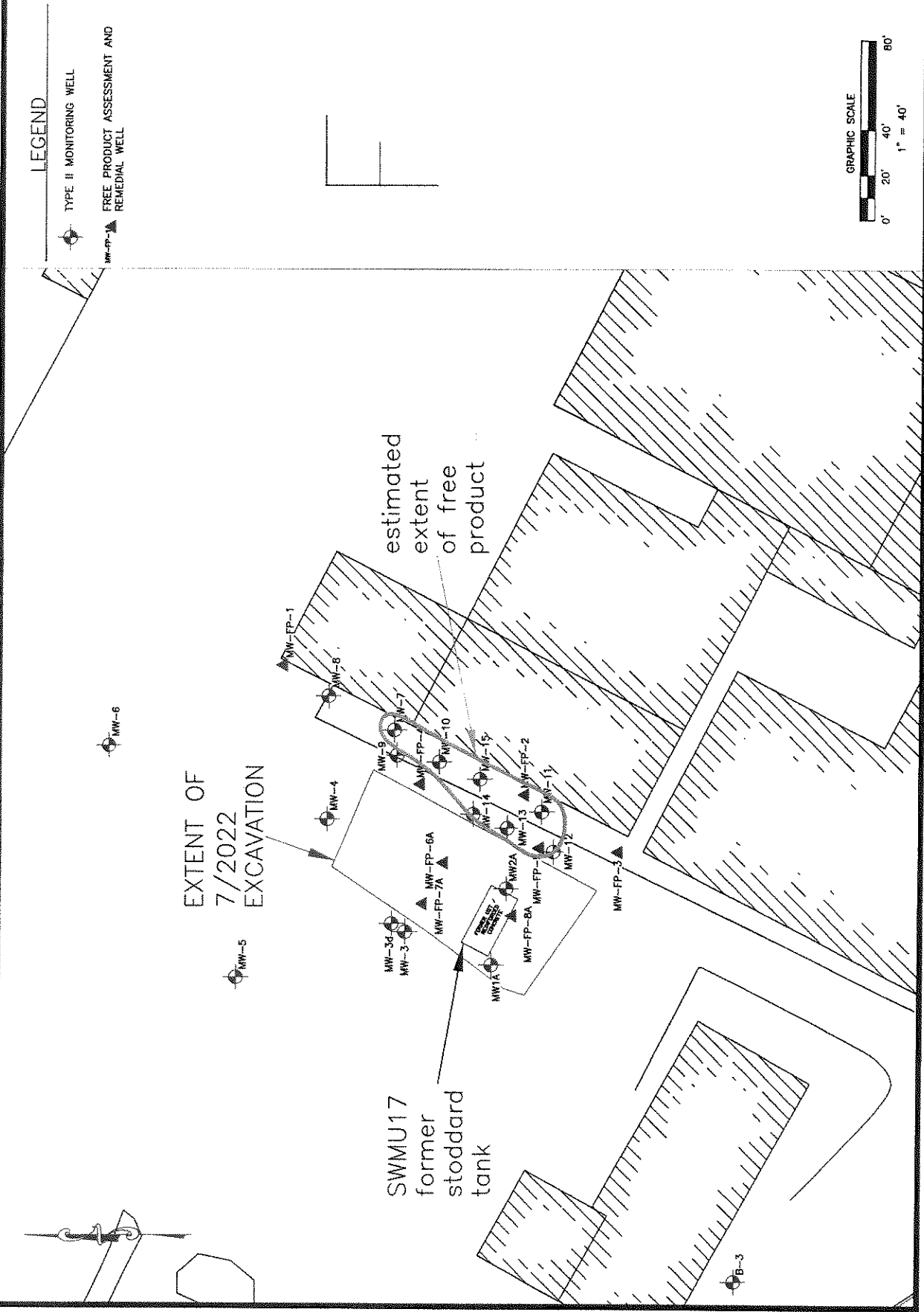
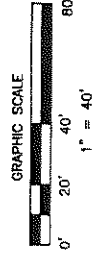


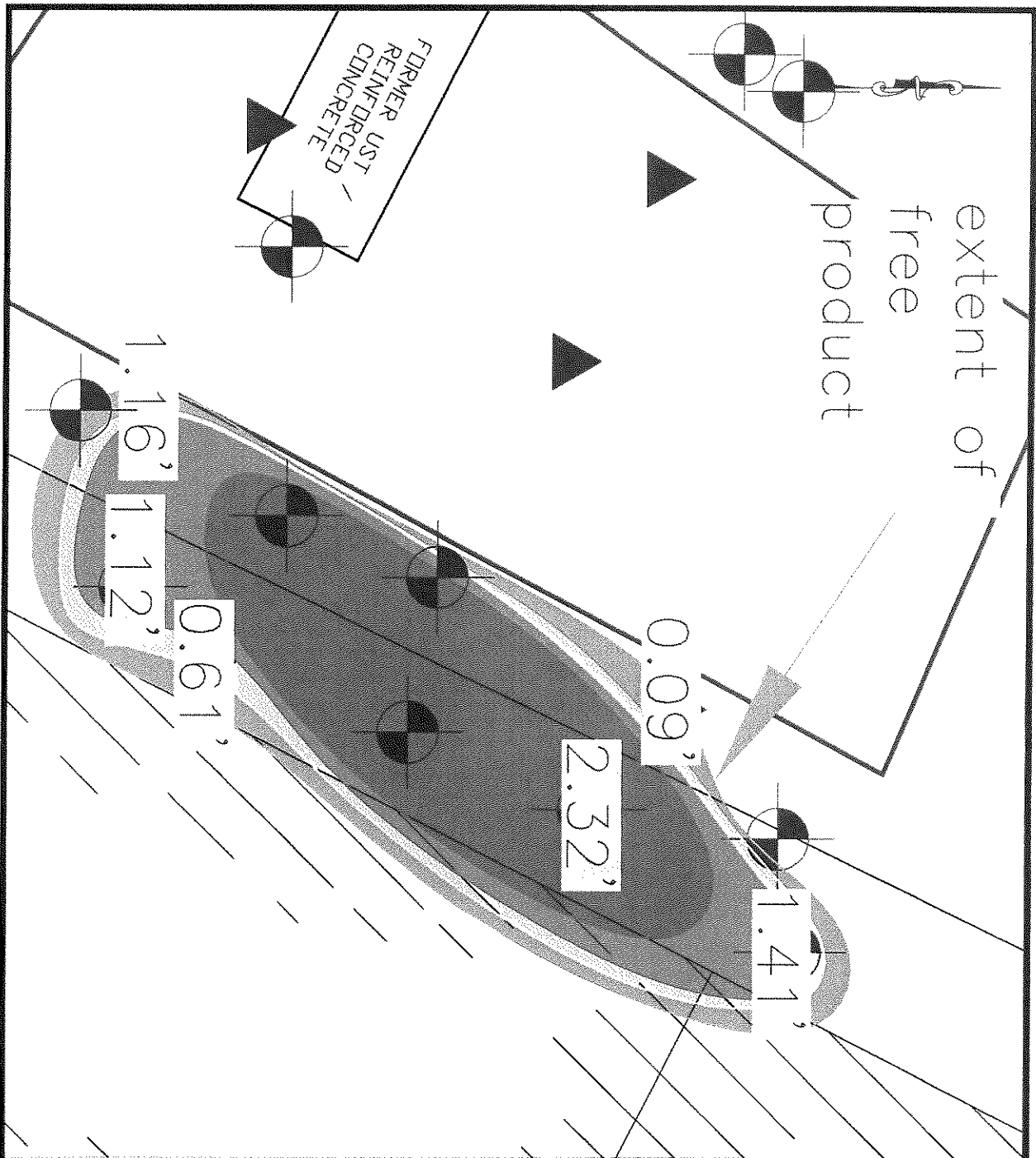
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PROJECT NO: 09821	CHECKED BY: MJB	FIGURE NO:
SCALE: 1" = 40'	DRAWN BY: RDK	DATE: 3/16/23
LEE COUNTY GOVERNMENT 2101 NASH ST, SANFORD, NC 27330 MARELLI NORTH CAROLINA USA LLC		

LEGEND

-  TYPE II MONITORING WELL
-  FREE PRODUCT ASSESSMENT AND REMEDIAL WELL





extent of
free
product

FORMER USE
REINFORCED
CONCRETE

1.16'

1.12'

0.61'



0.09'

2.32'

1.41'

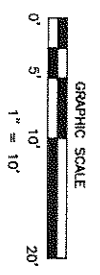
G

LEGEND

-  TYPE II MONITORING WELL
-  FREE PRODUCT ASSESSMENT AND REMEDIAL WELL

2'	1.5'	1'	0.5'	0.25'	>0'
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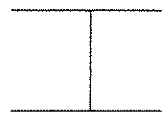
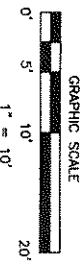
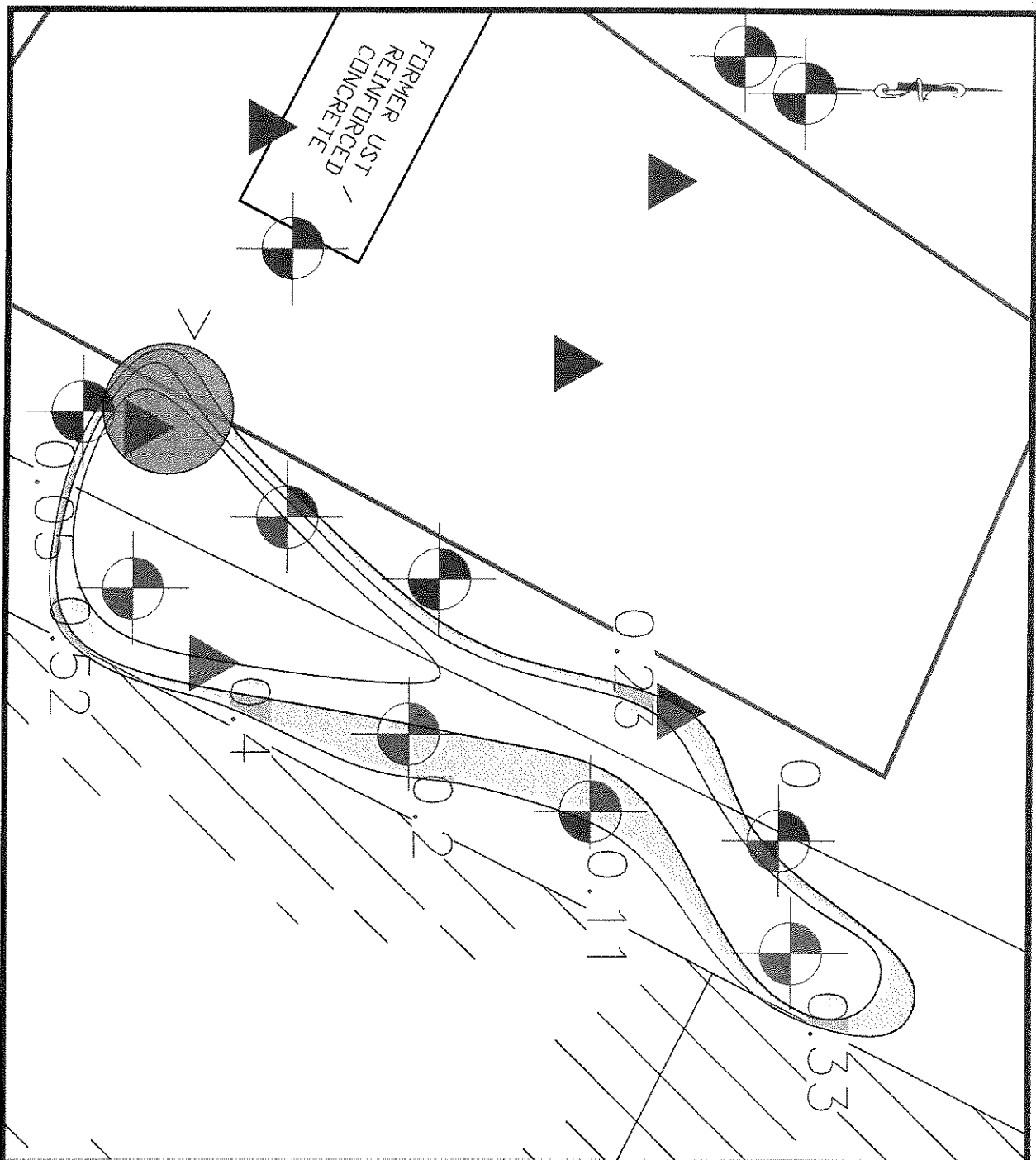
free product
thickness in feet
before steam and
2nd MMPE



8/17/22 FREE PRODUCT THICKNESS

MARELLI NORTH CAROLINA USA LLC
2101 NASH ST, SANFORD, NC 27330

LEE COUNTY GOVERNMENT		SANFORD, NC	
PROJECT NO: 09821	CHECKED BY: MJB	FIGURE NO. 1	
SCALE: 1" = 10'	DRAWN BY: RDK	DATE: 6/1/23	



LEGEND

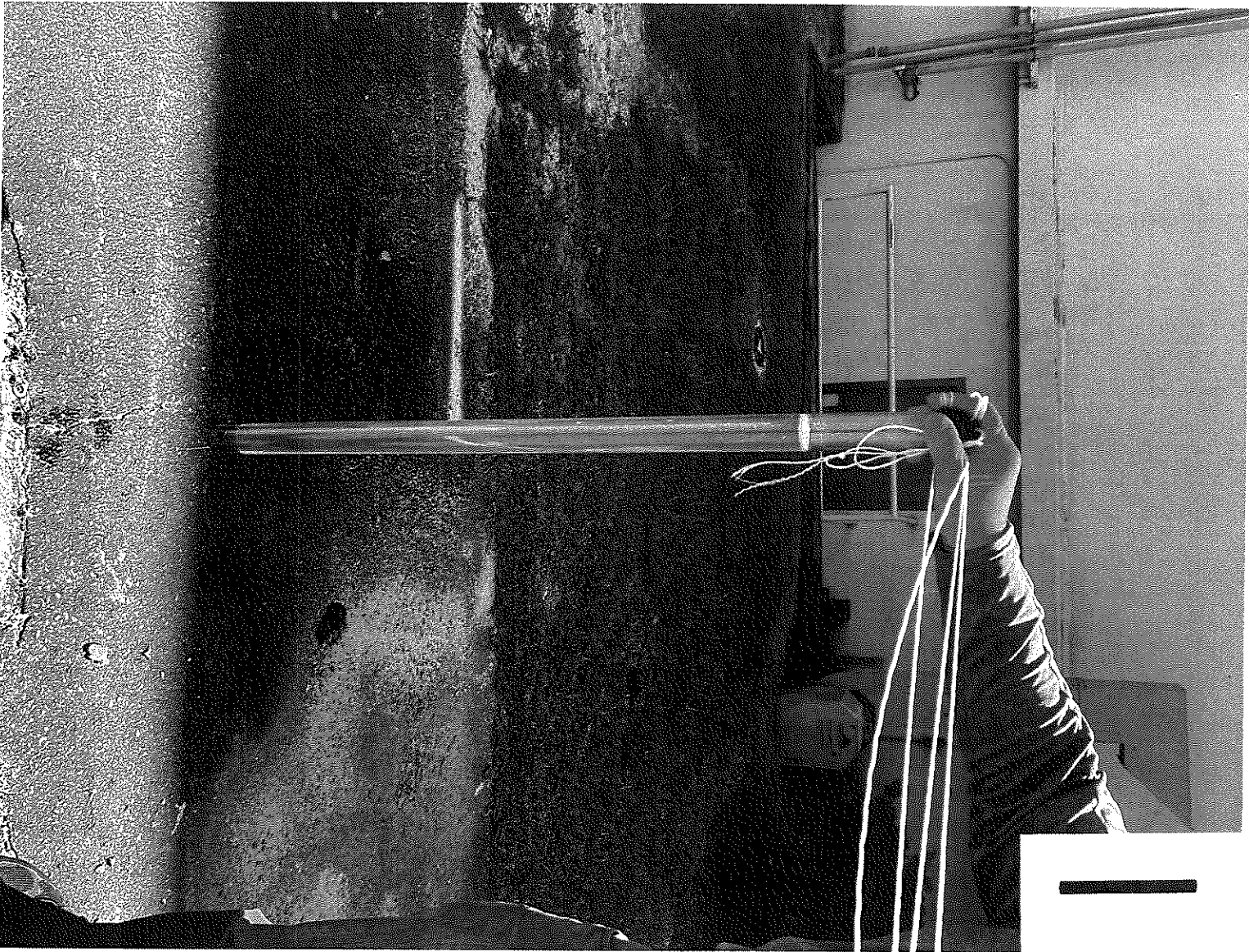
	TYPE II MONITORING WELL
	FREE PRODUCT ASSESSMENT AND REMEDIAL WELL

2'	1.5'	1'	0.5'	0.25'	>0'
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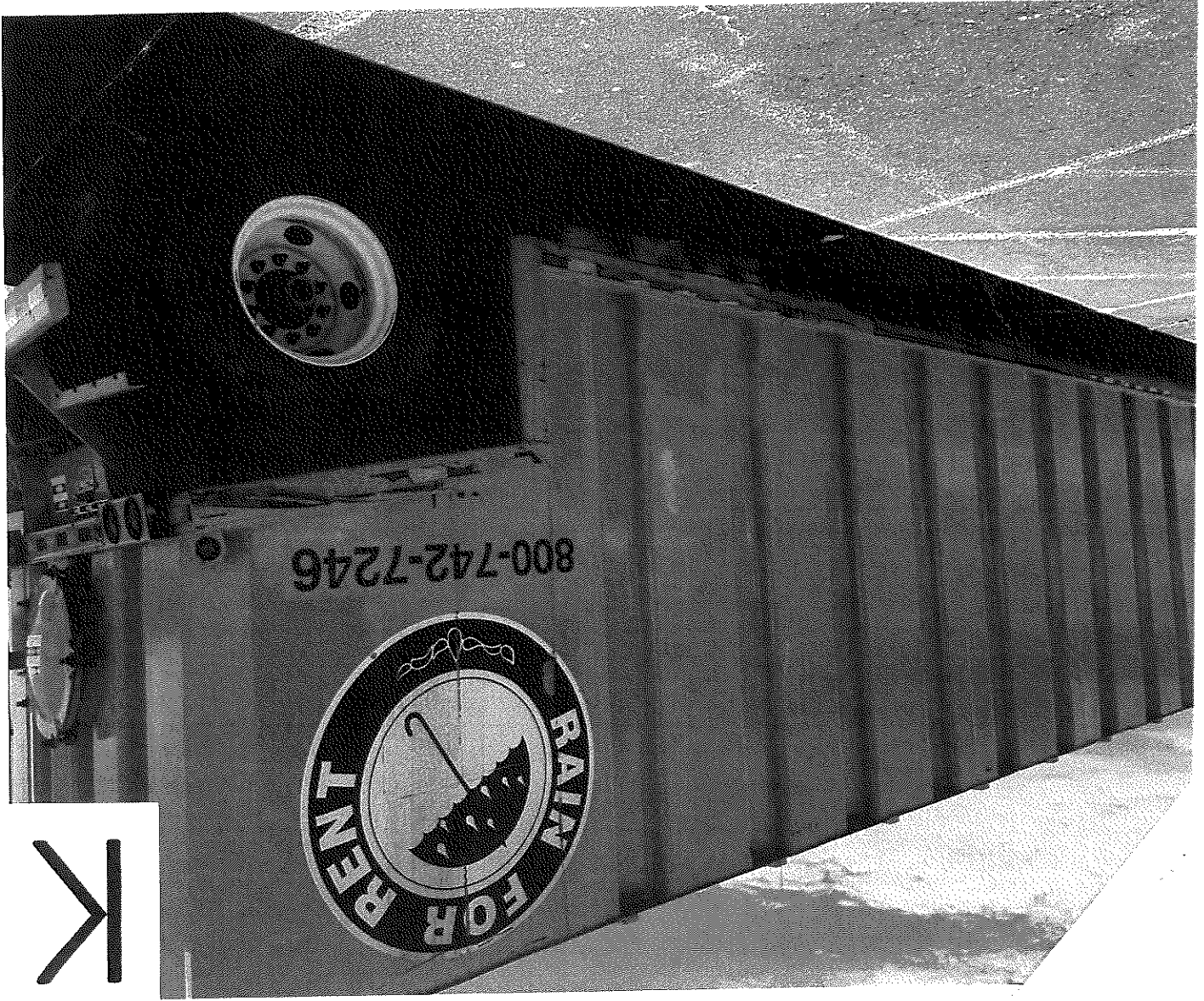


5/1/23 FREE PRODUCT THICKNESS
 MARELLI NORTH CAROLINA USA LLC
 2101 NASH ST, SANFORD, NC 27330

LEE COUNTY GOVERNMENT	SANFORD, NC		
PROJECT NO: 09821	CHECKED BY: MJB	FIGURE NO. 4	
SCALE: 1" = 10'	DRAWN BY: RDK	DATE: 6/1/23	







K

Ongoing Projects

Moore Training Facility – Terraquest continues to monitor the hazardous waste site at the Moore Center. There is one SWMU that will require additional mitigation before DEQ will consider "no further action" for the site. Terraquest is recommending that we put in a skimmer system to assist with the mitigation of the last SWMU. Ryan Kerins with Terraquest will be at our meeting on 6/19/2023 to explain the system. All other SWMUs have been closed out with no further action required by the Department of Environmental Quality. There is no timeline as to when the final "no further action" will be given since it is contingent on DEQ's testing standards and authorization.

Multi-Sports Complex – The design of the Sportsplex is currently in the construction document review phase. Staff is working with McAdams to get CD drawings to 100% with target to send out to bid July 18, 2023 with a due date prior to Labor Day. Notice of TRC approval was provided for the project on April 13, 2023. Erosion control was also approved. NCDOT has provided a preliminary approval for an access break on Highway 42 that will be subject to final approval once NCDOT performs an appraisal to determine fees associated with the access break. Appraisal is scheduled for July 2023. McAdams is working with NCDOT on final reviews of the roundabout design. Some concerns were expressed by City of Sanford engineering staff regarding the location of the gate, water meter, backflow preventer, and maintenance of the utility (water/sewer) lines through the park. Staff met with the City last week to discuss the concerns and reached an agreement related to the gate and maintenance of the utility lines as public. The next cost estimates for the project should be received in late June.

Horton Pool – The bath house contractor (JMT) is working on the final punch list items. The pool contractor (Southeast Aquatics) is working toward finalizing construction related to the pool. As of June 14, 2023, Southeast is 44 days past the substantial completion date of May 1, 2023. Southeast has been notified of the County's intention of enforcing liquidated damages and is disputing damages due to alleged delays related to electrical bonding tests. The dispute is based on inaccurate statements from Southeast. County staff is working with McGill Associates to submit a response. Development Services has maintained a log of daily monitoring reports documenting the project's progress. The pool has been plastered and filled with water and the splashpad equipment has been installed. An inspection was performed on June 8, 2023 that identified several items that will need to be addressed before the pool can be opened. The next site visit with JMT, Southeast, and McGill will take place on June 15, 2023.

Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park – WithersRavenel has completed 100% drawings for KCP Phase II and staff looks to go out to bid in the next month for construction costs. Phase II at KCP includes a smaller playground structure for children ages 2-5, a restroom and shelter combination located where the existing restrooms are, and ADA accessible sidewalks throughout the park. Items for Phase II at Temple Park have been ordered. The Shelter/Restroom materials are now expected in the next couple of weeks, while the playground is still five months out. Staff is working with Jeremy Thomas of J. Thomas Engineering to connect the restrooms to sewer and water once the facility is built. Churchich Recreation will install the playground structure for children ages 2-12.

Library Building Project – Vines Architecture is currently in the Design Development phase of the project and is starting to design interior spaces within the library and finalizing an overall layout plan for the new building. Discussions continue related to planning for Audio, Visual, IT, building system, and security needs. J. Thomas Engineering will complete design work for outside utility

connection to the site once an easement is procured and final determination for connection is made.

Historic Courthouse – Hobbs Architects continues work on the design for the rehabilitation projects to include roof replacement, below grade waterproofing, masonry repair, portico slab and terrazzo repair, and replacement of doors/windows. The rehabilitation will depend on available funding, which includes grant funds received from the State. Due to the grant funding received for the project, the State Department of Natural and Cultural Resources will continue to play an active role in the design and rehabilitation. The priority of the project is to replace the roof with material complimentary to the historic building.

EMS Parking Rehabilitation – The parking lot at the EMS Ambulance Station located at 1218 Central Drive has been completed subject to final inspection.

Jail Feasibility Study – The Request for Proposals for the jail feasibility study will be issued next week.

Human Services Consolidation – The first meeting for the new Consolidated Human Services Board will be held on July 12, 2023 at 7:00 p.m. in the Gordon Wicker Room at the Government Center.

Reports

Tax – The Tax Department Collections report for May.

Building Inspections – Attached are the monthly inspection reports for May 2023. The full report is available upon request.

Library Board of Trustees – The Library Director's May report and 6/14/2023 Board of Trustees meeting agenda is attached.

Parks and Recreation – Parks and Recreation Agenda for the June 26, 2023 meeting and Minutes for the April 24, 2023 is attached.

TRC – The TRC Agenda for June is attached.

Upcoming Meetings/Events:

July 24, 2023 – Board of Commissioners Meeting – Civic Center – 6:00 p.m.

August 21, 2023 – Board of Commissioners Meeting – Civic Center – 6:00 p.m.

August 24-26 – NCACC Conference – Raleigh, NC

September 18, 2023 – Board of Commissioners Meeting – Civic Center – 6:00 p.m.

NORTH CAROLINA, LEE COUNTY
Presented for registration on the 1st day
of August 20, 2023 at 8:30 AM PM
recorded in Book 35 Page 991
Pamela G. Britt, Register of Deeds