

**BOARD OF COUNTY COMMISSIONER'S MEETING****Monday, August 5th, 2024****224 Seminary Street****Kenansville, N.C. 28349**

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, August 5th, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

Present: Commissioners: Dexter Edwards; Elwood Garner; Jesse L. Dowe, III; and Justin Edwards.

Absent: Commissioner Wayne Branch.

Also Present: Bryan Miller, County Manager; Carrie Shields, Assistant County Manager; Tim Wilson, County Attorney; Chelsey Lanier, Finance Officer; Jaime W. Carr, Clerk to the Board; and Jasmine Savage, Administrative Specialist.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Reverend A.J Connors, Mayor for the Town of Warsaw. Mayor Connors then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager, Assistant County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. Bryan Miller, County Manager, requested to add Matthew Barwick, Emergency Management Director, to the agenda.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to approve the meeting agenda with the additions requested by the County Manager.

Approval of the Minutes – Governing Body

Motion was made by Commissioner J. Edwards, seconded by Commissioner Garner, carried unanimously, to approve the minutes of the July 15th, 2024 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA**CONSENT AGENDA**

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to approve consent agenda items as listed: Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #21959 - #22068; Corrected Tax and Solid Waste Release #21950 and #21951 Approved at the July 15th, 2024 Meeting; Approve the Agreement Between Duplin County and the North Carolina Department of Agriculture and Consumer

Services for the Protection, Development and Improvement of Forest Lands in Duplin County, North Carolina and Authorize the Chairman to Sign; Schedule a Public Hearing for September 3rd, 2024 to Receive Public Comments Regarding FY26 5311 Admin & Capital Grant and 5310 Operating Grant Submission to Fund the Public Transportation System; Schedule a Public Hearing for September 3rd, 2024 to Receive Public Comments Regarding a Request from Nita Miller to Change the Name of James O. Horne Lane to Teaberry Lane in Cypress Creek Township in Accordance with the Duplin County Addressing and Road Naming Ordinance; Approve Service Contract Between Duplin County and Warsaw Animal Hospital and Service Contract Between Duplin County and Dr. Martin's Large Animal Clinic for Veterinarian Services at the Duplin County Animal Shelter for the Period July 1st, 2024 Through June 30th, 2025 and Authorize Chairman to Sign; Accept WIC – AA 403 – Revision #1 Funding in the Amount of \$868.00 and Authorize the Associated Budget Amendment; Accept COVID-19 Vaccination Program – AA 716 Funding in the Amount of \$391.00 and Authorize the Associated Budget Amendment; Accept Blue Cross NC Grant Funds in the Amount of \$4,000.00 and Authorize the Associated Budget Amendment; Accept ARPA Temporary Savings Fund (TSF) Public Health Services – AA 121 Funding in the Amount of \$50,000.00 and Authorize the Associated Budget Amendment; Approve Budget Amendment to Reduce Communicable Disease Pandemic Recovery – AA 546 Funding in the Amount of \$174.00; Adopt a Resolution in Honor of Dr. Hervy B. Kornegay, Sr. and Authorize Chairman to Sign; Approve Statement of Work/Master Services Agreement Between Duplin County and CivicPlus for .gov Domain/Website Maintenance and Authorize Chairman to Sign; Approve Statement of Work/Master Services Agreement Between Duplin County and CivicPlus for CivicClerk Agenda and Meeting Software and Authorize Chairman to Sign.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments.

End Public Comments

Chairman Edwards received road concerns from members of the Board or the public on behalf of the North Carolina Department of Transportation. Commissioner Dowe stated that a resident at 1101 Hwy 50 stated that the roadway in front of her house needed to be mowed and the trash removed. Commissioner Garner stated that there was a tree obstructing the view at the intersection of Beautancus Road and Summerlins Crossroads Road. Chairman Edwards stated that Lyman Road where an accident occurred needs a guardrail. Mayor A.J. Connors stated that the grass on the side of the road on Highway 24 coming into Duplin County from Sampson County and Carrolls Road is high.

Matthew Barwick, Emergency Management Director and Brian Matthis, Emergency Management Coordinator, appeared to update the Board on the potential impact of Hurricane Debby.

Melissa Kennedy, E911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing regarding a request from Lathan Thurman to name a lane at 531 Bryce Hardison Road, Deep Run, NC; Albertson Township; Lazy Spur Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Chairman Edwards opened the Public Hearing.

No public comments.

Chairman Edwards closed the Public Hearing.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to name a lane at 531 Bryce Hardison Road, Deep Run, NC; Albertson Township; Lazy Spur Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Joe McKemey, McDavid Associates, Inc., appeared before the Board to request adoption of a Resolution Amending Capital Project Budget Ordinance and to award Construction Contracts. Duplin County received grant funding from the Golden LEAF Foundation to construct a new water supply well at WestPark, northwest of Warsaw. The amount of grant funding procured is in the amount of \$999,150.00. Bids were received on December 21, 2023 and prices exceeded the budget. The construction budget for this project is currently \$751,925.00. In attempt to cut project construction costs, the project was divided into two contracts. One contract only involves well construction and the new second contract only involves site work, well house construction, well head piping, chemical feed systems, water line construction and other miscellaneous work. New contracts are Contract No. 2 — Water Supply Well and Contract No. 3 — Well House and Site Work. Bids were received on May 30th and the project is still substantially over budget. A meeting was held with the low bid contractor (A.C. Schultes of Carolina, Inc.) to reduce costs, however, most of the options discussed were a compromise in quality and we do not recommend making changes. We have met with County Staff to discuss the project. The Duplin County Economic Development Commission has agreed to provide \$500,000 in additional funding for the project. A local contribution of \$779,000 is needed to balance the project budget and proceed with construction.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to adopt a Resolution Amending Capital Project Budget Ordinance and Awarding Construction Contracts FY 2023-038 / Duplin County 2022 Golden Leaf Water Supply Well Project; award Contract No. 2 – Water Supply Well Project to A.C. Schultes of Carolina, Inc. in the amount of \$711,490.00; award Contract No. 3 – Well House and Site Work Project to A.C. Schultes of Carolina, Inc. in the amount of \$1,319,530.00 and authorize Chairman to Sign.

Bryan Miller, County Manager, appeared before the Board to make announcements/comments.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to go out of regular session and into closed session for legal matters pursuant to NCGS § 143-318.11 (a)(3) and personnel matters pursuant to NCGS § 143-318.11 (a)(6).

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to go out of closed session and back into open session.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to adjourn until Monday, August 19th, 2024 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.


Jaime W. Carr
Clerk to the Board

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025 02	111 08/06/2024			BUA 080524C	1 1			
1 7402	45100		DISPOSAL	CAPITAL OUTLAY		291,571.00	-42,000.00	249,571.00
66-70-7400-7402-000-45100						08/06/2024		
2 7402	42980		DISPOSAL	PROGRAM SUPPLIES		15,000.00	42,000.00	57,000.00
66-70-7400-7402-000-42980						08/06/2024		
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025 02	112 08/06/2024			BUA 080524C	1 1			
1 4230	43540		INFORMATION TECHNOLOGY	SOFTWARE MAINTENANCE		40,000.00	-12,400.00	27,600.00
10-41-4100-4230-000-43540						08/06/2024		
2 4230	43250		INFORMATION TECHNOLOGY	POSTAGE		1,240.00	-1,140.00	100.00
10-41-4100-4230-000-43250						08/06/2024		
3 4230	43520		INFORMATION TECHNOLOGY	REPAIRS & MAINTENANCE EQUIPME		118,800.00	-91,260.00	27,540.00
10-41-4100-4230-000-43520						08/06/2024		
4 4230	45100		INFORMATION TECHNOLOGY	CAPITAL OUTLAY		.00	12,400.00	12,400.00
10-41-4100-4230-000-45100						08/06/2024		
5 4230	45100		INFORMATION TECHNOLOGY	CAPITAL OUTLAY		.00	1,140.00	1,140.00
10-41-4100-4230-000-45100						08/06/2024		
6 4230	45100		INFORMATION TECHNOLOGY	CAPITAL OUTLAY		.00	91,260.00	91,260.00
10-41-4100-4230-000-45100						08/06/2024		
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025 02	113 08/06/2024			BUA 080524C	1 1			
1 5820	43540		Veterans' Office	SOFTWARE MAINTENANCE		24,468.00	-20,000.00	4,468.00
10-50-5820-0000-000-43540						08/06/2024		
2 5820	41990		Veterans' Office	PROFESSIONAL SERVICES		.00	19,600.00	19,600.00
10-50-5820-0000-000-41990						08/06/2024		
3 5820	42600		Veterans' Office	OFFICE SUPPLIES		10,000.00	400.00	10,400.00
10-50-5820-0000-000-42600						08/06/2024		
** JOURNAL TOTAL							0.00	

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025 02	117 08/06/2024			BUA 080524C	1 1			
1 5173	40121		CC4C	SALARIES		91,838.00	-10,944.00	80,894.00
10-50-5100-5173-000-40121						08/06/2024		
2 5173	40181		CC4C	SOCIAL SECURITY		7,026.00	-842.00	6,184.00
10-50-5100-5173-000-40181						08/06/2024		
3 5173	40182		CC4C	RETIREMENT		11,884.00	-1,339.00	10,545.00
10-50-5100-5173-000-40182						08/06/2024		
4 5173	40183		CC4C	HOSPITAL INSURANCE		18,571.00	-1,870.00	16,701.00
10-50-5100-5173-000-40183						08/06/2024		
5 5173	40184		CC4C	Life Insurance		46.00	-5.00	41.00
10-50-5100-5173-000-40184						08/06/2024		
6 5173	41990		CC4C	PROFESSIONAL SERVICES		5,000.00	15,000.00	20,000.00
10-50-5100-5173-000-41990						08/06/2024		
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025 02	119 08/06/2024			BUA 080524C	1 1			
1 5194	41990		Reg Found Capabilities Develop	PROFESSIONAL SERVICES		107,452.00	-107,452.00	.00
10-50-5100-5194-000-41990						08/06/2024		
2 5194	40121		Reg Found Capabilities Develop	SALARIES		.00	78,575.63	78,575.63
10-50-5100-5194-000-40121						08/06/2024		
3 5194	40181		Reg Found Capabilities Develop	SOCIAL SECURITY		.00	6,011.04	6,011.04
10-50-5100-5194-000-40181						08/06/2024		
4 5194	40182		Reg Found Capabilities Develop	RETIREMENT		.00	10,167.69	10,167.69
10-50-5100-5194-000-40182						08/06/2024		
5 5194	40183		Reg Found Capabilities Develop	HOSPITAL INSURANCE		.00	10,611.34	10,611.34
10-50-5100-5194-000-40183						08/06/2024		
6 5194	40184		Reg Found Capabilities Develop	Life Insurance		.00	25.80	25.80
10-50-5100-5194-000-40184						08/06/2024		
7 5194	42600		Reg Found Capabilities Develop	OFFICE SUPPLIES		.00	500.00	500.00
10-50-5100-5194-000-42600						08/06/2024		

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT						DATE	CHANGE	BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2025	02	119	08/06/2024		BUA 080524C	1	1	
8	5194	43110		Reg Found Capabilities Develop	TRAVEL	08/06/2024	1,360.50	1,360.50
	10-50-5100-5194-000-43110							
9	5194	43540		Reg Found Capabilities Develop	SOFTWARE MAINTENANCE	08/06/2024	200.00	200.00
	10-50-5100-5194-000-43540							
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2025	02	121	08/06/2024		BUA 080524C	1	1	
1	5600	35608		SENOIR SERVICES	AGING TRANSPORTATION	08/06/2024	2,400.00	-60,600.00
	10-50-5600-0000-000-35608							
2	5600	35610		SENOIR SERVICES	COUNTY TRANSPORTATION	08/06/2024	133.00	-3,367.00
	10-50-5600-0000-000-35610							
3	5600	35611		SENOIR SERVICES	IN KIND TRANSPORTATION TITLE I	08/06/2024	334.00	-3,166.00
	10-50-5600-0000-000-35611							
4	4100	39969		GENERAL FUND	FUND BALANCE	08/06/2024	-200.00	-3,120,686.07
	10-41-4100-0000-000-39969							
5	5607	41260		TITLE III-TRANSPORATION	OTHER PERSONNEL	08/06/2024	-134.00	2,166.00
	10-50-5600-5607-000-41260							
6	5607	42600		TITLE III-TRANSPORATION	OFFICE SUPPLIES	08/06/2024	-150.00	150.00
	10-50-5600-5607-000-42600							
7	5607	43155		TITLE III-TRANSPORATION	TRANSPORTATION PURCHASES	08/06/2024	-2,383.00	63,892.00
	10-50-5600-5607-000-43155							
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2025	02	122	08/06/2024		BUA 080524C	1	1	
1	5173	40121		CC4C	SALARIES	08/06/2024	-10,944.00	80,894.00
	10-50-5100-5173-000-40121							
2	5173	40181		CC4C	SOCIAL SECURITY	08/06/2024	-842.00	6,184.00
	10-50-5100-5173-000-40181							

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT						DATE	CHANGE	BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2025	02	122	08/06/2024		BUA 080524C	1	1	
3	5173	40182		CC4C	RETIREMENT	08/06/2024	-1,339.00	10,545.00
	10-50-5100-5173-000-40182							
4	5173	40183		CC4C	HOSPITAL INSURANCE	08/06/2024	-1,870.00	16,701.00
	10-50-5100-5173-000-40183							
5	5173	40184		CC4C	Life Insurance	08/06/2024	-5.00	41.00
	10-50-5100-5173-000-40184							
6	5173	41990		CC4C	PROFESSIONAL SERVICES	08/06/2024	15,000.00	20,000.00
	10-50-5100-5173-000-41990							
** JOURNAL TOTAL							0.00	

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: blanca.pineda

DATE	DESCRIPTION	DEBIT	CREDIT
2025 2 111			
BUA 7402-45100	CAPITAL OUTLAY	5	42,000.00
08/06/2024 080524C			
BUA 7402-42980	PROGRAM SUPPLIES	5	42,000.00
08/06/2024 080524C			
	JOURNAL 2025/02/111 TOTAL		84,000.00
2025 2 112			
BUA 4230-43540	SOFTWARE MAINTENANCE	5	12,400.00
08/06/2024 080524C			
BUA 4230-41320	POSTAGE	5	1,140.00
08/06/2024 080524C			
BUA 4230-43520	REPAIRS & MAINTENANCE EQUIPME	5	91,260.00
08/06/2024 080524C			
BUA 4230-45100	CAPITAL OUTLAY	5	12,400.00
08/06/2024 080524C			
BUA 4230-45100	CAPITAL OUTLAY	5	1,140.00
08/06/2024 080524C			
BUA 4230-45100	CAPITAL OUTLAY	5	91,260.00
08/06/2024 080524C			
	JOURNAL 2025/02/112 TOTAL		208,400.00
2025 2 113			
BUA 5820-43540	SOFTWARE MAINTENANCE	5	20,000.00
08/06/2024 080524C			
BUA 5820-41990	PROFESSIONAL SERVICES	5	19,600.00
08/06/2024 080524C			
BUA 5820-42600	OFFICE SUPPLIES	5	400.00
08/06/2024 080524C			
	JOURNAL 2025/02/113 TOTAL		39,600.00
2025 2 117			
BUA 5173-40121	SALARIES	5	10,944.00
08/06/2024 080524C			
BUA 5173-40181	SOCIAL SECURITY	5	842.00
08/06/2024 080524C			
BUA 5173-40182	RETIREMENT	5	1,339.00
08/06/2024 080524C			
BUA 5173-40183	HOSPITAL INSURANCE	5	1,870.00
08/06/2024 080524C			
BUA 5173-40184	Life Insurance	5	5.00
08/06/2024 080524C			

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

DATE	DESCRIPTION	DEBIT	CREDIT
2025 2 119			
BUA 5194-41990	PROFESSIONAL SERVICES	5	15,000.00
08/06/2024 080524C			
	JOURNAL 2025/02/117 TOTAL		15,000.00
2025 2 119			
BUA 5194-41990	PROFESSIONAL SERVICES	5	107,452.00
08/06/2024 080524C			
BUA 5194-40121	SALARIES	5	78,575.63
08/06/2024 080524C			
BUA 5194-40181	SOCIAL SECURITY	5	6,011.04
08/06/2024 080524C			
BUA 5194-40182	RETIREMENT	5	10,167.69
08/06/2024 080524C			
BUA 5194-40183	HOSPITAL INSURANCE	5	10,611.34
08/06/2024 080524C			
BUA 5194-40184	Life Insurance	5	25.80
08/06/2024 080524C			
BUA 5194-42600	OFFICE SUPPLIES	5	500.00
08/06/2024 080524C			
BUA 5194-43110	TRAVEL	5	1,360.50
08/06/2024 080524C			
BUA 5194-43540	SOFTWARE MAINTENANCE	5	200.00
08/06/2024 080524C			
	JOURNAL 2025/02/119 TOTAL		214,793.90
2025 2 121			
BUA 5600-35600	AGING TRANSPORTATION	5	2,400.00
08/06/2024 080524C			
BUA 5600-35610	COUNTY TRANSPORTATION	5	133.00
08/06/2024 080524C			
BUA 5600-35611	IN KIND TRANSPORTATION TITLE I	5	334.00
08/06/2024 080524C			
BUA 4100-39969	FUND BALANCE	5	200.00
08/06/2024 080524C			
BUA 5607-41260	OTHER PERSONNEL	5	134.00
08/06/2024 080524C			
BUA 5607-42600	OFFICE SUPPLIES	5	150.00
08/06/2024 080524C			
BUA 5607-43155	TRANSPORTATION PURCHASES	5	2,383.00
08/06/2024 080524C			
	JOURNAL 2025/02/121 TOTAL		5,637.00
2025 2 122			

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

TRAN ID	TRAN DATE	TRAN TYPE	REF ID	REF DATE	ACCOUNT NAME	DEBIT	CREDIT
BUA 5173-40121	08/06/2024	080524C			T SALARIES	5	10,944.00
BUA 5173-40181	08/06/2024	080524C			T SOCIAL SECURITY	5	842.00
BUA 5173-40187	08/06/2024	080524C			T RETIREMENT	5	1,139.00
BUA 5173-40183	08/06/2024	080524C			T HOSPITAL INSURANCE	5	1,870.00
BUA 5173-40184	08/06/2024	080524C			T Life Insurance	5	5.00
BUA 5173-41990	08/06/2024	080524C			T PROFESSIONAL SERVICES	5	15,000.00
JOURNAL 2025/02/122 TOTAL							.00

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

TRAN ID	TRAN DATE	TRAN TYPE	REF ID	REF DATE	ACCOUNT NAME	DEBIT	CREDIT
FUND TOTAL						.00	.00

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000507

Duplin County
Budget Amendment

Solid waste

Manager can only approve the raising of budgeted expense under 10,000

Expenditure requests over \$5,000 must be approved by Board of Commissioners.

Brief description of why this amendment is being requested:

Cover cost of Roll off Boxes

[illegible]

Finance Signature _____

Date Approved:

Manager Signature _____

Date Approved:

Commissioner Approval:

Date Approved:

Arthur S. Berman

7123124

Duplin County
Budget Amendment

Department Title

IT Director

Department Head's Signature

Frankie Herring

(form can be e-mailed to Finance from Dept Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over \$2,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

To cover Capital Outlay.

Credit	Line Item Description	Credit Amount	Debit	Line Item Description	Debit Amount
4230-43540	Software Maintenance	12,400.00	4230-45100	Capital Outlay	12,400.00
4230-43250	Postage	1,140.00	4230-45100	Capital Outlay	1,140.00
4230-43520	Repairs	91,260.00	4230-45100	Capital Outlay	91,260.00
Total		104,800.00	Total		104,800.00

Finance Signature

Date Approved:

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

Chelsy Raxine

7123128

000508

Manager can only approve the moving of budgeted expense under 10,000
Expenditure requests over 10,000 must be approved by Board of Commissioners
Brief description of why this amendment is being requested:
Prior to 7-19-2024 Veteran Services did not have a item line named as "Professional Services" when the money was originally approved by the commissioners for the document imaging conversion for Veteran files the money was placed in Software Maintenance line. Also, the money for the boxes used to pick up the files will need to come from office supplies.

Finance Signature _____ *Cheryl Rainer*
Date Approved: _____ *7/16/14*

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

Manager can only approve the moving of budgeted expense under 10,000
Expenditure requests over 10,000 must be sponsored by Board of Commissioners

Brief description of why this amendment is being requested:
cover professional services for program 5173 - Case Management

Chelsey Fannin

Finance Signature _____
Date Approved: 7/25/24

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

Duplin County
Budget Amendment

Health Department

Tresey Simmons - Komenay / Billie Jo Dunn

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over \$5,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

budget 5194 into separate line items

	Line Item Description	Credit Amount		Line Item Description	Debit Amount
5184-41890	professional services	107,452.00	5194-40121	salaries	78,575.63
			5194-40181	social security	8,011.04
			5194-40182	retirement	10,167.98
			5194-40183	hospital insurance	10,811.34
			5194-40184	life insurance	25.80
			5194-42600	office supplies	500.00
			5194-43110	travel	1,360.50
			5194-43540	software maintenance	200.00
Total		107,452.00	Total		107,452.00

Finance Signature

Finance Signature: _____
Date Approved: _____

Chubby Rancier

3123784

Manager Signature

Manager:
Date Approved:

Commissioner Approval

Commissioner Approved:

Duplin County
Budget Amendment

Finance

Department Head's Signature _____

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners.

Brief dear
Adjust business

FY06- EXPENSE	Line Item Description	Amount	FY06- EXPENSE	Line Item Description	Amount
5600-39998	Agency Transportation	-2,400.00	5607-41260	Other Personnel	(134.00)
5600-39999	County Transportation	-133.00	5607-42900	Office Supplies	(150.00)
5600-39911	In Kind Transportation Title I	-334.00	5607-43155	Transportation Purchases	(2,383.00)
4100-39999	Fund Balance Appto	250.00			
Total		-2,667.00	Total		-2,667.00

Finance Signatures

Date Approved:

Chubay Romina

713184

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

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LL 7-29-24
KB 7-30-24

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE AUGUST 5, 2024

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY	TAX	CAPITAL FUND	FIRE DISTRICT 1	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE	
21959	ANDREWS, ANN ELIZABETH ETAL	08	F-24		2024	010000717	\$	73.65	\$	2.06			\$	75.71	EXEMPT PROPERTY-CEMETARY	
21960	AYCOCK, GARY L.	08			2024	0189451							\$	110.00	DWMH REMOVED 2019-NO DWELLING	
21961	AYCOCK, GARY L.	08			2023	0189451							\$	110.00	DWMH REMOVED 2019-NO DWELLING	
21962	AYCOCK, GARY L.	08			2022	0189451							\$	110.00	DWMH REMOVED 2019-NO DWELLING	
21963	AYCOCK, GARY L.	08			2021	0189451							\$	90.00	DWMH REMOVED 2019-NO DWELLING	
21964	AYCOCK, GARY L.	08			2020	0189451							\$	90.00	DWMH REMOVED 2019-NO DWELLING	
21965	BALL, BRENDA HILL & HUS MICHAEL BALL	02	F-12		2024	0234899							\$	110.00	HOUSE VACANT-NOT LIVABLE	
21966	BALL, MALINDA LOUISE	07	F-16		2024	10005455	\$	3.65	\$	0.10	\$	0.36		\$	4.11	SOLD BOAT IN 2022
21967	BERGMAN, JOSHUA	08	F-10		2024	10005389	\$	459.15	\$	12.84	\$	44.95		\$	516.94	BOAT TOTALLED IN ACCIDENT 1/4/2022
21968	BERGMAN, JOSHUA	08	F-10		2023	10005389	\$	459.15	\$	12.84	\$	44.95		\$	568.63	BOAT TOTALLED IN ACCIDENT 1/4/2022
21969	BEULAH LAND & HOME REALTY INC	07			2024	8907602	\$	6.77	\$	0.19		\$	0.70	\$	7.66	BUSINESS CLOSED NOVEMBER 2023
21970	BORDEAUX, LUTHER, HRS	09			2024	0778612								\$	110.00	SWMH VACANT SINCE 1/13/2021
21971	BORDEAUX, LUTHER, HRS	09			2023	0778612								\$	110.00	SWMH VACANT SINCE 1/13/2021
21972	BOSTIC, MARK GREY	07			2024	0807780								\$	110.00	PROPERTY IS VACANT
21973	BRICK CITY SOLAR, LLC	09	F-11		2024	10004125	\$	12,444.13	\$	348.09	\$	1,218.31		\$	14,010.53	BP ASSETS LEFT OFF ORIGINAL LISTING-RELEASE & REBILL
21974	BROCK, JAMES E & WF TONI-MARIE BROCK	04			2024	1001976								\$	110.00	AFTERLISTED SOLID WASTE FEE IN ERROR
21975	BROUNEUS, DANIEL ERIC	06	F-03		2024	10003644	\$	3.52	\$	0.10	\$	0.27		\$	4.28	MYT TRAILER LISTED IN ONSLOW CO
21976	BROWN, DANIELLE TYLER	07	F-05		2024	10003673	\$	25.74	\$	0.72	\$	1.80		\$	31.09	MYT TRAILER LISTED IN ONSLOW CO
21977	BUCK'S PARTS & REPAIR SERVICE	02	F-12		2024	1387000	\$	4.21	\$	0.12	\$	0.38		\$	4.71	BUSINESS CLOSED-EQUIPMENT DISPOSED
21978	CAISON, JOSEPH SHANE	13	F-21		2024	010001576	\$	19.31	\$	0.54	\$	1.89		\$	21.74	VALUE INCREASED IN ERROR
21979	CARTER, JEREMY WADE & WF HELEN	12	F-22		2024	010002449	\$	321.75	\$	9.00				\$	330.75	SHOULD HAVE RECEIVED VETERAN EXEMPTION
21980	CARTER, JEREMY WADE & WF HELEN	12	F-22		2023	010002449	\$	321.75	\$	9.00				\$	330.75	SHOULD HAVE RECEIVED VETERAN EXEMPTION
21981	CARTER, JEREMY WADE & WF HELEN	12	F-22		2022	010002449	\$	321.75	\$	9.00				\$	330.75	SHOULD HAVE RECEIVED VETERAN EXEMPTION
21982	CHAPPELL, ROBERT W. & SANDRA C. BROCK	09	F-18		2024	1795296	\$	353.92	\$	9.90	\$	34.65		\$	398.47	HOUSE KEYED ON WRONG PARCEL
21983	CRIMSON MOUNTAIN LLC	09			2024	2073864								\$	110.00	HOUSE IS NOT COMPLETE
21984	CRIMSON MOUNTAIN LLC	09			2024	010000331								\$	110.00	HOUSE IS NOT COMPLETE
21985	DIXON, VICKIE	02	F-12		2024	2346055								\$	110.00	DOUBLE CHARGED SOLID WASTE FEE
21986	DIXON, VICKIE	02	F-12		2024	2346055								\$	110.00	DOUBLE CHARGED SOLID WASTE FEE
21987	DIXON, VICKIE	02	F-12		2024	2346055								\$	110.00	DOUBLE CHARGED SOLID WASTE FEE
21988	DIXON, VICKIE	02	F-12		2024	2346055								\$	90.00	DOUBLE CHARGED SOLID WASTE FEE
21989	DIXON, VICKIE	02	F-12		2024	2346055								\$	90.00	DOUBLE CHARGED SOLID WASTE FEE
21990	DORSEY, HARRY & WF KATHLEEN DORSEY	09	F-11		2024	1002447	\$	755.04	\$	21.12	\$	73.92		\$	960.08	HOUSE KEYED ON WRONG PARCEL
21991	DUNN, ALVIN WILSON, JR.	06			2024	2420909								\$	660.00	ONLY HAS ONE SOLID WASTE FEE
21992	DUPLIN COUNTY	09	F-09		2024	010002479	\$	105.11	\$	2.94	\$	12.50		\$	120.55	EXEMPT PROPERTY-SHOULDN'T BE BILLED
21993	FRINK, SHIRLEY TEMPLE	05	F-06		2024	2957350	\$	169.27	\$	4.73	\$	17.75		\$	191.75	SOLD HOUSE IN 2021
21994	FRINK, SHIRLEY TEMPLE	05	F-06		2023	2957350	\$	169.27	\$	4.73	\$	17.75		\$	191.75	SOLD HOUSE IN 2021
21995	FRINK, SHIRLEY TEMPLE	05	F-06		2022	2957350	\$	169.27	\$	4.73	\$	17.75		\$	191.75	SOLD HOUSE IN 2021
21996	FIRST-CITIZENS BANK & TRUST COMPANY	01	F-07		2024	1553767	\$	11.05	\$	0.31	\$	1.08		\$	12.44	ASSET BILLED ON WRONG SCHEDULE
21997	FLOCKHART FARMS, LLC	10	F-08		2024	1000491	\$	84.54	\$	2.36	\$	11.82		\$	108.59	ACCOUNT BILLED IN ERROR
21998	FULLEN TAWANDA LEE	09			2024	10006524	\$	25.03	\$	0.70				\$	28.30	MYT TRAILER OVER ASSESSED
21999	FUSSELL, JOHN	13	F-21		2024	2992288								\$	110.00	HOUSE VACANT
22000	FUSSELL, JOHN	13	F-21		2023	2992288								\$	110.00	HOUSE VACANT
22001	GRADY, PAUL D., JR. & WF GALE B. GRADY	04			2024	3249756								\$	31.05	SHOULD HAVE RECEIVED PRIVATE HAULER RATE
22002	GUTTERREA, JACOB	01	F-07		2024	10005381	\$	197.77	\$	5.53	\$	19.36		\$	244.93	SWMH DOUBLE LISTED
22003	GUTTERREA, JACOB	01	F-07		2023	10005381	\$	212.14	\$	5.93	\$	20.77		\$	372.72	SWMH DOUBLE LISTED
22004	HALSO, CHRISTOPHER	07			2024	3507945	\$	126.68	\$	3.54				\$	130.22	LEASEHOLD BUILDING TORN DOWN 2021
22005	HALSO, CHRISTOPHER	07			2023	3507945	\$	126.68	\$	3.54				\$	130.22	LEASEHOLD BUILDING TORN DOWN 2021

\$12000

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[illegible]

DUPLIN COUNTY

TAX AND SOLID WASTE REQUEST

RELEASE DATE JULY 15, 2024

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 1	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
21940	CRUZ, BLANCA	07	F-04		2023	2097164	\$ 14.30	\$ 0.40	\$ 0.92		\$ 1.56		\$ 17.18	SWMH DOUBLE LISTED
21941	BLIZZARD, TROY LEE	07	F-16		2023	0661614	\$ 3.32	\$ 0.09	\$ 0.32		\$ 0.36		\$ 3.99	SOLD MYT TRAILER IN JULY 2019
21942	BLIZZARD, TROY LEE	07	F-16		2023	0661614	\$ 15.36	\$ 0.43	\$ 1.50		\$ 1.73		\$ 19.02	SOLD MYT TRAILER IN JULY 2019
21943	BLIZZARD, TROY LEE	07	F-16		2022	0661614	\$ 11.66	\$ 0.33	\$ 1.14		\$ 1.31		\$ 14.44	SOLD MYT TRAILER & BOAT JULY 2019
21944	BLIZZARD, TROY LEE	07	F-16		2021	0661614	\$ 12.30	\$ 0.34	\$ 1.20		\$ 1.38		\$ 15.22	SOLD MYT TRAILER & BOAT JULY 2019
21945	BLIZZARD, TROY LEE	07	F-16		2020	0661614	\$ 3.58	\$ 0.10	\$ 0.35		\$ 0.40		\$ 4.43	SOLD MYT TRAILER JULY 2019
21946	CORTES, EMILIANA	13	F-22		2024	1976160	\$ 264.55	\$ 7.40					\$ 271.95	DWMH AFTERLISTED IN ERROR
21947	CORTES, EMILIANA	13	F-22		2023	1976160	\$ 280.28	\$ 7.84					\$ 288.12	DWMH AFTERLISTED IN ERROR
21948	DAVIS, WALTER STUART & WF TAMATHA S DAVIS	01	F-07		2024	2229045	\$ 7.87	\$ 0.22	\$ 0.77				\$ 8.86	PROPERTY SHOULD HAVE BEEN TRANSFERRED IN 2023
21949	DAVIS, WALTER STUART & WF TAMATHA S DAVIS	01	F-07		2023	2229045	\$ 7.87	\$ 0.22	\$ 0.77				\$ 8.86	PROPERTY SHOULD HAVE BEEN TRANSFERRED IN 2023
21950	FRANKEL, CHARLES ROSTER	10	F-11		2024	2601337	\$ 321.75	\$ 9.00	\$ 31.50				\$ 362.25	SHOULD HAVE RECEIVED VETERAN'S EXEMPTION
21951	FRANKEL, CHARLES ROSTER	10	F-11		2023	2601337	\$ 321.75	\$ 9.00	\$ 31.50				\$ 362.25	SHOULD HAVE RECEIVED VETERAN'S EXEMPTION
21952	JONES, DALTON KEITH & WF CONNIE M. JONES	04	F-01		2024	4575085	\$ 417.56	\$ 11.68	\$ 29.20				\$ 458.44	LAND USE-NEW APPLICATION RECEIVED - BELLED IN ERROR
21953	JONES, DALTON KEITH & WF CONNIE M. JONES	04	F-01		2023	4575085	\$ 417.56	\$ 11.68	\$ 29.20				\$ 458.44	LAND USE-NEW APPLICATION RECEIVED - BELLED IN ERROR
21954	JONES, DALTON KEITH & WF CONNIE M. JONES	04	F-01		2022	4575085	\$ 417.56	\$ 11.68	\$ 29.20				\$ 458.44	LAND USE-NEW APPLICATION RECEIVED - BELLED IN ERROR
21955	JONES, DALTON KEITH & WF CONNIE M. JONES	04	F-01		2021	4575085	\$ 417.56	\$ 11.68	\$ 29.20				\$ 458.44	LAND USE-NEW APPLICATION RECEIVED - BELLED IN ERROR
21956	PARKER GAS CO. INC. DBA/ RAPID EXCHANGE	04	F-02		2023	10005944	\$ 4.36	\$ 0.12	\$ 0.40		\$ 0.49		\$ 5.37	ACCOUNT DOUBLE LISTED
21957	TYLER, HOWIA	07	F-10		2023	1001646	\$ 85.09	\$ 2.38	\$ 8.33				\$ 95.80	VALUE OF LAND ADJUSTED
21958	WELLS, KATIE	10	F-18		2024	9223760	\$ 988.85	\$ 27.66	\$ 96.81				\$ 1,113.32	CLERICAL ERROR-UNITS KEYED INCORRECTLY
GRAND TOTAL														
							\$ 4,013.03	\$ 112.25	\$ 292.31	\$ -	\$ 7.23	\$ -	\$ 4,424.82	
SUBMITTED BY: <i>[Signature]</i> DATE APPROVED: <u>8/5/2024</u>														
FINAL APPROVAL BY: <i>[Signature]</i>														

21950	FRANKEL, CHARLES ROSTER	10	F-11		2024	2601337	\$ 321.75	\$ 9.00	\$ 31.50				\$ 362.25	RELEASED FIRE DISTRICT IN ERROR
21951	FRANKEL, CHARLES ROSTER	10	F-11		2023	2601337	\$ 321.75	\$ 9.00	\$ 31.50				\$ 362.25	RELEASED FIRE DISTRICT IN ERROR
CORRECT TOTALS							\$ 4,013.03	\$ 112.25	\$ 292.31		\$ 7.23		\$ 4,361.82	

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STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 499,140
Total Cooperative Appropriation
\$ 299,484 State
\$ 199,656 County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN DUPLIN COUNTY NORTH CAROLINA

THIS AGREEMENT is made under the authority of Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development," by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of DUPLIN COUNTY in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in DUPLIN COUNTY has accepted the offer of the Department for cooperation in accomplishing this object, and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

- To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
 - County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
 - Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
 - Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
 - Temporary position(s) on an as-needed basis.
 - To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leadels for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
 - To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
 - To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
 - To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.
- State Funding
- To make available annually from State, Federal, and other funds allotted to it, the sum of **Two Hundred Ninety Nine Thousand Four Hundred Eighty Four Dollars (\$299,484)** as its share of an annual budget of **Four Hundred Ninety Nine Thousand One Hundred Forty Dollars (\$499,140)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

- To pay the Department **40 %** of the total cost of the salary of position(s) specified in Part I above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

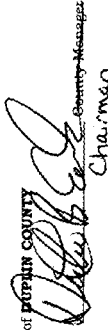
- To appropriate annually the sum of **One Hundred Ninety Nine Thousand Six Hundred Fifty Six Dollars (\$199,656)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

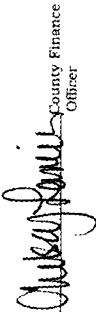
- That this Agreement becomes effective **July 1, 2024**, and lasts through **June 30, 2025**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.
- That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
11. That this Agreement may be modified only in writing and upon execution by both parties.
12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
14. That the County/Arva Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **ROPERIN COUNTY**
Date 8/5/2024  Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 8/6/24  County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ Signature _____
N. David Smith
Chief Deputy Commissioner



UNIFIED GRANT APPLICATION

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof. This is to inform the public that a public hearing will be held on the proposed Duplin County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than October 4, 2024. The public hearing will be held on September 3, 2024 at 6:00 pm before the (governing board) Duplin County Board of County Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Angel Venecia on or before August 30, 2024, at telephone number 910-296-2200 or via email at angel.venecia@duplincountync.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Duplin County as well as provides transportation options and services for the communities within this service area. These services are currently provided using public transportation vehicles, such as lift equipped vans and light transit vehicles. Services are rendered by Duplin County Public Transportation.

The total estimated amount requested for the period July 1, 2025 through June 30, 2026.

NOTE: Local share amount is subject to State funding availability.

Project	Total Amount	Local Share
5311 Administrative	\$ 267,095	\$ 40,064 (15%)
5311 Operating	\$	\$ (50%)
Combined Capital	\$ 140,000	\$ 14,000 (10%)
5310 Operating	\$ 40,000	\$ 20,000 (50%)
Other	\$	\$ (%)
Other	\$	\$ (%)
TOTAL PROJECT	\$ 447,095	\$ 74,064
Total Funding Request		Total Local Share

This application may be inspected at Duplin County Public Transportation from 8am-5pm. Written comments should be directed to Angel Venecia before August 30, 2024.

End of Notice

Note: AN ORIGINAL COPY of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. Both the Public Hearing Notice and the Affidavit of Publication must be submitted with the grant application.



DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION: Nita Miller
Name: _____
Address: 162 James O Horne Ln.
City/State/Zip: Richlands NC 28574
Telephone: Work: _____ Cell: 910-290-3784 Home: _____
2. MAIL DETERMINATION TO (if different than applicant information):
Name: _____
Address: _____
City/State/Zip: _____
3. ROAD LOCATION: Township Cypress Creek Range 100-180
DESCRIPTION: 0583 Back Shanno Ln (Sames Old)
4. PARCEL TAX-ID: 082271--
5. PROPOSED ROAD NAME: Teaberry Ln.
BACKUP NAME 1: Summerhouse Ln.
BACKUP NAME 2: Old House Ln.
(NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN
PARCEL NUMBER: 07-227
Richard Owens
James Brown
Nita Miller - Applicant

Fire Department Approval:

Signature: Mittie Ray Henderson
Print or type name: Pin Hook VFD
Department Name: Pin Hook VFD
Date: 7-19-24

USPS Approval:

Signature: Richlands
Print or type name: USPS Richlands
Department Name: USPS Richlands
Date: 7/19/2024

Landowners, please know that if you use the 911 address assigned for your residence to receive mail, your address WILL change. You will need to notify mortgage, financial, insurance and any other company that sends you bills, important information, DMV, other institutions you may use. We will notify USPS to update the E911 System and the county tax records.

NORTH CAROLINA
DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this [redacted] by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and [redacted] a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. TERM OF CONTRACT. The Term of this Contract for Services is [redacted] sooner terminated as provided herein.

3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from COUNTY an amount not to [redacted] COUNTY other wise agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials,

employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

- \$1,000,000 per occurrence/\$2,000,000 aggregate --- Bodily Injury Liability, and
- \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence/\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverages and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL. All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

7. CONFIDENTIALITY. All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

8. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

Units. (G.S. 143C-6A-5(g)). It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. **DEVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

[REDACTED ADDRESS]

19. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

20. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

21. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

22. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

CONTRACTOR shall further comply with all federal, state, and local requirements related to participation of minority and historically underutilized businesses in all aspects of the services to be provided under this Contract.

10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

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

If, through any cause, CONTRACTOR shall fail to fulfill its contractual obligations in a timely and proper manner, COUNTY shall give written notice and CONTRACTOR shall correct the stated inadequacy within a fifteen (15) business day cure period. If CONTRACTOR fails to timely correct the inadequacy, then COUNTY shall have the right to immediately terminate the Contract by giving written notice specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by CONTRACTOR under this contract shall, at the COUNTY's option, become its property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactorily completed work minus any payment or compensation previously received. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by virtue of CONTRACTOR's breach of this agreement, and COUNTY may withhold payment due to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY can be determined. Without limiting any other remedies that may be available in the case of breach by CONTRACTOR, COUNTY may procure contract services from another source and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of default under this contract.

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

12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **PAYMENT.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

15. **IRAN DEVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government

ATTACHMENT 1
Scope of Services

23. ENTIRE CONTRACT. This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

24. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

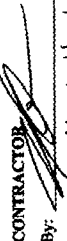
25. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

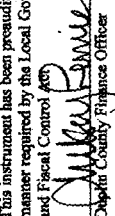
26. AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: 9-30-24

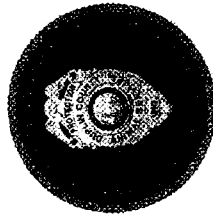
CONTRACTOR
By: 
Printed Name: Margie Hunter
Title: VENDORIAN

This instrument has been procured in the manner required by the Local Government and Fiscal Control Act

DuPage County Finance Officer

DUPAGE COUNTY
By: 
Printed Name: Deyel B. Edwards
Title: Chairman

ATTACHMENT 1" to follow

DUPLIN COUNTY



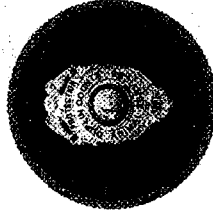
ANIMAL SERVICES

287 FAIR GROUNDS DRIVE
KENANSVILLE, NC 28349
PHONE: (910) 296-2159
EMAIL: deanimals@duplincountync.com

SCOPE OF WORK: Contractor Responsibilities:

- Provide training for Animal Services staff members as requested by the Duplin County Animal Services Supervisor or designee related to topics including but not limited to animal care, animal handling and behavior, shelter medicine, North Carolina certified rabies vaccinator program, euthanasia etc.
- Consult with Animal Services Supervisor or designee to develop and monitor standard operating procedures that include, but are not limited to, animal health and husbandry, disease outbreak and management and the care of individual animals that are injured or ill.
- Perform examinations, make recommendations, and provide medical care to animals involved in animal cruelty or neglect cases and provide expert testimony regarding same as needed.
- Provide emergency veterinary care to ill and injured animals as requested by the Duplin County Animal Services Supervisor or designee. The scope of care provided in these situations shall be limited to life saving measures for the purpose of stabilizing a pet in order to provide an opportunity for the owner of a pet to recover the pet, and to relieve suffering and pain. Should the contractor be unavailable for after hour Emergency care Coastal Veterinary Emergency Clinic of Jacksonville, N. C. will be used.
- Maintain Federal Drug Enforcement Administration and North Carolina Department of Health & Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services licensure for the handling and keeping of controlled substances used for spay/neuter and field services activities at the Duplin County Animal Shelter. Provide oversight of these drug records to the extent necessary to meet the requirements of the North Carolina Controlled Substances Act and Department Policy and Procedure regarding the handling, storage and record keeping for controlled substances.

DUPLIN COUNTY



ANIMAL SERVICES

287 FAIR GROUNDS DRIVE
KENANSVILLE, NC 28349
PHONE: (910) 296-2159
EMAIL: deanimals@duplincountync.com

- Maintain a license to practice veterinary medicine that is current and in good standing in the state of North Carolina as well as the level of expertise and education necessary to keep abreast of current industry standards and practices.

***See attached Service Price List which is incorporated as part of Attachment 1. As indicated in the parties' Contract, charges for treatment of stray animals shall not exceed TWO HUNDRED FIFTY DOLLARS (\$250.00); bite confinement charges shall not exceed FIVE HUNDRED DOLLARS (\$500.00); and charges for animal cruelty cases shall not exceed TWO THOUSAND DOLLARS (\$2,000.00).

Duplin County Animal Services — Service Price List

for
Warsaw Animal Hospital

• Shelter Visit	\$100.00
• Surgery	
• Feline Spay	\$60.00
• Feline Neuter	\$40.00
• Canine Spay	\$100.00
• Canine Neuter	\$80.00
• Exam	
• Office Exam	\$42.00 \$44.00
• Puppy Exam / kitten	\$20.00 \$31.00
• Rabies Exam	\$30.00 \$31.00
• Fecal	
• Float	\$18.00 \$18.00
• Urinal	\$20.00 \$29.00
• Parvo Tests	\$45.00 \$50.00
• Feline FIV/Leuk Test	\$47.00 \$57.00
• Skin Scrapes	\$18.00 \$18.00
• X-rays	\$24.00 \$34.00
• Additional Views	\$42.00 \$45.00
• Spint	\$78.00 \$78.00
• Blood Chem	\$81.00 \$99.00
• CBC	\$34.00 \$35.00

NORTH CAROLINA DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this [redacted] by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and [redacted] a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. **TERM OF CONTRACT.** The Term of this Contract for Services is [redacted] sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to [redacted] COUNTY other wise agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials,

employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

- \$1,000,000 per occurrence/\$2,000,000 aggregate --- Bodily Injury Liability, and
- \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence/\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. LICENSE, CERTIFICATION, AND REGISTRATION OF PERSONNEL. All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

7. CONFIDENTIALITY. All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

8. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

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CONTRACTOR shall further comply with all federal, state, and local requirements related to participation of minority and historically underutilized businesses in all aspects of the services to be provided under this Contract.

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

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If, through any cause, CONTRACTOR shall fail to fulfill its contractual obligations in a timely and proper manner, COUNTY shall give written notice and CONTRACTOR shall correct the stated inadequacy within a fifteen (15) business day cure period. If CONTRACTOR fails to timely correct the inadequacy, then COUNTY shall have the right to immediately terminate the Contract by giving written notice specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by CONTRACTOR under this contract shall, at the COUNTY's option, become its property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactorily completed work minus any payment or compensation previously received. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by virtue of CONTRACTOR's breach of this agreement, and COUNTY may withhold payment due to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY can be determined. Without limiting any other remedies that may be available in the case of breach by CONTRACTOR, COUNTY may procure contract services from another source and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of default under this contract.

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

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14. E-VIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

15. IRAN DIVESTMENT ACT. CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government

Units. (G.S. 143C-6A-6(g)). It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

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

[Redacted address block]

[Redacted address block]

19. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

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22. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

23. **ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

24. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

26. **AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

[Signature]
Date Reviewed: 7-30-74

CONTRACTOR

By: *[Signature]*
Printed Name: *Allen Martin Dill*
Title: *Veterinarian Partner*

DUPLIN COUNTY

By: *[Signature]*
Printed Name: *Dexter B. Edwards*
Title: *Chairman*

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

[Signature]
Duplin County Finance Officer

ATTACHMENT 1" to follow

DUPLIN COUNTY



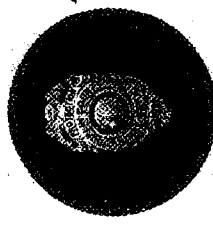
ANIMAL SERVICES

287 FAIR GROUNDS DRIVE
KENANSVILLE, NC 28349
PHONE: (910) 296-2159
EMAIL: dcaanimals@duplincountync.com

SCOPE OF WORK: Contractor Responsibilities:

- Provide training for Animal Services staff members as requested by the Duplin County Animal Services Supervisor or designee related to topics including but not limited to animal care, animal handling and behavior, shelter medicine, North Carolina certified rabies vaccinator program, euthanasia etc.
- Consult with Animal Services Supervisor or designee to develop and monitor standard operating procedures that include, but are not limited to, animal health and husbandry; disease outbreak and management and the care of individual animals that are injured or ill.
- Perform examinations, make recommendations, and provide medical care to animals involved in animal cruelty or neglect cases and provide expert testimony regarding same as needed.
- Provide emergency veterinary care to ill and injured animals as requested by the Duplin County Animal Services Supervisor or designee. The scope of care provided in these situations shall be limited to life saving measures for the purpose of stabilizing a pet in order to provide an opportunity for the owner of a pet to recover the pet, and to relieve suffering and pain. Should the contractor be unavailable for after hour Emergency care Coastal Veterinary Emergency Clinic of Jacksonville N. C will be used.
- Maintain Federal Drug Enforcement Administration and North Carolina Department of Health & Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services licensure for the handling and keeping of controlled substances used for spay/neuter and field services activities at the Duplin County Animal Shelter. Provide oversight of these drug records to the extent necessary to meet the requirements of the North Carolina Controlled Substances Act and Department Policy and Procedure regarding the handling, storage and record keeping for controlled substances.

DUPLIN COUNTY



ANIMAL SERVICES

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- Maintain a license to practice veterinary medicine that is current and in good standing in the state of North Carolina as well as the level of expertise and education necessary to keep abreast of current industry standards and practices.
- ***See attached Service Price List which is incorporated as part of Attachment 1. As indicated in the parties' Contract, charges for treatment of stray animals shall not exceed TWO HUNDRED FIFTY DOLLARS (\$250.00); bite confinement charges shall not exceed FIVE HUNDRED DOLLARS (\$500.00); and charges for animal cruelty cases shall not exceed TWO THOUSAND DOLLARS (\$2,000.00).

Division of Child and Family Well-Being
Agreement Addendum
FY 24-25

Duplin County Health Department Local Health Department Legal Name	Community Nutrition Services Section / WIC DCFW Section/ Unit Name
403 WIC Activity Number and Description	Kimberly Lovenduski, (919) 218-3654, kim.lovenduski@dhs.nc.gov DCFW Program Contact (name, phone number, and email)
06/01/2024 – 05/31/2025 Service Period	DCFW Program Signature (only required for a negotiable Agreement Addendum)
07/01/2024 – 06/30/2025 Payment Period	
☐ Original Agreement Addendum ☒ Agreement Addendum Revision # 1	
I. Background: No change.	
II. Purpose: This Agreement Addendum Revision #1 provides additional funds to the Local Health Department (LHD) base caseload assignment for the period of June 1, 2024 through May 31, 2025, as defined in the original Agreement Addendum's Attachment A-2. This funding increase, will enhance the LHD's ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.	
III. Scope of Work and Deliverables: As of June 1, 2024, this Agreement Addendum Revision #1 replaces Paragraph 2 in its entirety with the following: 2. The Local Health Department shall maintain active participation in the WIC Program, which is at least 97% of the base caseload. From June 1, 2024 through May 31, 2025, the updated base caseload for the Local Health Department's local WIC agency is provided in Attachment A-2 (in this Agreement Addendum Revision #2).	
Health Director Signature (use blue ink or verifiable digital signature)	Date
LHD is complete: (If DCFW program contact name, phone number, and email address follow-up information is needed.)	LHD program contact name: _____ Phone and email address: _____
Signature on this page signifies you have read and accepted all pages of this document. Template rev. October 2023	

Dr. Martin's Large Animal Clinic Owen Martin, DVM 1472 Hwy. 24 & 30 • Warsaw, NC 28398 Telephone: 910-293-3344		Date: _____
Client Name: _____ Client Address: _____ Patient's Name: _____ Patient's Name: _____ Patient's Name: _____ Patient's Name: _____ Patient's Name: _____	County: _____ City: _____ State: _____ Zip: _____ Breed: _____ Breed: _____ Breed: _____ Breed: _____ Breed: _____ Breed: _____	Sex: _____ Sex: _____ Sex: _____ Sex: _____ Sex: _____ Sex: _____
Exam/Office Visit/Exam (L.A.)		
Quantity	Cost	Quantity
Emergency	50-100	Quantity
Rectal Exam	60-100	Quantity
Exam / Head	50-100	Quantity
Exam/Health Cert	50-100	Quantity
Farm Call	100	Quantity
Lameness Exam	100	Quantity
Pre-Purchase Exam	100	Quantity
Time on Farm	100	Quantity
Hazard Risk	N/A	Quantity
Radiology (L.A.)		
Quantity	Cost	Quantity
Pregnancy Exam Palpation BQ	75	Quantity
Ultrason	100	Quantity
RX Medications (L.A.)		
Quantity	Cost	Quantity
Benzathine Biotic 100 ml	60	Quantity
Benzathine Paste 1500 mg	40	Quantity
Deworming	30	Quantity
Desonolone 2mg 100 ml	40	Quantity
Dial Gel	N/A	Quantity
Diazepam Gel	40	Quantity
Doxycycline	N/A	Quantity
Phenylbutazone Paste	40	Quantity
Phenylbutazone 1.1 lbs	40	Quantity
Phenylbutazone 2.2 lbs	40	Quantity
Scarflet Oil Spray	40	Quantity
Ty-Tri Eye Ointment	40	Quantity
Vaccinations (L.A.)		
Quantity	Cost	Quantity
CD&T (Sheep Goat Cattle)	10	Quantity
EWT/ W/V/ Tetanus	50	Quantity
Rabies (L.A.)	30	Quantity
Rhizo/Fit Vaccination	40	Quantity
Strep-Equi Intranasal	40	Quantity
Tetanus Toxoid	40	Quantity
Surgery Professional Services (L.A.)		
Quantity	Cost	Quantity
Excise Prong Flesh (L.A.)	75-100	Quantity
Excise Skin Flap (L.A.)	75-100	Quantity
Lance & Flush Abscess	75-100	Quantity
Suture Wound	100-150	Quantity
Surgery (L.A.)		
Quantity	Cost	Quantity
Emergency C-Section	N/A	Quantity
Crypt Orchiid Castration	N/A	Quantity
Cesarean	300	Quantity
Genet Surgery (L.A.)	300-500	Quantity
Remus Surgery (L.A.)	100-250	Quantity
Wound Repair (L.A.)	N/A	Quantity
Prosthes Replacement	N/A	Quantity
Artificial Incontinence	N/A	Quantity
Overnight Inpatient	N/A	Quantity
Total Amount Due		

- IV. **Performance Measures / Reporting Requirements:**
As of June 1, 2024, this Agreement Addendum Revision #1 replaces Subparagraph a. under Paragraph 1. Performance Measures in its entirety with the following:
- a. Maintain active participation in the WIC Program, which is at least 97% of the base caseload.
- The base caseload for the Local Health Department's local WIC agency is provided in:
- i. Agreement Addendum Revision #1 for the period June 1, 2024 through May 31, 2025, Attachment A-2.

- V. **Performance Monitoring and Quality Assurance:**
No change.

- VI. **Funding Guidelines or Restrictions:**
As of June 1, 2024, this Agreement Addendum Revision #1 adds additional fund delineated by the code "2D15403" have been placed in the "Client Services" category of the WIC budget.
- If the Local Health Department chooses to redistribute funds among the four WIC activities (Client Services, Breastfeeding Promotion, Nutrition Education, and General Administration), adhering to threshold requirements, it may do so by completing a budgetary realignment request utilizing the WIC Program form and submitting it to the Community Nutrition Services Section.
- For the period of June 1, 2024 through May 31, 2025 the participation rate of \$16.60 per participant per month was in effect. For the period of June 1, 2024 through May 31, 2025 the participation rate of \$16.70 per participant per month has been established with Revision #1. This increases the rate per participant by \$.10 per participant.

Activity 82		2018-19		2019-20		2020-21		2021-22		2022-23		2023-24		2024-25		2025-26		2026-27		2027-28		2028-29		2029-30		2030-31		2031-32		2032-33		2033-34		2034-35		2035-36		2036-37		2037-38		2038-39		2039-40		2040-41		2041-42		2042-43		2043-44		2044-45		2045-46		2046-47		2047-48		2048-49		2049-50		2050-51		2051-52		2052-53		2053-54		2054-55		2055-56		2056-57		2057-58		2058-59		2059-60		2060-61		2061-62		2062-63		2063-64		2064-65		2065-66		2066-67		2067-68		2068-69		2069-70		2070-71		2071-72		2072-73		2073-74		2074-75		2075-76		2076-77		2077-78		2078-79		2079-80		2080-81		2081-82		2082-83		2083-84		2084-85		2085-86		2086-87		2087-88		2088-89		2089-90		2090-91		2091-92		2092-93		2093-94		2094-95		2095-96		2096-97		2097-98		2098-99		2099-00		2100-01		2101-02		2102-03		2103-04		2104-05		2105-06		2106-07		2107-08		2108-09		2109-10		2110-11		2111-12		2112-13		2113-14		2114-15		2115-16		2116-17		2117-18		2118-19		2119-20		2120-21		2121-22		2122-23		2123-24		2124-25		2125-26		2126-27		2127-28		2128-29		2129-30		2130-31		2131-32		2132-33		2133-34		2134-35		2135-36		2136-37		2137-38		2138-39		2139-40		2140-41		2141-42		2142-43		2143-44		2144-45		2145-46		2146-47		2147-48		2148-49		2149-50		2150-51		2151-52		2152-53		2153-54		2154-55		2155-56		2156-57		2157-58		2158-59		2159-60		2160-61		2161-62		2162-63		2163-64		2164-65		2165-66		2166-67		2167-68		2168-69		2169-70		2170-71		2171-72		2172-73		2173-74		2174-75		2175-76		2176-77		2177-78		2178-79		2179-80		2180-81		2181-82		2182-83		2183-84		2184-85		2185-86		2186-87		2187-88		2188-89		2189-90		2190-91		2191-92		2192-93		2193-94		2194-95		2195-96		2196-97		2197-98		2198-99		2199-00		2200-01		2201-02		2202-03		2203-04		2204-05		2205-06		2206-07		2207-08		2208-09		2209-10		2210-11		2211-12		2212-13		2213-14		2214-15		2215-16		2216-17		2217-18		2218-19		2219-20		2220-21		2221-22		2222-23		2223-24		2224-25		2225-26		2226-27		2227-28		2228-29		2229-30		2230-31		2231-32		2232-33		2233-34		2234-35		2235-36		2236-37		2237-38		2238-39		2239-40		2240-41		2241-42		2242-43		2243-44		2244-45		2245-46		2246-47		2247-48		2248-49		2249-50		2250-51		2251-52		2252-53		2253-54		2254-55		2255-56		2256-57		2257-58		2258-59		2259-60		2260-61		2261-62		2262-63		2263-64		2264-65		2265-66		2266-67		2267-68		2268-69		2269-70		2270-71		2271-72		2272-73		2273-74		2274-75		2275-76		2276-77		2277-78		2278-79		2279-80		2280-81		2281-82		2282-83		2283-84		2284-85		2285-86		2286-87		2287-88		2288-89		2289-90		2290-91		2291-92		2292-93		2293-94		2294-95		2295-96		2296-97		2297-98		2298-99		2299-00		2300-01		2301-02		2302-03		2303-04		2304-05		2305-06		2306-07		2307-08		2308-09		2309-10		2310-11		2311-12		2312-13		2313-14		2314-15		2315-16		2316-17		2317-18		2318-19		2319-20		2320-21		2321-22		2322-23		2323-24		2324-25		2325-26		2326-27		2327-28		2328-29		2329-30		2330-31		2331-32		2332-33		2333-34		2334-35		2335-36		2336-37		2337-38		2338-39		2339-40		2340-41		2341-42		2342-43		2343-44		2344-45		2345-46		2346-47		2347-48		2348-49		2349-50		2350-51		2351-52		2352-53		2353-54		2354-55		2355-56		2356-57		2357-58		2358-59		2359-60		2360-61		2361-62		2362-63		2363-64		2364-65		2365-66		2366-67		2367-68		2368-69		2369-70		2370-71		2371-72		2372-73		2373-74		2374-75		2375-76		2376-77		2377-78		2378-79		2379-80		2380-81		2381-82		2382-83		2383-84		2384-85		2385-86		2386-87		2387-88		2388-89		2389-90		2390-91		2391-92		2392-93		2393-94		2394-95		2395-96		2396-97		2397-98		2398-99		2399-00		2400-01		2401-02		2402-03		2403-04		2404-05		2405-06		2406-07		2407-08		2408-09		2409-10		2410-11		2411-12		2412-13		2413-14		2414-15		2415-16		2416-17		2417-18		2418-19		2419-20		2420-21		2421-22		2422-23		2423-24		2424-25		2425-26		2426-27		2427-28		2428-29		2429-30		2430-31		2431-32		2432-33		2433-34		2434-35		2435-36		2436-37		2437-38		2438-39		2439-40		2440-41		2441-42		2442-43		2443-44		2444-45		2445-46		2446-47		2447-48		2448-49		2449-50		2450-51		2451-52		2452-53		2453-54		2454-55		2455-56		2456-57		2457-58		2458-59		2459-60		2460-61		2461-62		2462-63		2463-64		2464-65		2465-66		2466-67		2467-68		2468-69		2469-70		2470-71		2471-72		2472-73		2473-74		2474-75		2475-76		2476-77		2477-78		2478-79		2479-80		2480-81		2481-82		2482-83		2483-84		2484-85		2485-86		2486-87		2487-88		2488-89		2489-90		2490-91		2491-92		2492-93		2493-94		2494-95		2495-96		2496-97		2497-98		2498-99		2499-00		2500-01		2501-02		2502-03		2503-04		2504-05		2505-06		2506-07		2507-08		2508-09		2509-10		2510-11		2511-12		2512-13		2513-14		2514-15		2515-16		2516-17		2517-18		2518-19		2519-20		2520-21		2521-22		2522-23		2523-24		2524-25		2525-26		2526-27		2527-28		2528-29		2529-30		2530-31		2531-32		2532-33		2533-34		2534-35		2535-36		2536-37		2537-38		2538-39		2539-40		2540-41		2541-42		2542-43		2543-44		2544-45		2545-46		2546-47		2547-48		2548-49		2549-50		2550-51		2551-52		2552-53		2553-54		2554-55		2555-56		2556-57		2557-58		2558-59		2559-60		2560-61		2561-62		2562-63		2563-64		2564-65		2565-66		2566-67		2567-68		2568-69		2569-70		2570-71		2571-72		2572-73		2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000230

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency:	05-22-24	USDA, Food and Nutrition Service
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El = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

Sign and Date: DCPIV Program Staff	6/28/24	Sign and Date: DCPIV Program Admin	6/28/2024
<i>Sarah Gabriel</i>		<i>Holly Jackson</i>	
Sign and Date: DCPIV Budget Admin	6-28-24	Sign and Date - Approved by DCPIV Budget Board	6/28/2024
<i>Lisa Rogers</i>		<i>Sarah C. Gimsrud</i>	

Sarah Gabriel 6/28/24

6-28-24

Sign and Date - DCFW Program Admin *Holly Jackson* 6/28/2024

Sarah C. Primarud 6/28/2024

Division of Public Health
Agreement Addendum
FY 24-25

Duplin County Health Department Local Health Department Legal Name	Epidemiology / Immunization Branch DPH Section / Branch Name
716 CDC COVID-19 Vaccination Program Activity Number and Description	Deji Ayankoya, 919-418-8591 ayankoya@dhhs.nc.gov DPH Program Contact (name, phone number, and email)
06/01/2024 -- 05/31/2025 Service Period	DPH Program Signature (only required for a negotiable Agreement Addendum)
07/01/2024 -- 06/30/2025 Payment Period	Date
☒ Original Agreement Addendum ☐ Agreement Addendum Revision # _____	

I. Background:

As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116-260) and the American Rescue Plan Act of 2021 (P.L. 117-2), North Carolina received supplemental funding to assist the local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.

Local health departments are to focus on the work of removing barriers and expanding their COVID-19 vaccination programs. The maintenance of on-site, satellite, temporary or off-site COVID-19 vaccination clinics must adhere to cold-chain procedures in accordance with the vaccine manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. Priority must be given to activities focused on the hard-to-reach, high-risk, underserved populations and increasing vaccine confidence to increase community vaccine coverage. Vaccine hesitancy is a complex matter that involves various factors, such as confidence, complacency, and convenience.

II. Purpose:

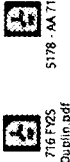
The Local Health Department is to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and expanding its COVID-19 vaccination program, with an emphasis on reaching high-risk and underserved populations, including racial and ethnic minorities, and all others disproportionately affected by COVID-19.

To reduce the spread of the SARS-CoV-2 virus and its variants, we need to sustain our vaccination efforts as new products become available and vaccinate as many people as possible. Planning and

Health Director Signature	(use blue ink or verifiable digital signature)	Date
LHD to complete: Print name in contact in case of emergency Following information is needed: _____ Phone and email address: _____		

Signature on this page signifies you have read and accepted all pages of this document. Template rev. June 2023

Attachments:



Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes.

response require close collaboration among public and private sector partners, public health emergency response and emergency management, healthcare organizations, and healthcare industry groups within the community. A key component is community sustainability so that the LHD is prepared for updated COVID-19 vaccines and is prepared to implement influenza vaccination both seasonally and as part of pandemic preparedness.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Vaccinate eligible populations for COVID-19 vaccines in accordance with all requirements and the most current official CDC/HHS recommendations for COVID-19 vaccines as published as in the Morbidity and Mortality Weekly Report (MMWR) and comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 vaccine.
2. Ensure designated healthcare professionals receive the training needed to ensure COVID-19 vaccines are stored, handled, prepared, and administered correctly. Training must be ongoing as new COVID-19 vaccines become available and as recommendations evolve when we learn more about the vaccines and how to improve the vaccination process. Those requirements include:
 - a. COVID-19 vaccine management
 - b. Storage and handling procedures
 - c. Vaccine preparation and administration
 - d. Documentation and record keeping
 - e. Proper procedures for facilitating vaccine transfers between providers, and
 - f. Reporting requirements as required by NCDHHS/DPH and the CDC.
3. Identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, other physician offices, and community-based organizations) to combine efforts and implement strategies to vaccinate all eligible populations with COVID-19 vaccine.
4. Ensure safe implementation of on-site, satellite, temporary, off-site, or other alternative vaccination clinics. Follow CDC guidance for planning vaccination clinics that includes clinical considerations such as social distancing, responding to medical emergencies, vaccine storage, handling, administration, and documentation.¹ Large-scale clinics, such as those held in arenas or stadiums require added logistical and technical considerations. Partners may need to be engaged to accomplish aspects of the local plan, such as National Guard, local law enforcement, local emergency management, local hospitals, and pharmacies.
5. Conduct vaccination clinics that are open to the public. These clinics may be provisionally located at walk-through sites (churches, community centers, outdoor tents) or other settings such as mobile, curbside, or drive-through sites.
6. Adjust clinic plans to accommodate a variety of scenarios due to vaccine hesitancy and no-show rates. Vaccine hesitancy includes many factors such as a lack of vaccine confidence, complacency about the virus, and the inconvenience of obtaining a vaccine. Focus activities to establish and build trust among hard-to-reach, high-risk, and underserved populations.

¹ <https://www.cdc.gov/vaccines/hcp/admin/mas-clinic-activities/index.html>

7. Educate the public on the benefits of receiving the COVID-19 vaccine. Foster trust in conversations with the public to address specific topics on vaccine hesitancy.
8. Leverage established relationships and establish new partnerships with COVID-19 vaccine program partners (e.g., HIV, nutrition services, WIC, rural health) to disseminate standardized health promotion materials to clients receiving other services. Other partnerships may include a variety of community organizations and places where people gather such as churches, community centers, homeless shelters, jails/prisons, and businesses such as barber shops and processing plants.
9. Estimate the resources needed to support COVID-19 vaccine administration and outreach activities and hire or reassign staff additional personnel to support these functions.
10. Procure supplies for vaccination clinics, as needed. Examples include, but are not limited to:
 - a. Hand sanitizer with at least 60% alcohol for hand hygiene
 - b. Clinic sanitizing wipes and cleaning supplies to allow for frequent cleaning of the clinic area or vaccine station
 - c. Personal Protective Equipment (PPE) (e.g., mask/face coverings, gloves)
 - d. Signage for clinic workflow through the vaccination process
 - e. Blood pressure monitor
 - f. Stethoscope
 - g. First aid kit
11. Store vaccine in proper vaccine storage equipment (e.g., refrigerators, freezers, portable storage units), and use CDC-recommended Digital Data Logger (DDL) with a valid Certificate of Calibration Testing for temperature monitoring of vaccine storage units. A DDL's Certificate of Calibration Testing must include:
 - a. Model/device name or number
 - b. Serial number
 - c. Date of calibration (report or issue date)
 - d. Confirmation that the instrument passed testing (or instrument is in tolerance)
 - e. Recommended uncertainty of $\pm 0.5^{\circ}\text{C}$ ($\pm 1^{\circ}\text{F}$) or less
12. Follow relevant CDC vaccine transport requirements to prepare COVID-19 vaccines for transport from the LHD to off-site clinics. COVID-19 vaccine products are temperature-sensitive and must be stored and handled correctly to ensure efficacy and maximize shelf life. Proper storage and handling practices are critical to minimize vaccine loss and limit the risk of administering COVID-19 vaccine with reduced effectiveness.
13. Follow CDC COVID-19 Vaccination Provider Requirements for COVID-19 vaccine storage and handling.²
14. Complete the form "Planned Use of Federal Immunization Program Funds" via Smarsheet³ by August 30, 2024. Allowable expenditures are detailed in Attachment A.

² <https://www.cdc.gov/vaccines/imz/downloads/storage/booklet/index.html>

³ <https://app.smarsheet.com/fo/form/959c0f95c0d64ae58f14d51c764c53a3>

IV. Performance Measures / Reporting Requirements:

1. Performance Measures

- a. Report vaccine administration data on all vaccine recipients via NCIR and as directed by the CDC COVID-19 Vaccination Program Agreement (through May 2025) and by the CDC Vaccine for Children Provider Agreement thereafter.
- b. Track and report COVID-19 vaccine transfers and vaccine wastage/spillage occurrences according to the NC DHHS/DPH guidelines.
- c. Ensure designated staff receive training on COVID-19 vaccine administration, management, inventory, and reporting requirements as required by CDC and NC DHHS/DPH.

2. Reporting Requirements

Complete the following reports via the SmartSheet dashboard.*

- a. **Monthly Financial Reports:** These monthly financial reports will report on the prior month and are due by the 24th of the month.
- b. **Semiannual Program Reports:** These semiannual program reports will report on the prior period and are due by the 15th of the month. The semiannual periods and due dates for these program reports are:

June 2024	due July 15, 2024
July–December 2024	due January 15, 2025
January–May 2025	due June 15, 2025

V. Performance Monitoring and Quality Assurance:

- 1. The Immunization Branch will monitor this Activity through review of the required monthly and semiannual reports as described above, vaccine immunization data, and reporting data in NCIR.
- 2. Technical consultation to support LHDs in meeting these objectives will be provided by the Immunization Branch, as needed, to ensure that the LHD meets the objectives.

VI. Funding Guidelines or Restrictions:

- 1. Requirements for pass-through entities: Requirements for pass-through entities: In compliance with 2 CFR §200.331 – Requirements for pass-through entities, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

* <https://apps.smartsheet.com/b/publish/?QBCF=20e1496dfdb34099a4b885c4ee4f3ad>

2. Attachment A provides a list of examples of allowable and non-allowable costs and activities using federal Immunization Program funds. In addition to that list:

- a. It is typically CDC's policy that the use of appropriated funds, including gift funds to purchase promotional items, is prohibited unless it is an absolute necessity to support the Local Health Department's COVID mission. Such prohibited promotional items include but are not limited to plaques, clothing, and commemorative items such as pens, mugs, cups, folders, folios, lanyards, and conference bags. In general, such items or tokens to be given to individuals are considered personal gifts for which appropriated funds may not be expended even when these items contain educational or promotional information. Requests for exceptions to this policy must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.
- b. These funds may be used for the printing of immunization educational materials. However, these materials may not be printed on a gift item, as described in Paragraph 2.a above without prior CDC authorization. Requests for exceptions to this requirement must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.
- c. Costs associated with food and meals are NOT permitted.

Attachment A — Examples of Allowable and Non-Allowable Expenditures

Examples of allowable costs include:

- Equipment**
 - Vaccine storage equipment (i.e., purpose-built or pharmaceutical grade vaccine refrigerator, freezer) specifically designed to store vaccine
 - Digital Data Logger (DDL) Temperature Monitoring Devices
 - Portal refrigerator or freezers (please refer to the CDC transport guidelines at <https://www.cdc.gov/vaccines/hcp/admin/storage/occlkit/storage-handling-toolkit.pdf>)
 - Computers (e.g., desktop, laptop, tablets)
 - Generators
 - Audio-visual equipment (e.g., any product containing visual imagery, sound, or both)
- Personnel (term, temporary, students, overtime, contract staff, etc.)**
 - Costs can include infrastructure needs (e.g., staff, contractors, storage, space) that support vaccination operations
 - Employee salary and fringe
- Supplies**
 - Signage
 - Mail, postage, long distance calls, and computer transmittal cost for patient reminders
 - Hand sanitizer with at least 60% alcohol
 - Cleaning tools/supplies for frequent cleaning of clinic area
 - Supplies (e.g., PPE for use during vaccination clinic)
- Vehicle (may be allowable as they support COVID-19 vaccine administration & reporting)**
 - Vehicle Lease
 - Trailers and portable vehicle
(A "trailer" is defined as a portable vehicle built on a chassis that is designed to be hauled from one site to another by a separate means of propulsion and that

- Non-allowed costs:**
 - Research
 - Lobbying
 - Vaccine purchase
 - Purchase of alcoholic beverages
 - Entertainment costs (e.g., amusements, social activities, and related costs)
 - Major construction (e.g., new building, modification of more than 50% of structure, etc.)
 - Fundraising costs
- Construction and Renovation**
 - Renovations and minor construction (e.g., alteration of less than 50% total square footage of existing structure, renovation quotes), the building is suitable for human use, that is architecturally and structurally suitable for conversion
- Education and Outreach**
 - Health communication materials and health education (e.g., advertisement, media) to inform and protect the community
 - Registration fees for attendance at conferences, symposiums, or seminars if necessary to accomplish project or program objectives
- Vaccination Support**
 - Resources to complement, but not duplicate, other CDC vaccine delivery efforts (e.g., those activities covered under Activity 715)
- Incentives**
 - Purchase of land or building
 - Purchase of vehicle
 - Honoraria
 - Invention, Patent, or Licensing Costs
 - Meals
 - Trailers and portable vehicle units classified as real property may not be purchased

PD25 - FAS Activity No + Name: 716 CDC COVID-19 Vaccination Program

Federal award supplement FAS Number + Reason: 1 This FAS is accompanying an ADR-SE or an AA Revision-BE Revision.

Assistance Using NUI + Name: 93.266 Immunization Cooperative Agreements

Is award R&D? NO FAIN: NH23IP92624 DCR: n/a

Fed award project description: CDC-R64-IP19-190 Immunization and Vaccines for Children Grant Amendment Supplement Action

Fed and state + awarding agency: 03-31-21 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UE	Federal funds from grant listed above	Total federal funds for entire activity	Subrecipient's UE	Federal funds from grant listed above	Total federal funds for entire activity
Alabama	F5WYHJ31N3	\$ 7,885	\$ 7,885	Jackson	X7W4Y6ZP574	\$ 7,885
Albany	NA4V511PMK3	\$ 2,502	\$ 2,502	Johnston	SYGAGEFDRV7	\$ 7,885
Alexander	XVEEJ5W7U09	\$ 21,258	\$ 21,258	Jones	HE3N9RUE2797	\$ 32,490
Anson	PK8D7T5JCC3	\$ 44,329	\$ 44,329	Lee	F648UC93J45	\$ 184,023
Appalachian	CD78H8B6539	\$ 2,066	\$ 2,066	Lenoir	QKUF137VGH6	\$ 128,073
Beaufort	RM15XFQALX6	\$ 176,394	\$ 176,394	Lincoln	UG6G55X8G35	\$ 11,044
Bladen	TLCTJMDJH48	\$ 7,885	\$ 7,885	Macon	L1P3RC6Z1L3	\$ 42,627
Brunswick	M380U4M91T5	\$ 285,103	\$ 285,103	Madison	Y06GF80Y739	\$ 7,885
Buncombe	W5TC0M4HE69	\$ 5,401	\$ 5,401	MTW	ZKX5G8R8B76	\$ 73,398
Burke	K7JHJFQ4M45	\$ 322,532	\$ 322,532	Moore	E213X16M468	\$ 766,122
Cabarrus	RXDNEJ3JPU7	\$ 94,287	\$ 94,287	Montgomery	E782AJN3BFL3	\$ 7,885
Caldwell	HL4F6JNGE97	\$ 62,702	\$ 62,702	Nash	HF5K56GM7	\$ 218,367
Carroll	UC6M2JNM158	\$ 38,228	\$ 38,228	New Hanover	F71LTJ2GPEJ1	\$ 7,885
Catawba	G7U4M4G4M41	\$ 7,885	\$ 7,885	Northampton	CMA2KCAL844	\$ 7,885
Chatham	K57FQ2Z05F1	\$ 7,885	\$ 7,885	Oslo	EGE7N9M5556	\$ 7,885
Cherokee	DC6K6H411M5	\$ 7,885	\$ 7,885	Orange	GFFMCM9DA33	\$ 8,213
Cleveland	HYKLQWMLXK7	\$ 7,885	\$ 7,885	Pamlico	FT159QFAU344	\$ 8,213
Clay	U4M4M4M4L483	\$ 56,996	\$ 56,996	Pender	TL18E678R0P5	\$ 7,885
Columbus	V1U3A1L97407	\$ 7,885	\$ 7,885	Person	F08LFJG44B14	\$ 7,885
Craven	L1Z2U8L2Q214	\$ 7,885	\$ 7,885	Pitt	V2MPCLFT5K6	\$ 57,701
Cumberland	HALH08M3364	\$ 7,885	\$ 7,885	Polk	Q268ZPGLX49	\$ 76,361
Dare	ELV6J6811Q6	\$ 21,917	\$ 21,917	Randolph	T38MPLCV5M5	\$ 160,000
Davidson	C9P5MDC7N77	\$ 66,073	\$ 66,073	Richmond	Q63F7X7JN3M4	\$ 186,568
Davie	L84861H2V39	\$ 106,355	\$ 106,355	Robeson	L4BEJ0FJL4K5	\$ 167,140
Duplin	K2M4G532KX3	\$ 189,726	\$ 189,726	Rockingham	KGCCHJ22Z43	\$ 167,140
Durham	LJ58A02JH1M7	\$ 177,560	\$ 177,560	Rowan	G6B70CV96M66	\$ 417,161
Edgecombe	MMALX44A017	\$ 85,961	\$ 85,961	Sampson	WRT9C5K1CY5	\$ 34,619
Foothills	NGTEF2M08L4	\$ 17,102	\$ 17,102	Scotland	PWTCJQSCM55	\$ 104,822
Forsyth	V6B8V057YV5	\$ 1,122,080	\$ 1,122,080	Stanly	UB8M2JYPL7C5	\$ 104,822
Franklin	FF1TQCM4143	\$ 128,969	\$ 128,969	Stokes	M41TASJNMS1	\$ 121,792
Gaston	QX19R8A05J6	\$ 107,185	\$ 107,185	Surry	W4CTH24C93B	\$ 7,885
Graham	L8M4W4Q2TYN7	\$ 12,036	\$ 12,036	Swain	TAE3M92L4Q44	\$ 235,176
Greene	MQ3KX22EJ83	\$ 86,205	\$ 86,205	Toe River	JUA6GAU9M1	\$ 62,072
Guilford	YB8D6GFJPM03	\$ 769,408	\$ 769,408	Transylvania	LHW8DA4G815	\$ 127,914
Halifax	ML8M4J33V5	\$ 11,811	\$ 11,811	Union	FT2J2JPLM0J3	\$ 124,655
Harnett	J8DCD9V418X7	\$ 212,402	\$ 212,402	Wake	TLMAUSCMPSUS	\$ 148,719
Haywood	DQ8ZEVAV95G5	\$ 46,692	\$ 46,692	Wayne	DACFHLQPM51	\$ 30,000
Henderson	T65AR811LQ5	\$ 140,237	\$ 140,237	Wilkes	M14KKHY2NMR3	\$ 18,115
Hoke	CLG4S4A4R51	\$ 140,237	\$ 140,237	Willis	MEJDIJHYM655	\$ 18,115
Hyde	LT25VM36N64	\$ 7,948	\$ 7,948	Yadkin	PLC07J1EAB81	\$ 7,885
Iredell	XTNRL431A459	\$ 7,948	\$ 7,948	Yancey	L9MCM4K23B	\$ 7,885

UEI = Unique Entity Identifier Federal Award Reporting Requirements for Pass Through Agencies, 2.0N & 2.0D 311 DPA v4 11-04-19 (M)

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DPH-HAID-TS-County
For Fiscal Year: 24/25
McGrindPrint
Budgetary Estimate Number: 0

Activity 716	AA 133401 2806315 2030092002	Service Period	06/01-05/31		Proposed New Total
				Total Allocated	
Payment Period					
01 Alvarado	0	07/01-06/30	7,885	\$0.00	7,885
02 Alvarado	0		2,502	\$0.00	2,502
03 Alexander	0		21,258	\$0.00	21,258
04 Anson	0		44,328	\$0.00	44,328
05 Appleton	0		0	\$0.00	0
06 Beaufort	0		2,068	\$0.00	2,068
07 Bladen	0		176,394	\$0.00	176,394
08 Brunswick	0		7,885	\$0.00	7,885
09 Buncombe	0		285,103	\$0.00	285,103
10 Burke	0		5,401	\$0.00	5,401
11 Cabarrus	0		7,885	\$0.00	7,885
12 Caldwell	0		322,532	\$0.00	322,532
13 Carteret	0		94,287	\$0.00	94,287
14 Caswell	0		62,702	\$0.00	62,702
15 Catawba	0		38,228	\$0.00	38,228
16 Chatham	0		7,885	\$0.00	7,885
17 Cherokee	0		0	\$0.00	0
18 Clay	0		7,885	\$0.00	7,885
19 Columbus	0		56,998	\$0.00	56,998
20 Cumberland	0		7,885	\$0.00	7,885
21 Dare	0		21,917	\$0.00	21,917
22 Davidson	0		86,073	\$0.00	86,073
23 Davie	0		106,355	\$0.00	106,355
24 Duplin	0		188,726	\$0.00	188,726
25 Durham	0		177,560	\$0.00	177,560
26 Edgecombe	0		85,961	\$0.00	85,961
27 Foothills	0		17,102	\$0.00	17,102
28 Forsyth	0		1,122,080	\$0.00	1,122,080
29 Franklin	0		128,969	\$0.00	128,969
30 Gaston	0		107,185	\$0.00	107,185
31 Graham	0		12,038	\$0.00	12,038
32 Gran-Venice	0		86,205	\$0.00	86,205
33 Guilford	0		769,408	\$0.00	769,408
34 Halifax	0		11,811	\$0.00	11,811
35 Harnett	0		212,402	\$0.00	212,402
36 Haywood	0		0	\$0.00	0
37 Henderson	0		0	\$0.00	0
38 Hoke	0		48,692	\$0.00	48,692
39 Hyde	0		140,237	\$0.00	140,237
40 Iredell	0		7,948	\$0.00	7,948
41 Jackson	0		7,885	\$0.00	7,885

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51 Johnston	0	0	7,885	\$0.00	7,885
52 Jones	0	0	32,490	\$0.00	32,490
53 Lee	0	0	184,023	\$0.00	184,023
54 Lenoir	0	0	128,073	\$0.00	128,073
55 Lincoln	0	0	11,044	\$0.00	11,044
56 Macon	0	0	42,627	\$0.00	42,627
57 Madison	0	0	7,885	\$0.00	7,885
58 M-T-W	0	0	73,398	\$0.00	73,398
59 Mecklenburg	0	0	786,122	\$0.00	786,122
60 Montgomery	0	0	7,885	\$0.00	7,885
61 Moore	0	0	0	\$0.00	0
62 Nash	0	0	218,367	\$0.00	218,367
63 New Hanover	0	0	0	\$0.00	0
64 Northampton	0	0	7,885	\$0.00	7,885
65 Onslow	0	0	7,885	\$0.00	7,885
66 Orange	0	0	0	\$0.00	0
67 Pamlico	0	0	8,213	\$0.00	8,213
68 Person	0	0	7,885	\$0.00	7,885
69 PIR	0	0	57,701	\$0.00	57,701
70 Polk	0	0	76,361	\$0.00	76,361
71 Randolph	0	0	160,000	\$0.00	160,000
72 Richmond	0	0	166,568	\$0.00	166,568
73 Robeson	0	0	0	\$0.00	0
74 Rockingham	0	0	167,140	\$0.00	167,140
75 Rowan	0	0	417,161	\$0.00	417,161
76 Sampson	0	0	34,619	\$0.00	34,619
77 Scotland	0	0	104,822	\$0.00	104,822
78 Stanly	0	0	0	\$0.00	0
79 Stokes	0	0	121,782	\$0.00	121,782
80 Surry	0	0	0	\$0.00	0
81 Swain	0	0	7,885	\$0.00	7,885
82 Toe River	0	0	235,176	\$0.00	235,176
83 Transylvania	0	0	62,072	\$0.00	62,072
84 Union	0	0	127,914	\$0.00	127,914
85 Wake	0	0	0	\$0.00	0
86 Warren	0	0	124,655	\$0.00	124,655
87 Wayne	0	0	149,719	\$0.00	149,719
88 Wilkes	0	0	30,000	\$0.00	30,000
89 Wilson	0	0	18,115	\$0.00	18,115
90 Yadkin	0	0	0	\$0.00	0
91 Yancey	0	0	7,885	\$0.00	7,885
Totals	0	0	8,073,682	0	8,073,682

Sign and Date: DPH Program Administrator <i>Dyke Aguilera</i> 7/23/2024	Sign and Date: DPH Section Chief Mac Kemer 7/23/2024
Sign and Date: DPH Budget Officer - ATC Coordinator <i>Jay Riffe</i> 7/23/2024	Sign and Date: DPH Budget Officer <i>S. Riffe</i> 7/24/2024

**Division of Public Health
Agreement Addendum
FY 24-25**

Duplin County Health Department	Local and Community Support / Local Technical Assistance and Training
Local Health Department Legal Name	DPH Section / Branch Name
	Susan H. Little, 919-215-4473
	susan.little@dhs.nc.gov
121 ARPA TSP Public Health Services	DPH Program Contact
Activity Number and Description	(name, phone number, and email)

06/01/2024 – 05/31/2025	Service Period	DPH Program Signature (only required for a negotiable Agreement Addendum)	Date
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07/01/2024 - 06/30/2025

I. Background:

This funding, provided through budget receipts transferred from the ARPA Temporary Savings fund and made available through the NCCA 2023 Appropriations Act, HB 259, provides a \$50,000 grant in each year of the 2023-2025 fiscal biennium to each local health department to support activities authorized under the General Aid-to-Counties Agreement Addendum including the delivery of the 10 Essential Public Health Services per GS § 130A-1.1,¹ the core functions of public health (Assessment, Policy Development, Assurance), and the specific health needs or health status indicators selected by each local health department.

Per HB 259, Section 4.7 (i), "The funds appropriated from the State Fiscal Recovery Fund in this act and in prior enactments of the General Assembly shall not revert at the end of each fiscal year of the 2023-2025 fiscal biennium but shall remain available to expend and appropriate until the date set by applicable federal law or guidance."

III.

Purpose: This Agreement Addendum for Activity 121 further enhances the ability of local health departments to deliver the essential services and core functions of public health to address the specific health needs or health status indicators selected by the local health department.

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

Health Director Signature (use blue ink or verifiable digital signature) _____ Date _____

LHD to complete: _____ LHD program contact name: _____
[For DPH to contact in case follow-up information is needed.] Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

Template rev. June 2023

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The North Carolina General Statute § 130A-1.1(b) states: a local health department shall ensure that the following 10 Essential Public Health Services are available and accessible to the population in each county served by the local health department:

- Assessment**
1. Monitor health status to identify community health problems.
 2. Diagnose and investigate health problems and health hazards in the community.
- Policy Development**
3. Inform, educate, and empower people about health issues.
 4. Mobilize community partnerships to identify and solve health problems.
 5. Develop policies and plans that support individual and community health efforts.
- Assurance**
6. Enforce laws and regulations that protect health and ensure safety.
 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
 8. Assure a competent public health and personal health care workforce.
 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
 10. Research for new insights and innovative solutions to health problems.

III. **Scope of Work and Deliverables:**

These funds may be used for any public health program or purpose, any locally identified need or current health status indicator, and to support the delivery of the core functions of public health and 10 Essential Public Health Services. The Local Health Department must report at the end of the fiscal year how the funds were spent related to the 10 Essential Public Health Services and core public health functions to address priority health needs or health status indicators selected by each local health department. Use of these funds may NOT supplant current state, federal or local funding.

To qualify for these funds, the Local Health Department must have a Permanent or Interim Health Director per NC GS § 130A-40. In addition, if that Health Director has never served in that role in North Carolina previously, that Health Director must participate in the *Orientation for New Local Health Directors* coordinated by the North Carolina Association of Local Health Directors. Additionally, the Local Health Department must be currently accredited by the North Carolina Local Health Department Accreditation Board.

IV. **Performance Measures / Reporting Requirements:**

1. **Performance Measures**
 - a. **Measure #1:** The LHD shall invest this funding in specific health needs or health indicators including but not limited to the 10 Essential Public Health Services or core public health functions.
 - b. **Measure #2:** The LHD shall identify the specific health needs or health status indicators selected for prioritization under this funding.
 - c. **Measure #3:** The LHD shall identify the impact funding will have/had on the identified health needs or health status indicators selected for prioritization.

2. **Reporting Requirements**

By July 24, 2025, the LHD shall complete the following reports via the Smartsheet dashboard.²

² <https://app.smartsheet.com/b/public/7E0BCT-82018408e7b44e7b44e113b6e536fb>

a. **Expenditures by Type Report:** LHD will provide funding expenditures by type for the annual reporting period.

1. Personnel (Salaries, Fringe, Benefits, etc. Do not include contracted staff)
2. Training and Education
3. Travel and Mileage
4. Medical Supplies
5. Office/Administrative Supplies
6. Contracted Services (included contracted staff)
7. Other administrative costs (specify)
8. Other (specify)

b. **Prioritized Health Needs or Indicators and Statement of Impact Report:** LHD will select one or more of the following health needs or indicators prioritized for the annual reporting period:

1. Environmental Health
2. Communicable Disease
3. Maternal Health
4. Child Health
5. Chronic Disease
6. Injury Prevention
7. Access to or Linkage to Care
8. Mental Health
9. Behavioral Health
10. Other health needs or indicators

Statement of Impact: LHD will provide a statement that demonstrates what impact these funds had on prioritized health needs or indicators.

V. **Performance Monitoring and Quality Assurance:**

The LTAT Branch will monitor performance by reviewing the annual Expenditures by Type Report, the Prioritized Health Needs or Indicators and Statement of Impact Reports. These financial and performance reports are provided by the LHD via the Smartsheet dashboard.

If the LHD seeks assistance in clarifying any part of this Agreement Addendum's requirements, LTAT Branch staff shall provide technical assistance upon request. If additional information is required, a phone conference will be conducted.

VI. **Funding Guidelines or Restrictions:**

1. **Requirements for pass-through entities:** In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

a. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

- b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department is not required to seek prior approval to use the funds. The funds shall be used for the delivery of the 10 Essential Public Health Services per GS § 130A-1.1,³ the core functions of public health (Assessment, Policy Development, Assurance), or the specific health needs or health status indicators selected by each Local Health Department.

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

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Division of Public Health
Agreement Addendum
FY 24-25

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Duplin County Health Department Local Health Department Legal Name	Epidemiology / Communicable Disease Branch DPH Section / Branch Name
546 Communicable Disease Pandemic Recovery Activity Number and Description	Vanessa Gailor 919-546-1658 vanessa.gailor@dchhs.nc.gov DPH Program Contact (name, phone number, and email)
06/01/2024 - 05/31/2025 Service Period	DPH Program Signature (only required for a negotiable Agreement Addendum)
07/01/2024 - 06/30/2025 Payment Period	Date
☒ Original Agreement Addendum ☐ Agreement Addendum Revision #	

I. Background:
The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. A component of ARPA is the State and Local Fiscal Recovery Funds which provides state, local, and Tribal government with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. With this, the COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed. Funding provided in the American Rescue Plan Act of 2021 is delineated in Senate Bill 105 for 2021-2023, as outlined below:

Of the funds appropriated in this act from the State Fiscal Recovery Fund to the Department of Health and Human Services, Division of Public Health, the sum of thirty-six million dollars (\$36,000,000) in nonrecurring funds for the 2021-2022 fiscal year shall be allocated to local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 public health emergency. The Division of Public Health shall expend up to eighteen million dollars (\$18,000,000) of these allocated funds during the 2021-2022 fiscal year and any remaining funds during the 2022-2023 fiscal year. In the distribution of these funds to local health departments under this section, for each year of the 2021-2023 fiscal biennium, the Division of Public Health shall divide nine million dollars (\$9,000,000) equally among the local health departments based on the number of

Health Director Signature (use blue ink or verifiable digital signature)	Date
LHD to complete: (For DPH to contact in case follow-up information is needed.)	
LHD program contact name:	
Phone and email address:	

Signature on this page signifies you have read and accepted all pages of this document. Template rev. June 2023

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countries served by each local health department. The Division of Public Health shall distribute the remaining nine million dollars (\$9,000,000) to local health departments based upon the percentage of the State population served by each of the local health departments. The Division shall begin distributing the funds allocated under this section no later than 60 days after this act becomes law. In utilizing these funds, local health departments shall comply with applicable federal rules and guidance governing the State Fiscal Recovery Fund (SFRF).

II. PURPOSE:
The primary mission of the North Carolina Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in North Carolina. Under the overarching goal of providing the best level of care possible to North Carolinians, the Communicable Disease Branch works with Local Health Departments to control the spread of communicable diseases in the community, detect cases of communicable disease and monitor for the occurrence of new cases.

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an "all hands-on deck" approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

In accordance with the memorandum of understanding between the North Carolina Pandemic Recovery Office (NCPRO) and the Department of Health and Human Services, the SFRF Federal award to North Carolina provides financial assistance for the state to do the following:

- To provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

Within the applicable category described above, the 2021 Appropriations Act allocated funds to administer the following project with a total appropriation of \$36,000,000.00:

Provides funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.

III. Scope of Work and Deliverables:
To ensure the community's health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address COVID-19 and other communicable disease challenges impacted by the COVID-19 pandemic.

- To ensure the effective delivery of these services, recommended LHD activities include:
- Enhancing workforce capacity by hiring temporary staff with knowledge in communicable disease, public health, public health nursing, or other applicable fields in order increase the number of full-time equivalent employees.

- a. The LHD will maintain a minimum of two public health nurses with communicable disease program responsibilities who have completed the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course or successfully completed the challenge exam and received an orientation to communicable disease investigation and reporting by a Regional Communicable Disease Nurse Consultant.
- 2. Providing staff training opportunities including, but not limited to, training staff on applicable systems and databases (NC EDSS, NC COVID) to improve LHD capacities to effectively conduct surveillance, investigation, detection, control, and prevention of communicable diseases.
 - a. Within one year of employment, every public health nurse with responsibility for communicable disease surveillance and investigation will complete the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course offered by the Technical Assistance and Training Program (TATP) of the CDB.
 - b. Public health nurses assigned to communicable disease investigation in a primary or backup role will be oriented to the role of Communicable Disease Nurse by the Regional TATP Nurse Consultant Team within three months of assignment of a new primary or backup Communicable Disease Nurse.
 - c. Public health nurses assigned to the primary role of communicable disease are encouraged to incorporate additional training relevant to communicable disease into their continuing education plans.
- 3. Advancing data infrastructure by purchasing software and equipment that enhance or expand data management and infrastructure, including systems designed for flexible data collection, reporting, and analysis.
- 4. Supporting community partners by offering appropriate meetings, webinars, and educational opportunities.
- 5. Engaging community partners by referring clients to relevant and applicable resources.
- 6. Engaging community partners by developing and disseminating educational resources.
- 7. Other operational activities in addition to those listed above, including the expenses incurred in conduct or support of those activities.

IV. Performance Measures / Reporting Requirements:

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard.¹

- 1. **Performance Measure #1:** The LHD shall complete both monthly financial reporting and quarterly performance reporting, as outlined below, via Smartsheet.
 - a. The LHD shall complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard.
 - b. The LHD shall complete a **Quarterly Program Report** each quarter via the Smartsheet dashboard. These quarterly program reports will report on the prior quarter, with the due dates posted on the Smartsheet dashboard and below. The Service Quarters for these quarterly program reports are defined as:

¹ <https://appi.smartsheet.com/#!/publish?EQBC7=8716e48245f646598e725a94628d031>

Quarter Months	Program Report Due Date
April-June 2024	July 31, 2024
<i>April and May 2023 data are from services provided under the Agreement Addendum for state fiscal year 2024.</i>	
July-September 2024	October 31, 2024
October-December 2024	January 31, 2025
January-March 2025	April 30, 2025
April-May 2025	June 30, 2025

2. **Performance Measure #2:** The LHD will perform and document disease investigations in NC EDSS and reassign disease events to the State Disease Registrar within 30 days of notification of a reportable communicable disease or condition. Follow North Carolina Communicable Disease Manual Guidelines for NC EDSS documentation.

- a. **Reporting Requirements:** The LHD will run the General Communicable Disease Control (GDC) and Vaccine-Preventable Disease (VPD) reports for the designated timeframes below and report via Smartsheet to DPH:

Reporting Timeframes	Due Dates
End of year 2 of the project	July 1, 2023 - June 30, 2024
End of year 3 of the project	July 1, 2024 - May 31, 2025
	June 22, 2025

For each timeframe above, the following measures will be reported:

- Mean First Report Interval (in days)
- Mean Completed Report Interval (in days)
- Percentage of reports which meet the 30-day first report goal of having a disease investigation documented and reported to DPH within 30-days of initial notification to the LHD.

The LHD will refer to the Human Immunodeficiency Virus and Sexually Transmitted Disease reports² to measure their performance of work within the timeframes listed above.

- 3. **Performance Measure #3:** Increasing the visibility of work the LHD within the community through Community Based Organizations (CBOs) and Nongovernmental Organizations (NGOs).

- a. **Reporting Requirements:** Provide at a minimum each quarter on the Performance Reporting Smartsheet dashboard, one example of educational resources, training agendas, fliers, CBO outreach services or other resources that have been disseminated by the LHD.

- 4. **Performance Measure #4:** Training new staff with knowledge in communicable disease, public health, and public health nursing.

- a. **Reporting Requirements:** Provide names, email addresses, and telephone numbers of newly trained staff and the dates that they have completed the NC EDSS training in the applicable quarterly Program Report via Smartsheet.
- c. **Reporting Requirements:** Provide the names of staff, their dates of hire into the communicable disease program, and dates they have completed the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course or successfully passed the written challenge exam to the Regional TATP Nurse Consultant in the applicable quarterly Program Report via Smartsheet.

² <https://epi.dph.ncdhhs.gov/cd/sds-annualrptss.html>

V. **Performance Monitoring and Quality Assurance:**

1. Subrecipient monitoring, including financial and performance reporting, shall be conducted via the Smartsheet dashboard. This reporting will be provided by the LHD to DPH via the Smartsheet dashboard. DPH staff will assess reports daily and work with LHDs to provide technical assistance and feedback (as needed) to ensure all reporting is accurate and timely.
2. On a quarterly basis, approximately ten LHD subrecipients will be selected by an electronic randomizer to undergo a "desk audit" which entails the submission of all source documentation supporting their reported expenditures for a given month within the quarter. The affected subrecipients will be notified via email of their selection approximately two weeks after the end of the quarter under review. Selected LHDs will have 30 days to submit the requested expenditure documents. The Subrecipient Monitoring Team performs desk audits to ensure the expenditure information is accurate, complete and only includes allowable expenditures. The results are reported to the affected LHD Directors and, if corrective actions are required, they are outlined in the report with recommendations and a date by which to be completed.
3. The TATP Nurse Supervisor will review the Local Health Department's quarterly program performance through Smartsheet reporting completed by the LHD.
4. If the review results in compliance concerns, the TATP Nurse Supervisor shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.
5. If the LHD is deemed out of compliance, program staff shall provide technical assistance to bring the LHD back into compliance with deliverables. If technical assistance does not prove beneficial, the CDB will issue a letter of non-compliance and the LHD may lose access to NC EDSS and NC COVID. Noncompliance with this agreement will result in a reduced capacity for the LHD to detect and control communicable disease in their community.

VI. **Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 - *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda. These funds constitute federal financial assistance to the State of North Carolina, and therefore, use of these funds must be in accordance with applicable federal uniform guidance found in 2CFR 200. None of these requirements is waived.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
 - c. At the time of this Activity 546 initial AA's issuance, the NC Department of State Treasury determined that the federal Uniform Guidance, Subpart D - *Subrecipient Monitoring and Management* does not apply to these funds. Therefore, no Supplement will accompany this AA.

2. **Requirements for use of funds: Must comply with NCAC Chapter 09, Subchapter 03M - Uniform Administration of State Awards of Financial Assistance.** NCAC 09.03M1

3. **Requirements for cost principles: In compliance with 2 CFR §200.400 - §200.476 - Subpart E Cost Principles,** such principles must be used in determining the allowable costs of work performed by the non-Federal entity under Federal awards.

4. **Requirements for use of funds: In compliance with 31 CFR §35.5 - Use of funds.**

- a. A recipient may only use funds to cover costs incurred during the period beginning July 1, 2021 and ending May 31, 2025.
- b. A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by May 31, 2025.
- c. A recipient must return any funds not obligated by May 31, 2025, and any funds not expended to cover such obligations by December 31, 2026.

5. **Requirements for use of funds: In compliance with NCGS 143C-6-23 - Administrative code requirements,** recipients must comply with the following:

- a. NCGS 143C-6-23 (b) Prior to disbursing funds a grantee must provide a copy of its conflict-of-interest policy for management employees and its governance body.
- b. NCGS 143C-6-23(c) The grantee must provide a written statement required under oath by the grantee's governing body that it has no overdue tax debts.

6. **Non-reverting Appropriation:** In compliance with *Session Law 2021-180 Section 4.9(k)*.

- a. This as a non-reverting state appropriation over multiple fiscal years:
 1. Reversion. The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

Period of Retention: Administering Agencies and subrecipients are required to maintain records for at least five years after the completion of the last project across the entire set of SPRF projects funded by the SPRF Award. Therefore, Administering Agencies and subrecipients should seek specific written authorization from OSHM/NCPRO for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

Activity 546		AA 230329	280248N	2801T00000	06/01-05/31	07/01-06/30	Proposed/New	Total
Service Period				Total	Allocated			
Payment Period								
01	Alamance	*	0	109,098	\$0.00	109,098	109,098	0
02	Albemarle	*	0	41,882	\$0.00	41,882	41,882	0
03	Alexander	*	0	95,877	\$0.00	95,877	95,877	0
04	Anteon	*	0	18,000	\$0.00	18,000	18,000	0
05	Appalachian	*	0	104,311	\$0.00	104,311	104,311	0
06	Beaufort	*	0	82,622	\$0.00	82,622	82,622	0
07	Bladen	*	0	32,815	\$0.00	32,815	32,815	0
08	Buncombe	*	0	194,632	\$0.00	194,632	194,632	0
09	Burke	*	0	81,028	\$0.00	81,028	81,028	0
10	Cabarrus	*	0	63,796	\$0.00	63,796	63,796	0
11	Calderwell	*	0	179,494	\$0.00	179,494	179,494	0
12	Cartersville	*	0	89,265	\$0.00	89,265	89,265	0
13	Catawba	*	0	1,734	\$0.00	1,734	1,734	0
14	Chatham	*	0	73,434	\$0.00	73,434	73,434	0
15	Cherokee	*	0	83,122	\$0.00	83,122	83,122	0
16	Cleveland	*	0	17,698	\$0.00	17,698	17,698	0
17	Columbus	*	0	35,000	\$0.00	35,000	35,000	0
18	Craven	*	0	132,748	\$0.00	132,748	132,748	0
19	Dare	*	0	207,307	\$0.00	207,307	207,307	0
20	Davidson	*	0	746,644	\$0.00	746,644	746,644	0
21	DeWitt	*	0	25,819	\$0.00	25,819	25,819	0
22	Devil	*	0	121,908	\$0.00	121,908	121,908	0
23	Durham	*	0	841,551	\$0.00	841,551	841,551	0
24	Edgecombe	*	0	4,694	\$0.00	4,694	4,694	0
25	Foothills	*	0	308	\$0.00	308	308	0
26	Forsyth	*	0	178,923	\$0.00	178,923	178,923	0
27	Franklin	*	0	132,069	\$0.00	132,069	132,069	0
28	Gaston	*	0	67,310	\$0.00	67,310	67,310	0
29	Graham	*	0	97,438	\$0.00	97,438	97,438	0
30	Gran-Vance	*	0	67,760	\$0.00	67,760	67,760	0
31	Greene	*	0	90,986	\$0.00	90,986	90,986	0
32	Guilford	*	0	121,908	\$0.00	121,908	121,908	0
33	Halifax	*	0	841,551	\$0.00	841,551	841,551	0
34	Harnett	*	0	4,694	\$0.00	4,694	4,694	0
35	Haywood	*	0	308	\$0.00	308	308	0
36	Henderson	*	0	178,923	\$0.00	178,923	178,923	0
37	Hoke	*	0	132,069	\$0.00	132,069	132,069	0
38	Hyde	*	0	67,310	\$0.00	67,310	67,310	0
39	Iredell	*	0	97,438	\$0.00	97,438	97,438	0
40	Jackson	*	0	67,760	\$0.00	67,760	67,760	0

51 Johnston	*	0	17,229	\$0.00	17,229	17,229	0
52 Jones	*	0	247,631	\$0.00	247,631	247,631	0
53 Lee	*	0	96,912	\$0.00	96,912	96,912	0
54 Lenoir	*	0	28,962	\$0.00	28,962	28,962	0
55 Macon	*	0	55,725	\$0.00	55,725	55,725	0
56 Madison	*	0	445,868	\$0.00	445,868	445,868	0
57 McIntosh	*	0	184,066	\$0.00	184,066	184,066	0
58 Mecklenburg	*	0	165,751	\$0.00	165,751	165,751	0
59 Moore	*	0	301,826	\$0.00	301,826	301,826	0
60 Nash	*	0	221,643	\$0.00	221,643	221,643	0
61 New Hanover	*	0	2,220	\$0.00	2,220	2,220	0
62 Northampton	*	0	40,09	\$0.00	40,09	40,09	0
63 Onslow	*	0	247,637	\$0.00	247,637	247,637	0
64 Orange	*	0	40,674	\$0.00	40,674	40,674	0
65 Pamlico	*	0	161,307	\$0.00	161,307	161,307	0
66 Person	*	0	91,061	\$0.00	91,061	91,061	0
67 Pender	*	0	58,873	\$0.00	58,873	58,873	0
68 Rockingham	*	0	90,060	\$0.00	90,060	90,060	0
69 Rowan	*	0	71,021	\$0.00	71,021	71,021	0
70 Sampson	*	0	60,024	\$0.00	60,024	60,024	0
71 Scotland	*	0	43,663	\$0.00	43,663	43,663	0
72 Stokes	*	0	40,09	\$0.00	40,09	40,09	0
73 Surry	*	0	57,464	\$0.00	57,464	57,464	0
74 Swain	*	0	225,176	\$0.00	225,176	225,176	0
75 Tox River	*	0	121,269	\$0.00	121,269	121,269	0
76 Transylvania	*	0	1,768,444	\$0.00	1,768,444	1,768,444	0
77 Union	*	0	50,120	\$0.00	50,120	50,120	0
78 Wake	*	0	323,266	\$0.00	323,266	323,266	0
79 Wayne	*	0	32,693	\$0.00	32,693	32,693	0
80 Wilkes	*	0	150,879	\$0.00	150,879	150,879	0
81 Yadkin	*	0	25,212	\$0.00	25,212	25,212	0
82 Yancey	*	0	8,462,067	\$0.00	8,462,067	8,462,067	0
Totals							

Sign and Date - DPH Program Administrator	Sign and Date - DPH Section Chief
Christopher M. Kypreos 07/05/24	Mac Kemer 07/05/24
Sign and Date - DPH Budget Office - ATC Coordinator	Sign and Date - DPH Budget Officer
Sue Aydin 7/5/2024	S. Kemer 7/5/2024

County of Duplin
Office of the County Commissioners



RESOLUTION IN HONOR OF DR. HERVY B. KORNEGAY, SR.

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Dr. Henry B. Kornegay, Sr. was a true advocate of public health and a dedicated physician, demonstrating love for people through his passion for medicine and volunteer services spanning over six decades; and

WHEREAS, Dr. Komegay was a graduate of Wake Forest College and Bowman Gray Medical School, completing an internship in internal medicine at North Carolina Baptist Hospital and a general medicine residency with a focus on pediatrics at UNC Memorial Hospital, before serving as a Captain in the United States Air Force; and

WHEREAS, Dr. Komegay served as Medical Director of Duplin County EMS after it transitioned to paramedic services and received a Lifetime Membership award from the North Carolina Association of Rescue and EMS; and

WHEREAS, Dr. Komegay humbly served as Medical Director for Duplin County Health Department for two decades, stewarding providers and nurses in public health practices and providing patient care to county residents and employees; and

WHEREAS, Dr. Hervy B. Komegay, Sr.'s expertise and passion for patient care extended beyond his local community, as evidenced by his role as the former North Carolina Academy of Family Physicians President, his recognition as North Carolina's Family Physician of the Year, his nomination as a finalist for the American Academy of Family Physicians Physician of the Year, and in his role as Clinical Professor of Family Medicine at the Brody School of Medicine at ECU;

WHEREAS, the Duplin County Board of Health, recognizing the significant contributions of Dr. Hervy B. Komegay, Sr. unanimously recommended a resolution to honor his exceptional service to Duplin County:

NOW, THEREFORE, BE IT RESOLVED, that the Duplin County Board of Commissioners extends its heartfelt condolences to the family and friends of Dr. Henry B. Komegay, Sr. recognizing the profound impact he had on the healthcare community and the County of Duplin. Dr. Komegay's passion and relentless pursuit of continuity in patient care have left a lasting legacy for our county and the departments he served.

BE IT FURTHER RESOLVED, that the plaque honoring the life and legacy of Dr. Henry B. Komegay, Sr. be prominently displayed at the Duplin County Health Department, serving as a testament to his invaluable contributions and as an inspiration to future generations. May all who pass through its doors be reminded of Dr. Komegay's humble service and dedication to the County of Duplin and its residents.

Adopted this the 5th day of August 2024

ATTEST:


Jaime W. Carr
Clerk to the Board



Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

BA # _____

Department Title: Health
 Department Head's Signature: Tracey Simmons - Koneguy / Billie Jo Dunn
 (form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:
(received AA from State for Program 5185 (AA-546) - adjust budget to match AA amount

[illegible]

Finance Signature _____
Date Approved: _____

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

7/15/2024



CivicPlus
302 South 4th St, Suite 500
Manhattan, KS 66502
US

Statement of Work
Quote #: Q-61800-1
Date: 1/16/2024 8:45 AM
Expires On: 3/16/2024

Agenda

Client:
DUPLIN COUNTY, NORTH CAROLINA

Bill To:
DUPLIN COUNTY, NORTH CAROLINA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beau Hendrix		beau.hendrix@civicplus.com		Net 30

Discount(s)			TOTAL
QTY	PRODUCT NAME	DESCRIPTION	
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -3,183.00

One-time(s)			TOTAL
QTY	PRODUCT NAME	DESCRIPTION	
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)	USD 156.00
1.00	Premium Implementation - CivicEngage	Premium Implementation	USD 16,073.00
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	USD 6,000.00
4.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	USD 3,000.00
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	USD 4,515.00

Recurring Service(s)			TOTAL
QTY	PRODUCT NAME	DESCRIPTION	
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	USD 5,103.00

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	USD 1,188.00
1.00	SSL Management - CP Provided Only	SSL Management - CP Provided (Annually Renewals)	USD 89.00
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)	USD 189.00
1.00	48 Month Redesign Premium Annual - CivicEngage Central	48 Month Redesign Premium Annual - CivicEngage Central	USD 3,349.00
3.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Department Name	USD 2,814.00

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	USD 0.00

Total Investment - Initial Term	USD 39,295.00
Annual Recurring Services (Subject to Uplift)	USD 12,732.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement attached to this SOW and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/en-us/legal-stuff> (collectively the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date.

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):



Printed Name:

Dexter B. Edwards

Title:

Chairman,

Duplin County Board of Commissioners

Date:

August 5, 2024

Organization Legal Name:

Duplin County

Billing Contact:

Sandra Ayala

Title:

IT Daily Operations Manager

Billing Phone Number:

910-298-2104

Billing Email:

sandra.ayala@duplincountync.com

Billing Address:

PO Box 950

Kenansville, NC 28349

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

V. PO 08/01/2015/0048

Page 3 of 3



CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wished to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid for services rendered. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges; then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not

CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content and that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.



13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or



foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interpretation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.



Limitation of Liability

- 32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
- 33. In no event will CivicPlus be liable to Customer for any consequential indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
- 34. The limitations limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

- 35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct, and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
- 36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
- 37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
- 38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER



PROVISIONS OF THIS AGREEMENT.

Force Majeure

- 39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

- 40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

- 41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supercedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

- 42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
- 43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.



Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.
49. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
50. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.



CivicPlus
302 South 4th St, Suite 500
Manhattan, KS 66502
US

Statement of Work
Quote #: Q-78606-1
Date: 6/26/2024 9:52 AM
Expires On: 7/31/2024

Client: Duplin County, NC
Bill To: DUPLIN COUNTY, NORTH CAROLINA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris McCann		chris.mccann@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicClerk Historical File Import (up to 7,500 files - PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files - PDF / MP3 / MP4)

Recurring Service(s)		QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda and Meeting Management Select Annual Fee			Agenda and Meeting Management Select Annual Fee
List Price - Initial Term Total				USD 43,965.00
Total Investment - Initial Term				USD 10,215.00
Annual Recurring Services (Subject to Uplift)				USD 7,500.00
Initial Term				12 Months
Initial Term Invoice Schedule				100% Invoiced upon Signature Date
Renewal Procedure				Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift				5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement attached to this SOW and the applicable Solution and Services terms and conditions located at <https://www.civicplus.com/help/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer, which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Dexter B. Edwards

Title:

Title:

Chairman,

Duplin County Board of Commissioners

Date:

Date:

August 5, 2024

Organization Legal Name:

Duplin County

Billing Contact:

Jaime Carr

Title:

Clerk to the Board

Billing Phone Number:

910-298-2108

Billing Email:

jaimesc@duplincountync.com

Billing Address:

PO Box 850

Kenesawville, NC 28349

Mailing Address: (if different from above)

PO Number: (Info needed on invoice (PO or Job#) if required)



CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy



provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid for services rendered. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges; then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings). Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not

CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. The CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or



foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content. Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer; (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.



25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.com/help](https://www.civicplus.com/help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.com/help/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential system issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.com/help](https://www.civicplus.com/help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing, or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER

PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including," means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

49. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

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

Duplin County, NC
JOURNAL INQUIRY

YEAR PER JOURNAL SRC EFF DATE	ENTY DATE	ENTY DATE	INL DESC	CLERK	ACCOUNT DESCRIPTION	ENTITY	AUTO-REV STATUS	BUD YEAR	YRL TYPE
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									
1 5185 42600				T	OFFICE SUPPLIES			600.00	
2 5185 42980				T	PROGRAM SUPPLIES			600.00	
TOTAL									
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									
2 5123 43110				T	TRAVEL			200.00	
2 5123 43520				T	REPAIRS & MAINTENANCE			500.00	
3 5123 42980				T	PROGRAM SUPPLIES			380.00	
4 5123 42490				T	VEHICLE SUPPLIES			1,080.00	
TOTAL									
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									
2 5110 40121				T	SALARIES			5,000.00	
2 5110 41310				T	REPAIRS BUILDING AND GRINDS			5,000.00	
TOTAL									

Duplin County, NC
JOURNAL INQUIRY

YEAR PER JOURNAL SRC EFF DATE	ENTY DATE	ENTY DATE	INL DESC	CLERK	ACCOUNT DESCRIPTION	ENTITY	AUTO-REV STATUS	BUD YEAR	YRL TYPE
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									
1 5111 42980				T	PROGRAM SUPPLIES			2,700.00	
2 5111 43530				T	REPAIRS VEHICLES			2,700.00	
TOTAL									
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									
1 5185 41990				T	PROFESSIONAL SERVICES			8,000.00	
2 5185 43510				T	MARKETING			6,000.00	
3 5185 42980				T	PROGRAM SUPPLIES			2,000.00	
TOTAL									
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									
1 5185 42600				T	OFFICE SUPPLIES			200.00	
2 5185 43190				T	POSTAGE			200.00	
TOTAL									
2025 01 293 BUA 07/23/2024	07/23/2024	07/23/2024	080524	CLERK	1	1	N	2025	
ACCOUNT DESCRIPTION									

Duplin County, NC

JOURNAL INQUIRY

YEAR PER	JOURNAL SEC	EFF DATE	ENT DATE	JNL DATE	JNL DESC	CLERK	STATUS	BUD YEAR	JNL TYPE	ENTITY	AUTO-REV
2025	01	480	01/01/2024	07/17/2024	080524	BLANCA PINEDA	N	2024		3	
ACCOUNT DESCRIPTION											
1	5191	42600				T					
											1,920.00
2	5191	43100				T					
											1,920.00
ACCOUNT DESCRIPTION											
YEAR PER	JOURNAL SEC	EFF DATE	ENT DATE	JNL DATE	JNL DESC	CLERK	STATUS	BUD YEAR	JNL TYPE	ENTITY	AUTO-REV
2025	01	481	01/01/2024	07/17/2024	080524	BLANCA PINEDA	N	2024		3	
ACCOUNT DESCRIPTION											
1	4311	42600				T					
											1,288.00
2	4311	43100				T					
											1,288.00
ACCOUNT DESCRIPTION											
YEAR PER	JOURNAL SEC	EFF DATE	ENT DATE	JNL DATE	JNL DESC	CLERK	STATUS	BUD YEAR	JNL TYPE	ENTITY	AUTO-REV
2025	01	482	01/01/2024	07/17/2024	080524	BLANCA PINEDA	N	2024		3	
ACCOUNT DESCRIPTION											
1	4320	40121				T					
											5,100.00
2	4330	42600				T					
											3,000.00
3	4330	43110				T					
											3,000.00
4	4340	42600				T					
											1,000.00
ACCOUNT DESCRIPTION											

12 Journals Printed

** END OF REPORT - Generated by Blanca Pineda **

Duplin County, NC

JOURNAL INQUIRY

YEAR PER	JOURNAL SEC	EFF DATE	ENT DATE	JNL DATE	JNL DESC	CLERK	STATUS	BUD YEAR	JNL TYPE	ENTITY	AUTO-REV
2025	01	478	01/01/2024	07/17/2024	080524	BLANCA PINEDA	N	2024		3	
ACCOUNT DESCRIPTION											
1	5188	42980				T					
											2,000.00
2	5188	42980				T					
											2,000.00
ACCOUNT DESCRIPTION											
YEAR PER	JOURNAL SEC	EFF DATE	ENT DATE	JNL DATE	JNL DESC	CLERK	STATUS	BUD YEAR	JNL TYPE	ENTITY	AUTO-REV
2025	01	478	01/01/2024	07/17/2024	080524	BLANCA PINEDA	N	2024		3	
ACCOUNT DESCRIPTION											
1	6140	44100				T					
											350.00
2	6140	43110				T					
											300.00
3	6140	42600				T					
											200.00
4	6140	42980				T					
											550.00
5	6140	42980				T					
											300.00
6	6140	42980				T					
											200.00
ACCOUNT DESCRIPTION											
YEAR PER	JOURNAL SEC	EFF DATE	ENT DATE	JNL DATE	JNL DESC	CLERK	STATUS	BUD YEAR	JNL TYPE	ENTITY	AUTO-REV
2025	01	479	01/01/2024	07/17/2024	080524	BLANCA PINEDA	N	2024		3	
ACCOUNT DESCRIPTION											
1	5191	41900				T					
											2,000.00
2	5191	43110				T					
											500.00
3	5191	43111				T					
											1,500.00
ACCOUNT DESCRIPTION											

Description of Covered Products
MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 008740-400 CUSTOMER: Duplin County Sheriff's Office

The following table lists the Products under maintenance coverage:

Livescan	Livescan Station Cabinet Tamprinf/Palmprint	NCNL171	1
Printer	Lexmark Printer	NCNX171	1

ADDITIONAL TERMS

347 DO ONE

IDEAEM develops, manufactures, improves and offers high technology products and services. In the ordinary course of its product development life cycle, IDEAEM will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEAEM determines that a product is EOL, IDEAEM shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEAEM provides its customers with such EOL notice, IDEAEM shall further endeavor to provide its customers with notice of IDEAEM's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEAEM's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEAEM will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support. However, IDEAEM does not warrant performance of the EOL product and IDEAEM will not prepare any further updates or maintenance time for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any sustained change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party is not equal to or less than the actual cost of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursued by the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

BA # _____ Duplin County
Budget Amendment

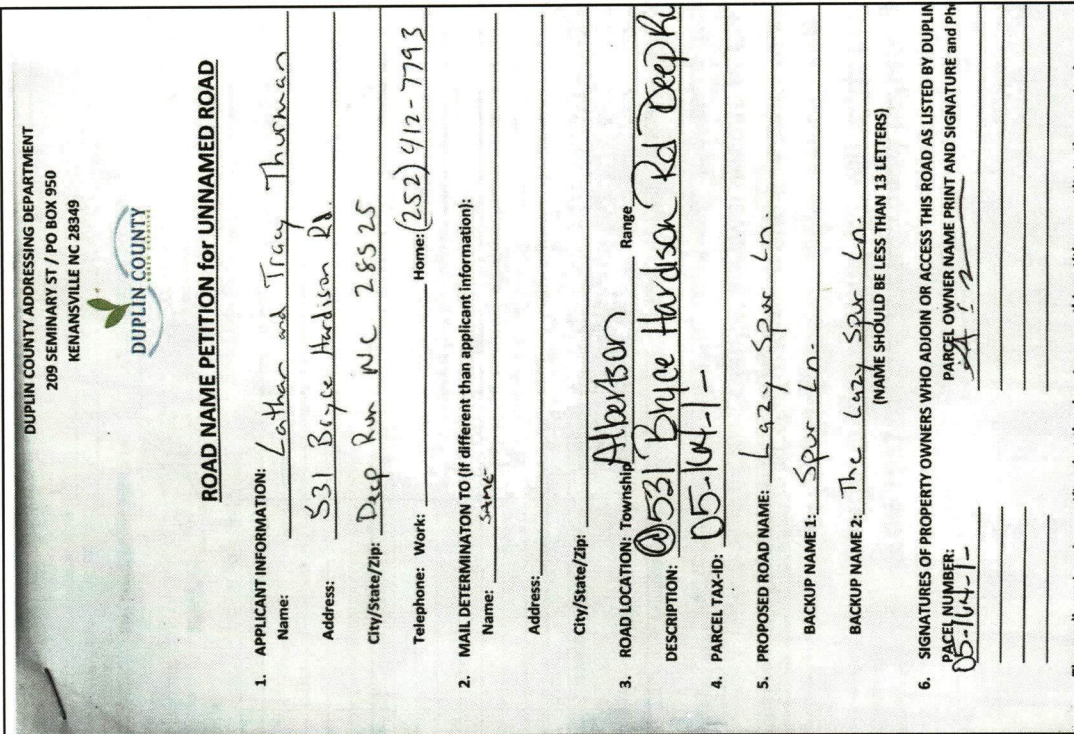
Department Title _____ Sheriff's Office
 Department Head's Signature _____ *[Signature]*
 (form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expenses under 10,000

Budget Funds for (delete (Month)) Fingerprinting Maintenance & Support #008740-000

Line Item	Line Item Description	Credit Amount	Line Item Description	Debit Amount
4313-42800	Office Supplies	1,286.00	Repairs & Maint. Equip.	1,286.00
Total		1,286.00 Total		1,286.00

Finance Signature _____
 Date Approved: _____
 Manager Signature _____
 Date Approved: _____
 Commissioner Approval _____
 Date Approved: _____



Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Am Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

Fire Department Approval:

Signature: [Signature]
Print or type name: Jonathan Mike
Department Name: Alberson VEO
Date: 7/1/24

USPS Approval:

Signature: [Signature]
Print or type name: Shanika Hays
Department Name: USPS
Date: 7/1/24

Landowners, please know that if you use the 911 address assigned for your residence to receive mail your address WILL change. You will need to notify mortgage, financial, insurance and any other comp that sends you bills, important information, DMV, other institutions you may use. We will notify USP update the E911 System and the county tax record

County Commissioners
Agenda Request Form

Agenda

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joseph McKemey/Water Department	Meeting Date: August 5, 2024
Subject: Approval of Resolution Amending Capital Project Budget Ordinance and Awarding Construction Contracts. See attachments	
Summary explanation and background: Bids were received for the Golden LEAF Well project construction contracts and bids were higher than anticipated. Attempts were made to reduce construction costs but the reduction in cost were not worth the compromise. Municipal water supply well construction costs have increased across the state. The County urgently needs to construct a new water supply well to meet existing demand. The Engineer recommends award of Contracts No. 2 and No. 3 to the low bidder. See attached for additional information.	
Requested Action: Motion approving Resolution Amending Capital Project Budget Ordinance and Awarding Construction Contracts, which amends the budget and awards Contract No. 2 and Contract No. 3 to the low bidder, A.C. Schultes of Carolina, Inc.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	Total Project Cost: \$2,278,150.00 GLF Grant Amount: \$999,150.00 Duplin County Economic Development Commission: \$500,000 Additional Funding needed: \$779,000.00
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	Project will consist of grant funding from GLF and additional funding needed.
Time needed to explain to Commissioners: Ten Minutes	
Attachments: Resolution Amending Capital Project Budget Ordinance and Awarding Construction Contracts.	
Instructions for what to do with attachments once approved: Have signed by the Chairman and attested by the Clerk to the Board for Contract No. 2 Notice of Award, Contract No. 3 Notice of Award, and Resolution Amending Capital Project Budget Ordinance. Keep one copy for County records, and return remaining copies to McDavid Associates, Inc. Farmville office.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr jaimec@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting by the agenda deadline. Remember, one original will be retained for the minutes.

Duplin County 2022 Golden LEAF Water Supply Well Project
Project Budget Amendment – Additional Local Funding Request and Award
Construction Contracts

Discussion: Duplin County received grant funding from the Golden LEAF Foundation to construct a new water supply well at WestPark, northwest of Warsaw. The amount of grant funding procured is in the amount of \$999,150.00. Bids were received on December 21, 2023 and prices exceeded the budget. The construction budget for this project is currently \$751,925.00.

In attempt to cut project construction costs, we broke the project into two contracts. One contract only involves well construction and the new second contract only involves site work, well house construction, well head piping, chemical feed systems, water line construction and other miscellaneous work. New contracts are Contract No. 2 – Water Supply Well and Contract No. 3 – Well House and Site Work. Bids were received on May 30th and the project is still substantially over budget. A meeting was held with the low bid contractor (A.C. Schultes of Carolina, Inc.) to reduce costs, however, most of the options discussed were a compromise in quality and we do not recommend making changes. We have met with County Staff to discuss the project. The Duplin County Economic Development Commission has agreed to provide \$500,000 in additional funding for the project. A local contribution of \$779,000 is needed to balance the project budget and proceed with construction.

Action Requested: Motion approving Resolution Amending Capital Project Budget Ordinance and Awarding Construction Contracts, which amends the project budget, adds local funding to the project and awards both construction contracts.

County of Duplin
Office of the County Commissioners



RESOLUTION
AMENDING CAPITAL PROJECT BUDGET ORDINANCE AND
AWARDING CONSTRUCTION CONTRACTS
FY2023-038 / DUPLIN COUNTY 2022 GOLDEN LEAF WATER SUPPLY WELL PROJECT
DUPLIN COUNTY
AUGUST 5, 2024

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Duplin County was awarded a grant from the Golden LEAF Foundation for well construction in the amount of \$999,150.00, and

WHEREAS Bids for the Construction of Contracts No. 2 and No. 3 were received on May 14, 2024, and due to an insufficient number of bids, both contracts were re-advertised, and bids were received a second time on May 30, 2024, and

WHEREAS, A.C. Schultes of Carolina, Inc. was the low bidder for Contract No. 2 in the amount of \$711,490.00, and

WHEREAS, A.C. Schultes of Carolina, Inc. was the low bidder for Contract No. 3 in the amount of \$1,319,530.00, and

WHEREAS, due to inflation, bid prices are higher than anticipated and financial contribution to the project is necessary for the contracts to be awarded, and

WHEREAS, the Duplin County Economic Development Commission has agreed to provide \$500,000.00 in funding to the project and Duplin County will need to provide \$779,000.00 to the project, and

WHEREAS, The Engineer recommends award to the low bidder, A.C. Schultes of Carolina, Inc. for Contracts No. 2 and No. 3 in the amounts of \$711,490.00 and \$1,319,530.00, and

WHEREAS, The Engineer has prepared a Recommendation of Award supported by a balanced budget after additional funding, for Board consideration and approval.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DUPLIN COUNTY:

THAT, That the attached budget is hereby approved for the construction of the 2022 Golden LEAF Water Supply Well Project, and

THAT, That Contract No. 2 – Water Supply Well be awarded to A.C. Schultes of Carolina, Inc. for the amount of \$711,490.00, and

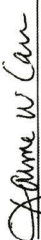
THAT, That Contract No 3 – Well House and Site Work be awarded to A.C. Schultes of Carolina, Inc. for the amount of \$1,319,530.00, and

THAT, That the Chairman is authorized and directed to execute all documents associated with the award of the contracts on behalf of Duplin County.

Adopted this the 5th day of August, 2024.


Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:


Jaithe W. Carr
Clerk to the Board



FY 2023-036DUPLIN COUNTY 2022 GOLDEN LEAF WATER SUPPLY WELL PROJECT
DUPLIN COUNTY
AUGUST 5, 2024

	APPROVED BUDGET AMENDMENT AS OF FEB. 19, 2024	CHANGES THIS AMENDMENT	APPROVED BUDGET AFTER AMENDMENT AUG. 19, 2024
REVENUES			
Golden LEAF Grant	\$ 999,150.00	\$ 0.00	\$ 999,150.00
Duplin County Economic Development Commission	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Duplin County Local Funding	\$ 0.00	\$ 779,000.00	\$ 779,000.00
Sales Tax Refund	\$ 0.00	\$ 0.00	\$ 0.00
Contribution by Others	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUES	\$ 999,150.00	\$ 1,279,000.00	\$ 2,278,150.00

EXPENSES			
Well Construction			
Construction - Contract No. 2	\$ 751,925.00	\$ (40,435.00)	\$ 711,490.00
Construction - Contract No. 3	\$ 0.00	\$ 1,319,530.00	\$ 1,319,530.00
Contingency	\$ 41,500.00	\$ (95.00)	\$ 41,405.00
Engineering Design	\$ 71,400.00	\$ 0.00	\$ 71,400.00
Engineering Report	\$ 7,500.00	\$ 0.00	\$ 7,500.00
Engineering Additional Services	\$ 3,500.00	\$ 0.00	\$ 3,500.00
Construction Administration/Observation	\$ 104,500.00	\$ 0.00	\$ 104,500.00
Permitting/Fees and Reimbursables	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Engineering Reimbursables	\$ 1,500.00	\$ 0.00	\$ 1,500.00
Surveying	\$ 4,500.00	\$ 0.00	\$ 4,500.00
GIS Allowance	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Legal Costs	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Due Diligence			
Title Opinion	\$ 3,825.00	\$ 0.00	\$ 3,825.00
TOTAL EXPENSES	\$ 999,150.00	\$ 1,279,000.00	\$ 2,278,150.00



McDAVID ASSOCIATES, INC.

CORPORATE OFFICE
Engineers • Planners • Land Surveyors
(252) 753-7330 • Fax (252) 753-7220
E-mail: info@mcdivid-inc.com
3714 N. Main Street, P.O. Drawer 49
Pamlico, NC 27858

GOLDSBORO OFFICE
Engineers • Planners
(919) 736-7630 • Fax (919) 735-7331
E-mail: goldsb@mcdivid-inc.com
109 E. Main Street, P.O. Box 1776
Goldensboro, NC 27533

July 30, 2024

Mr. Dexter B. Edwards
Duplin County Board of Commissioners
P.O. Box 910
Kenansville, NC 28349

SUBJECT: Recommendation of Award
Contract No. 2 - Water Supply Well
Contract No. 3 - Well House and Site
Work
2022 Golden LEAF Water Supply
Well
Duplin County

Dear Mr. Edwards:

Bids for Contract No. 2 - Water Supply Well were received on May 30, 2024 at 2:00 PM. A list of all bidders and their respective total bid is as follows:

A.C. Schultes of Carolina, Inc.
Magette Well & Pump Co., Inc.
\$711,490.00
\$732,130.00

For a more detailed review of individual unit prices please refer to the enclosed tabulation sheet. The low bidder was A.C. Schultes of Carolina, Inc. who submitted the low bid in the amount of \$711,490.00.

Bids for Contract No. 3 - Well House and Site Work were received on May 30, 2024 at 2:00 PM. A list of all bidders and their respective total bid is as follows:

A.C. Schultes of Carolina, Inc.
\$1,319,530.00

For a more detailed review of individual unit prices please refer to the enclosed tabulation sheet. The low bidder was A.C. Schultes of Carolina, Inc. who submitted the low bid in the amount of \$1,319,530.00.

Also for your review, please find enclosed a copy of the project budget which reflects all anticipated project revenues and expenditures.

We have reviewed the bids and recommend that the work be awarded to the low bidder, A.C. Schultes of Carolina, Inc. for Contract No. 2 for the low bid amount of \$711,490.00.

We have reviewed the bids and recommend that the work be awarded to the low bidder, A.C. Schultes of Carolina, Inc. for Contract No. 3 for the low bid amount of \$1,319,530.00.

000572

000574

000574

TABULATION SHEET
CONTRACT NO. 2 - WELL HOUSE AND BITE WORK
2022 GOLDEN LEAF WATER SUPPLY WELL PROJECT
DUAL IN COUNTY
May 30, 2024 8:24:00 PM

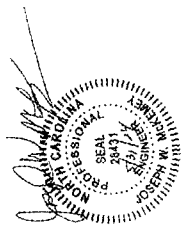
09:30 AM
31-May-24
MAGNETE Well & Pump Co., Inc.
Ansonia, NC

Item	Description	Unit	Qty	Unit Price	Amount	Total
Section A - Well Head and House						
1	WELL HEAD FOR TURBINE PUMP	LS	1	\$80,000.00	\$80,000.00	\$80,000.00
2	WELL HOUSE, BENTONITE SEAL, LABOR	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
3	WELL HOUSE, BENTONITE SEAL, MATERIAL	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
4	WELL HOUSE, BENTONITE SEAL, INSTALLATION	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
5	WELL HOUSE, BENTONITE SEAL, REMOVAL	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
6	WELL HOUSE, BENTONITE SEAL, REPAIR	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
Section B - Site Work						
7	WELL PIPING	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
8	WELL PIPING, MATERIAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
9	WELL PIPING, INSTALLATION	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
10	WELL PIPING, REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
11	WELL PIPING, REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
12	WELL PIPING, BENTONITE SEAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
13	WELL PIPING, REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
14	WELL PIPING, REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
Section C - Portable Water Lines, Valves, Fittings and Appurtenances						
15	PORTABLE WATER LINE, 12" DIA.	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
16	PORTABLE WATER LINE, 12" DIA., MATERIAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
17	PORTABLE WATER LINE, 12" DIA., INSTALLATION	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
18	PORTABLE WATER LINE, 12" DIA., REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
19	PORTABLE WATER LINE, 12" DIA., REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
20	PORTABLE WATER LINE, 12" DIA., BENTONITE SEAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
21	PORTABLE WATER LINE, 12" DIA., REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
22	PORTABLE WATER LINE, 12" DIA., REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00

Item	Description	Unit	Qty	Unit Price	Amount	Total
Section A - Well Head and House						
1	WELL HEAD FOR TURBINE PUMP	LS	1	\$80,000.00	\$80,000.00	\$80,000.00
2	WELL HOUSE, BENTONITE SEAL, LABOR	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
3	WELL HOUSE, BENTONITE SEAL, MATERIAL	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
4	WELL HOUSE, BENTONITE SEAL, INSTALLATION	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
5	WELL HOUSE, BENTONITE SEAL, REMOVAL	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
6	WELL HOUSE, BENTONITE SEAL, REPAIR	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
Section B - Site Work						
7	WELL PIPING	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
8	WELL PIPING, MATERIAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
9	WELL PIPING, INSTALLATION	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
10	WELL PIPING, REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
11	WELL PIPING, REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
12	WELL PIPING, BENTONITE SEAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
13	WELL PIPING, REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
14	WELL PIPING, REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
Section C - Portable Water Lines, Valves, Fittings and Appurtenances						
15	PORTABLE WATER LINE, 12" DIA.	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
16	PORTABLE WATER LINE, 12" DIA., MATERIAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
17	PORTABLE WATER LINE, 12" DIA., INSTALLATION	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
18	PORTABLE WATER LINE, 12" DIA., REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
19	PORTABLE WATER LINE, 12" DIA., REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
20	PORTABLE WATER LINE, 12" DIA., BENTONITE SEAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
21	PORTABLE WATER LINE, 12" DIA., REMOVAL	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
22	PORTABLE WATER LINE, 12" DIA., REPAIR	LS	1	\$100,000.00	\$100,000.00	\$100,000.00

I, JAMES W. McMANIS, certify that this Tabulation Sheet is correct to the best of my knowledge and belief.

James W. McManis
05/31/2024
(Date)



McManis, James W., 10000 N. 10th St., Suite 100, Charlotte, NC 28263
Phone: (704) 581-1000 Fax: (704) 581-1001 Email: jmcmanis@mcmanis.com

05/31/2024

McManis, James W., 10000 N. 10th St., Suite 100, Charlotte, NC 28263
Phone: (704) 581-1000 Fax: (704) 581-1001 Email: jmcmanis@mcmanis.com

05/31/2024

SECTION 00511
NOTICE OF AWARD

To: Kyle Jefferys
A.C. Schultes of Carolina, Inc.
354 Sawdust Road
Rocky Point, NC 28457

PROJECT Description: 2022 Golden Leaf Water Supply Well Project
Contract No. 2 - Water Supply Well

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated April 11, 2024, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of Seven Hundred Eleven Thousand Four Hundred Ninety and 00/100 Dollars (\$711,490.00).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required by G.S. 143-178.2(c) to submit a list of all identified subcontractors (whether minority business or not) that you will use on this CONTRACT within thirty (30) calendar days after award of the CONTRACT.

If you fail to submit a list of all identified subcontractors within thirty (30) calendar days after award of the CONTRACT, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this 5th day of August, 2024.

OWNER:

By: *[Signature]*
Durham County
Name: Dexter B. Edwards
Title: Chairman, Board of Commissioners

DRES\WM23 57
DUPLIN-CO-22-GLF-WAT-SUPPLY-WELL-PROJ-CN2-NOT-OF-AWARD-001.spd
11:31 AM
246729

TABULATION SHEET
CONTRACT NO. 3 - WELL HOUSE AND SITE WORK
2022 GOLDEN LEAF WATER SUPPLY WELL PROJECT
DUP LIN COUNTY
PM 2:54 2024 08 13:00 PM

A.C. Schultes of Carolina, Inc.				
Rocky Point, NC				
Item	Description	Unit	Qty	Unit Price
23	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
24	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
25	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
26	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
27	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
28	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
29	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
30	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
31	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
32	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
33	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
34	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
35	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
36	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
37	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
38	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
39	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
40	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
41	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
42	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
43	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
44	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
45	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
46	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
47	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
48	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
49	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
50	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
51	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
52	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
53	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
54	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
55	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
56	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
57	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
58	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
59	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
60	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
61	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
62	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
63	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
64	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
65	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
66	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
67	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
68	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
69	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
70	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
71	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
72	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
73	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
74	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
75	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
76	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
77	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
78	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
79	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
80	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
81	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
82	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
83	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
84	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
85	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
86	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
87	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
88	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
89	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
90	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
91	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
92	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
93	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
94	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
95	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
96	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
97	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
98	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
99	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00
100	Excavate 10' x 10' x 10' concrete pad	LS	1	\$5,500.00

I, Joseph M. Schultes, certify that this Tabulation Sheet is correct to the best of my knowledge and belief.

[Signature]
Joseph M. Schultes
August 5, 2024



SECTION 00511
NOTICE OF AWARD

To: Kyle Jefferys
A.C. Schultes of Carolina, Inc.
354 Sawdust Road
Rocky Point, NC 28457

PROJECT Description: 2022 Golden LEAF Water Supply Well Project
Contract No. 3 - Well House and Site Work

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated April 11, 2024, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of One Million Three Hundred Nineteen Thousand Five Hundred Thirty and 00/100 Dollars (\$1,319,530.00).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required by G.S. 143-128.2(c) to submit a list of all identified subcontractors (whether minority business or not) that you will use on this CONTRACT within thirty (30) calendar days after award of the CONTRACT.

If you fail to submit a list of all identified subcontractors within thirty (30) calendar days after award of the CONTRACT, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 5th day of August, 2024.

OWNER:

By: Doulin Colony
Name: Dexter B. Edwards
Title: Chairman, Board of Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20____.

CONTRACTOR:

A.C. Schultes of Carolina, Inc.
By: _____
Name: Kyle Jefferys
Title: Vice President

END OF SECTION

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20____.

CONTRACTOR:

By _____
Name Kyle Jefferys
Title Vice President

END OF SECTION



DUPLIN COUNTY CENTER

Duplin County Center
165C Agriculture Drive
Kenansville, NC 28349

Website: <https://duplin.ces.ncsu.edu>

Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/zgvyt9a>

4-H Facebook: <https://go.ncsu.edu/om3spq>

Phone: 910.296.2143

Fax: 910.296.2191

THE CULTIVATOR
A Review of June 2024

Agenda

Amanda Hatcher
County Extension
Director, Livestock

Wanda Bell
Administrative Assistant:
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove
Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Jessica Hall
Livestock and Forages

Della King
Agriculture, Field Crops

Tom Hroza
Horticulture

Rachel Ezzell
Family and Consumer
Science

Walter Adams
Agriculture & Natural
Resources Technician
NC A&T State

Bridget Huffman
4-H Youth Development

Charmae Kendall
4-H Program Assistant,
Youth
Agriculture/Livestock

Jasmine Williams
4-H Prevention
Coordinator

Notes from the Director.....

- Attended county department head meeting and department head training
- Attended retirement celebration for staff member
- Assisted staff with end of fiscal year and grant requirements

Livestock.....

- Assisted 5 farmer in nutrient management. 5 farmers in crop management, and 1 farmer in farm management
- Judged 4-H District Activity Day presentations
- Submitted drought information for status update
- Planned upcoming classes for nutrient management
- Assisted with hosting the NC Association of County Agricultural Agents meeting
- Attended nutrient management planning zoom and planning meetings
- Face-to-face contacts: 112, Non face-to-face contacts: 173

Livestock.....

- Served as a Person in Charge for the Livestock and Dairy category at 4-H District Activity Day
- Provided technical assistance with forage sampling, ration formulation, soil sampling, pasture management, herbicide recommendations, weed ID, livestock marketing, etc.
- Coordinated 4-H summer Horsing Around Workshops at Double Deuce Arena in Seven Springs for Juniors and Seniors



- Continued classes, started PhD program
- Attended NCACAA State Meeting at Wrightsville Beach
- Face-to-face contacts: 325, Non face-to-face contacts: 653

Field Crops.....

- Assisted Growers as needed with Farm/Field Visits
- Made farm field visits due to Crop Issues. Have found diseases such as black shank, spotted wilt, and various leaf spots showing up in Tobacco. Found some corn with green snap which is caused by wind. Also found bruised corn stalk issue, most likely due to a hail event. In addition to storm damage, many crops are experiencing severe drought impacts. Effective pollination is in question due to the growth stage of some corn fields and temperature in the mid to upper 90s.
- Served as a Judge for the 4-H District Activity Day.
- Assisted with 4-H Horse Camp.



**Britt Building
Monthly
Usage**

June

**Total number
of events:**

54

**Total attendance
for the events:**

806

Public events:

52

Private events:

2

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

- Attended Drone-based plant counts assessments in field trials Zoom Tobacco Tuesday (tobacco extension zoom)
- Attended "It is all about Soil Moisture and Management" Agent Training at Vernon James Research Station in Plymouth. Brought back Soil Moisture Sensing Equipment that will be installed in one of my research plots in order to measure soil moisture.
- Attended NCACAA Officers Meeting, the Emergency Ready - Hazardous Materials Down on the Farm, the SED Ag Agents Conference Prep Meeting.
- Attended the following zooms: the Soybean O&T, Monthly Extension Water Resources Ag Drainage and Irrigation Team, the Grains Agronomic Program Team, and the Special Called Emergency NCACAA Board Meeting.
- Assisted FCS Agent with equipment
- Assisted NCACAA Conference and fulfilled duties as State Board Officer.
- Face-to-face contacts: 67, Non face-to-face contacts: 248

Horticulture..... Tom Hroza, Horticulture

- Offered some training to help control the weeds in our next crop much better, from the use of herbicides to cardboard, to plastic covered beds, etc, as weed control is challenging this time of year.
- Planted and maintained raised beds with some unusual vegetables.
- To demonstrate how we need to think about diversity in our diets.
- Answered numerous questions about pests in the garden and the turf.
- Attended and participated during 4-H District Day at University of Mount Olive with the youth presenting a variety of topics. This is great training for our youth. They have to interact with other people.
- Attended the 2024 Ag Agents State Conference, attended professional development meeting at Wrightsville Beach where we shared ideas and encouraged each other.
- Face-to-face contacts: 70, Non face-to-face contacts: 927



Family and Consumer Science (FCS)..... Rachel Ezzell, FCS Agent

- Partnered with Charmae Kendall, 4-H Livestock Program Assistant, to bring Duplin County 4-Hers and Extension Master Food Volunteers to Castle Hayne Research Station to pick blueberries. Coordinated with Duplin Christian Outreach Ministries to arrange these donations within Duplin County & delivered around 112 pounds of blueberries for donation.
- Addressed canning questions via phone, email, & mail to share tested recipes and safe canning practices as well as tested 1 pressure canner gauge.
- Hosted ages 10-18 Cooking Workshop with 4-H. Arranged a professional chef to come & demo recipes with participants as well. Participants learned about the foundations of flavor and prepared several dishes while practicing knife skills and safe food handling.
- Served as person in charge for 4-H District Activity at Mount Olive
- Hosted ages 5-9 Cooking Workshop with 4-H. Participants learned the basics of food safety & practiced knife skills using lettuce knives.
- Presented a seminar (via zoom) comparing and contrasting the U.S. Cooperative Extension System to Greek Extension and advisory services.



- Partnered with 4-H to host a 4 day summer program titled Heart Smart. Participants learned about nutrition, physical activity, food safety, and more. Eve Stroud from ECU Health came to discuss more about heart health and Shawn Miller led the group in Zumba.
- Drafted 2 articles of Farming Matters publication with Duplin Times
- Face-to-face contacts: 93, Non face-to-face contacts: 4,034



Agriculture & Natural Resources..... Walter Adams, Tech. (Duplin/Lenoir)

- Assisted a grower that was interested in using a drone to apply pesticides for commercial use
- Assisted a grower with getting registered to take the pesticide exam
- Assisted a grower with soybean planting information
- Face-to-face contacts: 13, Non face-to-face contacts: 70



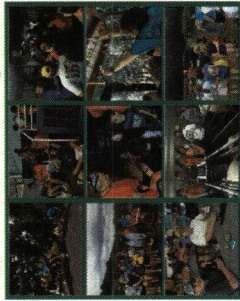
4-H and Youth Development..... Bridget Huffman, 4-H Agent

- Started 4-H Summer Workshops: Cloverbud Crafts, Cooking For Kids (all ages), Paint Party, and 4-H HEART Smart.
- 4-H District Activity Day was held on June 14 at the University of Mount Olive. 11 youth gave presentations. Duplin brought home 5 Gold, 2 Silver, and 2 Bronze medals. 6 youths will advance to State on Tuesday, July 23 in Raleigh. In addition to presentations, Duplin had two 4-H Entertain acts, who both won blue ribbons, and one of those 4-Hers was asked to perform during NC 4-H Congress in Raleigh on Wednesday, July 24.
- Attended county staff updates, 4-H updates and trainings, reports, and State Extension updates.
- Face-to-face contacts: 275, Non face-to-face contacts: 7,010



Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Conducted weekly Livestock Skillathon & Judging Practices including visiting local cattle farm, attended clinics at NC State, and competed at "Jamin in June" Skillathon competition
- Led Cloverbud Critters, Blueberry Glean, and Sylvan Heights Bird Park 4-H summer workshops
- Led Registration committee for Ag Agent's State meeting in Wrightsville Beach
- Face-to-face contacts: 157, Non face-to-face contacts: 5,989



Jasmine Williams, 4-H Prevention Coordinator

- Attended JCPC and the NC Prevention Conference
- Attended PFS Trainings
- Continued monthly merchant education activities for Duplin and Sampson counties

000251

000578

SENIOR SERVICES
REPORT OF SERVICES



PROGRAM	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
NUTRITION/CONGREGATE							
Units of Service	1128	1246	1316	1263	1226	1249	1135
Clients Served	1128	1246	1316	1263	1226	1249	1135
Wellness Checks/Community Outreach	7	12	6	0	0	9	3
# of volunteers	31	28	27	23	26	29	28
# of volunteer hrs.	236	318	302	259	297	272	260
HOMEBOUND MEALS							
Units of Service	1350	1525	1165	1115	1260	860	845
Clients Served	70	63	60	57	54	43	43
Waiting List	0	0	3	9	9	16	16
# of volunteers	14	26	23	31	24	21	25
# of volunteer hrs.	20	34	31	38	29	25	28
TRANSPORTATION							
Units of Service	263	272	269	203	277	233	233
Clients Served	14	14	10	10	11	10	10
IN HOME AIDE							
Units of Service	410	511	485	447	450	381	448
Clients Served	86	83	80	78	74	67	76
Waiting List	32	30	33	31	31	28	26
ENSURE							
# of cases	90	68	55	89	93	100	81
HOUSING & HOME IMPROVEMENT							
Units of Service	0	1	2	4	0	0	0
Waiting List	3	3	2	0	0	0	0
# of volunteer hrs.	0	0	48	0	0	0	0
FAMILY CAREGIVER PROGRAM							
Units of Service	0	0	8	0	0	0	0
Persons served w/ vouchers	3	2	2	2	2	1	3
INCIDENTAL SUPPLIES							
Clients Served	1	1	1	0	0	6	1
FAN PROGRAM							
Fans given away	0	0	0	0	0	2	12
SENIOR CENTER PROGRAM							
Units of Service	150	247	283	285	253	149	206
Clients Served	36	39	38	36	38	21	29
# of volunteers	1	14	2	2	13	5	1
# of volunteer hrs.	3	25	4	4	14	12	1
SENIOR REASSURANCE PROGRAM							
Units of Service	205	263	256	241	248	278	225
Clients Served	14	14	14	14	14	13	12
INFORMATION & REFERRAL							
Units of Service	6	13	14	10	8	17	13
Clients Served	6	13	12	10	8	17	13
TRAINING - EMPLOYEE							
Number of hours	42.75	0	0	41	2	0	65.25
Number of staff	7	0	0	14	2	0	13
INCOME TAX VOLUNTEER PROGRAM							
Number of hours	88	160	310	259	104	12	0
Number of volunteers	9	9	9	7	9	2	0
MEAL COST							
Meals Prepared	3335	2402	2400	2382	2195	2538	2111
Total Meal Cost	\$ 28,000.00	\$ 22,723.83	\$ 21,973.83	\$ 22,262.79	\$ 23,666.93	\$ 20,584.00	\$ 24,242.17
Price per meal	\$ 8.40	\$ 9.27	\$ 9.23	\$ 9.35	\$ 10.79	\$ 8.11	\$ 11.48
FAMILY CAREGIVER - SUPPORT GROUP							
Persons served	4	3	6	0	3	3	2
ARPA - CONGREGATE MEALS							
# of meals	20	30	20	20	25	0	0
Persons served	1	2	2	1	1	0	0
Breakfast Bundles	21	9	80	112	0	35	0
ARPA - HOME DELIVERED MEALS							
# of meals	80	100	80	70	175	130	120
Persons served	4	4	4	4	7	7	6
Breakfast Bundles	0	66	0	0	0	0	0

Social Services

PROGRAM AREA	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
MONTHLY CASE COUNT							
Food and Nutrition Cases	6406	6096	6331	6329	6295	6309	6324
WAF Appr. Taken	256	418	377	259	259	314	296
Medicaid Served	2477	2440	2476	2420	2462	2419	2416
WORKFORCE CASES							
WAF Appr. Taken	57	56	53	57	56	56	52
Employment Cases	17	18	18	18	25	17	21
Child Only Cases	4	4	2	1	4	1	1
Religious Cases	36	32	33	36	34	33	31
Religious Cases	17	20	18	20	18	22	20
CPH Nurturing/Coaching (CPH)							
CPH Nurturing/Coaching (CPH)	167	219	162	133	133	102	65
Low Income Energy Assistance (LIEA)	89	327	169	89	0	0	0
Family & Childrens Applications							
Family & Childrens Applications	279	297	317	221	242	208	261
Enrollment Count	15719	15954	16118	16132	16096	15986	15685
Adult Applications							
Adult Applications	160	97	85	56	81	65	62
Adult Enrollment Count	3880	3827	3807	3808	3768	3748	3727
Medicaid Transportation							
Medicaid Transportation	665	696	833	802	913	787	667
Medicaid Transportation	172	214	227	208	250	223	195
Child Support NCP Cases							
Child Support NCP Cases	2463	2474	2473	2471	2434	2407	2329
Program Integrity							
Program Integrity	8	6	9	12	12	12	14
Child Day Care							
Child Day Care	369	353	346	339	335	346	337
CPH Investigations Initiated							
CPH Investigations Initiated	55	49	64	57	56	53	42
CPH Investigations Completed							
CPH Investigations Completed	82	86	77	58	43	38	27
CPH Case Management							
CPH Case Management	6	9	7	5	2	2	3
CPH Children in Custody							
CPH Children in Custody	18	19	18	18	18	22	24
Adult Services							
Adult Services	96	102	94	74	69	73	64
Nonclients Reported							
Nonclients Reported	0	0	10	0	0	0	0

000579

07/20/2024

000580

DUPLIN COUNTY CHILD SUPPORT
MONTHLY REPORT
Jun-24

TOTAL CHILD SUPPORT COLLECTED \$ 399,974.48
TOTAL ABSENT PARENT CASES 2929
TOTAL CLIENTS SERVED 1733
TOTAL CHILDREN SERVED 2226

BREAKDOWN OF CASE AS FOLLOWS

ENFORCEMENT 2108
ESTABLISHMENT 53
PATERNITY 40
LOCATION 98

GOOD LOCATES COMPLETED/SYSTEM AND MANUAL

11

ORDERS ESTABLISHED/MODIFIED

BY VOLUNTARY SUPPORT AGREEMENT/CIVIL
MODIFICATIONS 29
REVIEWS/NO MOD. NEEDED 60
0

TOTAL

PATERNITY ESTABLISHED

8
GENETIC TEST COMPLETED (LAB CORP)
GENETIC TEST COMPLETED (CONFM) 8
0

ENFORCEMENT ACTIONS (OTHER)

217
WAGE WITHHOLDING ESTABLISHED 89

INTEREST RATE ACTIVITY

INITIAL LUPSA ACTION MAILED

ORDERS SENT FOR REGISTRATION 0
GENERAL STATUS REQUEST MAILED/ELECTRONIC 0
293
ENFORCEMENT STATUS REQUEST MAILED 42
REQUEST FOR REVIEWS TO OTHER STATE 0
CHANGE OF PAYEE/REDIRECTION 0
ORDERS REGISTERED 2
ORDERS ESTABLISHED 0

TOTAL CLIENT SEEN IN N-D

60
TOTAL VISITORS IN N-D 0

SHOW CAUSES AND ORDERS FOR ARREST ISSUED IN COUNTY

42
SHOW CAUSES AND ORDERS FOR ARREST SERVED IN COUNTY 6

SHOW CAUSES SENT BY REGULAR MAIL IN COUNTY

23
SHOW CAUSE AND ORDERS FOR ARREST RETURNED NOT SERVED IN COUNTY 6

SHOW CAUSES AND ORDER FOR ARREST ISSUED OUT OF COUNTY

SHOW CAUSES AND ORDER FOR ARREST SERVED OUT OF COUNTY

40
8
SHOW CAUSES SENT BY REGULAR MAIL OUT OF COUNTY 31

SHOW CAUSES AND ORDER FOR ARREST RETURNED NOT SERVED OUT OF COUNTY

5

Duplin County Water Monthly Report	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024
Billed Customers	6086	8104	8053	8074	8067	8110
Gallons Water Sold	62,399,000	44,151,000	41,934,000	54,118,000	76,265,000	76,573,000
Monthly Billed	\$341,675.73	\$294,260.31	\$285,402.26	\$331,011.51	\$319,732.25	\$317,138.44
Bank Draft Payments	\$35,751.55	\$99,683.16	\$35,518.57	\$37,194.42		\$40,464.73
Credit Card Payments	\$104,678.88	\$121,805.14	\$118,658.16	\$112,285.05	\$119,144.28	\$116,708.30
New Customers	39	53	43	48	28	53
Discontinued	34	46	56	36	18	53
Repairs	0	0	0	0	1	6
Flushes	17	10	11	6	11	31
Locates	545	778	749	642	475	396
Reinstates	45	170	122	112	103	115
New Tags	10	16	18	24	17	20