BOARD OF COUNTY COMMISSIONERS MEETING

Monday, August 4th, 2025

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of County Commissioners held a meeting at 6:00 p.m. on Monday, August 4th, 2025 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

Present: Commissioners: Chairman Dexter B. Edwards; Vice-Chairman Elwood Garner; Jesse L. Dowe, III; Wayne Branch; and Justin Edwards.

Also Present: Bryan Miller, County Manager; Carrie Shields, Deputy 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 Consent Agenda

Chairman Edwards asked if the Board members approved the proposed Consent Agenda and if any Board Member, County Manager/Deputy County Manager, or Clerk to the Board wished to make any changes or additions to the Consent Agenda.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the consent agenda as follows: Budget Amendments Journal Entry Proof; Tax & Solid Waste Releases - # 23010 - # 23079; Schedule a Public Hearing on September 2, 2025 at 6:00 p.m. Regarding a Request from Matthew Walker to Name a Lane at the 400 Block of W Cliff Street, Wallace; Island Creek Township - Walker Estates Drive in Accordance with Duplin County Addressing and Road Naming Ordinance; Schedule a Public Hearing on September 2, 2025 at 6:00 p.m. Regarding a Request from Avery Davis Investments LLC, to Name a lane at Eastwood Acres off of Eastwood Drive, Wallace; Island Creek Township- Oakwood Drive in Accordance with Duplin County Addressing and Road Naming Ordinance; Schedule a Public Hearing on September 2, 2025 at 6:00 p.m. Regarding a Request from Timothy Maready to Name a Lane at the 600 Block of Cypress Creek Road, Wallace; Cypress Creek Township- Maready Farm Lane in Accordance with Duplin County Addressing and Road Naming Ordinance; Schedule a Public Hearing on September 2, 2025 at 6:00 Regarding a Request from Gerzon Diaz Perdamo to Name a Lane at the 300 Block of S

Peterson Street, Magnolia; Magnolia Township - Brothers Diaz Blvd in Accordance with Duplin County Addressing and Road Naming Ordinance; Approve to allow Chairman to Sign a 102nd Birthday Greetings to Ms. Andoria Kenan Middleton; Approve New Investment Account with North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) and Adopt a Resolution to Participate in North Carolina Cooperative Liquid Assets Securities Systems and Authorize the Chairman to Sign Said Resolution; Approval of Pre-Positioned Contract Between Duplin County and Crowder Gulf for Disaster Debris Removal Services, and Authorization for Chairman's Signature; Approval of Pre-Positioned Contract Between Duplin County and Tetra Tech for Disaster Debris Monitoring and Management Services, and Authorization for Chairman's Signature; Approve FY26 Community Transportation Program (Section 5311) Grant Agreement for Capital Grant Funds Between Duplin County and the North Carolina Department of Transportation and Authorize the Chairman to Sign; Approve FY26 Community Transportation Program (Section 5311) Grant Agreement for Admin Grant Funds Between Duplin County and the North Carolina Department of Transportation and Authorize Chairman to Sign; Schedule a Public Hearing for September 2, 2025 at 6:00 p.m. to Receive Public Comments for the 2025 Community Development Block Grant-Neighborhood Revitalization (CDBG-NR) Application; Approve to Reclassify a Physician III to an Advanced Practice Provider II at the Duplin County Health Department; Accept General Communicable Disease Control – AA 510 Revision #1 in the amount of $6,000 and Approve the Associated Budget Amendment; Accept Public Health Infrastructure: Local Workforce Development – AA 117 in the amount of $242,823 and Approve the Associated Budget Amendment; Adopt the Library Fee Schedule for Passport Services; Approve an Assignment of Contract and Amendment Between Duplin County and Nelson Baker d/b/a Baker's Lawn Care and the Estate of Nelson Baker and Baker's Lawn Care and Maintenance, LLC and Authorize the Chairman to Sign; Approve the Order Directing and Empowering Mr. Gary M. Rose, Tax Collector, to Collect the 2025 Taxes and Authorize the Chairman to Sign; Adopt a Resolution Accepting Funding Offer the Lead Service Line Inventory Project and Authorize the Chairman to Sign and Authorize the County Manager to Sign the Offer and Acceptance Document and Sales Tax Reimbursement Certification Form; Approve a Storm Staging Agreement Between Duplin County and Duke Energy Progress LLC and Authorize the Chairman to Sign.

Approval of Regular Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager/Deputy County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. No additions/changes were made

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve the regular meeting agenda as presented.

Approval of Minutes

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously, to approve the minutes of the July 14th, 2025 Board of Commissioners meeting as presented.

AGENDA

Public Comments

Jessica Thomas appeared during public comments to express her concerns over several issues. Mrs. Thomas believes County Employees need a lobbyist to advocate for them due to poor working conditions, hostile environments, low wages, cover-ups, contention and retaliation. Additionally, she believes the County lacks transparency

because of the resistance she as encountered when requesting public records. Mrs. Thomas also reminded the Board that they were elected to represent the interest of the citizens.

Madison Kornegay appeared during public comments to express her concerns regarding the cancellation of the Muscadine Festival and the County Fair this year. She discussed the significant impact these cancellations will have on her small business.

Raven Pike appeared during public comments to inquire about the location of job postings and requested that the County Commissioners live-stream their meetings. She also expressed a concern over the County Manager not living in the County.

Marzella Morrisey appeared during public comments to discuss the Department of Social Services Human Resource hiring process.

End Public Comments

Chairman Edwards received road concerns on behalf of the North Carolina Department of Transportation (NCDOT). William Barber advised that a tree branch remains on the wires near Walmart on Highway 41 adjacent to Brice's Cemetery. Commissioner J. Edwards reported that a highway culvert at 234 Quince Dail Road is damaged and he has also received a request for a "No Littering" sign be placed on Jack Dale Road. Commissioner Branch commended the North Carolina Department of Transportation and Wallace Town Hall for their prompt response to an issue at the intersection Old Wilmington Road and NC Highway 11.

Melissa Kennedy, E911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing regarding a request from Jo Linda Farlow to name a lane at 441 W Bleeker Street, Magnolia; Magnolia Township - Hall Family 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 Branch, carried unanimously, to name lane at 441 W Bleeker Street, Magnolia; Magnolia Township - Hall Family Lane in accordance with the Duplin County Addressing and Road Naming Ordinance

Dawn Strickland, Public Transportation Director, appeared before the Board to conduct a public hearing to receive public comments concerning the submission of applications on behalf of Duplin County for FY27 Federal and State community transportation funding for both administrative and capital projects for FY27 (5311 Admin Grant $267,095; FY27 5311 Combined Capital Grant $114,915; and FY27 5310 Elderly and Disabled Grant $40,000)

Chairman Edwards opened the Public Hearing

No Public Comments

Chairman Edwards closed the Public Hearing

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to approve the FY27 Local Share Certification for Funding and adopt the Public Transportation FY27 Resolution Section 5311 (Including ADTAP), 5310,

5339, 5307 and Applicable State Funding, or Combination Thereof and authorize Chairman to sign.

Chris Hatcher, County Planner, appeared before the Board to conduct a public hearing to receive public comments on updating and amending article 6 and article 7 of the Unified Development Ordinance (UDO). Mr. Hatcher requested approval for a Text Amendment to the Duplin County Unified Development Ordinance. Specifically, the request pertained to amending Sections 610, 612, 613, 614, 629, and 702 to facilitate the creation of an additional setbacks and to update easement requirements. The proposed text amendment aims to clarify and modify setback requirements by establishing a setback of 1,000 feet from any existing and operational poultry, dairy, or swine facility, including but not limited to chicken, turkey, milk, or hog houses. Existing residential dwellings or mobile home parks located within 1,000 feet of any such facility will be considered legal non-conforming and may remain until the dwelling(s) are removed or destroyed. This amendment seeks to provide relief for agricultural uses that could be adversely affected by certain developments encroaching into setbacks that certain agricultural uses are required to adhere to. Currently, residential and Mobile Home Parks are not required to meet the same standards as agricultural uses, which causes issues with agricultural development and continued use. This amendment also addresses easements concerns and further enforces easement width requirements.

Chairman Edwards opened the Public Hearing

No Public Comments

Chairman Edwards closed the Public Hearing

Motion was made by Commissioner J. Edwards, seconded by Commissioner Branch, carried unanimously, to approve the amendments to Article 6 and Article 7 of the Duplin County Unified Development Ordinance.

Maysville Police Chief Carl Baugus and Captain Kristy Kooper presented Samantha Lane, Animal Services Center Manager with a plaque in appreciation of her assistance with an animal cruelty case.

Josh Raynor, Airport Director, appeared before the Board to request approval of a change order with Daniels & Daniels. The NC General Assembly awarded Duplin County Airport $5 million dollars for capital improvements, equipment, or improving access to the NC Forestry Service Training Center. The airport entered into a design build project with Daniels & Daniels after completing the design process, the GMP (Guaranteed Maximum Price) was established the airport is now ready to award the remaining balance of the GMP in the amount of $2,627,745.00.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously, to approve Change Order Number PCR 1 with Daniels and Daniels and authorize the Chairman to Sign.

Josh Raynor, Airport Director, appeared before the Board to request approval of Changer Order Number One (1) with Parrish & Partners for connector Taxiway A3. Duplin County Airport received funding from the North Carolina Division of Aviation to construct a taxiway connector (Taxiway A3) to prompt a safer and more efficient egress of the runway. This project had a large number of unsuitable soils and was replaced with Geogrid and select granular materials. This change order also covers some additional cost ($1330.00) to exchange some (7) 60w transformers to 100w transformers.

Motion was made by Commissioner Garner, seconded by Commissioner Edwards, carried unanimously, to approve Change Order Number One (1) with Parrish & Partners and authorize the Chairman to Sign

Bryan Miller, County Manager, appeared before the Board to request the adoption of a Duplin County Employee Development and Educational Incentives Policy. Mr. Miller explained that this policy will be used to incentivize employees to further their education and training. This policy may cover expenses such as tuition, textbooks, registration fees, and lodging for approved educational activities. To be eligible, the course must be necessary for the employees continued performance and growth in their current position. These trainings require approval from both the Department Head and County Manager and are contingent upon available funding. There are specific increases for certifications, enabling employees to perform at a higher level for the county. For educational or degree related incentives, a minimum grade of C will be required and tuition can't be funded through ad valorum taxes or departmental fees. Additionally, there will be a repayment policy if the employee choses to leave within two years of the training.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to adopt a Duplin County Employee Development and Educational Incentives Policy.

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

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to go out of regular session and into closed session for legal matters pursuant to NCG § 143-318.11(a)(3); economic development matters pursuant to NCG § 143-318.11(a)(4); real property matters pursuant to NCG § 143-318.11(a)(5); and personnel matters pursuant to NCGS § 143-318.11(a)(6)

Motion was made by Commissioner Garner, seconded by Commissioner Branch, 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 recess until Tuesday, August 5th, 2025 for a joint meeting between the Board of Commissioners and the Duplin County Board of Education, to be held at the Duplin County Board of Education, 315 North Main Street, Kenansville, NC.

Jaime W. Carr
Clerk to the Board

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / LINE DESCRIPTION	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2026 01 305 07/15/2025 BUA 080425C 1 2										
1	4992 45-41-4920-4992-000-34982	34982		Airpark Infrastructure	NCSE ISEP Grant Separate budget per OSBM	07/15/2025	.00	105,000.00	105,000.00	
2	4995 45-00-4920-4995-000-34982	34982		NCSE ISEP	NCSE ISEP Grant Separate budget per OSBM	07/15/2025	.00	-105,000.00	-105,000.00	
3	4992 45-41-4920-4992-000-41060	41060		Airpark Infrastructure	CONSTRUCTION Separate budget per OSBM	07/15/2025	.00	-105,000.00	-105,000.00	
4	4995 45-00-4920-4995-000-41060	41060		NCSE ISEP	CONSTRUCTION Separate budget per OSBM	07/15/2025	.00	90,000.00	90,000.00	
5	4995 45-00-4920-4995-000-41040	41040		NCSE ISEP	ENGINEERING SERVICES Separate budget per OSBM	07/15/2025	.00	4,500.00	4,500.00	
6	4995 45-00-4920-4995-000-49910	49910		NCSE ISEP	CONTINGENCY Separate budget per OSBM	07/15/2025	.00	10,000.00	10,000.00	
7	4995 45-00-4920-4995-000-43990	43990		NCSE ISEP	PERMITS Separate budget per OSBM	07/15/2025	.00	500.00	500.00	
					** JOURNAL TOTAL			0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2026 01 410 07/18/2025 BUA 084025C 1 2										
1	4333 71-43-4310-4333-000-42980	42980		SHERIFF/JAIL DONATIONS	PROGRAM SUPPLIES Carry Fwd	07/18/2025	5.00	12,529.39	12,534.39	
2	4334 71-43-4310-4334-000-42980	42980		DRUG ENFORCEMENT RESTITUTION	PROGRAM SUPPLIES Carry Fwd	07/18/2025	.00	222,418.94	222,418.94	
3	4335 71-43-4310-4335-000-42980	42980		EXPLORERS	PROGRAM SUPPLIES Carry Fwd	07/18/2025	.00	73.96	73.96	
4	4336 71-43-4310-4336-000-43000	43000		EXECUTIONS	COMMISSION EXPENSES Carry Fwd	07/18/2025	.00	27,941.00	27,941.00	
5	4381 71-43-4380-4381-000-42980	42980		ANIMAL SHELTER BUILDING FUND	PROGRAM SUPPLIES Carry Fwd	07/18/2025	.00	38,560.39	38,560.39	
6	5125 71-50-5100-5125-000-42980	42980		TB-DR. PATEL	PROGRAM SUPPLIES Carry Fwd	07/18/2025	.00	7.59	7.59	

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / LINE DESCRIPTION	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									
2026 01 410 07/18/2025 BUA 084025C 1 2									
7	5861 71-50-5600-5861-000-43004	43004		AGING TRUST	OPERATING EXPENSE Carry Fwd	07/18/2025	26.80	1,796.29	1,823.09
8	5862 71-50-5600-5862-000-43004-	43004		SENOIR GAMES	OPERATING EXPENSE Carry Fwd	07/18/2025	.00	433.48	433.48
9	5864 71-50-5600-5864-000-43004	43004		HOMEBOUND MEALS	OPERATING EXPENSE Carry Fwd	07/18/2025	.00	667.53	667.53
10	5865 71-50-5600-5865-000-43004	43004		SENOIR CITIZEN TRIPS	OPERATING EXPENSE Carry Fwd	07/18/2025	.00	4,825.78	4,825.78
11	5821 71-50-5820-5821-000-43004	43004		VETERAN'S MEMORIAL	OPERATING EXPENSE Carry Fwd	07/18/2025	.00	562.27	562.27
12	6111 71-60-6110-6110-000-45500	45500		LIBRARY PROGRAMS	LIBRARY PROGRAMS Carry Fwd	07/18/2025	.00	7,772.25	7,772.25
13	6112 71-60-6110-6130-000-45600	45600		LIB BUIL DONATION	BOOKS Carry Fwd	07/18/2025	.00	2,923.62	2,923.62
14	6113 71-60-6110-6140-000-45601	45601		ROSE HILL LIBRARY	BOOKS ROSE HILL LIBRARY Carry Fwd	07/18/2025	.00	3,920.38	3,920.38
15	6150 71-60-6110-6150-000-42980	42980		FRIENDS FOR THE LIBRARY	PROGRAM SUPPLIES Carry Fwd	07/18/2025	.00	2,106.05	2,106.05
16	6156 71-60-6110-6156-000-45602	45602		FAISON LIBRARY	BOOKS FAISON LIBRARY Carry Fwd	07/18/2025	.00	571.92	571.92
17	6112 71-60-6110-6130-000-45801	45801		LIB BUIL DONATION	BUILDING Carry Fwd	07/18/2025	.00	4,526.16	4,526.16
18	4333 71-43-4310-4333-000-39982	39982		SHERIFF/JAIL DONATIONS	FUND BAL SHERIFF/JAIL DONATION Carry Fwd	07/18/2025	.00	-12,529.39	-12,529.39
19	4334 71-43-4310-4334-000-39971	39971		DRUG ENFORCEMENT RESTITUTION	FUND BAL DRUG ENFORCEMENT REST Carry Fwd	07/18/2025	.00	-222,418.94	-222,418.94
20	4335 71-43-4310-4335-000-39981	39981		EXPLORERS	FUND BAL SHERIFF EXPLORERS Carry Fwd	07/18/2025	.00	-73.96	-73.96
21	4336 71-43-4310-4336-000-39905	39905		EXECUTIONS	FUND BAL COMMISSIONS ON EXECUT Carry Fwd	07/18/2025	.00	-27,941.00	-27,941.00

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT			LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 01	410	07/18/2025			BUA 084025C	1	2	
22	4381	39949		ANIMAL SHELTER BUILDING FUND	FUND BAL ANIMAL SVSBLDG TRUST	.00	-38,560.39	-38,560.39
	71-43-4380-4381-000-39949				Carry Fwd	07/18/2025		
23	5125	39983		TB-DR. PATEL	FUND BAL TB LUNG DISEASE	.00	-7.59	-7.59
	71-50-5100-5125-000-39983				Carry Fwd	07/18/2025		
24	5861	39961		AGING TRUST	FUND BAL GENERAL AGING TRUST F	.00	-1,796.29	-1,796.29
	71-50-5600-5861-000-39961				Carry Fwd	07/18/2025		
25	5862	39980		SENOIR GAMES	FUND BAL SENIOR GAMES	.00	-433.48	-433.48
	71-50-5600-5862-000-39980				Carry Fwd	07/18/2025		
26	5864	39974		HOMEBOUND MEALS	FUND BAL HOMEBOUND MEALS	.00	-667.53	-667.53
	71-50-5600-5864-000-39974				Carry Fwd	07/18/2025		
27	5865	39979		SENOIR CITIZEN TRIPS	FUND BAL SENIOR CITIZENS TRIPS	.00	-4,825.78	-4,825.78
	71-50-5600-5865-000-39979				Carry Fwd	07/18/2025		
28	5821	39984		VETERAN'S MEMORIAL	FUND BAL VETERAN'S MEMORIAL	.00	-562.27	-562.27
	71-50-5820-5821-000-39984				Carry Fwd	07/18/2025		
29	6111	39977		LIBRARY PROGRAMS	FUND BAL LIBRARY PROGRAMS	.00	-7,772.25	-7,772.25
	71-60-6110-6110-000-39977				Carry Fwd	07/18/2025		
30	6112	39975		LIB BUIL DONATION	FUND BAL LIBRARY BLDG	.00	-4,526.16	-4,526.16
	71-60-6110-6130-000-39975				Carry Fwd	07/18/2025		
31	6112	39976		LIB BUIL DONATION	FUND BAL LIBRARY MEMORIAL	.00	-2,923.62	-2,923.62
	71-60-6110-6130-000-39976				Carry Fwd	07/18/2025		
32	6150	39973		FRIENDS FOR THE LIBRARY	FUND BAL FRIENDS OF THE LIBRAR	.00	-2,106.05	-2,106.05
	71-60-6110-6150-000-39973				Carry Fwd	07/18/2025		
33	6156	39972		FAISON LIBRARY	FUND BAL FAISON LIBRARY	.00	-571.92	-571.92
	71-60-6110-6156-000-39972				Carry Fwd	07/18/2025		
34	6113	39978		ROSE HILL LIBRARY	FUND BAL ROSE HILL LIBRARY	.00	-3,920.38	-3,920.38
	71-60-6110-6140-000-39978				Carry Fwd	07/18/2025		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 01	544	07/25/2025			BUA lease	1	2	

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT			LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 01	544	07/25/2025			BUA lease	1	1	
1	4310	45100		SHERIFF	CAPITAL OUTLAY	50,000.00	-50,000.00	.00
	10-43-4310-0000-000-45100				move to lease	07/25/2025		
2	4310	45120		SHERIFF	CAPITAL LEASE	63,600.00	50,000.00	113,600.00
	10-43-4310-0000-000-45120				move to lease	07/25/2025		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 02	2	08/05/2025			BUA 080425C	1	2	
1	4100	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS	-2,867.50	-5,000.00	-7,867.50
	10-41-4100-0000-000-39951				Vidant grant	08/05/2025		
2	4955	40121		4H Vidant Grant	SALARIES	.00	5,000.00	5,000.00
	10-49-4950-4955-000-40121				Vidant grant	08/05/2025		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 02	3	08/05/2025			BUA 080425C	1	2	
1	5820	35802		Veterans' Office	NCDMVA Grant	.00	-18,288.97	-18,288.97
	10-50-5820-0000-000-35802				Grant	08/05/2025		
2	5820	44009		Veterans' Office	Grant Expense	.00	18,288.97	18,288.97
	10-50-5820-0000-000-44009				Grant	08/05/2025		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 02	4	08/05/2025			BUA 080425C	1	2	
1	7402	45100		DISPOSAL	CAPITAL OUTLAY	353,535.00	-61,500.00	292,035.00
	66-70-7400-7402-000-45100				Move to professional svcs	08/05/2025		
2	7402	41990		DISPOSAL	PROFESSIONAL SERVICES	12,500.00	61,500.00	74,000.00
	66-70-7400-7402-000-41990				Move to professional svcs	08/05/2025		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2026 02	5	08/05/2025			BUA 080425C	1	2	

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2026 02	5	08/05/2025		BUA 080425C	1	2			
1	4100	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS		-2,867.50	-45,000.00	-47,867.50
	10-41-4100-0000-000-39951				EMS Cape Fear Grant		08/05/2025		
2	4370	42980		EMERGENCY MEDICAL SERVICES	PROGRAM SUPPLIES		208,000.00	45,000.00	253,000.00
	10-43-4330-4370-000-42980				Cape Fear Grant		08/05/2025		
					** JOURNAL TOTAL			0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2026 02	9	08/05/2025		BUA 080425C	1	2			
1	6105	41990		Tourism	PROFESSIONAL SERVICES		.00	7,500.00	7,500.00
	10-60-6105-6105-000-41990				Establish Tourism Department		08/05/2025		
2	6105	42600		Tourism	OFFICE SUPPLIES		.00	3,111.00	3,111.00
	10-60-6105-6105-000-42600				Establish Tourism Department		08/05/2025		
3	6105	42980		Tourism	PROGRAM SUPPLIES		.00	200.00	200.00
	10-60-6105-6105-000-42980				Establish Tourism Department		08/05/2025		
4	6105	43110		Tourism	TRAVEL		.00	11,036.00	11,036.00
	10-60-6105-6105-000-43110				Establish Tourism Department		08/05/2025		
5	6105	43210		Tourism	TELEPHONE		.00	1,120.00	1,120.00
	10-60-6105-6105-000-43210				Establish Tourism Department		08/05/2025		
6	6105	43250		Tourism	POSTAGE		.00	10,876.00	10,876.00
	10-60-6105-6105-000-43250				Establish Tourism Department		08/05/2025		
7	6105	43300		Tourism	UTILITIES		.00	2,400.00	2,400.00
	10-60-6105-6105-000-43300				Establish Tourism Department		08/05/2025		
8	6105	43510		Tourism	REPAIRS BUILDING AND GROUNDS		.00	23.00	23.00
	10-60-6105-6105-000-43510				Establish Tourism Department		08/05/2025		
9	6105	43540		Tourism	SOFTWARE MAINTENANCE		.00	275.00	275.00
	10-60-6105-6105-000-43540				Establish Tourism Department		08/05/2025		
10	6105	43903		Tourism	ENTERTAINMENT		.00	11,000.00	11,000.00
	10-60-6105-6105-000-43903				Establish Tourism Department		08/05/2025		
11	6105	43911		Tourism	ADVERTISING		.00	64,311.00	64,311.00
	10-60-6105-6105-000-43911				Establish Tourism Department		08/05/2025		

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2026 02	9	08/05/2025		BUA 080425C	1	2			
12	6105	44910		Tourism	DUES AND SUBSCRIPTIONS		.00	3,988.00	3,988.00
	10-60-6105-6105-000-44910				Establish Tourism Department		08/05/2025		
13	6105	45000		Tourism	GRANTCLIENTS		.00	40,000.00	40,000.00
	10-60-6105-6105-000-45000				Establish Tourism Department		08/05/2025		
14	6105	46635		Tourism	COMMUNITY SPONSORSHIPS		.00	5,000.00	5,000.00
	10-60-6105-6105-000-46635				Establish Tourism Department		08/05/2025		
15	6105	46993		Tourism	CONFEDERATE SWORD FACTORY		.00	600.00	600.00
	10-60-6105-6105-000-46993				Establish Tourism Department		08/05/2025		
17	6105	40121		Tourism	SALARIES		.00	20,000.00	20,000.00
	10-60-6105-6105-000-40121				Establish Tourism Department		08/05/2025		
18	6105	40182		Tourism	RETIREMENT		.00	1,550.00	1,550.00
	10-60-6105-6105-000-40182				Establish Tourism Department		08/05/2025		
19	6105	40183		Tourism	HOSPITAL INSURANCE		.00	12,000.00	12,000.00
	10-60-6105-6105-000-40183				Establish Tourism Department		08/05/2025		
20	6105	40184		Tourism	Life Insurance		.00	10.00	10.00
	10-60-6105-6105-000-40184				Establish Tourism Department		08/05/2025		
21	6105	32700		Tourism	OCCUPANCY TAX		.00	-195,000.00	-195,000.00
	10-60-6105-6105-000-32700				Establish Tourism Department		08/05/2025		
					** JOURNAL TOTAL			0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2026 02	10	08/05/2025		BUA 080425C	1	2			
1	4997	34830		CDBG NR 23-C-4163	CDBGNR		.00	-950,000.00	-950,000.00
	33-49-0000-4997-000-34830				Establish grant		08/05/2025		
2	4997	41979		CDBG NR 23-C-4163	ADMINISTRATION		.00	95,000.00	95,000.00
	33-49-0000-4997-000-41979				Establish grant		08/05/2025		
3	4997	41060		CDBG NR 23-C-4163	CONSTRUCTION		.00	855,000.00	855,000.00
	33-49-0000-4997-000-41060				Establish grant		08/05/2025		
					** JOURNAL TOTAL			0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 1 305									
BUA 4992-34982					NCSE ISEP Grant		5	105,000.00	
07/15/2025	080425C				Separate budget per OSBM	T			
BUC 4995-34982					NCSE ISEP Grant		5		105,000.00
07/15/2025	080425C				Separate budget per OSBM	AT			
BUA 4992-41060					CONSTRUCTION		5		105,000.00
07/15/2025	080425C				Separate budget per OSBM	AT			
BUC 4995-41060					CONSTRUCTION		5	90,000.00	
07/15/2025	080425C				Separate budget per OSBM	AT			
BUC 4995-41040					ENGINEERING SERVICES		5	4,500.00	
07/15/2025	080425C				Separate budget per OSBM	AT			
BUC 4995-49910					CONTINGENCY		5	10,000.00	
07/15/2025	080425C				Separate budget per OSBM	AT			
BUC 4995-43990					PERMITS		5	500.00	
07/15/2025	080425C				Separate budget per OSBM	AT			
					JOURNAL 2026/01/305 TOTAL			.00	.00
2026 1 410									
BUA 4333-42980					PROGRAM SUPPLIES		5	12,529.39	
07/18/2025	084025C				Carry Fwd	T			
BUA 4334-42980					PROGRAM SUPPLIES		5	222,418.94	
07/18/2025	084025C				Carry Fwd	T			
BUA 4335-42980					PROGRAM SUPPLIES		5	73.96	
07/18/2025	084025C				Carry Fwd	T			
BUA 4336-43000					COMMISSION EXPENSES		5	27,941.00	
07/18/2025	084025C				Carry Fwd	T			
BUA 4381-42980					PROGRAM SUPPLIES		5	38,560.39	
07/18/2025	084025C				Carry Fwd	T			
BUA 5125-42980					PROGRAM SUPPLIES		5	7.59	
07/18/2025	084025C				Carry Fwd	T			
BUA 5861-43004					OPERATING EXPENSE		5	1,796.29	
07/18/2025	084025C				Carry Fwd	T			
BUA 5862-43004					OPERATING EXPENSE		5	433.48	
07/18/2025	084025C				Carry Fwd	T			
BUA 5864-43004					OPERATING EXPENSE		5	667.53	
07/18/2025	084025C				Carry Fwd	T			
BUA 5865-43004					OPERATING EXPENSE		5	4,825.78	
07/18/2025	084025C				Carry Fwd	T			
BUA 5821-43004					OPERATING EXPENSE		5	562.27	
07/18/2025	084025C				Carry Fwd	T			
BUA 6111-45500					LIBRARY PROGRAMS		5	7,772.25	
07/18/2025	084025C				Carry Fwd	T			
BUA 6112-45600					BOOKS		5	2,923.62	
07/18/2025	084025C				Carry Fwd	T			
BUA 6113-45601					BOOKS ROSE HILL LIBRARY		5	3,920.38	
07/18/2025	084025C				Carry Fwd	T			

Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
BUA 6150-42980					PROGRAM SUPPLIES		5	2,106.05	
07/18/2025	084025C				Carry Fwd	T			
BUA 6156-45602					BOOKS FAISON LIBRARY		5	571.92	
07/18/2025	084025C				Carry Fwd	T			
BUA 6112-45801					BUILDING		5	4,526.16	
07/18/2025	084025C				Carry Fwd	T			
BUA 4333-39982					FUND BAL SHERIFF/JAIL DONATION		5		12,529.39
07/18/2025	084025C				Carry Fwd	T			
BUA 4334-39971					FUND BAL DRUG ENFORCEMENT REST		5		222,418.94
07/18/2025	084025C				Carry Fwd	T			
BUA 4335-39981					FUND BAL SHERIFF EXPLORERS		5		73.96
07/18/2025	084025C				Carry Fwd	T			
BUA 4336-39905					FUND BAL COMMISSIONS ON EXECUT		5		27,941.00
07/18/2025	084025C				Carry Fwd	T			
BUA 4381-39949					FUND BAL ANIMAL SVSBLDG TRUST		5		38,560.39
07/18/2025	084025C				Carry Fwd	T			
BUA 5125-39983					FUND BAL TB LUNG DISEASE		5		7.59
07/18/2025	084025C				Carry Fwd	T			
BUA 5861-39961					FUND BAL GENERAL AGING TRUST F		5		1,796.29
07/18/2025	084025C				Carry Fwd	T			
BUA 5862-39980					FUND BAL SENIOR GAMES		5		433.48
07/18/2025	084025C				Carry Fwd	T			
BUA 5864-39974					FUND BAL HOMEBOUND MEALS		5		667.53
07/18/2025	084025C				Carry Fwd	T			
BUA 5865-39979					FUND BAL SENIOR CITIZENS TRIPS		5		4,825.78
07/18/2025	084025C				Carry Fwd	T			
BUA 5821-39984					FUND BAL VETERAN'S MEMORIAL		5		562.27
07/18/2025	084025C				Carry Fwd	T			
BUA 6111-39977					FUND BAL LIBRARY PROGRAMS		5		7,772.25
07/18/2025	084025C				Carry Fwd	T			
BUA 6112-39975					FUND BAL LIBRARY BLDG		5		4,526.16
07/18/2025	084025C				Carry Fwd	T			
BUA 6112-39976					FUND BAL LIBRARY MEMORIAL		5		2,923.62
07/18/2025	084025C				Carry Fwd	T			
BUA 6150-39973					FUND BAL FRIENDS OF THE LIBRAR		5		2,106.05
07/18/2025	084025C				Carry Fwd	T			
BUA 6156-39972					FUND BAL FAISON LIBRARY		5		571.92
07/18/2025	084025C				Carry Fwd	T			
BUA 6113-39978					FUND BAL ROSE HILL LIBRARY		5		3,920.38
07/18/2025	084025C				Carry Fwd	T			
					JOURNAL 2026/01/410 TOTAL			.00	.00
2026 1 544									
BUA 4310-45100					CAPITAL OUTLAY		5		50,000.00
07/25/2025	lease				move to lease	T			
BUA 4310-45120					CAPITAL LEASE		5	50,000.00	
07/25/2025	lease				move to lease	T			

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	JOURNAL 2026/01/544 TOTAL			.00	.00
2026 2 2					
BUA 4100-39951	FUND BAL CARRY FWD GRANTS		5		5,000.00
08/05/2025 080425C	Vidant grant	T			
BUA 4955-40121	SALARIES		5	5,000.00	
08/05/2025 080425C	Vidant grant	T			
	JOURNAL 2026/02/2 TOTAL			.00	.00
2026 2 3					
BUA 5820-35802	NCDMVA Grant		5		18,288.97
08/05/2025 080425C	Grant	T			
BUA 5820-44009	Grant Expense		5	18,288.97	
08/05/2025 080425C	Grant	T			
	JOURNAL 2026/02/3 TOTAL			.00	.00
2026 2 4					
BUA 7402-45100	CAPITAL OUTLAY		5		61,500.00
08/05/2025 080425C	Move to professional svcs	T			
BUA 7402-41990	PROFESSIONAL SERVICES		5	61,500.00	
08/05/2025 080425C	Move to professional svcs	T			
	JOURNAL 2026/02/4 TOTAL			.00	.00
2026 2 5					
BUA 4100-39951	FUND BAL CARRY FWD GRANTS		5		45,000.00
08/05/2025 080425C	EMS Cape Fear Grant	T			
BUA 4370-42980	PROGRAM SUPPLIES		5	45,000.00	
08/05/2025 080425C	Cape Fear Grant	T			
	JOURNAL 2026/02/5 TOTAL			.00	.00
2026 2 9					
BUA 6105-41990	PROFESSIONAL SERVICES		5	7,500.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-42600	OFFICE SUPPLIES		5	3,111.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-42980	PROGRAM SUPPLIES		5	200.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43110	TRAVEL		5	11,036.00	
08/05/2025 080425C	Establish Tourism Department	T			

Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
BUA 6105-43210	TELEPHONE		5	1,120.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43250	POSTAGE		5	10,876.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43300	UTILITIES		5	2,400.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43510	REPAIRS BUILDING AND GROUNDS		5	23.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43540	SOFTWARE MAINTENANCE		5	275.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43903	ENTERTAINMENT		5	11,000.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-43911	ADVERTISING		5	64,311.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-44910	DUES AND SUBSCRIPTIONS		5	3,988.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-45000	GRANTCLIENTS		5	40,000.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-46635	COMMUNITY SPONSORSHIPS		5	5,000.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-46993	CONFEDERATE SWORD FACTORY		5	600.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-40121	SALARIES		5	20,000.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-40182	RETIREMENT		5	1,550.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-40183	HOSPITAL INSURANCE		5	12,000.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-40184	Life Insurance		5	10.00	
08/05/2025 080425C	Establish Tourism Department	T			
BUA 6105-32700	OCCUPANCY TAX		5		195,000.00
08/05/2025 080425C	Establish Tourism Department	T			
	JOURNAL 2026/02/9 TOTAL			.00	.00
2026 2 10					
BUC 4997-34830	CDBGNR		5		950,000.00
08/05/2025 080425C	Establish grant	AT			
BUC 4997-41979	ADMINISTRATION		5	95,000.00	
08/05/2025 080425C	Establish grant	AT			
BUC 4997-41060	CONSTRUCTION		5	855,000.00	
08/05/2025 080425C	Establish grant	AT			
	JOURNAL 2026/02/10 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by CHELSEY LANIER **

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE AUGUST 4, 2025

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	
23010	ASKEW, HAZEL R. ETAL	09			2024	0159375						$ 110.00	$ 110.00	HOU
23011	ASKEW, HAZEL R. ETAL	09			2023	0159375						$ 110.00	$ 110.00	HOU
23012	ASKEW, HAZEL R. ETAL	09			2022	0159375						$ 110.00	$ 110.00	HOU
23013	ASKEW, HAZEL R. ETAL	09			2021	0159375						$ 90.00	$ 90.00	HOU
23014	ASKEW, HAZEL R. ETAL	09			2020	0159375						$ 90.00	$ 90.00	HOU
23015	ASKEW, HAZEL R. ETAL	09			2019	0159375						$ 90.00	$ 90.00	HOU
23016	BLIZZARD, DORIS T.	04			2025	648152						$ 330.00	$ 330.00	PRO
23017	BLIZZARD, DORIS T.	04	F-02		2024	648152	$ 781.50	$ 21.86	$ 71.05			$ 330.00	$ 1,204.41	NO
23018	BLIZZARD, DORIS T.	04	F-02		2023	648152	$ 781.50	$ 21.86	$ 71.05			$ 330.00	$ 1,204.41	NO
23019	BLIZZARD, DORIS T.	04	F-02		2022	648152	$ 835.84	$ 23.38	$ 75.99			$ 330.00	$ 1,265.21	NO
23020	BLIZZARD, DORIS T.	04	F-02		2021	648152	$ 835.84	$ 23.38	$ 75.99			$ 270.00	$ 1,205.21	NO
23021	BLIZZARD, DORIS T.	04	F-02		2020	648152	$ 835.84	$ 23.38	$ 75.99			$ 270.00	$ 1,205.21	NO
23022	CAISON, JOSEPH SHANE	13	F-21		2025	010001576	$ 13.00		$ 1.57		$ 1.46		$ 16.03	VAL
23023	DAVIS, LANCE MICHAEL	03	F-02		2025	1004903						$ 110.00	$ 110.00	HOU
23024	DAVIS, JAMES MICHAEL	03	F-02		2024	2201463						$ 110.00	$ 110.00	HOU
23025	DAVIS, JAMES MICHAEL	03	F-02		2023	2201463						$ 110.00	$ 110.00	HOU
23026	DAVIS, JAMES MICHAEL	03	F-02		2022	2201463						$ 110.00	$ 110.00	HOU
23027	DAVIS, JAMES MICHAEL	03	F-02		2021	2201463						$ 90.00	$ 90.00	HOU
23028	DAVIS, JAMES MICHAEL	03	F-02		2020	2201463						$ 90.00	$ 90.00	HOU
23029	DUPLIN COUNTY REVAL TEST	11	F-07		2025	1004737	$ 1,462.18		$ 176.47				$ 1,638.65	TES
23030	DUPLIN COUNTY	09	F-09		2025	010002479	$ 71.92		$ 9.67				$ 81.59	FLO
23031	ELLIS, FRANKLYN H. III & WF MARSHA	11			2025	2533735	$ 585.22						$ 585.22	COR
23032	GEORGE, MARILYN	02	F-12		2025	1002252	$ 198.94		$ 22.30			$ 110.00	$ 331.24	HOU
23033	LANE, GEORGE HRS.	10			2024	5130531						$ 110.00	$ 110.00	HOU
23034	LANE, GEORGE HRS.	10			2023	5130531						$ 110.00	$ 110.00	HOU
23035	LANE, GEORGE HRS.	10			2022	5130531						$ 110.00	$ 110	HOU
23036	LANE, GEORGE HRS.	10			2021	5130531						$ 90.00	$	OU
23037	LANE, GEORGE HRS.	10			2020	5130531						$ 90.00	$	OU
23038	LANE, GEORGE HRS.	10			2019	5130531						$ 90.00	$ 90.00	HOU
23039	LANE, GEORGE HRS.	10			2018	5130531						$ 90.00	$ 90.00	HOU
23040	MATTHEWS, JONATHAN HRS.	09			2024	5598729						$ 110.00	$ 110.00	HOU
23041	MATTHEWS, JONATHAN HRS.	09			2023	5598729						$ 110.00	$ 110.00	HOU
23042	MATTHEWS, JONATHAN HRS.	09			2022	5598729						$ 110.00	$ 110.00	HOU
23043	MATTHEWS, JONATHAN HRS.	09			2021	5598729						$ 90.00	$ 90.00	HOU
23044	MATTHEWS, JONATHAN HRS.	09			2020	5598729						$ 90.00	$ 90.00	HOU
23045	MATTHEWS, JONATHAN HRS.	09			2019	5598729						$ 90.00	$ 90.00	HOU
23046	MATTHEWS, JONATHAN HRS.	09			2018	5598729						$ 90.00	$ 90.00	HOU
23047	RAMOS, TITO C. MARQUEZ & WIFE	13	F-22		2025	7182471						$ 110.00	$ 110.00	BIL
23048	RAYNOR, EDITH	08			2024	7206040						$ 110.00	$ 110.00	HOU
23049	RAYNOR, EDITH	08			2023	7206040						$ 110.00	$ 110.00	HOU
23050	RAYNOR, EDITH	08			2022	7206040						$ 110.00	$ 110.00	HOU
23051	RAYNOR, EDITH	08			2021	7206040						$ 90.00	$ 90.00	HOU
23052	RAYNOR, EDITH	08			2020	7206040						$ 90.00	$ 90.00	HOU
23053	RAYNOR, EDITH	08			2019	7206040						$ 90.00	$ 90.00	HOU
23054	RODRIGUEZ, BENITO	05	F-25		2024	7450756	$ 14.30	$ 0.40			$ 1.47	$ 110.00	$ 126.17	SWF
23055	RODRIGUEZ, BENITO	05	F-25		2023	7450756	$ 14.30	$ 0.40			$ 1.47	$ 110.00	$ 126.17	SWF

LL 7-25-25
AN 7-25-25
CW 7-25-25

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
23056	RODRIGUEZ, BENITO	05	F-25		2022	7450756	$ 14.30	$ 0.40			$ 2.94	$ 110.00	$ 127.64	SWMH LISTED IN ERROR
23057	RODRIGUEZ, BENITO	05	F-25		2021	7450756	$ 14.30	$ 0.40			$ 4.41	$ 90.00	$ 109.11	SWMH LISTED IN ERROR
23058	RODRIGUEZ, BENITO	05	F-25		2020	7450756	$ 14.30	$ 0.40			$ 5.88	$ 90.00	$ 110.58	SWMH LISTED IN ERROR
23059	SHOLAR, EMORY O	07			2025	7779600	$ 9.28						$ 9.28	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23060	SHOLAR, EMORY O	07			2024	7779600	$ 7.87	$ 0.22					$ 8.09	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23061	SHOLAR, EMORY O.	07			2023	7779600	$ 7.87	$ 0.22					$ 8.09	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23062	SHOLAR, EMORY O	07			2022	7779600	$ 7.87	$ 0.22					$ 8.09	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23063	SHOLAR, EMORY O	07			2021	7779600	$ 7.87	$ 0.22					$ 8.09	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23064	SHOLAR, EMORY O	07			2020	7779600	$ 7.87	$ 0.22					$ 8.09	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23065	SHOLAR, EMORY O.	07			2019	7779600	$ 7.87	$ 0.22					$ 8.09	SHOULD'VE BEEN COMBINED WITH 07-3714 & 07-3714-1
23066	SMITH, MAUDE P.	12			2024	8026050	$ 54.34	$ 1.52					$ 55.86	CLERICAL ERROR-VACANT LAND ONLY
23067	SMITH, MAUDE P.	12			2023	8026050	$ 54.34	$ 1.52					$ 55.86	CLERICAL ERROR-VACANT LAND ONLY
23068	THURSTON, HUNTER LOUIS	03	F-15		2025	8760115	$ 31.49		$ 2.44		$ 3.39		$ 37.32	SOLD 2001 BOAT IN 2019
23069	THURSTON, HUNTER LOUIS	03	F-15		2024	8760115	$ 41.41	$ 1.16	$ 2.90		$ 4.55		$ 50.02	SOLD 2001 BOAT IN 2019
23070	THURSTON, HUNTER LOUIS	03	F-15		2023	8760115	$ 45.03	$ 1.26	$ 3.15		$ 4.94		$ 54.38	SOLD 2001 BOAT IN 2019
23071	THURSTON, HUNTER LOUIS	03	F-15		2022	8760115	$ 18.21	$ 0.51	$ 1.27		$ 2.00		$ 21.99	SOLD 2001 BOAT IN 2019
23072	THURSTON, HUNTER LOUIS	03	F-15		2021	8760115	$ 17.33	$ 0.49	$ 1.21		$ 1.90		$ 20.93	SOLD 2001 BOAT IN 2019
23073	THURSTON, HUNTER LOUIS	03	F-01		2025	10003528	$ 208.03		$ 17.93		$ 22.60		$ 248.56	TRADED BOAT FOR NEW BOAT IN 2022
23074	THURSTON, HUNTER LOUIS	03	F-01		2024	10003528	$ 256.45	$ 7.17	$ 17.93		$ 28.16		$ 309.71	TRADED BOAT FOR NEW BOAT IN 2022
23075	THURSTON, HUNTER LOUIS	03	F-01		2023	10003528	$ 256.45	$ 7.17	$ 17.93		$ 28.16		$ 309.71	TRADED BOAT FOR NEW BOAT IN 2022
23076	THURSTON, HUNTER LOUIS	03	F-01		2025	10003528	$ 13.46		$ 1.16		$ 1.46		$ 16.08	SOLD 2021 MYT BOAT TRAILER IN 2022
23077	THURSTON, HUNTER LOUIS	03	F-01		2024	10003528	$ 20.59	$ 0.58	$ 1.44		$ 2.26		$ 24.87	SOLD 2021 MYT BOAT TRAILER IN 2022
23078	THURSTON, HUNTER LOUIS	03	F-01		2023	10003528	$ 24.88	$ 0.70	$ 1.74		$ 2.73		$ 30.05	SOLD 2021 MYT BOAT TRAILER IN 2022
23079	STEEN, ROBERT W. & WF CAROL L. STEEN	09	F-09		2025	8214470	$ 261.00		$ 35.10				$ 296.10	SHOULD'VE RECEIVED DISABLED VETERAN EXEMPTION
													$ -	
	GRAND TOTAL						$ 7,832.79	$ 139.26	$ 684.28	$ -	$ 119.78	$ 5,790.00	$ 14,566.11	

SUBMITTED BY: _____ FINAL APPROVAL BY: _____ DATE APPROVED: 8/4/25

County Commissioners
Agenda Request Form

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.

Representative Name and Department: Melissa Kennedy/ 911 Addressing	**Meeting Date:** 08/04/2025
Subject: Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Request a public hearing for Matthew Walker to name a lane at 400 Block of W Cliff St Wallace- Island Creek township- Walker Estates Dr.	
Requested Action: To approve public hearing for September 2, 2025	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 0	
Attachments:	



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

DUPLIN COUNTY
NORTH CAROLINA

ROAD NAME PETITION for UNNAMED ROAD

1. **APPLICANT INFORMATION:**
   - **Name:** Matthew Walker
   - **Address:** 314 N. Orange St.
   - **City/State/Zip:** Wallace, NC 28466
   - **Telephone: Work:** 910-290-6242 **Home:** 910-260-6500
2. **MAIL DETERMINATON TO (If different than applicant information):**
   - **Name:**
   - **Address:**
   - **City/State/Zip:**
3. **ROAD LOCATION: Township** Wallace **Range**
   400 Block
   DESCRIPTION: Request to name this existing 30 ft. easement for access to Lots 2, 3, and 4
4. **PARCEL TAX-ID:** 3305-0508-1453 09-7022--
5. **PROPOSED ROAD NAME:** Walker REIG Estates DR
   - **BACKUP NAME 1:** Walker REIG DR, LN or ST Prefer St. or
   - ✓ **BACKUP NAME 2:** Walker Estates PL or DR Prefer DR

   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. **SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLI**

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE and PH
~~09-2704~~ NO 09-7022	~~Tara Ruth Jones~~ - Raul Garcia Fa
09-E013	United Christian Fellowship - Jack's River
09-E087	Church of GOD - Michael L Nixon Michael Nixon
09-937	Donald Wells - Catherine K. Preston
09-7022	WALKER REIG LLC - Matthew Walker -

Fire Department Approval:

Signature: Taylor Johnson

Print or type name: Taylor Johnson

Department Name: Wallace Fire Department

Date: 1/27/25

USPS Approval:

Signature: Kaye Griffin

Print or type name: Kaye Griffin

Department Name: USPS Wallace NC 28466

Date: 1/27/25

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

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-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

County Commissioners
Agenda Request Form

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.

Representative Name and Department: Melissa Kennedy/ 911 Addressing	**Meeting Date:** 08/04/2025
Subject: Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Request a public hearing for Avery Davis Investments, LLC to name a lane in Eastwood Acres off of Eastwood Dr- Oakwood Dr	
Requested Action: To approve public hearing for September 2, 2025	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 0	
Attachments:	

Docusign Envelope ID: 443CB25F-1BD5-46D9-A140-58654456AB3B

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

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. **APPLICANT INFORMATION:**
   Name: Avery Davis Investments, LLC.
   Address: 7417 Knightdale Blvd, Suite 107
   City/State/Zip: Knightdale, NC 27545
   Telephone: Work: (919) 266-9956 **Home:** _____
2. **MAIL DETERMINATON TO (If different than applicant information):**
   Name: _____
   Address: _____
   City/State/Zip: _____
3. **ROAD LOCATION: Township:** Island Creek **Range:** _____
   DESCRIPTION: lane @ Eastwood Acres (off of Sycamore Hwy)
4. **PARCEL TAX-ID:** 09-6035
5. **PROPOSED ROAD NAME:** Eastwood Trl
   BACKUP NAME 1: Oakwood Dr.
   BACKUP NAME 2: Laurel Place
   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. **SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN TA**

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE and Phone
09-6035	T. Davis

The applicant hereby certifies that the signatures on this petition are the genuine signatures of

Docusign Envelope ID: 443CB25F-1BD5-46D9-A140-58654456AB3B

Fire Department Approval:

Signature: Taylor

Print or type name: Taylor Johnson

Department Name: Wallace VFD

Date: 7/17/25

USPS Approval:

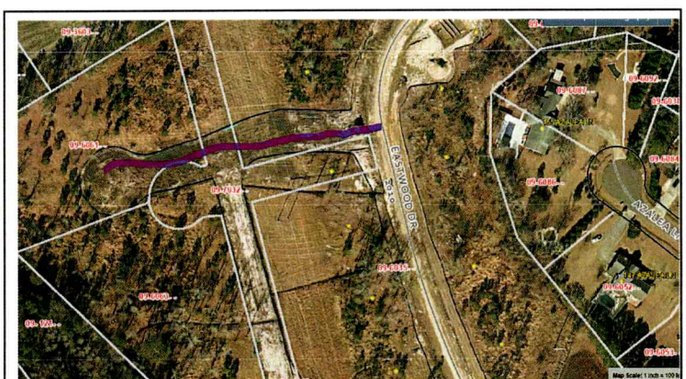
Signature: Kaye Griffin

Print or type name: Kaye Griffin

Department Name: Wallace USPS

Date: 7-17-25

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



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-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

County Commissioners
Agenda Request Form

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.

Representative Name and Department: Melissa Kennedy/ 911 Addressing	**Meeting Date:** 08/04/2025
Subject: Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Schedule a Public Hearing on September 2 , 2025 at 6:00 Regarding a Request from Timothy Maready to Name a Lane @ 600 Block of Cypress Creek Rd Wallace; Cypress Creek Township- Maready Farm Ln in Accordance with Duplin County Addressing and Road Naming Ordinance.	
Requested Action: To approve public hearing for September 2, 2025	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 0	
Attachments:	

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

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. **APPLICANT INFORMATION:**
   Name: Timothy Maready
   Address: 600S Cypress Creek Rd.
   City/State/Zip: Wallace NC 28466
   Telephone: Work: 910-289-11168 **Home:** N/A
2. **MAIL DETERMINATON TO (If different than applicant information):**
   Name: _____
   Address: _____
   City/State/Zip: _____
3. **ROAD LOCATION: Township** Cypress Creek **Range**
   DESCRIPTION: @600 Block of Cypress Creek Rd Wa
4. **PARCEL TAX-ID:** 08-320 08-6026 08-1527 08-1549 08
   08-1954 08-6026-1 08-949 08-948 08
5. ✓**PROPOSED ROAD NAME:** Maready Farms Ln.
   BACKUP NAME 1: ~~Maready Ln.~~ Maready Kate Ln.
   BACKUP NAME 2: Maready Top Ln
   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. **SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:**

Land Owner Signature	Parcel
Naomi Lanier	08-1260
Gary Blackmon Henderson Gable	08-1319
	08-2574-1-3
	08-2574-1-3
	08-2574-1-2

The applicant hereby certifies that the signatures on this petition constitute the required amount o
accessing or adjoining the road to be named by this petition.

Applicant's Signature: Linsley Moore

Fire Department Approval:

Signature: Matthew Casey

Print or type name: Matthew Casey

Department Name: Chinquapin VFD

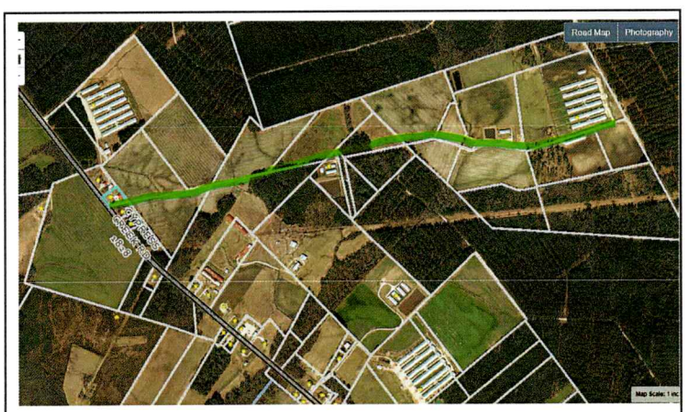
USPS Approval:

Signature: Kaye Griffin

Print or type name: Kaye B Griffin

Department Name: Wallace ~~VFD~~ Post Office

Date: 7/16/2025



Instructions for what to do with attachments once approved:

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County Commissioners
Agenda Request Form

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.

Representative Name and Department: Melissa Kennedy/ 911 Addressing	**Meeting Date:** 08/04/2025
Subject: Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Schedule a Public Hearing on September 2 , 2025 at 6:00 Regarding a Request from Gerzon Diaz Perdamo to Name a Lane 300 block of S Peterson St Magnolia; Magnolia Township- Brothers Diaz Blvd in Accordance with Duplin County Addressing and Road Naming Ordinance	
Requested Action: To approve public hearing for September 6, 2025	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 0	
Attachments:	

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

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. **APPLICANT INFORMATION:**
   - **Name:** Gerzon W. Diaz Perdamo
   - **Address:** 547 Blind Bridge RD
   - **City/State/Zip:** Magnolia NC 28453
   - **Telephone: Work:** 910-284 4768 **Home:** _____
2. **MAIL DETERMINATON TO (If different than applicant information):**
   - **Name:** _____
   - **Address:** _____
   - **City/State/Zip:** _____
3. **ROAD LOCATION: Township** _____ **Range** _____
   - **DESCRIPTION:** @ 300 Block of S Peterson St Magno
4. **PARCEL TAX-ID:** 12-1790-1-
2nd per App
5. **PROPOSED ROAD NAME:** Family Diaz ~~Road~~ Blvd (#
   - * **BACKUP NAME 1:** BRoTHERS Diaz ~~RD~~ Blvd (N
   - **BACKUP NAME 2:** _____

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. **SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN**

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE and Pho
Antonio Gomez Diaz	Antonio Gomez Diaz
Gerzon W. Diaz Perdomo	Gerzon W. Diaz Perdomo
_____	_____
_____	_____

Fire Department Approval:

Signature: [signature]

Print or type name: Luis Arellano, Fire Chief

Department Name: Magnolia VFD

Date: 7/28/2025

USPS Approval:

Signature: K. Kearse

Print or type name: Keith Kearse

Department Name: Magnolia USPS

Date: 7/29/25

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



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-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

County Manager— Bryan Miller
Assistant County Manager— Carrie Shields
Clerk to the Board— Jaime W. Carr
County Attorney— J. Timothy Wilson

Dexter B. Edwards, Chair — District II
Elwood Garner, Vice Chair — District I
Justin Edwards – District III
Jesse L. Dowe, III — District IV
Wayne E. Branch – District V

224 Seminary Street, Kenansville N.C. 28349
Phone: (910)296-2100 Fax: (910) 296-2107

August 4th, 2025

Ms. Andoria Kenan Middleton
1206 Brook Quinn Road
Rose Hill, N.C. 28458

Dear Ms. Middleton:

Happy Birthday! We consider it a special privilege to honor you in celebration of your 102nd birthday.

We feel sure that you have enriched the lives of many persons over the years with your wisdom, strength and guidance. We do appreciate the contributions that you have made to help make our county a better place to live.

It is our sincere desire that God will continue to bless you, and that you will have the power to press forward and have many more birthdays.

Sincerely,

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

North Carolina
CLASS

North Carolina CLASS Participation Packet

Welcome to North Carolina CLASS

Thank you for choosing North Carolina CLASS!

This packet contains all the materials necessary to set up your North Carolina CLASS account(s). If you have any questions about the registration process or about your North Carolina CLASS account(s), please do not hesitate to contact us. The North Carolina CLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (866) 200-3536 or by email at clientservices@ncclass.com.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. Please read the applicable North Carolina CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

North Carolina CLASS
North Carolina Cooperative Liquid Assets Securities System

Participation Procedures

To join North Carolina CLASS, please complete the following:

1. Read the North Carolina CLASS Interlocal Agreement, Indenture of Trust, and the applicable Information Statement located at www.ncclass.com.
2. Complete the Participant Certification (page 4).
3. Complete the Entity Participation Form attached as Appendix A hereto.
4. Complete the Participant Contact Information Form attached as Appendix B hereto. North Carolina CLASS recommends having multiple authorized signers to help prevent fraud.
5. Complete the Accounts to be Established Form attached as Appendix C hereto. Participants may open as many accounts as needed.

If you have questions, please contact our team at:

North Carolina Client Service Team
T: (866) 200-3536
Email: clientservices@nccclass.com

Through the North Carolina CLASS website, www.ncclass.com, Participants will be regularly informed of important program information, holidays, upcoming meetings of the Board of Trustees, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the North Carolina CLASS program.

Participant Certification

Participant Information

Entity Name (Participant) _____

Participant Representations

The undersigned Finance Director/Director of Finance/Chief Financial Officer (as applicable) (the "Authorized Representative") for the Participant hereby represents and warrants the following regarding their investment in the North Carolina CLASS Investment Program:

- The Authorized Representative for the Participant designated in this North Carolina CLASS Registration Packet has full power and authority to make investments for the above Participant in the North Carolina CLASS Investment Program and remains responsible for the management, supervision, and investment of the locality's idle funds.
- The Participant has reviewed the Interlocal Agreement, Indenture of Trust, and Information Statement.
- The Participant has reviewed the Investment Policy for North Carolina CLASS and has determined that it is consistent with the legal and policy limitations applicable to the Participant's investments, and they are authorized to invest in the North Carolina CLASS.
- The Participant represents that participation in North Carolina CLASS does not result in a breach of the terms, conditions, and provisions of any agreement or instrument to which the Participant is now a party, or by which it is bound, and does not constitute a default under any of the foregoing.
- Participation in the investment pool does not require the approval of any regulatory body or any other entity for which the approval has not already been obtained.

Authorized Representative

_____ _____

Signature Date

_____ _____

Print Name Title

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

North Carolina CLASS
North Carolina Cooperative Liquid Assets Securities System

Appendix A: Entity Participation Form

Entity Name (Participant) _____

Entity Type: ☐ City/Town ☐ County ☐ Special District
☐ Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year-End Date (Month/Day) _____

North Carolina CLASS and its transfer agent and administrator are authorized by the Participant to act on any instructions believed to be genuine for any service authorized on this form. To the extent permitted by law, the Participant agrees that North Carolina CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and agrees to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless otherwise amended in the North Carolina CLASS Online Transaction Portal. Each Participant is responsible for notifying North Carolina CLASS of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 12:00 p.m. ET; distribution times are subject to change as needed by the North Carolina CLASS Administrator. Additionally, North Carolina CLASS must be notified of any contributions by 12:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the North Carolina account, bank contact must be provided to verify bank account information

Appendix B: Participant Contact Information Form[1]

Authorized Signers Can	Read-Only Users Can
Approve changes to the Investor Profile	Receive account updates
Update banking/contact information	Request "view-only" access to monthly statements and transaction confirmations
Process Transactions	View banking/contact information
Receive account updates	

Key Authorized Representative[2] and Authorized Signer

Print First and Last Name _____ Title _____

Signature Required _____ Phone (Required)[3] _____ Extension _____

Email (Required) _____ Mobile[3] _____

Additional Contact (Optional) – North Carolina CLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name _____ Title _____

(Signature Required if Authorized Signer) _____ Phone (Required)[3] _____ Extension _____

Email (Required) _____ Mobile[3] _____

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

[1] All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

[2] The Key Authorized Representative on an account is the main point of contact for an entity. They receive voting credentials for Board of Trustee elections and all other important communications.

[3] **A phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.**

North Carolina CLASS
North Carolina Cooperative Liquid Assets Securities System

Appendix B: Participant Contact Information Form (Cont.)[1]

Additional Contact (Optional)

Print First and Last Name _____ Title _____

(Signature Required if Authorized Signer) _____ Phone (Required)[2] _____ Extension _____

Email (Required) _____ Mobile[2] _____

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name _____ Title _____

(Signature Required if Authorized Signer) _____ Phone (Required)[2] _____ Extension _____

Email (Required) _____ Mobile[2] _____

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name _____ Title _____

(Signature Required if Authorized Signer) _____ Phone (Required)[2] _____ Extension _____

Email (Required) _____ Mobile[2] _____

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

[1] All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

[2] **phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.**

Appendix C: Accounts to be Established

Entity Name:_____

Desired Subaccount Name(s)* i.e. General Fund, etc.:
(To be completed by Participant)

Note: At least one Subaccount is required

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

*Name must be limited to 35 characters.

Once your North Carolina CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@ncclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the North Carolina CLASS Client Service team.

North Carolina CLASS
North Carolina Cooperative Liquid Assets Securities System

Dual Authorization Form (Optional)

Entity Name: _____

Please utilize this form to request dual authorization capabilities on your North Carolina CLASS account. Dual authorization ensures that any transaction entered via the North Carolina CLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note**: All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ (Entity Name) by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by the 12:00 p.m. ET cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

_____ _____
Authorized Signer's Signature Date

_____ _____
Printed Name Title

County of Duplin

Office of the County Commissioners

RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS

A resolution authorizing Duplin County, North Carolina (the "County") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A- 464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the County desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Board of Commissioners (the "Governing Body") of the County as follows:

1. The Governing Body hereby approves the County becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.

2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the County's Finance Officer (the "Finance Officer"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.

3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the County in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the County's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the County.

4. The Governing Body hereby approves the Finance Officer to serve as the County's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the County's idle funds.

The undersigned hereby certifies that the Board of Commissioners has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Adopted this the 4th day of August, 2025.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Jaime W. Carr
Clerk to the Board

Contract for Debris Removal Services

THIS CONTRACT is made this the _____day of _____, 2025 by and between **CrowderGulf, LLC** (herein referred to as **"Contractor"**) and **Duplin County** a political subdivision of the **State of North Carolina** (herein referred to as **"County").**

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:
The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all ***eligible storm-generated debris (herein referred to as "debris")***, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:
The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:
The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (*if implemented by the* County):
The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities, but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the* County):
The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:
The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:
The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:
The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):
The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:
The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the ***County's*** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):
The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County** as additional insured, while working within the boundaries of the **County**.

2.3.4 Worker's Compensation:
- Coverage per **County** requirements.

2.3.5 Automobile Liability:
- Coverage per **County** requirements.

2.3.6 Comprehensive General Liability:
- Coverage per **County** requirements.

2.3.7 Insurance Cancellation / Renewal:
The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:
The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:
When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:
The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within *(number of days will be determined once extent of damage has been determined)* working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:
The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):
In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:
The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

3.7 Contract Renewal:
This Contract may be renewed for two (2) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:
This Contract shall terminate upon thirty (30) days of written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:
The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide the Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:
The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:
The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:
The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):
The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):
All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:
Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:
The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways,* shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:
This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 ***(Attachment I)*** – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:
The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):
The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:
The Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:
The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:
The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:
The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:
The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:
The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:
The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

5.10 Stumps:
All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced, and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced, and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:
The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:
The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:
All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state, and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:
The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:
The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:
The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed, and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers, and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:
A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:
Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

6.3 Additional Supporting Documentation:
The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:
Contractor will be subject to audit by federal, state, and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:
The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 ***RFP Fee Schedule***

7.2 Billing Cycle:
The Contractor shall invoice the **County** on a 30-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:
The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:
The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

7.5 Unit Price/Service Negotiations:
Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:
The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

8.0 MISCELLANEOUS

8.1 Notice:
Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:
CrowderGulf
5629 Commerce Blvd. E
Mobile, AL 36619
800-992-6207
jramsay@crowdergulf.com

County:
Duplin County Department of Public Safety
Mr. Brian Matthis, Director
209 Seminary Street
Kenansville, NC 28349
910-296-2160 Ext. 8213
Brian.Matthis@duplinnc.gov

8.2 Applicable Law:

The laws of the State of North Carolina shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Duplin County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.

8.3 Entire Contract/Amendments:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal, or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the County has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC.

By: Ashley Ramsay-Nalle
Ashley Ramsay-Nalle

Title: President

ATTEST:

Name: Mary Challis Tann

Duplin County, NC

By:
Name:

Title: Chairman

ATTEST:

Name: Jerne W. Carr

All applicable federal regulations under 2 CFR relating to services over $10,000 shall apply.

1. DEFINITION
2. TERMINATION FOR CAUSE
3. TERMINATION FOR CONVENIENCE
4. EQUAL EMPLOYMENT OPPORTUNITY
5. COPELAND "ANTI-KICKBACK" ACT
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. DEBARMENT AND SUSPENSION
10. BYRD ANTI-LOBBYING AMENDMENT
11. PROCUREMENT OF RECOVERED MATERIALS
12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES
13. DOMESTIC PREFERENCES FOR PROCUREMENTS
14. ACCESS TO RECORDS
15. CHANGES
16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING
17. NO OBLIGATION BY FEDERAL GOVERNMENT
18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
19. AFFIRMATIVE SOCIOECONOMIC STEPS
20. COPYRIGHT AND DATA RIGHTS
21. DAVIS BACON ACT
22. AIS
23. BABA
24. DRUG FREE WORKPLACE

1. DEFINITIONS

As used in this Attachment, the following terms, "Applicant," "applicant," "Owner," "owner," "Non-federal entity," "NFE," shall mean (Client's Name).
The terms "Contractor," and "contractor" shall mean (Contractor's Name).
(Contractor's Name) and (Client's Name) shall occasionally be referred to as the "Parties" in this Attachment.

2. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

3. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

5. COPELAND "ANTI-KICKBACK" ACT

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

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

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

4.Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section." For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

b. Further Compliance with the Contract Work Hours and Safety Standards Act.

1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the NFE shall comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
The contractor agrees to include these requirements in each subcontract exceeding $250,000 financed in whole or in part with federal assistance. "Federal Water Pollution Control Act"
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the Owner and the appropriate Environmental Protection Agency Regional Office. Contractor will turn in all receipts of reports to Owner. The contractor agrees to include these requirements in each subcontract exceeding $250,000 financed in whole or in part with federal assistance provided.

9. DEBARMENT AND SUSPENSION

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project. The contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower-tier transactions. The contractor acknowledges that failing to disclose the information required under 2 C.F.R. Part 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

When the contractor enters into a covered transaction with another person at the next lower tier, he or she must verify that the person with whom they intend to do business is not excluded or disqualified. Do this by:

a) Checking the Excluded Parties List System (EPLS); or
b) Collecting a certification from that person; or
c) Adding a clause or condition to the covered transaction with that person.

The contractor may access the EPLS at https://sam.gov/content/home.

10. BYRD ANTI-LOBBYING AMENDMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned to this section of the Attachment certifies, to the best of their knowledge and belief, that:
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
Competitively within a timeframe providing for compliance with the contract performance schedule;
Meeting contract performance requirements; or at a reasonable price.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions.
As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

B. Prohibitions.
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any s system, or as critical technology of any system;
   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
   iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.
1. This clause does not prohibit contractors from providing—
   i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
   ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
   i. Covered telecommunications equipment or services that:
   ii. Are not used as a substantial or essential component of any system; and
   iii. Are not used as critical technology of any system.
   iv. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.
1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any s system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

   i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
   ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts.
The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. ACCESS TO RECORDS

The Contractor agrees to provide Owner, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the Federl Grant Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15. CHANGES

The cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

17. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not subject to any obligations or liable to any party for any matter relating to the contract between Audubon and its contractor.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

19. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

20. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Owner, a paid-up, royalty- free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

21. DAVIS BACON ACT and Related Acts

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of $100,000. Wage rates specified in the applicable wage determination (Attachment 8) for this construction trade and geographic area are included in the contract specifications immediately following these contract inserts. The wage determination(s) must be posted at the site of the work in a prominent and accessible place. The contractor will also post the Department of Labor poster "Employee Rights under the Davis-Bacon Act"

(www.wagehours.dol.gov). The contractor or subcontractor shall insert in any subcontract the clauses included in 29 C.F.R. Part 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 C.F.R. Part 5.5 (see Department of Labor website or a federal regulation's website).

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision. Additional classifications shall be requested from the Department of Labor as specified in 29 C.F.R. Part 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve additional classifications, and associated wage rates and fringe benefits, only when the following criteria have been met:

a) The work to be performed by the classification requested is not performed by a classification in the wage determination;
b) The classification is utilized in the area by the construction industry; and
c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1. Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the "wage determination" included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the funding recipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll* submitted shall be accompanied by a Statement of Compliance* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

a) that the payroll for the payroll period contains the information noted above and that such information is true and complete,
b) that such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in federal regulation(s), and
c) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of

the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

2. Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis-Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid.
Whenever the Secretary of Labor has found under 29 C.F.R. Part 5.5 (a) (1) (iv) that wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

3. Penalties and Withholding

Falsification of a payroll certification may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States code. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.
The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, the EPA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. Part 5.12.
A breach of these contract clauses or the clauses continued in 29 C.F.R. Part 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. Part 5.12.
The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics including apprentices, trainees, and helpers employed by the contractor and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a mechanic including any apprentice, trainee, or helper, employed, or working on the site of the work all or part of the wages required by the contract, the State, or the Department of Labor may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guaranteed of funds.

22. AISS - AMERICAN IRON AND STEEL SECTION 436 OF P. L. 113-76

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in Section 436 that requires Owner to use iron and steel products that are produced in the United States (US) for projects for the construction, alteration, maintenance, or repair of a public water system.
The prime contractor must provide documentation that all iron and steel products which are retained as part of the project are American Iron and Steel (AIS) per the definitions contained in section "1" below. Production in the US of the iron or steel products requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The prime contractor must certify that all iron and steel products which are retained as part of the project for which they are contracted to construct or supply materials or goods satisfy Section 436 of the Act except those waivered by EPA, or they are included as Approved National Waivers. The prime contractor must submit to the owner AIS certifications for individual components supplied or installed by the prime contractor as well as components supplied or installed by all subcontractors. The prime contractor must include the AIS requirements in any subcontracts or purchase agreements made by the prime contractor and require subcontractors or suppliers of AIS products to also require their subcontractors or suppliers to include AIS requirements in any subcontracts or purchase agreements they enter into. The owner may refuse payment for any AIS component until a satisfactory AIS certification is received. The EPA may withhold reimbursement request payment on any AIS components for which certification is not available upon request.

- Definition of American Iron and Steel

  An iron or steel product is one of the following made primarily (greater than 50% measured by material cost) of iron or steel that is permanently incorporated into the project and is included as a Listed Product, Municipal Casting, Construction Material, or Structural Steel described below, items 1a-1d. Iron and steel products not listed below do not have to satisfy the AIS requirement.
  Steel is an alloy that is at least 50% iron, between .02 and 2 percent carbon, and may include other elements such as chromium, nickel, molybdenum, manganese, and silicon added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels. Production in the US of iron and steel used in a listed product requires that all manufacturing take place in the US except metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating, and coating. Raw materials such as iron ore, scrap iron or steel, limestone and other raw components used in steel production do not have to be of domestic origin.
  In determining whether a product listed below is less than 50% iron and steel by cost, the cost of the individual iron and/or steel components and the cost of the non-iron and steel components must be determined prior to assembly of the product. Assembly of the components is not considered, only material costs. Declaring a listed product as less than 50% iron and steel will require a certification from the manufacturer explaining the materials cost determination.
  a) Listed Products: Lined or unlined pipes or fittings, manhole covers, hydrants, tanks, flanges, pipe clamps and restraints, valves, and reinforced precast concrete. Rebar and wire in reinforced precast products are counted separately from the finished product. The rebar and wire MUST be American made. Additionally, the casting of the concrete product must take place in the US. Cement and other raw materials used in production of reinforced precast concrete products do not have to be of domestic origin.
  b) Municipal Castings: Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: access hatches; ballast screen; benches (iron or steel); bollards; cast bases; cast iron hinged hatches, square and rectangular; cast iron riser rings; catch basin inlet; cleanout/monument boxes; construction covers and frames; curb and corner guards; curb openings; detectable warning plates; downspout shoes (boot, inlet); drainage grates, frames and curb inlets; inlets; junction boxes; lampposts; manhole covers, rings and frames, risers; meter boxes;

service boxes; steel hinged hatches, square and rectangular; steel riser rings; trash receptacles; tree grates; tree guards; trench grates; and valve boxes, covers and risers.

c) Construction Materials: Construction materials (not to be confused with the definition of "Construction Materials" under BABA) are those articles, materials, or supplies made primarily (greater than 50% materials cost) of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment, and systems (defined below in item 1e). Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

d) Structural steel: Structural steel is defined as rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

e) Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

f) Trench boxes, scaffolding, or equipment used on site which will be removed before completion of the project, are not subject to the AIS requirements.

23. BABA - BUILD AMERICA, BUY AMERICA ACT

TITLE IX OF P. L. 117-58

INTRODUCTION
The Bipartisan Infrastructure Law (BIL) provides federal investment in water infrastructure in communities across America. Title IX of the BIL is the Build America, Buy America (BABA) Act, which establishes permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure.

APPLICABILITY
Per the BIL, Federal infrastructure funding obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements, must be produced in the United States. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived.

BABA WAIVERS

Before initiating a waiver application process, funding recipients should contact the Owner. Co-funded projects must abide by the waiver requirements of the federal program providing the largest amount of federal funding. For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers.

DE MINIMIS GENERAL APPLICABILITY WAIVER
BABA requirements are waived for products used in and incorporated into a project that cumulatively comprise no more than five percent of the total project construction cost.

SMALL PROJECT GENERAL APPLICABILITY WAIVER
BABA requirements are waived for small projects, where funding agreements or subawards under funding agreements are less than $250,000.

ADJUSTMENT PERIOD WAIVER
Projects to be financed by State Revolving Funds (SRFs) that have **initiated project design planning prior to May 14, 2022,** are exempt from BABA requirements. These projects will still be subject to AIS requirements for iron and steel products.

SRF funding recipients must provide evidence of initiating design such as a preliminary engineering report, contracts for design or engineering services, a SRF funding agreement solicitation of construction bids, plans and specifications, a public referendum or meeting regarding the proposed project, or new bonds passed, or other new funding secured for the project.

COST WAIVER
BABA requirements may be waived if those requirements increase the overall project cost more than 25 percent. Documentation may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Reasonable administrative costs such as staff, contractor, and technological resources to track BABA compliance may be included in the 25% cost determination.

PRODUCT NON-AVAILABILITY WAIVER
For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification.

BABA REQUIREMENTS
For many funded water projects, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials (and asphalt); aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.
For more information on the BABA requirements, visit the EPA Office of Water's dedicated website – https://www.epa.gov/cwsrf/build-america-buy-america-baba.

PRODUCTS AND MATERIALS COVERED UNDER BABA
As described below, there are three categories of products and materials covered by the BABA requirements including 1) iron and steel products, 2) construction materials, and 3) manufactured products.

IRON AND STEEL PRODUCTS
The list of products below would be classified as "Iron and Steel" under BABA. Although this list is not comprehensive, these products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for "iron and steel" items or products under either requirement):
Projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

An article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements.

CONSTRUCTION MATERIALS

From Office of Management and Budget (OMB) Guidance M-22-11: "construction materials" include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non- permanent products) that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, and
- drywall.

MANUFACTURED PRODUCTS

From OMB Guidance M-22-11: "...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...".
The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.
Products that could be made "primarily" of iron and steel but would be classified as "manufactured products" under BABA are included in the list below. Although the list is not comprehensive, these products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (Note: These items are not subject to the AIS requirements):

DOCUMENTING BABA COMPLIANCE

To comply with BABA requirements, the funding recipient must provide adequate documentation to demonstrate the following:

a) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.

b) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.

c) Documentation including a statement attesting that the products supplied to the funding recipient are compliant with BABA requirements. A reference to the Bipartisan Infrastructure Law (BIL) or the Infrastructure Investment and Jobs Act ("IIJA") are also acceptable. For iron and steel items under BABA, certifications may reference BABA or AIS. Documentation that the products comply with the Buy American Act do not satisfy BABA compliance requirements. EPA also recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA.

d) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.

e) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

Funding recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "*By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements.*"
It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a "step certification" process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product's compliance with BABA requirements at all stages of manufacturing.
Material Test Reports (MTRs, commonly referred to as "Mill Certifications" or "Mill Certs") are acceptable in lieu of a BABA certification for iron and steel. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA considers it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative's signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a "step certification" if the product is further fabricated or painted, etc., by another manufacturer.
Funding recipients must maintain BABA compliance documentation records for a period of three years or longer if required by other funding programs.

RELATIONSHIP TO AIS

The BABA requirement for items considered "iron and steel" are equivalent to those for cover iron and steel products under the AIS requirements in the Safe Drinking Water Act. AIS requirements are covered in https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement.

24. DRUG FREE WORKPLACE

(41 USC Ch. 81) For every contract over $10,000 the contractor must maintain a drug-free workplace. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

MASTER SERVICES AGREEMENT
FOR DEBRIS MONITORING AND MANAGEMENT SERVICES

THIS AGREEMENT is made this _____ **day of** _____**, 2025**, by and between **Duplin County, North Carolina**, located at 209 Seminary Street, Kenansville, NC 28349 (hereinafter referred to as ("CLIENT") and **Tetra Tech, Inc.** (hereinafter referred to as ("CONTRACTOR"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Client has issued RFP No. DMS2025-01 for Debris Monitoring and Management Services which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to RFP No. DMS2025-01 and wishes to enter into a contractual agreement with Contractor to provide debris monitoring and management services which the Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C.**

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Contractor and Client agree Contractor will perform debris monitoring and management services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.

2. **Term**: The term of this Agreement shall begin on the date written above and be in effect for three (3) years with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.

3. **Independent Contractor**: Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.

4. **Standard of Care**: Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. **Federal Requirements**: Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit D**.

6. **Uncontrollable Forces**: Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

   Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party

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could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services**: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's hourly labor rates plus all non-labor expenses as set forth in **Exhibit C**.

   The hourly labor rates are fully burdened to include overhead and profit. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare, car rental, and fuel shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project shall be invoiced at cost without mark-up.

   The hourly labor rates shall remain firm for the initial term of the agreement. The hourly labor rates for any extended terms shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation**: Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client and shall promptly notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

   All invoices shall be delivered to:
   Duplin County Emergency Management
   209 Seminary Street
   Kenansville, NC 28349

   Payment shall be made to and delivered to:
   Tetra Tech, Inc.
   PO Box 200191
   Dallas, TX 75320-0191

9. **Indemnity**: Contractor shall save harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.

10. **Insurance**: During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

12. **Limitation of Liability**: No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. $1,000,000) or the amount actually paid to Contractor under this Agreement.

13. **No Consequential Damages**: In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.

14. **Information Provided by Others**: Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

15. **Safety and Security**: Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination**: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not

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commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution**: Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.

18. **Successors and Assigns**: This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. **Notices**: Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	**Contractor:**
Brian Matthis, Director	Contracts Department
Duplin County Emergency Management	Tetra Tech, Inc.
209 Seminary Street	2301 Lucien Way, Suite 120
Kenansville, NC 28349	Maitland, FL 32751
(910) 296-2160 ext. 8213	(407) 803-2551 (Betty Kamara)
brian.matthis@duplinnc.gov	TDR.Contracts@tetratech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of North Carolina without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Duplin County, North Carolina.

22. **Access and Audits**: Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.

23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national

origin.

24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or North Carolina law or regulation.

28. **Data Protection:** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

29. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

30. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
TETRA TECH, INC.

By: Jonathan Burgiel
Title: Business Unit President

ATTEST:

Betty Kamara, Contracts Manager

CLIENT:
DUPLIN COUNTY, NORTH CAROLINA

By: Dexter Edwards
Title: Chairman

ATTEST:

Jaime W. Carr, Clerk to the Board

ATTACHMENTS:
- Exhibit A: Duplin County, NC RFP No. DMS2025-01 for Debris Monitoring and Management Services
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)

MASTER SERVICES AGREEMENT
FOR DEBRIS MONITORING AND MANAGEMENT SERVICES

EXHIBIT A

Duplin County, NC RFP No. DMS2025-01 for Debris Monitoring and Management Services

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FOR DEBRIS MONITORING AND MANAGEMENT SERVICES

EXHIBIT B

Tetra Tech Technical Approach

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EXHIBIT C

Tetra Tech Fee Schedule

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EXHIBIT D
FEDERAL PROVISIONS

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AW ARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES
(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE
(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

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i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out

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accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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5. *Compliance with Copeland Act requirements.*

   The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

   The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

   A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

   All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

   A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

    Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

    1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

    2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

    3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

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(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic

subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the

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consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency,* except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR	CLIENT
Tetra Tech, Inc.	Duplin County, North Carolina
2301 Lucien Way, Suite 120	209 Seminary Street
Maitland, FL 32751	Kenansville, NC 28349

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the

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contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00. ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose

accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
   a) Competitively within a timeframe providing for compliance with the contract performance schedule;
   b) Meeting contract performance requirements; or
   c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

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DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor, Tetra Tech, Inc., certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

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rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

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BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

March 20, 2025

Mr. Dexter Edwards, Chairperson
Duplin County Board of Commissioners
Post Office Box 910
Kenansville, North Carolina 28349-0910

RE: FY26 Community Transportation Program (Section 5311)
Project No.: 26-CT-012
WBS Element No.: 36233.35.27.3 (Capital I)
Period of Performance: 07/01/2025 – 06/30/2026

Dear Mr. Edwards:

On March 5, 2025, the Board of Transportation approved your organization's request for an FY26 Community Transportation Grant in the amount of $130,600. The agreement to be executed between Duplin County and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

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

Sincerely,

Brennon Fuqua

Brennon Fuqua
Director

BF\mf
CC: Angel Venecia, Director
Attachments

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

Telephone:
(919) 707-2600
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 S WILMINGTON STREET
RALEIGH, NC 27601

Website: www.ncdot.gov

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DUPLIN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM

Federal Award Identification

Application Number:	**1000023474**
Agreement Number:	
NCDOT Project Number(s):	**26-CT-012**
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-048-00**
CFDA Number:	**20.509**
Unique Entity Identifier (UEI) Number:	**KZN4GK5262K3**
Total YTD Awards:	**$2,703,195**
Total Amount of this Award(s):	**$130,600**
Federal Funds Awarded:	**$104,480**
State Funds:	**$13,060**
Local Funds:	**$13,060**
Federal Award Date: (date signed by authorized official of USDOT)	**JUNE 18, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
Budget Period	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
End date is date that subrecipient if authorized to expend funds awarded including any carry-over	
Approved Indirect Cost Rate:	**N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☒ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**
- ☐ **FTA American Rescue Plan Act (ARPA) Grant**

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

1. Purpose of Agreement

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

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2025 to June 30, 2026.** Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Duplin County will use the funds to replace (1) 22' light transit vehicle with wheelchair lift and (1) vehicle lettering and logos.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE HUNDRED THIRTY THOUSAND SIX HUNDRED DOLLARS ($130,600)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.35.27.3	$130,600	$104,480	$13,060	$13,060
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$130,060	$104,480	$13,060	$13,060

6. Project Expenditures, Payments, and Reimbursement

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

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that

fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and

eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

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

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipients' continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

:

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

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

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

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

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

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

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

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

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

1) It will not use any violating facilities;

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

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

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

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

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

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

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

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

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

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

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

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

23. Contract Administrators.

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

For the Department:

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

For the Subrecipient:

Name:	Dexter Edwards
Title:	Chairman, Board of County Commissioners
Agency:	Duplin County
Address:	PO Box 950, Kenansville, NC 28349
Email:	dbedwards56@yahoo.com
Phone:	910296-2100

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

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 566000296

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2026**

BY: DocuSigned by: Dexter Edwards

TITLE: **CHAIRPERSON**

ATTEST: Signed by: Jaime W. Carr

TITLE: Clerk to the Board

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

Attachment 1
Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: DocuSigned by: Dustin Edwards CCA234C95AF444B

Title: Chairman

Date: 08/06/2025

RESOLUTION 2024 - 34

INTEGRATED MOBILITY DIVISION

UNIFIED GRANT APPLICATION

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY26 RESOLUTION

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

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

A motion was made by (*Board Member's Name*) Commissioner Jesse Dowe and seconded by (*Board Member's Name or N/A, if not required*) Commissioner Wayne Branch for the adoption of the following resolution, and upon being put to a vote was duly adopted.

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

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

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

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

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

WHEREAS, (*Legal Name of Applicant*) Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative

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

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

I (*Certifying Official's Name*)* Dexter Edwards (*Certifying Official's Title*) Chairperson do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Duplin County Board of County Commissioners duly held on the 16th day of September, 2024.

Signature of Certifying Official

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

Seal Subscribed and sworn to me (date) 9/16/24

Notary Public *

Jaime W. Carr

1849 Sarecta Rd., Pink Hill, NC 28572

Printed Name and Address

My commission expires (date) 4/23/28

Affix Notary Seal Here

Jaime W Carr Notary Public Duplin County, NC

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 26-CT-012
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2025

PROJECT SPONSOR: DUPLIN COUNTY
PROJECT DESCRIPTION: FY2026 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 CAPITAL I - BUS: ROLLING STOCK	36233.35.27.3	$130,600
PERIOD OF PERFORMANCE JULY 01, 2025 - JUNE 30, 2026		

II. TOTAL PROJECT FUNDING

	TOTAL	FEDERAL	STATE	LOCAL
	100%	80%	10%	10%
CAPITAL I - ROLLING STOCK 36233.35.27.3				
AGREEMENT #	$130,600	$104,480	$13,060	$13,060
TOTAL BUDGET	**$130,600**	**$104,480**	**$13,060**	**$13,060**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 26-CT-012
SPONSOR: DUPLIN COUNTY

WBS ELEMENT: 36233.35.27.3
DEPARTMENT 4523 - CAPITAL I -ROLLING ROCK

TITLE	DESCRIPTION	APPROVED BUDGET
G576	22Ft LtTrans Veh W/Lf Rpl	$130,000
G591	Veh Lettering/Logos	$600
	TOTAL CAPITAL I BUDGET	**$130,600**
	TOTAL CAPITAL BUDGET	**$130,600**

PROGRAM SUMMARY SHEET REQUIREMENTS

5311 Rural Formula
FEDERAL

NORTH CAROLINA
Department of Transportation

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. These resolutions are updated on a 5-year basis. The resolution is part of the grant application process. North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area. The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than $750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.

PROGRAM SUMMARY SHEET REQUIREMENTS

MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F OMB's Uniform Administrative Requirements 2 CFR 200 NCDOT's Business Guide State Management Plan IMD Unified Grant application and Guidance
UPDATES/REVISIONS	**Original Date: April 9, 2018** **Last Amended Date: December 8, 2022**

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

March 11, 2025

Mr. Elwood Garner, Vice Chairperson
Duplin County
Post Office Box 910
Kenansville, North Carolina 28349-0910

RE: FY26 Community Transportation Program (Section 5311)
Project No.:26-CT-012
WBS Element No.: 36233.35.27.1
Period of Performance: 07/01/2025 – 06/30/2026
Agreement No.: 2000085129
Dear Mr. Garner:

On February 5, 2025, the Board of Transportation approved your organization's request for a FY26 Community Transportation Grant in the amount of $267,095. The agreement to be executed between Duplin County and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

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

Sincerely,

Brennon Fuqua

Brennon Fuqua
Director

BF\mf
CC: Angel Venecia, Transit Director
Attachments

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

Telephone:
(919) 707-2600
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 S WILMINGTON STREET
RALEIGH, NC 27601

Website: www.ncdot.gov

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DUPLIN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM

Federal Award Identification

Application Number:	**1000022365**
Agreement Number:	2000085129
NCDOT Project Number(s):	**26-CT-012**
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-048-00**
CFDA Number:	**20.509**
Unique Entity Identifier (UEI) Number:	**KZN4GK5262K3**
Total YTD Awards:	**$2,703,195**
Total Amount of this Award(s):	**$267,095**
Federal Funds Awarded:	**$213,676**
State Funds:	**$13,354**
Local Funds:	**$40,065**
Federal Award Date: (date signed by authorized official of USDOT)	**JUNE 18, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
Budget Period	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
End date is date that subrecipient if authorized to expend funds awarded including any carry-over	
Approved Indirect Cost Rate:	**N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☒ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**
- ☐ **FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the 12th day of August, 20 25, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **DUPLIN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

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

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2025 to June 30, 2026**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Duplin County will use the funds for administrative costs related to rural community transportation services.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWO HUNDRED SIXTY-SEVEN THOUSAND NINETY-FIVE DOLLARS ($267,095)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.35.27.1	$267,095	$213,676	$13,354	$40,065
Agreement #	2000085129			
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$267,095	$213,676	$13,354	$40,065

6. Project Expenditures, Payments, and Reimbursement

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

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that

fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and

eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

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

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipients' continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

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

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

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

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

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

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

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

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

1) It will not use any violating facilities;

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

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

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

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

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

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

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

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

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

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

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

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

23. Contract Administrators.

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

For the Department:

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

For the Subrecipient:

Name:	Dexter Edwardes
Title:	Chairman, Board of County Commissioners
Agency:	Duplin County
Address:	PO Box 950, Kenansville, NC 28349
Email:	dbewards56@yahoo.com
Phone:	910-296-2100

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

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 566000296

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2026**

BY: DocuSigned by: Dexter Edwards

TITLE: **CHAIRPERSON**

ATTEST: Signed by: Jaime W. Carr

TITLE: **Clerk to the Board**

DEPARTMENT OF TRANSPORTATION

DS

BY: DocuSigned by: Julie White

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

Attachment 1
Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: DocuSigned by: Dexter Edwards CCA334C08AF44AB...

Title: Chairman

Date: 08/06/2025

INTEGRATED MOBILITY DIVISION

UNIFIED GRANT APPLICATION

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY26 RESOLUTION

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

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

A motion was made by (*Board Member's Name*) Commissioner Jesse Dowe and seconded by (*Board Member's Name or N/A, if not required*) Commissioner Wayne Branch for the adoption of the following resolution, and upon being put to a vote was duly adopted.

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

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

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

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

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

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

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

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

I (*Certifying Official's Name*)* Jaime Carr (*Certifying Official's Title*) Clerk to the Board of County Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Duplin County Board of County Commissioners duly held on the 16th day of September, 2024.

Jaime W. Carr
Signature of Certifying Official

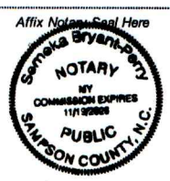
***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) 10/25/2024
Semeka Bryant-Perry
Notary Public

SEMEKA BRYANT-PERRY
Printed Name and Address

My commission expires (date) 11/19/2028

Affix Notary Seal Here



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 26-CT-012
SPONSOR: DUPLIN COUNTY
WBS: 36233.35.27.1

DEPARTMENT 4521 - ADMINISTRATION

OBJECT	TITLE	APPROVED BUDGET
G121	SALARIES AND WAGES - FULL TIME	$102,600
G127	SALARIES AND WAGES - LONGEVITY	$2,021
G181	SOCIAL SEC. CONTRIB.	$8,004
G182	RETIREMENT CONTRIB.	$14,291
G183	HOSP. INS. CONTRIB.	$21,717
G197	DRUG & ALCOHOL TEST	$3,000
G211	Janitorial Supplies	$4,000
G212	Uniforms	$6,000
G261	Office Sup & Mat.	$5,462
G291	Computer Supplies	$1,500
G311	TRAVEL	$3,000
G312	TRAVEL SUBSIS	$3,000
G321	Telephone Service	$3,000
G323	Combined Service Fee	$2,000
G331	Electricity	$7,500
G334	Water	$2,000
G371	MRKTNG.PAID ADV	$10,000
G372	PROMOTIONAL ITEMS	$2,500
G382	Comp Supt/Tech Asst	$17,000
G391	Legal Advertising	$500
G394	Cleaning Services	$5,000
G451	Ins-Property & Gen.	$1,000
G452	INSURANCE-VEHICLES	$40,000
G491	DUES AND SUBSCRIPT	$2,000
	TOTAL ADMINISTRATION	**$267,095**

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

PROJECT: 26-CT-012
SPONSOR: DUPLIN COUNTY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET AMOUNT
	DEPT. 4521 OBJECT CODE 121				
01	DIRECTOR	01	100%	$ 65,300	$65,300
02	ACCOUNTING TECH II	01	100%	$ 37,300	$37,300
	TOTAL - OBJECT CODE 121				$102,600
	DEPT. 4521 OBJECT CODE 127				
01	SALARIES AND WAGES - LONGEVITY				$2,021
	TOTAL - OBJECT CODE 127				$2,021
	DEPT. 4521 OBJECT CODE 126				
	TOTAL - OBJECT CODE 126				$0
	TOTAL DEPT. 4521 SALARIES AND WAGES				**$104,621**

PROGRAM SUMMARY SHEET REQUIREMENTS

5311 Rural Formula
FEDERAL

NORTH CAROLINA
Department of Transportation

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. These resolutions are updated on a 5-year basis. The resolution is part of the grant application process. North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area. The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than $750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.

PROGRAM SUMMARY SHEET REQUIREMENTS

MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F OMB's Uniform Administrative Requirements 2 CFR 200 NCDOT's Business Guide State Management Plan IMD Unified Grant application and Guidance
UPDATES/REVISIONS	Original Date: April 9, 2018 Last Amended Date: December 8, 2022

Advanced Practice Provider II

(Physician Assistant, Nurse Practitioner, or Certified Nurse Midwife)

GENERAL DESCRIPTION OF DUTIES

This is intermediate-level professional work in a specialized or general patient area. As an employee in this role, the Advanced Practice Provider (APP) has received specialized training to function within a multidisciplinary configuration of providers delivering safe, high-quality patient care. Before performing this role, the Physician Assistant, Nurse Practitioner, or Certified Nurse Midwife must be approved to practice medical acts, tasks, or functions by the appropriate State Board as directed by the associated practice act. This level of an employee may be trained in one specialized area(s) such as family planning, but will more likely have a broader medical background and function in various settings.

As APPs, Physician Assistants and Nurse Practitioners work to provide primary health care and are required to have a collaborative practice agreement (CPA) with a supervising physician to practice. The CPA must be current and describe the arrangement for the APP and physician's continuous availability to each other for the ongoing supervision, consultation, collaboration, referral, and evaluation of care provided by the APP. A supervising physician must be immediately available, if needed, for consultation. The employee always functions in collaboration with the supervising physician, who is ultimately responsible for the employee's medical practice.

Midwifery provides prenatal, intrapartum, postpartum, newborn, and interconceptional care. "Interconceptional care" includes, but is not limited to, the following: gynecologic, family planning, perimenopause, and postmenopausal care. Additional services include screening for cancer of the breast and reproductive tract and screening for and management of minor infections of the reproductive organs. Certified Nurse Midwives (CNMs) are APPs and practice in accordance with the Core Competencies for Basic Midwifery Practice, the Standards for the Practice of Midwifery, the Philosophy of the American College of Nurse-Midwives (ACNM), and the Code of Ethics promulgated by the ACNM. In addition, an APP may also function under the direction of non-medical personnel, i.e., nursing or administration while performing non-medical acts.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

This list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

98% Clinical

- Performs appropriate assessments of patients in a culturally appropriate and sensitive manner.
- Maintains client privacy and confidentially following all HIPAA requirements.
- Follows all OSHA regulations, infection control, bloodborne pathogens, and exposure policies.
- Reviews and validates all nursing assessments, ensures a thorough patient history, and completes the appropriate physical examination.
- Follows the established best practices protocols to diagnose, treat, and manage acute and chronic illnesses.
- Follows the guidelines and program policies outlined in the Agreement Addendum for

child health, maternal health, family planning, immunizations, communicable diseases, and sexually transmitted diseases visits.
- Evaluate health outcomes and diagnostic testing, as well as make appropriate referrals to specialists in consultation with the client, if warranted.
- Consult with supervising physician and fellow health care providers when referring to appropriate specialists as indicated and per protocol.
- Manages client visits to include follow-up and makes decisions that affect the total care of the client.
- Provide services in a cost-effective manner for the patient and department.
- Prescribes, performs and reviews the results of the appropriate diagnostic, therapeutic procedures, and consultations provided by outside providers.
- Completely documents all elements of the visit in the patient's electronic health record, including the appropriate diagnosis codes, procedure codes, treatments, medications, patient education, plan of care, and billing within the established timeline for documentation per policy.
- Provides patient education and resources on medical issues to assist in the promotion and maintenance of their health and prevention of illness and disability.
- Prescribes and documents all medications in accordance with the approved formulary.
- Maintains registry in the NC Controlled Substance system and views data in the system prior to prescribing controlled substances.
- May dispense medications, including samples, following the Board of Pharmacy rules for labeling medications.
- Provides health care in compliance with a patient's insurance plan, including Medicaid and Medicare requirements, assuring the required preauthorization of medications and procedures as indicated; obtaining ABN (Advance Beneficiaries notice for Medicare), and referrals.
- Serves as an educational leader and consultant for agency staff, community, and students regarding public health issues.
- Participates as part of the health department's team to provide outreach to the community to increase the community's knowledge of available services, and provide education on health promotion and prevention.
- Reports communicable diseases/infections to the department's communicable disease nurse, CDC, and NC DHHS per protocol.
- Maintains current license to practice per NCBON and NCMB as applicable, including obtaining the required continuing education requirements as part of employment.
- Maintains a current DEA license.
- Initiates and maintains a collaborative practice agreement with the current Health Department's Medical Director (only PAs and NPs).

MARGINAL FUNCTIONS

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

2% Other Duties
- Participates in shelter duty and other activities relating to the Department's emergency response plan and other disaster relief efforts.
- Serves as a team member during outreach projects such as flu vaccine season and disease

outbreaks.
- Performs any other duties and responsibilities as directed.

MINIMUM TRAINING AND EXPERIENCE

- Physician Assistant
  - Must be approved to practice medical acts by the North Carolina Medical Board;
  - Meet the North Carolina Administrative Code 21 NCAC 32S .0202-.0220; and
  - One year of experience as an APP.
- Nurse Practitioner
  - Must be approved to practice medical acts by the North Carolina Board of Nursing and the North Carolina Medical Board.
  - Meet the North Carolina Administrative Code 21 NCAC 32M .0101-.0116 of the North Carolina Medical Board and The North Carolina Board of Nursing 21 NCAC 36 .800-.814; and
  - One year of experience as an APP.
- Certified Nurse Midwife
  - Must be approved to practice medical acts by the North Carolina Board of Nursing and the North Carolina Medical Board;
  - Meet the North Carolina Administrative Code 21 NCAC 33 .0101-.0118 of Midwifery Joint Committee; and
  - One year of experience as an APP.

Note: CNMs may practice independently after 24 months and 4,000 hours of practice pursuant to approval by the joint subcommittee of the North Carolina Medical Board and the Board of Nursing created pursuant to G.S. 90-10A. A formal, written agreement is required between a collaborating provider and a CNM with less than 24 months and 4,000 hours of practice as a CNM to provide consultation and collaborative assistance or guidance. A collaborating provider is defined as a physician licensed to practice obstetrics and gynecology for a minimum of four years and has a minimum of 8,000 hours of practice and who is or has engaged in the practice of obstetrics or a Certified Nurse Midwife who has been approved to practice midwifery under this Article for a minimum of four years and 8,000 hours.

ADDITIONAL TRAINING/EXPERIENCE DESIRED

- Public Health nursing experience preferred

SPECIAL REQUIREMENTS

- Valid NC Driver's license
- Reliable means of transportation
- Certified in basic CPR life support

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data and or information. Includes the ability to perform subsequent actions in relation to this information and use discretion in determining data indications and interactions. Requires the ability to examine patients and detect abnormalities. Ability to interpret and maintain accurate records, code patient encounters, maintain patient confidentiality, complete all information necessary to evaluate and plan care, and convey this to the physician.
Human Interaction: Requires the ability to provide guidance, assistance, and/or interpretation to others on how to apply procedures and standards to specific situations. Includes the ability to maintain credibility in the community, to deal tactfully and courteously with the general public and fellow employees, and to be culturally sensitive. Work

involves considerable interaction with families, children, and provider agencies. Requires the ability to plan, supervise, coordinate, and evaluate staff and services. Requires the ability to present effective presentations to providers and community agencies.

Equipment, Machinery, Tools, and Materials Utilization: Requires a thorough knowledge of health appraisal tools, laboratory tests, medical findings, and therapy procedures as they relate to the area of work. Requires the ability to use, operate, and /or handle specialized instruments required in the nursing profession, as well as standard office equipment. Examples include blood pressure cuffs, stethoscopes, syringes, microscopes, biohazard containers, ophthalmoscopes, otoscopes, fetoscopes, doppler, scales, hearing tests, measuring tapes, other physical assessment tools, computers, telephones, copiers, fax, and TV.

Verbal Aptitude: Requires the ability to utilize a wide variety of descriptive data and information, such as programmatic guidelines, Standing Orders, record documentation, client/family statements. Must possess knowledge of Nurse Practice Acts. Requires thorough knowledge of techniques of interviewing, medical and relevant history taking, principles and practices of general medicine and disease states as they relate to the area of work.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division, including calculating dosages, administering medications/injections, computation of growth and development, and completing required time and expense reports.

Functional Reasoning: Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic, or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives. Must be highly organized, possess problem-solving skills, and be able to work independently. Requires knowledge and ability to plan a regimen of care based on assessment and findings.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness, and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable. Specifically, one must be cognizant of signs of child abuse and neglect and of appropriate intervention. Ability to teach and counsel individuals, families, and groups in the areas of health maintenance, preventative medicine, and care of the sick. Requires a thorough knowledge and ability to plan a regime of care based on assessment and findings. Requires knowledge of available resources and appropriate referral methods.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but may involve some lifting, carrying, pushing, and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies, equipment, and children. Tasks may involve extended periods of time standing, stooping, and stretching.

Manipulative Skills: Work may require extended periods of repetitive motions that include lifting, fingering, typing, grasping, flipping, handling records, papers, and supplies for such tasks as using blood pressure cuffs, stethoscopes, syringes, biohazard containers, ophthalmoscopes, otoscopes, scales, measuring tapes, hearing kits, and operating standard office equipment. Also includes the ability to apply pressure with fingers and palms in performing such tasks as giving injections.

Sensory Requirements: Requires visual perception and discrimination for reading scales, blood pressure cuffs, clinic machines, computer screens, and medical records. Must be able to give immunizations and intradermal, intramuscular, and subcutaneous injections, and interpret TB skin tests. Must be able to observe clients and the environment for problems. All tasks require oral and written communication ability.

Mental Skills: Shall be able to work with minimal supervision. Must be able to follow oral and written instructions and explain instructions to clients.

Environmental Factors: Subject to the inside environment, protected from weather, but not necessarily from temperature changes. Not substantially exposed to adverse environmental conditions (such as in typical office work). Also, may be exposed to cleaning chemicals at times, such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable diseases. Must be able to assess the situation and determine the correct protective equipment. Shall follow established infection control and blood pathogen policy. Shall use extreme caution and follow written procedures when performing duties that could lead to patient injury or exposure. Will report and/or follow-up reports of unsafe work practices.

PERFORMANCE INDICATORS

The work performance of non-supervisory personnel of Duplin County is routinely evaluated according to the performance criteria outlined herein:

Knowledge of Work: Considerable knowledge of the methods, procedures, and policies of the Duplin County Health Department, NC Medical Board, NC Nursing Board, and NC Midwifery Joint Committee as they pertain to the

performance of the essential duties of this position. Considerable knowledge of the practice and principles of public health, preventive measures, and community resources. Knowledge of state and federal guidelines for recommended and acceptable prenatal, child health, and adult health practices. Working knowledge of the laws, ordinances, standards, and regulations pertaining to the essential duties and responsibilities of this position. Working knowledge of the organization of the department and of related departments and agencies. Clearly understands the occupational hazards and safety precautions required to perform the essential functions of the work. Working knowledge of terminology and related professional languages used within the department as they pertain to work responsibilities. Ability to maintain cooperative and effective relationships with intra- and interdepartmental personnel, as well as any external entities with whom the position interacts.

Quality of Work: Maintains high standards of accuracy in performing duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom the position interacts.

Quality of Work: Performs described Essential Functions and related assignments efficiently and effectively in a manner to produce a quantity of work that consistently meets established standards and expectations.

Dependability: Assumes responsibility for the completion of assigned functions. Completes assigned work within established deadlines in accordance with directives, policies, standards, and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human, and conceptual areas.

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides sufficient notice to the Supervisor with respect to vacation time and leave requests.

Initiative and Enthusiasm: Exhibits an enthusiastic, self-reliant, and self-starting approach to meeting job responsibilities and accountabilities. Strives to anticipate work to be accomplished, and initiates appropriate and acceptable action for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in the identification of alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of effort. Seeks expert or experienced advice where appropriate, and researches issues, situations, and alternatives prior to exercising judgment.

Cooperation: Accepts supervisory and managerial instruction and direction and strives to meet the goals and objectives of the same. Questions such as instruction and direction when clarification of results or consequences is justified, i.e., poor communication, variance with established policies and procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation both intra- and interdepartmentally.

Relationships with Others: Share knowledge with managers, supervisors, and co-workers for mutual benefit. Contributes to maintaining high morale among all employees. Develops and maintains cooperative and courteous relationships both intra- and interdepartmentally and with external entities with whom the position interacts. Tactfully and effectively handles requests, suggestions, and complaints in order to establish and maintain goodwill. Emphasizes the importance of maintaining a positive image.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimate the expected time of completion for work elements and establish a personal schedule accordingly. Attends required meetings, planning sessions, and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all established safety and housekeeping standards to include regulatory entities. Ensures such standards are not violated.

_____ _____

Employee's Signature Supervisor's Signature

_____ _____

Date Date

Duplin County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Duplin County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Division of Public Health
Agreement Addendum
FY 25-26

Duplin County Health Department **Local Health Department Legal Name**	Epidemiology / Communicable Disease Branch **DPH Section / Branch Name**
510 General Communicable Disease Control **Activity Number and Description**	Vanessa Gailor 919-546-1658 vanessa.gailor@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2025 – 05/31/2026 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2025 – 06/30/2026 **Payment Period**	

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

I. Background:

As of August 1, 2025, this Agreement Addendum Revision #1 ***adds the following four paragraphs****:*

To help better control, detect, and monitor communicable diseases, the North Carolina State Laboratory of Public Health (NCSLPH) is implementing a new system: the Electronic Test Ordering and Results (ETOR) system.

Currently, local health departments send thousands of paper test requisition forms to the NCSLPH each week, which results in thousands of paper results being sent back. This manual process is time-consuming and inefficient for everyone. To significantly reduce paper and streamline operations, the NCSLPH is phasing in the implementation of the ETOR system.

The local health departments' part in the onboarding process will be during the Bidirectional Interface Project. Local health departments will be phased into this process and notified of their timeline by the project manager at the NCSLPH. This project will connect each local health departments' Electronic Health Record (EHR) system directly with the NCSLPH Laboratory Information Management System (LIMS) through the North Carolina Health Information Exchange (NCHIEA).

This new bidirectional interface will allow every local health department to place lab test orders with NCSLPH electronically (i.e., paperless) and to receive lab test results automatically back into the local health department's EHR system via the NCHIEA. This change will make test ordering and receipt of results much more efficient, benefiting all local health departments across North Carolina.

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. Dec2024

II. Purpose:

This Agreement Addendum Revision #1 provides additional funding to enable the Local Health Department (LHD) to implement the Electronic Test Ordering and Results (ETOR) system by participating in the Bidirectional Interface Project.

III. Scope of Work and Deliverables:

As of August 1, 2025, this Agreement Addendum Revision #1 ***adds Paragraph 9****, as follows:*

9. Implement the Electronic Test Ordering and Results (ETOR) system for NCSLPH test orders and results viewing per the onboarding schedule to be sent by the NCSLPH to each local health department. The ETOR system enables local health departments to place electronic laboratory test orders via their Electronic Health Record and Electronic Medical Record (EHR) vendors' systems and view laboratory test results via their EHR vendors' systems. This implementation includes:
   a. Attending weekly ETOR system status meetings held by NCSLPH staff, during the LHD's Onboarding Phase. Each LHD's Onboarding Phase will run between one to four weeks. Each status meeting will include a review and distribution of the program schedule. The project is planned and tracked by the ETOR Project Manager at the NCSLPH through planning software; NCSLPH will create additional reports from this software to share with the LHD at each meeting.
   b. Working with its EHR vendor to finalize the EHR onboarding document for ETOR within the LHD, no later than the date indicated on the program schedule.
   c. Participating in ETOR system interface/integration design meetings as needed during the ETOR system requirements, design, and testing phases.
   d. Participating in User Acceptance Testing (UAT) of the integrated ETOR system, which includes executing UAT Test Cases.
   e. Participating in Operational Readiness Testing (ORT) of the integrated ETOR system
   f. Participating in the phased training for ETOR within the LHD, as scheduled. One set of training sessions will occur prior to the UAT cycles; and a final set will be provided prior to operational go-live.

IV. Performance Measures / Reporting Requirements:

As of August 1, 2025, this Agreement Addendum Revision #1 ***adds Paragraphs 9 and 10****, as follows:*

9. **Performance Measure #8**: During the Onboarding Phase for the ETOR system, the local health department will submit weekly progress reports via Jira, a software application that will be used for this reporting phase. (Before this phase begins, the ETOR Project Manager will provide training on Jira.) The ETOR Project Manager will contact each local health department to confirm the start date of the onboarding phase.

   Reporting Requirements: Provide weekly progress reports to the ETOR Project Manager via Jira during the Onboarding Phase.

10. **Performance Measure #9**: During the UAT Testing Phase, local health departments will execute UAT Test Cases per the program schedule, attend weekly review meetings and provide weekly reporting. The program schedule is distributed weekly and is reviewed during each weekly ETOR system status meeting.

Reporting Requirements: Provide weekly reporting during the UAT Testing Phase to the NCSLPH project manager and attend weekly meetings.

V. Performance Monitoring and Quality Assurance:

As of August 1, 2025, this Agreement Addendum Revision #1 ***adds Paragraph 4****, as follows:*

4. Each week, the NCSLPH staff will review the LHD's Onboarding Phase weekly progress reports and provide feedback, as needed. The NCSLPH staff will also provide feedback and technical assistance, as needed, to the LHD about the LHD's UAT and Operational Readiness Test (ORT) test case development and execution.

VI. Funding Guidelines or Restrictions:

No change.

FY26 - FAS federal award supplement

Activity Nbr + Name: **510** **General Communicable Disease Control**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.323** Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Is award R&D?: no FAIN: **NU50CK000530** IDC rate: n/a Fed awd total amt: $ 5,269,422

Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

Fed awd date + awarding agency: 10-17-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 6,000	$ 6,000	Jackson	X7YWWY6ZP574	$ 6,000	$ 6,000
Albemarle	WAAVS51PNMK3	$ 6,000	$ 6,000	Johnston	SYGAGEFDHYR7	$ 6,000	$ 6,000
Alexander	XVEEJSNY7UX9	$ 6,000	$ 6,000	Jones	HE3NNNUE27M7	$ 6,000	$ 6,000
Anson	PK8UYTSNJCC3	$ 6,000	$ 6,000	Lee	F6A8UC99JWJ5	$ 6,000	$ 6,000
Appalachian	CD7BFHB8W539	$ 6,000	$ 6,000	Lenoir	QKUFL37VPGH6	$ 6,000	$ 6,000
Beaufort	RN1SXFD4LXN6	$ 6,000	$ 6,000	Lincoln	UGGQGSSKBGJ5	$ 6,000	$ 6,000
Bladen	TLCTJWDJH1H9	$ 6,000	$ 6,000	Macon	LLPJBC6N2LL3	$ 6,000	$ 6,000
Brunswick	MJBMXLN9NJT5	$ 6,000	$ 6,000	Madison	YQ96F8BJYTJ9	$ 6,000	$ 6,000
Buncombe	W5TCDKMLHE69	$ 6,000	$ 6,000	MTW	ZKK5GNRNBBY6	$ 6,000	$ 6,000
Burke	KVJHUFURQDM5	$ 6,000	$ 6,000	Mecklenburg	EZ15XL6BMM68	$ 6,000	$ 6,000
Cabarrus	RXDXNEJKJFU7	$ 6,000	$ 6,000	Montgomery	E78ZAJM3BFL3	$ 6,000	$ 6,000
Caldwell	HL4FGNJNGE97	$ 6,000	$ 6,000	Moore	HFNSK95FS7Z8	$ 6,000	$ 6,000
Carteret	UC6WJ2MQMJS8	$ 6,000	$ 6,000	Nash	NF58K566HQM7	$ 6,000	$ 6,000
Caswell	JDJ7Y7CGYC86	$ 6,000	$ 6,000	New Hanover	F7TLT2GMEJE1	$ 6,000	$ 6,000
Catawba	GYUNA9W1NFM1	$ 6,000	$ 6,000	Northampton	CRA2KCAL8BA4	$ 6,000	$ 6,000
Chatham	KE57QE2GV5F1	$ 6,000	$ 6,000	Onslow	EGE7NBXW5JS6	$ 6,000	$ 6,000
Cherokee	DCEGK6HA11M5	$ 6,000	$ 6,000	Orange	GFFMCW9XDA53	$ 6,000	$ 6,000
Clay	HYKLQVNWLXK7	$ 6,000	$ 6,000	Pamlico	FT59QFEAU344	$ 6,000	$ 6,000
Cleveland	UWMUYMPVL483	$ 6,000	$ 6,000	Pender	T11BE678U9P5	$ 6,000	$ 6,000
Columbus	V1UAJ4L87WQ7	$ 6,000	$ 6,000	Person	FQ8LFJGMABJ4	$ 6,000	$ 6,000
Craven	LTZ2U8LZQ214	$ 6,000	$ 6,000	Pitt	VZNPMCLFT5R6	$ 6,000	$ 6,000
Cumberland	HALND8WJ3GW4	$ 6,000	$ 6,000	Polk	QZ6BZPGLX4Y9	$ 6,000	$ 6,000
Dare	ELV6JGB11QK6	$ 6,000	$ 6,000	Randolph	T3BUM1CVS9N5	$ 6,000	$ 6,000
Davidson	C9P5MDJC7KY7	$ 6,000	$ 6,000	Richmond	Q63FZNTJM3M4	$ 6,000	$ 6,000
Davie	L8WBGLHZV239	$ 6,000	$ 6,000	Robeson	LKBEJQFLAAK5	$ 6,000	$ 6,000
Duplin	KZN4GK5262K3	$ 6,000	$ 6,000	Rockingham	KGCCCHJJZZ43	$ 6,000	$ 6,000
Durham	LJ5BA6U2HLM7	$ 6,000	$ 6,000	Rowan	GCB7UCV96NW6	$ 6,000	$ 6,000
Edgecombe	MAN4LX44AD17	$ 6,000	$ 6,000	Sampson	WRT9CSK1KJY5	$ 6,000	$ 6,000
Foothills	NGTEF2MQ8LL4	$ 6,000	$ 6,000	Scotland	FNVTCUQGCHM5	$ 6,000	$ 6,000
Forsyth	V6BGVQ67YPY5	$ 6,000	$ 6,000	Stanly	U86MZUYPL7C5	$ 6,000	$ 6,000
Franklin	FFKTRQCNN143	$ 6,000	$ 6,000	Stokes	W41TRA3NUNS1	$ 6,000	$ 6,000
Gaston	QKY9R8A8D5J6	$ 6,000	$ 6,000	Surry	FMWCTM24C9J8	$ 6,000	$ 6,000
Graham	L8MAVKQJTYN7	$ 6,000	$ 6,000	Swain	TAE3M92L4QR4	$ 6,000	$ 6,000
Granv-Vance	MGQJKK22EJB3	$ 6,000	$ 6,000	Toe River	JUA6GAUQ9UM1	$ 6,000	$ 6,000
Greene	VCU5LD71N9U3	$ 6,000	$ 6,000	Transylvania	YLN4BFCJCP39	$ 6,000	$ 6,000
Guilford	YBEQWGFJPMJ3	$ 6,000	$ 6,000	Union	LHMKBD4AGRJ5	$ 6,000	$ 6,000
Halifax	MRL8MYNJJ3Y5	$ 6,000	$ 6,000	Wake	FTJ2WJPLWMJ3	$ 6,000	$ 6,000
Harnett	JBDCD9V41BX7	$ 6,000	$ 6,000	Warren	TLNAU5CNHSU5	$ 6,000	$ 6,000
Haywood	DQHZEVAV95G5	$ 6,000	$ 6,000	Wayne	DACFHCLQKMS1	$ 6,000	$ 6,000
Henderson	TG5AR81JLFQ5	$ 6,000	$ 6,000	Wilkes	M14KKHY2NNR3	$ 6,000	$ 6,000
Hoke	C1GWSADARX51	$ 6,000	$ 6,000	Wilson	ME2DJHMYWG55	$ 6,000	$ 6,000
Hyde	T2RSYN36NN64	$ 6,000	$ 6,000	Yadkin	PLCDT7JFA8B1	$ 6,000	$ 6,000
Iredell	XTNRLKJLA4S9	$ 6,000	$ 6,000	Yancey	L98MCUHKC2J8	$ 6,000	$ 6,000

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331 DPH v1 05-30-24 [ag]

Activity 510 Service Period Payment Period		AA	131303 2B0884A 20G0097001 08/01-05/31 09/01-06/30	Total Allocated	131304 2B14510 2000000000 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	1	6,000	$0.00	0	$3,708.00	6,000	9,708
D1 Albemarle	*	1	6,000	$0.00	0	$37,232.00	6,000	43,232
02 Alexander	*	1	6,000	$0.00	0	$10,112.00	6,000	16,112
04 Anson	*	1	6,000	$0.00	0	$5,876.00	6,000	11,876
D2 Appalachian	*	1	6,000	$0.00	0	$23,233.00	6,000	29,233
07 Beaufort	*	1	6,000	$0.00	0	$2,684.00	6,000	8,684
09 Bladen	*	1	6,000	$0.00	0	$2,147.00	6,000	8,147
10 Brunswick	*	1	6,000	$0.00	0	$13,292.00	6,000	19,292
11 Buncombe	*	1	6,000	$0.00	0	$7,807.00	6,000	13,807
12 Burke	*	1	6,000	$0.00	0	$1,610.00	6,000	7,610
13 Cabarrus	*	1	6,000	$0.00	0	$10,734.00	6,000	16,734
14 Caldwell	*	1	6,000	$0.00	0	$10,246.00	6,000	16,246
16 Carteret	*	1	6,000	$0.00	0	$1,756.00	6,000	7,756
17 Caswell	*	1	6,000	$0.00	0	$10,911.00	6,000	16,911
18 Catawba	*	1	6,000	$0.00	0	$8,197.00	6,000	14,197
19 Chatham	*	1	6,000	$0.00	0	$1,610.00	6,000	7,610
20 Cherokee	*	1	6,000	$0.00	0	$11,066.00	6,000	17,066
22 Clay	*	1	6,000	$0.00	0	$11,294.00	6,000	17,294
23 Cleveland	*	1	6,000	$0.00	0	$5,465.00	6,000	11,465
24 Columbus	*	1	6,000	$0.00	0	$3,415.00	6,000	9,415
25 Craven	*	1	6,000	$0.00	0	$6,343.00	6,000	12,343
26 Cumberland	*	1	6,000	$0.00	0	$25,762.00	6,000	31,762
28 Dare	*	1	6,000	$0.00	0	$927.00	6,000	6,927
29 Davidson	*	1	6,000	$0.00	0	$3,806.00	6,000	9,806
30 Davie	*	1	6,000	$0.00	0	$927.00	6,000	6,927
31 Duplin	*	1	6,000	$0.00	0	$4,440.00	6,000	10,440
32 Durham	*	1	6,000	$0.00	0	$21,517.00	6,000	27,517
33 Edgecombe	*	1	6,000	$0.00	0	$7,367.00	6,000	13,367
D7 Foothills	*	1	6,000	$0.00	0	$14,060.00	6,000	20,060
34 Forsyth	*	1	6,000	$0.00	0	$17,760.00	6,000	23,760
35 Franklin	*	1	6,000	$0.00	0	$4,342.00	6,000	10,342
36 Gaston	*	1	6,000	$0.00	0	$28,152.00	6,000	34,152
38 Graham	*	1	6,000	$0.00	0	$11,336.00	6,000	17,336
D3 Gran-Vance	*	1	6,000	$0.00	0	$4,147.00	6,000	10,147
40 Greene	*	1	6,000	$0.00	0	$10,623.00	6,000	16,623
41 Guilford	*	1	6,000	$0.00	0	$15,955.00	6,000	21,955
42 Halifax	*	1	6,000	$0.00	0	$2,293.00	6,000	8,293
43 Harnett	*	1	6,000	$0.00	0	$4,001.00	6,000	10,001
44 Haywood	*	1	6,000	$0.00	0	$11,423.00	6,000	17,423
45 Henderson	*	1	6,000	$0.00	0	$2,586.00	6,000	8,586
47 Hoke	*	1	6,000	$0.00	0	$3,652.00	6,000	9,652
48 Hyde	*	1	6,000	$0.00	0	$11,044.00	6,000	17,044
49 Iredell	*	1	6,000	$0.00	0	$5,757.00	6,000	11,757
50 Jackson	*	1	6,000	$0.00	0	$10,514.00	6,000	16,514
51 Johnston	*	1	6,000	$0.00	0	$3,757.00	6,000	9,757
52 Jones	*	1	6,000	$0.00	0	$9,778.00	6,000	15,778
53 Lee	*	1	6,000	$0.00	0	$3,464.00	6,000	9,464
54 Lenoir	*	1	6,000	$0.00	0	$7,270.00	6,000	13,270
55 Lincoln	*	1	6,000	$0.00	0	$12,488.00	6,000	18,488
56 Macon	*	1	6,000	$0.00	0	$10,678.00	6,000	16,678
57 Madison	*	1	6,000	$0.00	0	$10,783.00	6,000	16,783
D4 M-T-W	*	1	6,000	$0.00	0	$2,488.00	6,000	8,488
60 Mecklenburg	*	1	6,000	$0.00	0	$49,328.00	6,000	55,328
62 Montgomery	*	1	6,000	$0.00	0	$11,139.00	6,000	17,139
63 Moore	*	1	6,000	$0.00	0	$2,732.00	6,000	8,732
64 Nash	*	1	6,000	$0.00	0	$4,196.00	6,000	10,196
65 New Hanover	*	1	6,000	$0.00	0	$7,904.00	6,000	13,904
66 Northampton	*	1	6,000	$0.00	0	$2,440.00	6,000	8,440
67 Onslow	*	1	6,000	$0.00	0	$11,954.00	6,000	17,954
68 Orange	*	1	6,000	$0.00	0	$3,708.00	6,000	9,708
69 Pamlico	*	1	6,000	$0.00	0	$10,077.00	6,000	16,077
71 Pender	*	1	6,000	$0.00	0	$9,999.00	6,000	15,999
73 Person	*	1	6,000	$0.00	0	$4,398.00	6,000	10,398
74 Pitt	*	1	6,000	$0.00	0	$71,006.00	6,000	77,006
75 Polk	*	1	6,000	$0.00	0	$7,029.00	6,000	13,029
76 Randolph	*	1	6,000	$0.00	0	$4,928.00	6,000	10,928
77 Richmond	*	1	6,000	$0.00	0	$2,000.00	6,000	8,000
78 Robeson	*	1	6,000	$0.00	0	$5,172.00	6,000	11,172
79 Rockingham	*	1	6,000	$0.00	0	$4,098.00	6,000	10,098
80 Rowan	*	1	6,000	$0.00	0	$11,271.00	6,000	17,271
82 Sampson	*	1	6,000	$0.00	0	$3,659.00	6,000	9,659
83 Scotland	*	1	6,000	$0.00	0	$7,855.00	6,000	13,855
84 Stanly	*	1	6,000	$0.00	0	$2,732.00	6,000	8,732
85 Stokes	*	1	6,000	$0.00	0	$11,000.00	6,000	17,000
86 Surry	*	1	6,000	$0.00	0	$2,391.00	6,000	8,391
87 Swain	*	1	6,000	$0.00	0	$10,535.00	6,000	16,535
D6 Toe River	*	1	6,000	$0.00	0	$21,132.00	6,000	27,132
88 Transylvania	*	1	6,000	$0.00	0	$10,656.00	6,000	16,656
90 Union	*	1	6,000	$0.00	0	$7,416.00	6,000	13,416
92 Wake	*	1	6,000	$0.00	0	$52,158.00	6,000	58,158
93 Warren	*	1	6,000	$0.00	0	$9,592.00	6,000	15,592
96 Wayne	*	1	6,000	$0.00	0	$8,587.00	6,000	14,587
97 Wilkes	*	1	6,000	$0.00	0	$2,293.00	6,000	8,293
98 Wilson	*	1	6,000	$0.00	0	$8,294.00	6,000	14,294
99 Yadkin	*	1	6,000	$0.00	0	$11,307.00	6,000	17,307
00 Yancey	*	1	6,000	$0.00	0	$12,140.00	6,000	18,140
Totals			516,000	0	0	876,961	516,000	1,392,961

Sign and Date - DPH Program Administrator		Sign and Date - DPH Section Chief	
Christopher M Kippes	07/24/25	Mac Kemer 07/24/25	
Sign and Date - DPH Budget Office – ATC Coordinator		**Sign and Date - DPH Budget Officer**	
Suzy Hoffman	7/24/2025	S. Rosell	7/25/25

BA # _____ Duplin County
Budget Amendment

Department Title: Health
Department Head's Signature: Tracey Simmons - Kornegay / 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:
new money received from the State for Communicable Disease - see attached Agreement Addenda

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5113-35120	Communicable Disease	6,000.00	5113-41990	Professional Services	6,000.00
Total		6,000.00	Total		6,000.00

Finance Signature _____
Date Approved: _____

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

7/30/2025

Division of Public Health
Agreement Addendum
FY 25-26

Duplin County Health Department
Local Health Department Legal Name

Local and Community Support Section
DPH Section / Branch Name

117 Public Health Infrastructure: Local Workforce Development
Activity Number and Description

Douglas Urland, (919) 604-6230
Doug.Urland@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2025 – 05/31/2026
Service Period

DPH Program Signature **Date**
(only required for a negotiable Agreement Addendum)

07/01/2025 – 06/30/2026
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

The pandemic emphasized the critical importance of a robust public health system. Public health departments need to continue their response work, apply lessons learned, and prepare for future public health emergencies. The pandemic accentuated long-standing weaknesses and created new challenges to the public health infrastructure. This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

The Foundational Public Health Services (FPHS) framework was developed in 2013 to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community. These foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury. In addition to these foundational services, public health departments provide local protections and services unique to their community's needs.

Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health services, functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community. The Foundational Capabilities include: 1) Assessment & Surveillance, 2) Community

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.

Partnership Development, 3) Equity, 4) Organizational Competencies, 5) Policy Development & Support, 6) Accountability & Performance Management, 7) Emergency Preparedness & Response, and 8) Communications.[1]

II. Purpose:

This funding is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. This funding supports the foundational capabilities and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The scope of workforce investment to support these foundational capabilities is wide and includes hiring, retaining, supporting, and training the workforce.

Short-term outcomes include increased hiring, training, and improvement in operational processes. Long-term outcomes include increasing the size of the public health workforce equipped with stronger foundational capabilities in order to better serve and protect the health of communities.

Funding is distributed to each individual local health department based on county population, social vulnerability, and equity indices and is to be used to invest in one or more of the five CDC-stated program areas.

III. Scope of Work and Deliverables:

To ensure local public health is prepared and capable to respond to the community's health needs and emerging health threats, the Local Health Department (LHD) shall invest in workforce and resources to meet the foundational services areas and needs of their communities. The LHD is encouraged to utilize the North Carolina Institute for Public Health's LHD Regional Foundational Capabilities Gap Analysis reports to inform its workforce investment activities. Regional Foundational Capabilities Gap Analysis reports are available in the Smartsheet dashboard for this activity.[2]

1. The LHD shall invest in one or more of these five **CDC-stated program areas**:
   a. **Recruit and hire new public health staff**, such as expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
   b. **Retain public health staff**, such as by providing retention bonuses, creating opportunities for promotion and transitioning staff to other hiring mechanisms.
   c. **Support and sustain public health staff**, such as creating or strengthening workplace well-being and resilience programs, and creating or expanding workforce engagement.
   d. **Train new and existing public health staff**, such as creating and expanding professional development opportunities.
   e. **Strengthen public health workforce planning, systems, processes, and policies**, such as maintaining and upgrading human resources systems, creating or improving workforce data collection, and creating or revising policies to facilitate workforce development and management.
2. The LHD shall participate in an annual assessment conducted no later than March 31, 2026 by the North Carolina Institute of Public Health to evaluate progress in addressing Foundational Capabilities.

[1] https://phnci.org/uploads/resource-files/FPHS-Factsheet-2022.pdf
[2] https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

IV. Performance Measures / Reporting Requirements:

1. In each quarterly Performance Report, the LHD shall indicate in which of the five CDC-stated program areas funds were invested and information about the LHD's investment efforts including:
   a. Number and type of positions hired
   b. Number and type of retention efforts
   c. Number and type of staff support programs
   d. Number and type of training opportunities
   e. Number and type of workforce systems improvements
2. The LHD shall complete the following reports via the Smartsheet dashboard.[3] All of the due dates for these reports are posted on the Smartsheet dashboard.
   a. **Monthly Financial Reports**: The monthly financial report will report on the prior month to document expenditures. The first financial report is for June 2025 and is due by July 24, 2025.
   b. **Quarterly Performance Reports:** The quarterly performance reports will report on the service quarters and by the deadlines as indicated below:

Service Quarter	Report Submission Deadline
June – August 2025	September 19, 2025
September – November 2025	December 19, 2025
December 2025 – February 2026	March 20, 2026
March – May 2026	June 19, 2026

3. **Reporting Required Subcontract Information**
   In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

   This information is not to be returned with the signed Agreement Addendum (AA) but is to be provided to DPH when the entities are known by the LHD.

   a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
      1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.
      2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

   The following information must be submitted via Smartsheet for review prior to the entity being awarded a contract or agreement from the LHD:
   - Organization or Individual's Name (if an individual, include the person's title)
   - EIN or Tax ID

[3] https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

V. Performance Monitoring and Quality Assurance:

The Local and Community Support Section's LHD Liaison will monitor the LHD's performance by reviewing the financial reports monthly and the performance reports quarterly, as received from the LHD through Smartsheet.

If the LHD is deemed out of compliance with deliverables, the program staff shall provide technical assistance to support the LHD in meeting the deliverables.

As contracted for by the Division of Public Health (DPH), the North Carolina Institute of Public Health will conduct an annual foundational capabilities assessment of the LHD. The assessment results will be presented to the DPH Public Health Infrastructure leadership and to each LHD participating in the assessment.

VI. Funding Guidelines or Restrictions:

1. **Federal Funding Requirements**: where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).
   a. Requirements for Pass-through Entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.
      1. Definition: A FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
      2. Frequency: An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
   b. Required Reporting Certifications: Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

      "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

2. Terms and Conditions for COVID funding: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to:
   a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19
   b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
   c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
3. Funds may be used for reasonable program purposes including personnel, travel, supplies, and services.
4. Unallowable costs:
   a. Research
   b. Clinical care
   c. Generally, the LHD may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified and prior written approval must be obtained by the DPH Program Contact.
   d. Publicity, propaganda, and lobbying:
      1. Other than for normal and recognized executive-legislative relationships, no funds maybe used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
      2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      3. See Additional Requirement-12 (AR-12)[4] for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

[4] https://www.cdc.gov/grants/additional-requirements/ar-12.html

FY26 - FAS federal award supplement

Activity Nbr + Name: **117** **PH Infractructure: Local Workforce Development**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.967** CDC's Collaboration with Academia to Strengthen Public Health

Is award R&D?: no FAIN: **NE11OE000015** IDC rate: n/a Fed awd total amt: $ 18,221,039

Fed award project description: Strengthening North Carolina's Public Health Infrastructure, Workforce, and Data Systems

Fed awd date + awarding agency: 03-28-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 492,493	$ 492,493	Jackson	X7YWWY6ZP574	$ -	$ -
Albemarle	WAAVS51PNMK3	$ 563,035	$ 563,035	Johnston	SYGAGEFDHYR7	$ 476,049	$ 476,049
Alexander	XVEEJSNY7UX9	$ 149,035	$ 149,035	Jones	HE3NNNUE27M7	$ 111,547	$ 111,547
Anson	PK8UYTSNJCC3	$ -	$ -	Lee	F6A8UC99JWJ5	$ 47,156	$ 47,156
Appalachian	CD7BFHB8W539	$ 152,480	$ 152,480	Lenoir	QKUFL37VPGH6	$ 263,467	$ 263,467
Beaufort	RN1SXFD4LXN6	$ 154,501	$ 154,501	Lincoln	UGGQGSSKBGJ5	$ 227,415	$ 227,415
Bladen	TLCTJWDJH1H9	$ 126,801	$ 126,801	Macon	LLPJBC6N2LL3	$ 77,987	$ 77,987
Brunswick	MJBMXLN9NJT5	$ 410,434	$ 410,434	Madison	YQ96F8BJYTJ9	$ -	$ -
Buncombe	W5TCDKMLHE69	$ 435,903	$ 435,903	MTW	ZKK5GNRNBBY6	$ -	$ -
Burke	KVJHUFURQDM5	$ 145,315	$ 145,315	Mecklenburg	EZ15XL6BMM68	$ -	$ -
Cabarrus	RXDXNEJKJFU7	$ -	$ -	Montgomery	E78ZAJM3BFL3	$ 36,244	$ 36,244
Caldwell	HL4FGNJNGE97	$ 80,462	$ 80,462	Moore	HFNSK95FS7Z8	$ 230,133	$ 230,133
Carteret	UC6WJ2MQMJS8	$ 111,353	$ 111,353	Nash	NF58K566HQM7	$ 320,561	$ 320,561
Caswell	JDJ7Y7CGYC86	$ 111,724	$ 111,724	New Hanover	F7TLT2GMEJE1	$ 499,728	$ 499,728
Catawba	GYUNA9W1NFM1	$ 342,356	$ 342,356	Northampton	CRA2KCAL8BA4	$ 16,935	$ 16,935
Chatham	KE57QE2GV5F1	$ 216,608	$ 216,608	Onslow	EGE7NBXW5JS6	$ 520,602	$ 520,602
Cherokee	DCEGK6HA11M5	$ -	$ -	Orange	GFFMCW9XDA53	$ 258,460	$ 258,460
Clay	HYKLQVNWLXK7	$ -	$ -	Pamlico	FT59QFEAU344	$ 12,333	$ 12,333
Cleveland	UWMUYMPVL483	$ 143,020	$ 143,020	Pender	T11BE678U9P5	$ 200,818	$ 200,818
Columbus	V1UAJ4L87WQ7	$ 30,931	$ 30,931	Person	FQ8LFJGMABJ4	$ 179,166	$ 179,166
Craven	LTZ2U8LZQ214	$ 100,000	$ 100,000	Pitt	VZNPMCLFT5R6	$ 449,210	$ 449,210
Cumberland	HALND8WJ3GW4	$ 512,649	$ 512,649	Polk	QZ6BZPGLX4Y9	$ 67,768	$ 67,768
Dare	ELV6JGB11QK6	$ -	$ -	Randolph	T3BUM1CVS9N5	$ 442,224	$ 442,224
Davidson	C9P5MDJC7KY7	$ 477,625	$ 477,625	Richmond	Q63FZNTJM3M4	$ 142,337	$ 142,337
Davie	L8WBGLHZV239	$ 105,987	$ 105,987	Robeson	LKBEJQFLAAK5	$ 148,488	$ 148,488
Duplin	KZN4GK5262K3	$ 242,823	$ 242,823	Rockingham	KGCCCHJJZZ43	$ 253,185	$ 253,185
Durham	LJ5BA6U2HLM7	$ 802,450	$ 802,450	Rowan	GCB7UCV96NW6	$ 430,037	$ 430,037
Edgecombe	MAN4LX44AD17	$ 93,173	$ 93,173	Sampson	WRT9CSK1KJY5	$ 287,860	$ 287,860
Foothills	NGTEF2MQ8LL4	$ 13,781	$ 13,781	Scotland	FNVTCUQGCHM5	$ 207,301	$ 207,301
Forsyth	V6BGVQ67YPY5	$ 991,706	$ 991,706	Stanly	U86MZUYPL7C5	$ 205,073	$ 205,073
Franklin	FFKTRQCNN143	$ 202,606	$ 202,606	Stokes	W41TRA3NUNS1	$ -	$ -
Gaston	QKY9R8A8D5J6	$ 463,724	$ 463,724	Surry	FMWCTM24C9J8	$ 139,118	$ 139,118
Graham	L8MAVKQJTYN7	$ -	$ -	Swain	TAE3M92L4QR4	$ -	$ -
Granv-Vance	MGQJKK22EJB3	$ 354,247	$ 354,247	Toe River	JUA6GAUQ9UM1	$ -	$ -
Greene	VCU5LD71N9U3	$ 163,283	$ 163,283	Transylvania	YLN4BFCJCP39	$ 86,538	$ 86,538
Guilford	YBEQWGFJPMJ3	$ 1,095,067	$ 1,095,067	Union	LHMKBD4AGRJ5	$ 568,902	$ 568,902
Halifax	MRL8MYNJJ3Y5	$ 65,996	$ 65,996	Wake	FTJ2WJPLWMJ3	$ -	$ -
Harnett	JBDCD9V41BX7	$ 100,242	$ 100,242	Warren	TLNAU5CNHSU5	$ 157,034	$ 157,034
Haywood	DQHZEVAV95G5	$ 147,580	$ 147,580	Wayne	DACFHCLQKMS1	$ 94,334	$ 94,334
Henderson	TG5AR81JLFQ5	$ 330,054	$ 330,054	Wilkes	M14KKHY2NNR3	$ 226,328	$ 226,328
Hoke	C1GWSADARX51	$ 202,059	$ 202,059	Wilson	ME2DJHMYWG55	$ 335,419	$ 335,419
Hyde	T2RSYN36NN64	$ 92,251	$ 92,251	Yadkin	PLCDT7JFA8B1	$ 116,133	$ 116,133
Iredell	XTNRLKJLA4S9	$ 161,395	$ 161,395	Yancey	L98MCUHKC2J8	$ -	$ -

UEI = Unique Entity Identifier

Docusign Envelope ID: DD69AF3D-3AF8-45AE-B2A9-E84811904482

DPH-Aid-To-Counties **For Fiscal Year: 25/26** **Budgetary Estimate Number : 0**

Activity 117 Service Period Payment Period		AA	131204 2B0SGLH 20G0216001 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	492,493	$0.00	492,493	492,493
D1 Albemarle	*	0	563,035	$0.00	563,035	563,035
02 Alexander	*	0	149,035	$0.00	149,035	149,035
04 Anson			0	$0.00	0	0
D2 Appalachian	*	0	152,480	$0.00	152,480	152,480
07 Beaufort	*	0	154,501	$0.00	154,501	154,501
09 Bladen	*	0	126,801	$0.00	126,801	126,801
10 Brunswick	*	0	410,434	$0.00	410,434	410,434
11 Buncombe	*	0	435,903	$0.00	435,903	435,903
12 Burke	*	0	145,315	$0.00	145,315	145,315
13 Cabarrus			0	$0.00	0	0
14 Caldwell	*	0	80,462	$0.00	80,462	80,462
16 Carteret	*	0	111,353	$0.00	111,353	111,353
17 Caswell	*	0	111,724	$0.00	111,724	111,724
18 Catawba	*	0	342,356	$0.00	342,356	342,356
19 Chatham	*	0	216,608	$0.00	216,608	216,608
20 Cherokee			0	$0.00	0	0
22 Clay			0	$0.00	0	0
23 Cleveland	*	0	143,020	$0.00	143,020	143,020
24 Columbus	*	0	30,931	$0.00	30,931	30,931
25 Craven	*	0	100,000	$0.00	100,000	100,000
26 Cumberland	*	0	512,649	$0.00	512,649	512,649
28 Dare			0	$0.00	0	0
29 Davidson	*	0	477,625	$0.00	477,625	477,625
30 Davie	*	0	105,987	$0.00	105,987	105,987
31 Duplin	*	0	242,823	$0.00	242,823	242,823
32 Durham	*	0	802,450	$0.00	802,450	802,450
33 Edgecombe	*	0	93,173	$0.00	93,173	93,173
D7 Foothills	*	0	13,781	$0.00	13,781	13,781
34 Forsyth	*	0	991,706	$0.00	991,706	991,706
35 Franklin	*	0	202,606	$0.00	202,606	202,606
36 Gaston	*	0	463,724	$0.00	463,724	463,724
38 Graham			0	$0.00	0	0
D3 Gran-Vance	*	0	354,247	$0.00	354,247	354,247
40 Greene	*	0	163,283	$0.00	163,283	163,283
41 Guilford	*	0	1,095,067	$0.00	1,095,067	1,095,067
42 Halifax	*	0	65,996	$0.00	65,996	65,996
43 Harnett	*	0	100,242	$0.00	100,242	100,242
44 Haywood	*	0	147,580	$0.00	147,580	147,580
45 Henderson	*	0	330,054	$0.00	330,054	330,054
47 Hoke	*	0	202,059	$0.00	202,059	202,059
48 Hyde	*	0	92,251	$0.00	92,251	92,251
49 Iredell	*	0	161,395	$0.00	161,395	161,395
50 Jackson			0	$0.00	0	0

51 Johnston	*	0	476,049	$0.00	476,049	476,049
52 Jones	*	0	111,547	$0.00	111,547	111,547
53 Lee	*	0	47,156	$0.00	47,156	47,156
54 Lenoir	*	0	263,467	$0.00	263,467	263,467
55 Lincoln	*	0	227,415	$0.00	227,415	227,415
56 Macon	*	0	77,987	$0.00	77,987	77,987
57 Madison			0	$0.00	0	0
D4 M-T-W			0	$0.00	0	0
60 Mecklenburg			0	$0.00	0	0
62 Montgomery	*	0	36,244	$0.00	36,244	36,244
63 Moore	*	0	230,133	$0.00	230,133	230,133
64 Nash	*	0	320,561	$0.00	320,561	320,561
65 New Hanover	*	0	499,728	$0.00	499,728	499,728
66 Northampton	*	0	16,935	$0.00	16,935	16,935
67 Onslow	*	0	520,602	$0.00	520,602	520,602
68 Orange	*	0	258,460	$0.00	258,460	258,460
69 Pamlico	*	0	12,333	$0.00	12,333	12,333
71 Pender	*	0	200,818	$0.00	200,818	200,818
73 Person	*	0	179,166	$0.00	179,166	179,166
74 Pitt	*	0	449,210	$0.00	449,210	449,210
75 Polk	*	0	67,768	$0.00	67,768	67,768
76 Randolph	*	0	442,224	$0.00	442,224	442,224
77 Richmond	*	0	142,337	$0.00	142,337	142,337
78 Robeson	*	0	148,488	$0.00	148,488	148,488
79 Rockingham	*	0	253,185	$0.00	253,185	253,185
80 Rowan	*	0	430,037	$0.00	430,037	430,037
82 Sampson	*	0	287,860	$0.00	287,860	287,860
83 Scotland	*	0	207,301	$0.00	207,301	207,301
84 Stanly	*	0	205,073	$0.00	205,073	205,073
85 Stokes			0	$0.00	0	0
86 Surry	*	0	139,118	$0.00	139,118	139,118
87 Swain			0	$0.00	0	0
D6 Toe River			0	$0.00	0	0
88 Transylvania	*	0	86,538	$0.00	86,538	86,538
90 Union	*	0	568,902	$0.00	568,902	568,902
92 Wake			0	$0.00	0	0
93 Warren	*	0	157,034	$0.00	157,034	157,034
96 Wayne	*	0	94,334	$0.00	94,334	94,334
97 Wilkes	*	0	226,328	$0.00	226,328	226,328
98 Wilson	*	0	335,419	$0.00	335,419	335,419
99 Yadkin	*	0	116,133	$0.00	116,133	116,133
00 Yancey			0	$0.00	0	0
Totals			18,221,039	0	18,221,039	18,221,039

Sign and Date - DPH Program Administrator Douglas W. Urland 07/01/25 | 3:28 PM EDT	Sign and Date - DPH Section Chief 07/02/25 | 7:54 AM EDT
Sign and Date - DPH Budget Office – ATC Coordinator 7/2/2025	Sign and Date - DPH Budget Officer 7/8/2025

BA # _____

Duplin County
Budget Amendment

Department Title: Health
Department Head's Signature: Tracey Simmons - Kornegay / 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:
new money received from the State for Local Workforce Development - See attached Agreement Addenda

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5190-35191	Local Workforce Development	242,823.00	5190-40121	Salaries	22,150.00
			5190-40181	Social Security	1,850.00
			5190-40182	Retirement	2,600.00
			5190-40183	Hospital Insurance	3,900.00
			5190-40184	Life Insurance	10.00
			5190-41990	Professional Services	1,000.00
			5190-42600	Office Supplies	10.00
			5190-42980	Program Supplies	10.00
			5190-43110	Travel	15.00
			5190-43911	Advertising	211,278.00
Total		242,823.00	Total		242,823.00

Finance Signature
Date Approved: _____

Manager Signature
Date Approved: _____

Commisioner Approval
Date Approved: _____

7/30/2025

BA # _____

Duplin County
Budget Amendment

Department Title: Library
Department Head's Signature: Laura Jones
(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:
Our Library has been awarded the designation of Passport Acceptance Agency. 5 staff have been trained to ser

Revenue code	Line Item Description	Amount	Expense code	Line Item Description
6110-36136	Passport		6110-45501	Passport Expenses
Total		0.00	Total	

Finance Signature _____
Date Approved: _____

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

UNITED STATES PASSPORT FEES

Payment Instructions: The application fee is paid directly to the Department of State (DoS). The Execution/Acceptance fee is paid directly to the Acceptance Facility. Two separate payments are required.

Passport Cards: Passport cards are not valid for international air travel. Valid only for travel by land and by sea to Canada, Mexico, Bermuda, and the Caribbean.

ADULT APPLICANTS (16 Years and Older)

What are you applying for?	Use Form	Application Fee	Execution/Acceptance Fee
First-time Adult Passport Book	DS-11	$130	$35
First-time Adult Passport Card*	DS-11	$30	$35
First-time Adult Passport Book & Card	DS-11	$160	$35
Adult Passport Card	DS-82	$30	No charge

ADULT RENEWALS (16 Years and Older)

What are you applying for?	Use Form	Application Fee
Adult Passport Book	DS-82	$130
Adult Passport Card*	DS-82	$30
Adult Passport Book & Card	DS-82	$160

ALL MINOR APPLICANTS (Under 16)

What are you applying for?	Use Form	Application Fee	Execution/Acceptance Fee
Minor Passport Book	DS-11	$100	$35
Minor Passport Card*	DS-11	$15	$35
Minor Passport Book & Card	DS-11	$115	$35

OPTIONAL FEES (Paid to the U.S. Department of State)

Optional Fee Type	Optional Fee Description	Fee Amount
Expedite Fee	Paid per application, in addition to required fees. Provides faster processing than routine service. Please see application Processing Times.	$60
1-2 Day Delivery	Paid per application for 1–2-day delivery of an issued passport book from the Department of State to the customer. Only applies to mailing addresses within the United States. Not valid for passport cards.	$21.36
File Search Fee	A file search is necessary when an applicant is unable to present evidence of U.S. citizenship or verification of a previously issued U.S. Passport or Consular Report of Birth Abroad. Applicant must submit Form DS-11 and a written request for a file search.	$150

Submitting incorrect passport fees could delay the processing of your application. For more information regarding passport application fees, please visit **travel.state.gov/passportfees** or call 1-877-487-2778, TDD/TTY: 1-888-874-7793.

Updated June 2024

DUPLIN COUNTY
NORTH CAROLINA

Passport Fees Detail

The Passport Services Department of the library will bring revenue from passport application fee ($35 per person) and photo fee ($15 per person).

Expedited fees as listed on the attached form will be paid directly to the Department of State or the US Postal Services as required.

Our library will receive a maximum total revenue of $50 for each person who has an application processed and photo taken.
Application $35 Photo $15

All processed applications will be mailed in on a daily basis for up to 7 applications per mailer $11. The cost* for this postage is covered by the application fees.

**As we will not know how many applications are processed on any given day, it is not possible to determine what the portion would be for each application.*
Packets have to be mailed on a daily basis – they are not held until the mailer is at max capacity.
The flat rate of $11 will be covered by the fees collected.

Respectfully,

Laura C Jones

DUPLIN COUNTY
NORTH CAROLINA

Expenses to date for Library Passport Services

- $548.95 - Camera and Printer kit
- $31.96 - 4 packs of address labels
- $28.46 - gel pens/black ink pens
- $25.34 - color coded folders
- $109.99 – locking file cabinet for passport materials
- $42.40 – passport official seal

TOTAL: $787.10

These items were required to set up our library to provide passport services as outlined by the Department of State.

These items were allocated to Office Supplies 6110-42600.

This expense will be allocated to 6110-45501 when the Revenue (6110-36136) account has funds to cover it.

Respectfully,

Laura C Jones

NORTH CAROLINA

ASSIGNMENT OF CONTRACT AND AMENDMENT

DUPLIN COUNTY

THIS ASSSIGNMENT OF CONTRACT AND AMENDMENT (the "Assignment") is made effective the 1 day of August 2025, by and between Nelson Baker d/b/a Baker's Lawn Care and the Estate of Nelson Baker (both hereinafter generally referred to as "Assignor"), Baker's Lawn Care and Maintenance, LLC ("Assignee"), and the County of Duplin, a political subdivision of the State of North Carolina ("County").

W I T N E S S E T H :

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights and obligations arising under a Contract Agreement for biweekly mowing, weed-eating, and trimming as entered between Assignor and Duplin effective the ___ day of February 2025, inclusive of any amendments and addenda thereto, if any (the "Contract"). The Contract is attached hereto as Attachment 1 and incorporated herein by reference.

WHERAS, County joins in the execution of this Assignment to consent to the same.

NOW, THEREFORE, in consideration of the mutual promises provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor, Assignee and County hereby covenant and agree as follows:

1. Death of Assignor. Subsequent to the Contract being entered, Nelson Baker passed away. This Agreement is therefore being executed by the Estate of Nelson Baker and the term "Assignor" is deemed to include all representatives, heirs, assigns, and beneficiaries of both the estate and the entity known as Baker's Lawn Care.

2. Assignment and Assumption of Contract. Assignor hereby bargains, sells, transfers, conveys and assigns unto Assignee, its successors and assigns all of Assignor's rights, benefits, and interests under the Contract. Assignee hereby assumes from Assignor all of Assignor's rights, benefits, and interests under the Contract.

3. County Consent. Duplin hereby consents to the Assignment described herein.

4. Amendment to Compensation. In exchange for Assignee agreeing to perform services under the Contract on a weekly basis, rather than bi-weekly, during the months of August, September, and October 2025, the parties hereby agree that Assignee's monthly compensation for that period shall increase to NINE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS AND FORTY-FOUR CENTS ($9,594.44). For all other months on the current Contract term, Assignee's monthly compensation shall remain FOUR THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS AND TWENTY-TWO CENTS ($4,797.22).

5. Indemnification and Hold Harmless. It is hereby agreed that Assignor shall indemnify and hold Assignee harmless for any liability arising under the Contract at any time prior to the effective date of assignment as set forth above. It is further agreed that Assignee shall indemnify and hold Assignor harmless for any liability arising under the Contract at any time subsequent to the effective date of assignment as set forth above. Finally, it is agreed that Assignor and Assignee shall be jointly responsible for indemnifying and holding Duplin harmless from and against any losses or expenses – direct, indirect, or consequential – related to any dispute between them arising out of this assignment. The indemnification requirements as set forth in the Contract shall remain in full force and effect and shall survive termination of the Contract.

6. All Other Contract Terms Remain Valid. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Assignment and Amendment. In the event there is a conflict between the Original Agreement and this Assignment and Amendment, this Assignment and Amendment shall control.

7. Governing Law. This Assignment and Amendment shall be construed in accordance with and governed by the laws of the State of North Carolina and any legal action brought hereunder shall be filed in the General Courts of Justice in Duplin County, North Carolina.

8. Binding Effect. The obligations of the parties hereto shall be binding upon each of them and their respective successors, heirs, legal representatives and permitted assigns.

IN WITNESS WHEREOF, the day and year first above written.

ASSIGNOR:

Nelson Baker d/b/a Baker's Lawn Care

By: Brian Baker

Brian Baker, Owner
[Print Name] [Title]

Estate of Nelson Baker

By: Brian Baker

Brian Baker, Owner
[Print Name] [Title]

ASSIGNEE:

Baker's Lawn Care and Maintenance, LLC

By: Brian Baker

Brian Baker, Owner
[Print Name] [Title]

HEREBY CONSENTED TO BY DUPLIN COUNTY:

DUPLIN COUNTY

By: Dexter Edwards

Printed Name: Dexter Edwards

Title: Chairman

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

Duplin County Finance Officer

State of North Carolina

County of Duplin

To: Gary M. Rose, Duplin County Tax Collector

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Duplin County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Duplin, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal this 4th day of August, 2025.

Dexter Edwards (Seal)

Chairman, Board of Commissioners of Duplin County

Attest:

Jaime W. Carr

Clerk of Board of Commissioners of Duplin County

County of Duplin

Office of the County Commissioners

RESOLUTION
ACCEPTING FUNDING OFFER
LEAD SERVICE LINE INVENTORY PROGRAM
SRF-D-LSL-0104
DUPLIN COUNTY
AUGUST 4, 2025

WHEREAS, the Bipartisan Infrastructure Law (BIL) of 2021 and North Carolina General Statute (NCGS) 159G have authorized the making of loans to aid eligible, drinking-water system owners in financing the cost of inventorying and replacing lead service lines; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund - Lead Service Line Replacement (DWSRF-LSLR) loan in the amount of $823,190.00 to conduct the Lead Service Line Inventory Project hereafter referred to as the "Project"; and

WHEREAS, Duplin County intends to conduct said project in accordance with a scope of work that was approved by the North Carolina Division of Water Infrastructure.

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

That Duplin County does hereby accept the DWSRF-LSLR loan offer in the amount of $823,190.00; and

That Duplin County does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's Funding offer, awarded in the form of $82,319.00 Repayable Loan and $740,871.00 Principal Forgiveness; and

That Bryan Miller, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure in connection with the application; and

That Duplin County has complied substantially or will comply substantially with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

Adopted this the 4th day of August 2025 in Duplin County, North Carolina.

ATTEST:

Peter B. Edwards, Chairman
Duplin County Board of Commissioners

Jaime W. Carr
Clerk to the Board

DUPLIN COUNTY NORTH CAROLINA 1750

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STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Duplin County
PO Box 910
Kenansville, NC 28349

Project Number: SRF-D-LSL-0104

Assistance Listing Number: 66.468
Unique Entity ID Number: KZN4GK5262K3

Funding Program

		Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	☒			
Stormwater	☐			
Wastewater	☐			
BIL-DWSRF-LSLR Fund - Repayable Loan	☒			$82,319
BIL-DWSRF-LSLR Fund - Principal Forgiveness	☒			$740,871
State Reserve Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)	☐			
American Rescue Plan Act - Choose an item.	☐			

Project Description:

2024 Lead Service Line Inventory Project

Total Financial Assistance Offer:	**$823,190**
Total Project Cost:	**$823,190**
Estimated Closing Fee:**	**$16,464**
For Loans	
Interest Rate:	**0%**
Maximum Loan Term:	**5 years**

** Federal conditions and requirements will also apply to S.L 2023-134 projects co-funded with federal funds.*
*** Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by: Shadi Eskaf
Signature

7/9/2025
Date

On Behalf of: Duplin County
Name of Representative in Resolution: Bryan Miller
Title (Type or Print): County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature

8/4/2025
Date

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APPLICABLE STANDARD CONDITIONS*
Project Applicant: Duplin County **Project Number: SRF-D-LSL-0104**

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.

2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report (ER) review process. Projects that do not involve construction (e.g., inventory only) are not required to prepare an ER/EID.

3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.

4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for sub agreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.

5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.

6. The construction contract requires the contractor to adhere to Davis-Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148. Projects that do not involve construction (e.g., inventory only) are generally not subject to Davis-Bacon; however, special circumstances may trigger Davis-Bacon requirements.

7. Projects funded through the BIL DWSRF-LSLR funds are required to comply with the Federal Build America, Buy America Act (BABAA). BABAA requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. Projects that do not involve construction (e.g., inventory only) are not subject to BABAA.

    a. If your project qualifies for a BABAA waiver, American Iron & Steel (AIS) provisions will apply instead, as required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV. The State provides detailed requirements to be included in the construction contract specifications. Projects that do not involve construction (e.g., inventory only) are not subject to AIS.

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8. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

9. Payment of the sums specified herein are subject to and contingent upon the availability, allocation, and appropriation of funds to the Department of Environmental Quality by the State or Federal government.

**Note: Condition 1 does not require anything to be submitted. Details on all of these conditions can be found in the EPA Cross-Cutter handbook.*

ASSURANCES
Project Applicant: Duplin County **Project Number: SRF-D-LSL-0104**

1. The Applicant intends to complete the project in accordance with the application for financial assistance approved by the Division. The Applicant acknowledges that in the event a milestone contained in the most recent BIL DWSRF-LSLR Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality may rescind this Funding Offer.

2. The Applicant is responsible for paying for the costs ineligible for BIL DWSRF-LSLR funding.

3. All aspects of the project, including the letting of contracts in connection therewith, conform to the applicable requirements of State and local laws and ordinances.

4. The Applicant will provide and maintain adequate engineering supervision and inspection.

5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the course of the project and these records will be retained and made available for a period of at least three years following completion of the project.

6. All BIL DWSRF-LSLR funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.

7. The Applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

8. **The Applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.**

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Duplin County

Project Number: SRF-D-LSL-0104

☐ Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☑ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

(Bryan Miller, County Manager)

(Signature of Authorized Representative)

8/4/2025
(Date)

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to the Division via email at DEQ.DWI.FundingOffer@deq.nc.gov.

RECIPIENT: Duplin County

PROJECT NUMBER: SRF-D-LSL-0104

FEDERAL IDENTIFICATION NUMBER: 55-6001277

UNIQUE ENTITY ID: P56FGG81PP17

Docusign Envelope ID: CF2F7359-BA7E-444D-B482-1A6A1A509D3E

JOSH STEIN
Governor
D. REID WILSON
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

July 8, 2025

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

SUBJECT: Lead Service Line Replacement Program
Funding Offer
Duplin County
2024 Lead Service Line Inventory Project
Project No.: SRF-D-LSL-0104

Dear Mr. Edwards

Duplin County has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the items below via Laserfiche at the following link: https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form.

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain a copy for your files.**

2. A resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. A sample of a suggested format is enclosed.

3. The Federal Identification Number and Unique Entity ID Number of the Recipient (UEID required for federally funded projects)

4. Sales-Tax Certification (form enclosed)

5. One copy of the executed Engineering Services Agreement (if applicable)

Please note that closing costs for the current loan are 2% of the total loan amount, which is $16,464. Please use the attached invoice to remit payment.

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Disbursement requests are to be submitted via the DWI EBS System Log-in located at https://www.ebs.nc.gov/logon/index.html. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience. The link to the online portal and a list of frequently asked questions can also be accessed from the Division's *I Have Funding* webpage at https://www.deq.nc.gov/construction-disbursement-funds.

Please note that disbursement of loan funds is contingent upon debt approval by the Local Government Commission (LGC). You may coordinate debt approval directly with the LGC by e-mail at srf@nctreasurer.com.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Allen Baker either by telephone at 910-796-7399 or by e-mail at allen.baker@deq.nc.gov.

Sincerely,

DocuSigned by:
Shadi Eskaf
6300A87207784C5...

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document
Assurances & Conditions
Federal ID and UEID Number Request Memo
Resolution to Accept Funding Offer (suggested format)
Sales-Tax Certification Form
Disbursement Request Form
Site Certification
Closing Fee Invoice

cc: Joseph McKemey, P.E., McDavid Associates, Inc. (jwm2@mcdavid-inc.com)
David Giachini, P.E. (Via DocuSign)
Mark Hubbard, P.E. (Via DocuSign)
Jeannine Press (Via DocuSign)
Anita Spencer (Via DocuSign)
DEQ.DWI.FundingOffer@deq.nc.gov

DWI Agreement ID: 2000077768 **(COM_LOX)**

Docusign Envelope ID: CF2F7359-BA7E-444D-B482-1A6A1A509D3E

Date: July 8, 2025

INVOICE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Payable to: NC/DEQ-DWI

Mail to: Attention: Business Office
Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Bill to: Dexter B. Edwards, Chairman, Board of Commissioners
Duplin County
P.O. Box 910
Kenansville, NC 28349

Item: 2% Closing Fee for SRF **Project No. SRF-D-LSL-0104**

Funding Amount:	$ 823,190
Closing Fee Amount:	$ 16,464
AMOUNT DUE:	**$ 16,464**

***PAYMENT IS DUE BEFORE PAY REQUEST SUBMITTAL ***

FOR USE OF DIVISION OF WATER INFRASTRUCTURE

Deposit to Fund _____ Amount Paid _____

10

Duke Energy
525 S. Tryon St.
Charlotte, NC 28202
Mail Code: DEP-21B

July 21, 2025

Duplin County
Attn: Carrie Shields
Bryan Miller
224 Seminary St
Kenansville, NC 28349

RE: Storm Staging Agreement – Duplin Event Center – 195 Fairgrounds Dr, Kenansville, NC

Dear Ms. Shields and Mr. Miller]:

This letter is in regard to our recent inquiry concerning the use of property owned by Duplin County for a storm staging area, ("Owner") hereby grants to Duke Energy Progress, LLC, and affiliated entities and agents (collectively, "Duke Energy") the right to enter and utilize the property identified on **Exhibit A**, attached hereto and incorporated herein by reference, located at or near [Physical Address] (the "Property") and all buildings and improvements thereon (the "Facilities") in support of electric power restoration resulting from storm damage to the Duke Energy electric transmission or distribution system.

This right of entry for operations is granted upon the following conditions:

1. Duke Energy may enter and use the Property and Facilities during the time that electric power restoration resulting from storm damage to the Duke Energy electric transmission or distribution system is being conducted.

2. Upon ten (10) days notification to Owner, Duke Energy may cancel this agreement. Upon ten (10) days notification to Duke Energy, Owner may cancel this agreement.

3. Duke Energy may use the Property and Facilities for activities associated with the restoration of electric services. The activities may include, but are not limited to the feeding of personnel; 24-hour vehicle parking; use of existing restroom facilities; delivery and storage of materials necessary to the effort; temporary housing of employees or agents of Duke Energy; installation of communications facilities and mobile offices; and the installation or use of new or additional temporary kitchen, laundry, and shower facilities.

4. Owner provides this Property to Duke Energy without compensation as support to the community for electric restorations efforts.

5. Duke Energy warrants and represents that no environmental contaminants or hazardous materials shall be knowingly brought upon or stored upon the Property.

6. Duke Energy shall indemnify and hold harmless Owner and its officers, directors, successors and assigns from and against all liability, loss, cost, claims or expense (including reasonable attorneys' fees) incurred as a result of the acts of Duke Energy employees and agents during Duke Energy's use of the Property and Facilities during the term of this Agreement and that result in death, personal injury, or physical damage to Owner's property.

7. Duke Energy agrees to immediately repair or replace any pavement or light poles that are damaged by truck parking or other activities conducted on the Property by Duke Energy or its agents.

8. Duke Energy agrees to maintain the premises in a clean and safe manner at all time.

9. Duke Energy shall take responsibility for all theft or vandalism that may occur on the Property.

10. Duke Energy requests and has been granted permission to install a phone line pedestal at a mutually agreed location at Duke Energy's expense.

Owner:

Duplin County

By: Dexter Edwards
Name: Dexter Edwards
Title: Chairman

Date: 8/4/2025

ContactPerson: Bryan Miller
Phone Number: 336-514-3806
EmailAddress: bryan.Miller@duplinnc.gov
Address: 224 Seminary St.
Kenansville NC 28349

Duke Energy:

Duke Energy Progress LLC

By:_____
Name: Paula Gourley,
Title: Real Estate Manager, II

Date: _____

Contact Person: Kevin Lee
Phone Number: 919-524-7261
Email Address: kevin.lee@duke-energy.com
Address: 525 S. Tryon St. DEP-21B
Charlotte, NC 28202

EXHIBIT A



This collective effort started out because your County Employees need a lobbyist. Someone to keep their "ear to the ground", if you will. Many of them are faced with poor working conditions, hostile environments, low wages, cover-ups, contention, and retaliation for using their voice.

In my attempts to gather information to advocate for them, what I uncovered is reprehensible at best. But I'm not talking about golf tonight because I only have three minutes and the employees in the trenches don't care about tee times. Something I need you to understand is that I didn't originally come with fire, I came with a flashlight because man is it dark!

I trust you gentlemen understand that "We the People" are legally entitled to transparency under state and federal law. I want you to know, the information I have asked for, on behalf of several hundred others, has been met with nothing but resistance, which is unacceptable to say the least.

The reality is, if we were all paying better attention it would not take a Facebook hissy fit to implore people to participate. After the reevaluation riots you encouraged us to "stay informed". And I am certainly trying. One thing I did notice is that citizens are listed at top of the "County Organizational Chart"...so, that tells me that we are your bosses. And as your boss I hope these past few weeks have gotten your attention. We should not have to remind you that you are in those chairs to represent us. And we should not have to demand to be seen or heard or believed when we come with truth.

To me, this has been a gloriously beautiful thing...I have never seen our community so united...and I recognize unity is what's going to move us forward here. I truly hope every admin and elected official in this room recognizes...we are not going away. We are not backing down, and the more you ignore us the louder we will get.

And for just your clarification I am not the drama, I'm the documentation.

Good evening, Mr. Chairman and fellow Commissioners,

My name is Madison Kornegay.

I'm 16 years old, a proud resident of Duplin County, a small business owner, and a taxpayer.

I have been making handmade jewelry since I was nine years old. Over the past several years, my business has grown through annual vendor events held across eastern North Carolina. Also, I now partner with 14 different retailers/boutiques as part of my wholesale business.

I come before you tonight with a deep concern regarding the recent decisions not to host the Duplin County Fair nor the North Carolina Muscadine Festival this year.

These events are more than just entertainment—they are vital opportunities for local families, entrepreneurs, and communities to come together and grow. Let's not forget the Blue, Brew, and 'Que festival that was also discontinued a few years ago.

You may not realize it, but the cancellation of just the fair and the Muscadine Festival will cost my small business at least $5,000 in lost revenue this year - please understand that my price range is from $5-20 dollars per item. That's a significant impact for a young entrepreneur like me—and I know I am not the only one affected.

In 2024, the Muscadine Festival hosted over 35 craft vendors, 20 wineries, and a wide range of food vendors — a clear reflection of its strong community draw.

While the Duplin County Fair featured 9 vendors along with food vendors, its smaller scale should not be viewed as a reason to cancel the event entirely. Every event has the potential to grow with the right planning, promotion, and community engagement. The fair holds value for both vendors and attendees and deserves a chance to continue building on that foundation.

I am also concerned about the long-term vision for Duplin County and how the Duplin Events Center—built using taxpayer dollars—is being used. I believe it should be a central place for all people, offering more than just concerts and rodeos with beer, nachos, and hot dogs.

So tonight, I respectfully challenge each of you, as elected officials, to make it a priority—starting tomorrow—to start planning our 2026 events that reflect the diversity and creativity of our county and support small businesses like mine. Because you say "its going to be worth the wait" but how do we know.

If additional support is needed to plan, organize, or expand vendor participation, I'm more than happy to help. Whether it's vendor recruitment or event strategy — I'd love to be part of the solution.

I will be back in January to check on your progress—because the people of Duplin County, all of us, deserve to be a priority.

Thank you for your time.

Date: August 4, 2025

To: Duplin County Board of Commissioner's

County Manager

From: M Marzella Morrisey, DSS Commissioner's Advisor Board Member

Reference: DSS Human Resource Hiring Process

Good evening, my name is Mary Marzella Morrisey. I was a Board Member for Department of Social Services (DSS) now currently serving as a DSS Advisor Board Member the Commissioner's for DSS. My career path with the IBM Corporation, the United States Department of the Navy for the Federal Government and the State of North Carolina has given me a broad insight on different hiring procedures.

As a board member, it is brought to our attention the large number of vacancies we have monthly. After reviewing our hiring procedure at DSS we can do a much better job if the hiring procedure is moved from the direction of the director responsibility to the County HR department and have the department superior's interview the applicant. If necessary we form a committee to change the staffing process to help retain our employment selection.

The objectives are:

1. Eliminate/reduce the large vacancies each month

2. Eliminate the workforce overload which create employee burnout over worked

3. The improved process will make for a better work environment

We all know and understand that a strong relationship in the workplace the Greater the retention due to the employee likes his/her work environment and feel respected.

If you chose to designate a committee to work with the County Manager, I would like to work with him on this but I am also aware of other qualified residents in the county who would like to serve on this committee.

Thank you

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

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: JD. Linda Farlow
   Address: 441 w. bleeker st
   City/State/Zip: Magnolia NC 28453
   Telephone: Work: 984-272-7094 Home:
2. MAIL DETERMINATON TO (if different than applicant information):
   Name:
   Address:
   City/State/Zip:
3. ROAD LOCATION: Township Magnolia Range
   DESCRIPTION: @ 441 N Bleeker St
4. PARCEL TAX-ID: 12-1868--
5. PROPOSED ROAD NAME: Hall Family Ln
   BACKUP NAME 1: Duplin
   BACKUP NAME 2: Preston
   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLI

PARCEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE and Ph
12-609--	Beverly Hall Beverly Hall 91
12-1868--	Preston Hall Preston Hall 910

The applicant hereby certifies that the signatures on this petition constitute the required amount

Fire Department Approval:

Signature: [signature]

Print or type name: Luis Arellano, Chief

Department Name: Magnolia VFD

Date: 7/7/2025

USPS Approval:

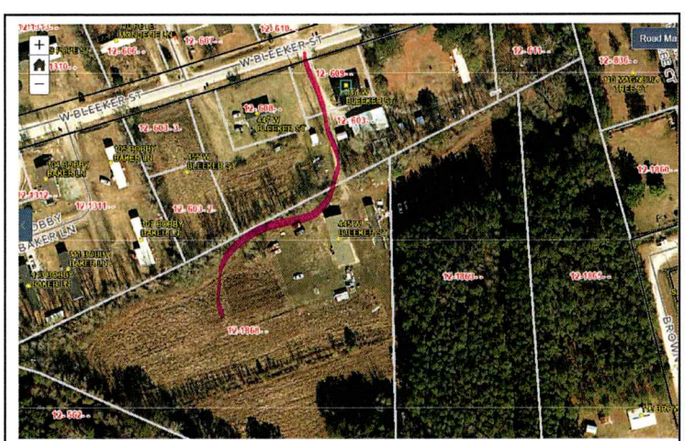
Signature: [signature]

Print or type name: Keith W. Krause

Department Name: Magnolia USPS

Date: 7/7/2025

Landowners, please know that if you use the 911 address assigned for your residence to receive mai 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



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-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

LOCAL SHARE CERTIFICATION FOR FUNDING

Duplin County
(Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	$ 267,095	$ 40,064 (15%)
5311 Operating (No State Match)	$ ____	$ ____ (50%)
5310 Operating (No State Match)	$ 40,000	$ 20,000 (50%)
Combined Capital	$ 114,915	$ 11,491 (10%)
Mobility Management	$ ____	$ ____ (10%)
5310 Capital Purchase of Service	$ ____	$ ____ (10%)
ConCPT	$ ____	$ ____ (50%)
Capital Cost of Contracting	$ ____	$ ____ (____%)
Travelers' Aid	$ ____	$ ____ (50%)
____	$ ____	$ ____ (____%)
____	$ ____	$ ____ (____%)
____	$ ____	$ ____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	$ 422,010 Total Funding Requests	$ 71,555 Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
Agency Purchase	5311	$ 40,064
Agency Purchase	5310 Operating	$ 20,000
Agency Purchase	Capital	$ 11,491
TOTAL		$ 71,555

**** Fare box revenue is not an applicable source for local share funding**

INTEGRATED MOBILITY DIVISION

UNIFIED GRANT APPLICATION

I, the undersigned representing *(Legal Name of Applicant)* **Duplin County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2027 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2026**, which has a period of performance of July 1, 2026 – June 30, 2027.

Dexter Edwards
Signature of Authorized Official

Dexter Edwards, Chairperson
Type Name and Title of Authorized Official

8/4/25
Date

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY27 RESOLUTION

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

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

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

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

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

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

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

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

WHEREAS, (*Legal Name of Applicant*) Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative

INTEGRATED MOBILITY DIVISION
UNIFIED GRANT APPLICATION

requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

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

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Chairperson of (Name of Applicant's Governing Body) D is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* Dexter Edwards (*Certifying Official's Title*) *Chairperson* do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Duplin County Board of County Commissioners duly held on the 4th day of August, 2025.

Dexter Edwards
Signature of Certifying Official

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

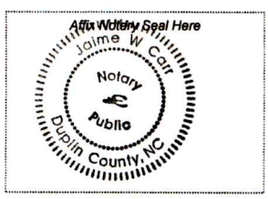
Seal Subscribed and sworn to me (date) 8/4/25

Jaime W. Carr
*Notary Public **

Jaime W. Carr 1899 Sarecta Rd
Printed Name and Address Pink Hill NC 28572

My commission expires (date) 4/28/25

Affix Notary Seal Here



INTEGRATED MOBILITY DIVISION

UNIFIED GRANT APPLICATION

PUBLIC HEARING RECORD

Important – A public hearing MUST be conducted whether or not requested by the Public.

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

APPLICANT: Duplin County

DATE: August 04, 2025

PLACE: Duplin County Commissioner's Meeting

TIME: 6:00pm

How many BOARD MEMBERS attended the public hearing? 5

How many members of the PUBLIC attended the public hearing? 70

Public Attendance Surveys

☐ *(Attached)*

☑ *(Offered at Public Hearing but none completed)*

I, the undersigned, representing *(Legal Name of Applicant)* **Duplin County** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☑ *(NO public comments)*

☐ *(Public Comments were made and meeting minutes will be submitted after board approval)*

The estimated date for board approval of meeting minutes is: September 2, 2025

Jaime W. Carr
Signature or Clerk to the Board

Jaime W. Carr, Clerk to the Board
Printed Name and Title

8/4/25
Date

DUPLIN COUNTY 1750 NORTH CAROLINA

FY27 PUBLIC HEARING RECORD
Last Updated: 02/11/2025

AMENDMENT REPORT

TO: Board of Commissioners

FROM: Planning

DATE: August 4, 2025

SUBJECT: Setbacks from certain agricultural uses

Amendment Proposal

Duplin County is requesting approval of a Text Amendment to the Duplin County Unified Development Ordinance. Specifically, the request is to amend Section 610, 612, 613, 614, 629, and Section 702 to allow for the creating of an addatioanl setback and update easement requirements.

Amendment Description

The proposed text amendment to the Duplin County Unified Development Ordinance seeks to clarify and alter setback requirements. The amendment seeks to creating a setback of 1,000 feet from any existing and operational poultry, dairy, or swine facility, including but not limited to chicken, turkey, milk, or hog houses. Existing residential dwellings or mobile home park located within 1,000 feet of any such facility will be considered legal non-conforming and may remain until the dwelling(s) are removed or destroyed. The proposed amendment will provide relief for agricultural uses that could be adversely effected by certain developments which are allowed to encroach into setbacks that certain agricultural uses are required to adhere to. Currently residential and Mobile Home Parks are not required to meet the same standards as agricultural uses thus causing issues with agricultural development and continued use. The amendment also updates easements concerns and further enforces easement width requirements.

Planning Board

The Duplin County Planning Board at its July 8th 2025 regular meeting voted unanimously (3-0) to approve the text amendment as presented and to be presented to the Duplin County Board of Commissioners.

Amendment

The following changes are proposed to the Unified Development Ordinance.

ARTICLE 6. SUBDIVISION REGULATIONS

SECTION 610: PRIVATE EASEMENT EXEMPTION

Divisions that qualify for this exemption shall follow procedural requirements for a Minor Subdivision. In order to qualify for this exemption, the following requirements must be met:

(A) All parcels created, and resultant portions of parcels, must abut a private ingress or egress easement and the easement must be a minimum width of 50 feet.

(B) The subdivision creates a maximum of three contiguous parcels.

(C) ~~The minimum area of all~~ All new parcels shall meet the minimum requirements of ~~be no less than 21,780 square feet (1/2 acre lots)~~ section 629 B (Lots) in area and have a minimum of 20 feet of frontage along the ingress and egress easement.

(D) It shall be noted on the plat that Duplin County is not responsible for maintenance of the easement and that the property owners who benefit from the easement are responsible for maintenance and upkeep. Documentation that supports this fact shall be submitted with the plat. Adequate documentation is an Easement Maintenance Agreement recorded with the Duplin County Register of Deeds.

(E) This division may only be used one time, and the resulting parcels may not be subdivided in this manner.

SECTION 612: TYPE A EXPEDITED MINOR SUBDIVISION

Per NCGS 160D-802, Duplin County will allow for expedited review for Type A expedited minor subdivisions if all requirements are met. Only a plat for recordation is required for these types of minor subdivisions if all criteria listed below is met. These types of divisions are reviewed administratively and approved by the UDO Administrator.

(A) The tract or parcel to be divided is not considered to be one of the five identified exemptions in Section 609 of this Article.

(B) No part of the tract or parcel to be divided has been divided under this subsection in the past 10 years.

(C) The entire area of the tract or parcel to be divided is greater than five (5) acres.

(D) After division, there shall be no more than three lots.

(E) After division, all resultant lots comply with all the following:

(1) Lots must meet the ~~lot size~~ requirements of Section 629 B (Lots) and all other applicable dimensional requirements set forth in this Article.

(2) A permanent means of ingress and egress is recorded for each lot with access easements being a minimum of fifty (50) feet in width. An Easement Maintenance agreement must be recorded with the Duplin County Register of Deeds.

SECTION 613: TYPE B EXPEDITED MINOR SUBDIVISION

The intent of this Type B Expedited review is to allow for administrative review and approval for subdivisions that meet all of the following requirements:

(A) The proposed division shall abut a state-maintained road.

(B) The proposed division shall create only five new parcels.

(C) The minimum dimensions of all resulting new parcels shall be no less than the minimum lots requirements as described in section 629 B (Lots) ~~in area~~ and shall have no less than 120 feet of road frontage abutting a state-maintained road.

(D) There shall be a minimum waiting period of 5 years before any further subdivision may take place upon lots that were subdivided or created in the initial Type B division.

SECTION 614: MINOR SUBDIVISIONS

A subdivision of land consisting of 10 or fewer lots with each meeting the minimum lot size as described in section 629 B (Lots) ~~lot being a minimum of 21,780 square feet (1/2-acre) and~~ having a minimum of 120' of frontage abutting on an existing state-maintained road. Minor subdivisions shall not include any new streets or road or utility extensions and may not conflict with any provision or portion of the Duplin County Land Use Plan. Minor Subdivisions not otherwise exempt require approval from the Duplin County Planning Board prior to recordation of a final plat.

SECTION 629: SUBDIVISION DESIGN

(B) Lots.

(7) At the time of division, no new residential dwelling, permanent or temporary, shall be established within 1,000 feet from any existing and operational poultry, dairy, or swine facility, including but not limited to chicken, turkey, milk, or hog houses. Existing residential dwellings located within 1,000 feet of any such facility will be considered legal non-conforming and may remain until the dwelling is removed or destroyed. The setback of 1,000 feet shall be shown and noted on the plat if a structure located on the property is within this setback area.

(C) Easements. Easements shall provide as follows:

Access Easements. Easements used for access that are legally created under the provisions of this Article shall be a minimum of fifty (50) feet wide, and contain no structure located within the easement. Structures shall observe the same setbacks from the edge of the boundary of the easement as described in section 629 (B).

ARTICLE 7. MANUFACTURED HOME AND TRAVEL TRAILER PARK ORDINANCE

SECTION 702: MANUFACTURED HOME PARK DESIGN STANDARDS

(B) General Requirements

(7) The separation requirement of this article is intended to protect property values, preserve the character and integrity of the County and to promote the health, safety, and welfare of County residents. To that end, no manufactured home park may be established or otherwise located within 1,000 feet in any direction from an existing mobile home park, travel trailer park, school, church, ~~or~~ residence, or operational poultry, dairy, or swine facility, to include but not be limited to chicken, turkey, milk, and hog houses. Previously established mobile home parks located within the 1,000 feet separation zone will be considered legal non-conforming and may remain until that mobile home park is removed.

SECTION 110: NONCONFORMITIES

Upon the effective date of this Ordinance, pre-existing lots, structures, and uses of lots or structures, which do not meet the requirements of this Ordinance, shall be considered as nonconforming and be allowed to legally exist and are to be considered pre-existing nonconformities. Lots, structures, and such uses that were a violation in previous Ordinances that are not considered to be compliant with these standards shall not be granted pre-existing nonconforming status as they were in violation under previous regulations and the adoption of this Ordinance is not the sole reason that they are now considered to be nonconforming. Pre-existing nonconformities are permitted to continue in existence provided that they are not altered or changed in a manner that is inconsistent with the provisions of this Ordinance.

SECTION 111: EFFECTIVE DATE

This Ordinance was originally adopted by the Duplin County Board of Commissioners and became effective on March 4, 2024.

The Ordinance was amended and adopted by the Duplin County Board of Commissioners and became effective on August 4, 2025.

Dexter B. Edwards, Chair

Jaime Carr, Clerk to the Board

DUPLIN COUNTY 1750 NORTH CAROLINA

Daniels & Daniels Construction Co
P.O. Box 10337
Goldsboro, NC 27532-0337
Ph : (919)778-4525

Change Request

To: Josh Raynor
County of Duplin
P.O. box 950
Permitting Office
Kenansville, NC 28349

Number: PCR 1
Date: 7/22/25
Job: 25-107 Duplin Airport Hangar
Phone:

Description: Contruction Phase Fees

We are pleased to offer the following specifications and pricing to make the following changes:
This change incorporates all of the remaining construction costs associated with this project.

Price reflects the GMP presented of $3,600,000 minus design fees of $244,648 and construction contract of $727,607.

Back up attached to this document.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
D&D Cost	Other				$2,627,745.00
	Other				
				Subtotal:	$2,627,745.00

Work performed by subcontractors:

Description	Subcontractor	Price
Back up attached.		
		Total: $2,627,745.00

If you have any questions, please contact me at (919)778-4525.

Submitted by: Justin Wright
Daniels & Daniels Const Co

Approved by:
Date: 8/4/25

Duplin County New Corporate Hangar GMP

Item Description	Unit	Total Units	Unit Price	Bids/Actual
General Requirements	SF	15000	$ 16.21	$ 243,195.00
Insurance	SF	15000	$ 0.19	$ 2,781.00
Misc Materials	SF	15000	$ 0.19	$ 2,784.00
Bond	SF	15000	$ 1.51	$ 22,691.00
Labor Burden	SF	15000	$ 3.33	$ 49,940.00
Design Fees	SF	15000	$ 16.31	$ 244,648.00
Sub Total Soft Costs	SF	15000	$ 37.74	***$ 566,039.00***
Temporary Fencing	SF	15000	$ 0.53	$ 8,000.00
PEMB Anchor Bolts	SF	15000	$ 0.23	$ 3,500
Casework	SF	15000	$ 1.33	$ 20,000
Caulking	SF	15000	$ 1.17	$ 17,500
Doors/Frames/Hardware	SF	15000	$ 2.05	$ 30,797
Storefront/Glass & Glazing	SF	15000	$ 4.04	$ 60,532
Metal Studs/Drywall	SF	15000	$ 4.81	$ 72,100
Acoustical Ceilings	SF	15000	$ 0.43	$ 6,400
Resinous Flooring	SF	15000	$ 2.44	$ 36,617
LVT/VCT/Carpet/Tile	SF	15000	$ 1.99	$ 29,830
Painting	SF	15000	$ 2.67	$ 40,000
Signage	SF	15000	$ 0.15	$ 2,250
Awnings / Canopies	SF	15000	$ 1.88	$ 28,266.00
Pre-Engineered Metal Building	SF	15000	$ 28.36	$ 425,370.00
Pre-Engineered Metal Building Erection	SF	15000	$ 11.85	$ 177,818.00
Plumbing	SF	15000	$ 9.71	$ 145,643.00
HVAC	SF	15000	$ 6.27	$ 93,989.00
Electrical	SF	15000	$ 19.53	$ 293,000.00
Surveying	SF	15000	$ 0.20	$ 3,000.00
Sitework & Utilities	SF	15000	$ 36.90	$ 553,550.00
Termite Treatment	SF	15000	$ 0.21	$ 3,125.00
Concrete	SF	15000	$ 17.01	$ 255,095.00
Overhead Doors	SF	15000	$ 1.54	$ 23,136.00
Hangar Door	SF	15000	$ 6.72	$ 100,850.00
Hangar Door Install	SF	15000	$ 3.31	$ 49,680.00
Owner Contingency	SF	15000	$ 6.67	$ 100,000.00
Wilson Group CA Fees	SF	15000	$ 1.00	$ 15,000.00
Contingency	SF	15000	$ 2.88	$ 43,182.00
Sub-Total	SF	15000	$ 175.88	***$ 2,638,230.03***
Home Office Overhead	SF	15000	$ 11.10	$ 166,500.00
Profit	SF	15000	$ 15.28	$ 229,231.00
Total	SF	15000	$ 240.00	**$3,600,000**

DUPLIN COUNTY AIRPORT
CONNECTOR TAXIWAY A3
CHANGE ORDER NUMBER ONE (1)
JULY 18, 2025

CONTRACTOR: S.T. Wooten Corporation
P.O. Box 2408
Wilson, NC 27894

WBS No.: 36244.20.17.3
and 36237.13.18.1
P&P Project No.: 1678

In accordance with Section 40 of the General Provisions, the Contract shall be changed as herein specified and it is hereby agreed by the undersigned that the Contract is changed as stated below. The attached pages addressing the changes in work are to be attached in the contract documents.

SUMMARY OF CHANGE

Changes included herein are reflected in the summary table(s) on the following page(s). These changes are a result of the construction material clarifications and substitutions, resulting in revised unit prices and quantities. This Change Order is being prepared to accompany the Construction Contract.

CONTRACT AMOUNT

	Original Bid
Original Bid Amount	$ 1,100,675.00
Change Order Number One	$ 10,024.14
Adjusted Contract Price	$ 1,110,699.14

CONTRACT TIME

Original Contract Time (CD)	120
Change Order(s)	0
Adjusted Contract Time (CD)	**120**

APPROVED
By: (Owner) _____ Date: 8/4/2025
Duplin County Airport
Title: Dexter Edwards

ACCEPTED
By: (Contractor) _____ Date: 07.21.2025
S.T. Wooten Corporation
Title: Project Manager

REVIEWED
By: (Engineer) _____ Date: 7.18.2025
Parrish and Partners, LLC
Title: Operations Manager

CHANGES ORDERED:

The Summary Table on the following page identifies the contract quantity changes as well as contract unit price changes (as applicable). These changes are a result of revised project scope, coordinated following the project award.

All other aspects of the contract shall remain unchanged, unless otherwise noted herein or through a future change order.

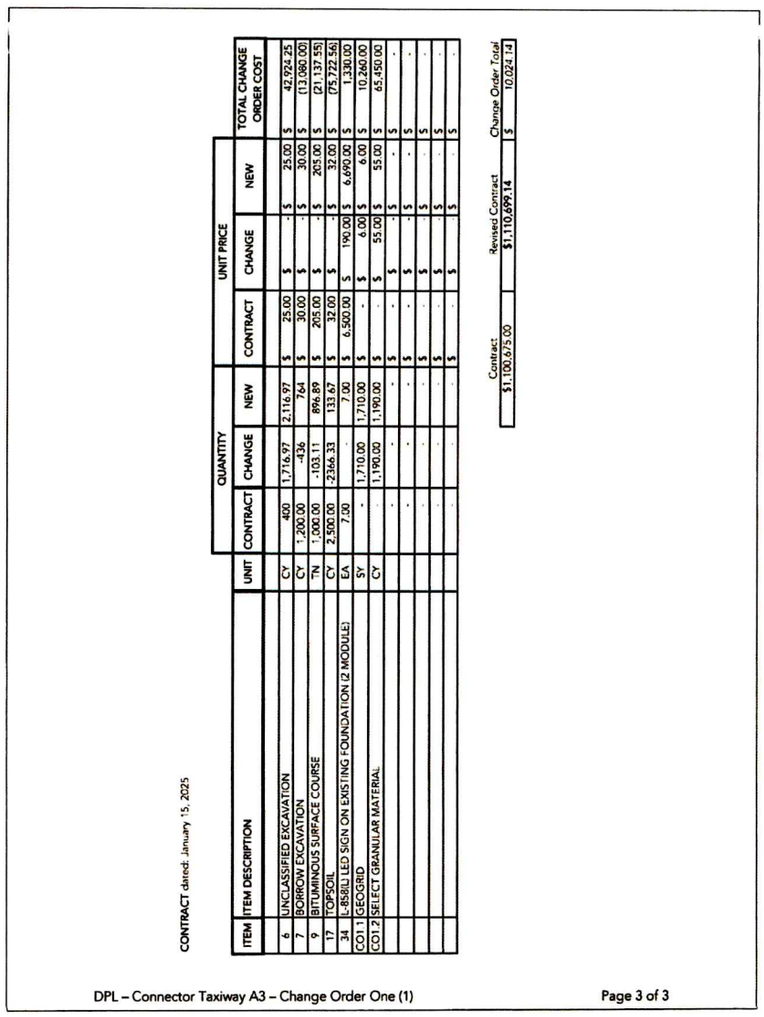
NEED FOR CHANGES ORDERED:

These changes are required due to the following:

1) Unsuitable Material;
   a. Following stripping the site of topsoil, after review, the Geotechnical firm determined multiple areas required removal of unsuitable material. This work requires the following additional item.
      i. Item 6: The quantity associated with this item has been increased to include the required excavation of unsuitable material.
      ii. Item CO1.1 & CO1.2: These items include the installation of geogrid and select granular material, as recommended by the geotechnical engineer, where unsuitable material was excavated.
2) Existing Transformer Replacement;
   a. This work requires the following additional item.
      i. Item 34: The unit cost of this item has been increased to include the replacement of the existing transformers.
3) Documentation of partial as-built quantities;
   a. As per the contract documents project payments were made for items completed in accordance with the contract requirements. The estimated totals for line-item quantities for the items listed below have been adjusted by this change order to the as-built quantities.
      i. Item 7.9.17: The quantities associated with these items have been updated to reflect as-built quantities.

CONTRACT TIME REVISIONS:

No contract time adjustments are included with this change order.



CONTRACT dated: January 15, 2025

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY			UNIT PRICE			TOTAL CHANGE ORDER COST
			CONTRACT	CHANGE	NEW	CONTRACT	CHANGE	NEW	
6	UNCLASSIFIED EXCAVATION	CY	400	1,716.97	2,116.97	$ 25.00	$ -	$ 25.00	$ 42,924.25
7	BORROW EXCAVATION	CY	1,200.00	-436	764	$ 30.00	$ -	$ 30.00	$ (13,080.00)
9	BITUMINOUS SURFACE COURSE	TN	1,500.00	-103.11	896.89	$ 205.00	$ -	$ 205.00	$ (21,137.55)
17	TOPSOIL	CY	2,500.00	-2366.33	133.67	$ 32.00	$ -	$ 32.00	$ (75,722.56)
34	L-858(L)LED SIGN ON EXISTING FOUNDATION (2 MODULE)	EA	7.00	-	7.00	$ 6,500.00	$ 190.00	$ 6,690.00	$ 1,330.00
CO1.1	GEOGRID	SY	-	1,710.00	1,710.00	$ -	$ 6.00	$ 6.00	$ 10,260.00
CO1.2	SELECT GRANULAR MATERIAL	CY	-	1,190.00	1,190.00	$ -	$ 55.00	$ 55.00	$ 65,450.00
			-	-	-	$ -	$ -	$ -	$ -
			-	-	-	$ -	$ -	$ -	$ -
			-	-	-	$ -	$ -	$ -	$ -
			-	-	-	$ -	$ -	$ -	$ -
			-	-	-	$ -	$ -	$ -	$ -
			-	-	-	$ -	$ -	$ -	$ -

Contract	Revised Contract	Change Order Total
$1,100,675.00	$1,110,699.14	$ 10,024.14

DPL – Connector Taxiway A3 – Change Order One (1)

Page 3 of 3

Duplin County
August 4, 2025

Duplin County Employee Development and Educational Incentives Policy

I. Purpose

Duplin County is dedicated to fostering the professional growth and career advancement of its workforce. Employees are encouraged to pursue continuing education and training opportunities that strengthen job performance, expand competencies, and contribute to long-term career development.

II. Financial Assistance for Education and Training

Subject to the availability of funds and prior written approval from the County Manager, Duplin County may provide financial assistance to eligible employees who successfully complete job-related courses or specialized training programs.

Covered expenses may include:

- Tuition
- Textbooks
- Registration fees
- Lodging associated with approved educational activities

III. Educational Incentives and Certification Assistance

Duplin County recognizes the value of employee development and offers financial incentives in support of job-related education, certifications, and degree completion.

A. Eligibility Criteria

To qualify for financial assistance and salary increases, employees must meet the following conditions:

1. The course or certification fulfills a requirement established by the County, State, or an approved professional development program.
2. The course includes a formal examination sanctioned by a recognized authority or results in a certification acknowledged within the industry.
3. The course is necessary for continued performance and growth in the employee's current role or is recommended by the Department Director or County Manager.

B. Approval Process

The Department Director is responsible for:

- Reviewing the course or certification for alignment with department goals and employee development needs.
- Determining whether the certification qualifies for financial support and salary increase, based on relevance, difficulty, and impact on operations.
- Providing final approval of eligible certifications.

IV. Salary Incentives for Certifications

Upon successful completion of approved certifications, employees may receive salary increases as follows:

Certification Type	Salary Increase
Basic Certification Requirements	$1,500
Extensive Platform Certifications	$2,000

Examples of Extensive Certifications:

- Public Executive Leadership Academy (PELA) – UNC Chapel Hill
- Municipal and County Administration Course – UNC Chapel Hill
- FBI Law Enforcement Executive Development Association "Trilogy" (FBI-LEEDA)
- Professional Development Academy (PDA) – ICMA
- Other department specific equivalent programs approved by the Department Director and County Manager (Soil and Water, Water, Building Inspections, Environmental Health, etc.)

V. Salary Incentives for Educational Degree Completion

Employees who complete a qualifying degree program during employment or after their start date may receive salary increases as follows:

A. Conditions for Eligibility

1. **Grade Requirement:** All courses must be completed with a grade of "C" or higher.
2. **Tuition Responsibility:** Tuition must not be paid with ad valorem tax collections or departmental fees.

B. Salary Increase by Degree Level

Degree Earned	Salary Increase
Associate Degree	$1,500
Bachelor's Degree	$3,000
Master's Degree	$4,500
Doctorate Degree	$6,000

Note: These increases apply uniformly across qualifying employees regardless of current salary level, promoting fairness and consistency in recognition.

VI. Repayment Policy

Employees who voluntarily leave employment with Duplin County within two (2) years of receiving a degree-related salary increase must reimburse the County for the full amount of the increase. This condition ensures the County's educational investment yields long-term mutual benefit.

NC COOPERATIVE EXTENSION

N.C. A&T STATE UNIVERSITY | NC STATE UNIVERSITY

DUPLIN COUNTY CENTER

THE CULTAGENDAR

A Review of June 2025

Duplin County Center
165C Agriculture Drive
Kenansville, NC 28349

Website: https://duplin.ces.ncsu.edu
Duplin County Center-NCCE Facebook: https://go.ncsu.edu/zgver9a
4-H Facebook: https://go.ncsu.edu/om3spc0

Phone: 910.296.2143
Fax: 910.296.2191

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..... Amanda Hatcher

- Gave a tour to the James Sprunt Community College S.E.E.D. students, a summer program for high schoolers for career development
- Planned for Duplin Farm Fest for September
- Attended county department head meeting and staff meeting
- Made calculations for state travel budget
- Gave welcome and attended ECA Awards Day
- Served as person-in-charge for Careers and Entrepreneurship presentations at 4-H District Activity Day in Wayne County

Livestock..... Amanda Hatcher, Livestock and Forage

- Assisted with 4-H Shooting Sports practices and supplies
- Transported samples to the lab in Raleigh, dropped off paperwork for NC Cattlemen's Association
- Assisted FCS agent in securing supplies for upcoming classes, including blender bike transport
- Met with NCSU Biological and Ag Engineering extension specialist to plan upcoming training
- Set up and took down for events and floor maintenance
- Face-to-face contacts: 217, Non face-to-face contacts: 1,387

Livestock..... Jessica Hall, Livestock and Forage

- Technical assistance with forage sampling, ration formulation, soil sampling, pasture management, herbicide recommendations, weed ID, livestock marketing, etc.
- Coordinated 4-H summer Farm to Table Camp workshops
- Recertified as a Pork Quality Assurance Advisor
- Cleaned scales at livestock facility and had them recertified
- Took 4-Hers to a livestock skillathon clinic in Raleigh
- Attended NCACAA State Meeting in Concord to receive Young Agent Award
- Continued classes in PhD program
- Attended National Association of County Agricultural Agents AM/PIC in Billings, Montana
- Face-to-face contacts: 525, Non face-to-face contacts: 4,988

Britt Building Monthly Usage

June Total number of events: 44

Total attendance for the events: 1,046

Public events: 42

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.

Field Crops..... Della King, Field Crop Agent



- Attended Cotton & Peanut Agent Training - Rocky Mount at Research Station and NC Ag Agents State Conference, Concord, NC
- Continued PSI Summer Internship Program
- Installation of Irrigation/Water Table Sensor Install. Providing Training at County Corn Plot with growers, soil & water, and university faculty (Pictures left)
- Attended Soybean OFT Meeting Zoom, Irrigation/Water Management Program Team Meeting Zoom, Grains Agronomic Program Team Meeting Zoom, SAS PSI CoHort Meeting Zoom, and NCSU Small Grains/Soybean Weed Specialist Interview Seminar via Zoom
- Judged at 4-H District Activity Day
- Continued to monitor the Black Trap Light over the month https://fieldreport.ces.ncsu.edu/. Made many farm/field visits looking at diseases and crop issues. Planted the Soybean Growth Habit Research Plot.
- Face-to-face contacts: 87, Non face-to-face contacts: 294

Horticulture..... Tom Hroza, Horticulture

- Led Friends of Horticulture meeting and activities. Talked about pests in the garden. Planted raised beds with some unusual vegetables to demonstrate how we need to think about diversity in our diets.
- Assisted 4-H with Farm to Table workshop with 12 Youth and 4 adults. Teaching and providing location to pick blueberries and blackberries on the farm and learned how to prepare them in healthful ways.



- Answered numerous questions about pests in the garden and in turf.



- Partnered with 4-H to plant the last of the zinnias and sunflowers for our floral workshop, coming up in July
- Facilitated Beekeepers monthly meeting. Also, we gathered almost five - 5 gallon buckets of honey from our demonstration hives behind Cowan Museum.
- Attended the North Carolina Agriculture Agents conference in Concord and enjoyed the learning experience.
- Face-to-face contacts: 62, Non face-to-face contacts: 1,050

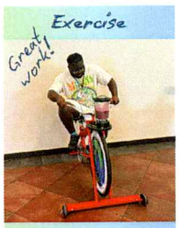
Family and Consumer Science (FCS).....Rachel Ezzell, FCS Agent





5-7 Year olds

- Hosted FCS community advisory meeting to gain feedback of past participants for future programming/areas of need.
- Partnered with 4-H team to offer summer cooking workshop for 5-7 year olds. (Picture right)
- Offered Basics of Air Frying Workshop.
- Met with Warsaw Parks and Recreation department to discuss future Policy, Systems, and Environmental projects (signage and resources to promote physical activity).
- Attended Quarterly Duplin Coalition for Health meeting and ECU's Community Conversation to discuss health and access in the county.



- Attended Extension and Community Association (ECA) Awards and Achievement program.
- Facilitated chronic disease subcommittee meetings with Duplin Coalition for Health to plan for upcoming food collection drives, health fairs, etc.
- Facilitated presentation on MyPlate and physical activity with the Giving Everyone a Role in Society (GEARS) from James Sprunt. (Picture left)
- Partnered with Tom Hroza to offer Fall Gardening workshop with Senior Services & distribute seeds to seniors in attendance.
- Face-to-face contacts: 243, Non face-to-face contacts: 439

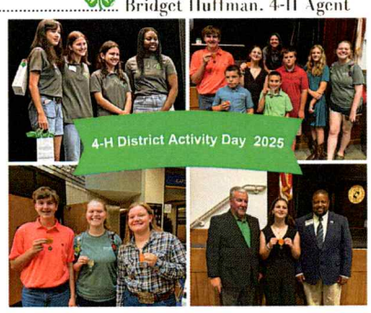
Agriculture & Natural Resources.....Walter Adams, Tech. (Duplin/Lenoir)



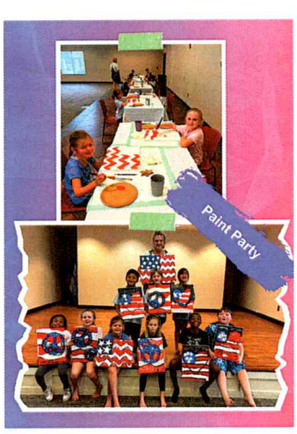
- Planned farm & garden zoom
- Answered calls on pesticide license and exams
- Assisted a grower with watermelon & peach questions.
- Face-to-face contacts: 8, Non face-to-face contacts: 25

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

- Assisted with 4-H District Activity Day held on June 20 at Wayne Community College. 9 youth gave presentations. Duplin brought home 3 Gold, 3 silver, and 1 Bronze medals. 6 will advance to State on Monday, July 21 in Raleigh. In addition to presentations, Duplin had two 4-H Entertain acts, who both won blue ribbons. (Picture right)
- Attended county staff meeting, 4-H updates and trainings, reports, and State Extension updates were held in person and via Zoom.







- Kicked off 4-H summer workshops and camps. June was filled with Cloverbud Crafts, Paint Party, NC State Dairy Tour, Farm to Table Camp, and Cooking for Kids. (Pictures above)
- Face-to-face contacts: 310, Non face-to-face contacts: 3,720

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant



- Visited local farm with Clover Critters summer workshop including chicken decorated cupcakes & a craft
- Facilitated Cattle Showmanship Clinic at Duplin Livestock Facility
- Taught Show Lamb & Goat Clinic
- Attended State Ag Agents Conference in Concord
- Led NC State Dairy Tour summer workshop
- Worked with Weekly Livestock Judging & Skillathon Practice
- Judged Graphic Design Contest the NC Sheep & Goat Round Up
- Took 6 4-Hers to North American Limousin Junior Association Jr. National. (Picture right)
- Face-to-face contacts: 128, Non face-to-face contacts: 3,848

Jasmine Williams, 4-H Prevention Coordinator

- Attended and participated in the following coalition/collaborative meetings - Duplin/Sampson Collaborative, PFS Monthly Team Meeting, Multidisciplinary Team, PFS Monthly TA, and Block Grant Audit
- Attended the following trainings - 2025 NC Virtual Adolescent SUD Conference, and Q&A with NC 988
- Continued monthly merchant education activities for Duplin County.