

Board of Commissioners Meeting
April 5, 2021
224 Seminary Street
Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, April 5, 2021 in the Duplin County Administrative Office Building located at 224 Seminary Street, Kenansville, NC.

Present: Commissioners: Jesse Dowe, Kenn Thompson, Dexter Edwards, Elwood Garner and Wayne Branch

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Mr. Tim Wilson, County Attorney; Ms. Tracy Chestnutt, Finance Officer; and Ms. Jaime Carr, Administrative Officer.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Garner and Commissioner Garner led the audience in the Pledge of Allegiance to the American Flag.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved of the proposed meeting agenda and Mr. Davis H. Brinson, County Manager/Clerk to the Board requested that Approval to Accept and Budget State Library Grant Funds in the Amount of \$4,000 and the Approval of the Necessary Budget Amendment be added to the consent agenda, and also, to remove from the regular agenda Ms. Pam Brame, Human Resources Director, request to propose a COVID-19 Vaccine incentive to Duplin County Employees.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to approve the meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously, to approve the minutes of the Board of County Commissioners Annual Retreat meeting held on February 26th, 2021 and the minutes of the March 1st, 2021 regular meeting of the Board of Commissioners.

CONSENT AGNEDA

Approval of the Consent Agenda

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the consent agenda which included the following: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- #18393-18405; Application for Reimbursement of Lottery Funds for the Renaissance Center Construction and Authorize

Chairman to Sign; Acceptance of Medicare Improvements for Patients and Providers Act (MIPPA) Funds in the Amount of \$3,236.00, Allow Melisa Brown, Services for the Aged Director to Sign the DocuSign Document for FY 2020-2021 and Approve the Necessary Budget Amendment; Appointment of the Following Members to the Library Board of Trustees: Dora Jernigan to Fill the Unexpired Term of Mark Vinson with a Term Ending June 30, 2023; Kay Sessoms to Fill the Expired Term of Delilah Gomes with a Term Ending June 30, 2026; and Jessie Fitch to Fill the Unexpired Term of Lisa Lane with a Term Ending June 30, 2025; and adding the Approval to Accept and Budget State Library Grant Funds in the Amount of \$4,000 and Approve the Necessary Budget Amendment.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

REGULAR ITEMS OF BUSINESS

Public Comments

Mr. Derrel Whaley, Solid Waste Director, appeared before the Board during the public comments period to inform them and the public that on April 17, 2021 the citizens and residents of Duplin County can carry items to the landfill between the hours of 8:00 am and 12:00 pm at no charge.

Mr. Robert Moore appeared before the Board on behalf of the NAACP of Duplin County to request the Board’s consideration of six (6) key interventions as they make life-changing decisions around COVID-19 support and funding to ensure that all Duplin County citizens have what they need and that the recovery leads to greater resiliency. Mr. Moore stated the following: As you are aware, the pandemic and subsequent economic downturn are generating uncertainty as to the path forward to a robust and just economic recovery for communities across our state. It is imperative that future budgetary decisions do not exacerbate the chronic underinvestment and inequitable distribution of public monies that has continued to undermine the public good in recent years. Failure to engage community leaders in an inclusive and equitable manner will further extend the timeline for creating a foundation for long-term economic prosperity. we cannot afford to wait any longer. North Carolina has an unreserved cash balance of \$5.4 billion dollars, and additional federal recovery funds will be disbursed to state governments in the coming weeks, meaning the state can afford to invest. As community-based organizations that have worked to respond to natural disasters, we have seen the importance of funding decisions to ensuring that dollars get to those most in need and build systems that prepare us for the next challenge. We hope that our expertise and lessons learned can be a resource to you as you make decisions for immediate and long-term funding needs. To that end, we offer the following recommendations as you consider federal and state funding allocations this Spring: Drive dollars to community-based, grassroots organizations. By lowering barriers for small grassroots organizations to access funding, North Carolina can create an infrastructure that reaches people in their communities with information and resources; Make equity central to funding decisions. It is critical that the state take seriously the role of funding decisions in boosting racial equity. Making a commitment to dedicate at least 30 percent of funding to organizations led by communities of color and community-based organizations; Hire local organizations to implement programs and services. Local vendors and organizations should be prioritized for funding rather than outside vendors so our state continues to make progress in building a lasting infrastructure of capacity to build programs and services; Provide a clear vision and funding to support long-term resiliency. Now one year into the pandemic and downturn, North Carolina's communities need to see their priorities in the proposals being put forward and how the proposals connect to a vision for supporting the long-term goals of the state; Integrate community feedback in decision-making and implementation. It is critical that state and local governments engage partners who understand the values, strengths, and cultural context of the communities where programs and services will be implemented. Committing to listening to what is and what isn't working for reaching community needs can improve service delivery and ensure that as people on the ground we have channels to share issues and concerns as well as successes and positive impacts; Implement programs and services with cultural competence. North Carolina needs to consider implementation of programs and services with culturally skilled facilitators.

End Public Comments

Carrie Shields, Economic Development Director, appeared before the Board to conduct a public hearing. The purpose of this public hearing was to consider an Economic Development Agreement for Project Ginny to provide a match equivalent of at least five percent (5%) of their grant amount which would be approximately \$7,500.00. These funds would come from the Economic Development Grant to Clients line item. This company is expected to expand their current business, retain six (6) part time jobs and create forty (40) new jobs in Duplin County. Per NCGS §158-7.1 a public hearing must be held if any appropriation is requested.

Chairman Edwards opened the public hearing.

No Public Comments.

Chairman Edwards closed the public hearing.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner carried unanimously, to approve the Economic Development Agreement for Project Ginny and provide a match in the amount of \$7,500 which is equivalent to five percent (5%) of their building reuse grant award.

Melissa Kennedy, E-911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing to name a lane. In accordance with the Duplin County Addressing and Road Naming Ordinance, a public hearing must be held before any lanes can be named in Duplin County. Jedediah Stancill has requested to name a lane at 2693 Sarecta Road, Pink Hill, NC; Smith Township; Felix Heath Lane.

Chairman Edwards opened the public hearing.

No public comments.

Chairman Edwards closed the public hearing.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously, to name a lane at 2693 Sarecta Road, Pink Hill, NC; Smith Township; Felix Heath Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to receive road concerns from members of the Board of Commissioners and/or the public on behalf of the North Carolina Department of Transportation (NCDOT). Commissioner Dowe announced

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to present a retirement plaque to Ms. June H. Hargrove retired Duplin County Register of Deeds.

Pam Brame, Human Resources Director, appeared before the Board to present a retirement plaque to Ms. Kathy Wallace retired Human Resources Supervisor.

Joe Newburn, Animal Services Supervisor, appeared before the Board to request approval of an agreement between DWG Architects, PLLC d/b/a Shelterplanners.com and Duplin County. The Board of County Commissioners voted to budget to construct a new Animal Care, Control and Adoption Facility on a five (5) acre parcel at Duplin Commons at their annual retreat held on February 26, 2021. The budget for the project has been established at \$2.5 million with an additional \$200,000 appropriation for necessary water and sewer improvements. The architectural firm selected to design and oversee the construction of the facility is DWG Architects, PLLC d/b/a Shelterplanners.com.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously, to approve the agreement between Duplin County and DWG Architects, PLLC d/b/a Shelterplanners.com for the construction of an Animal Care, Control, and Adoption Facility at Duplin Commons and authorize the Chairman to sign.

Joe Newburn, Animal Services Supervisor, appeared before the Board to recognize Deputy Animal Control Officer Samantha Lane. On March 21, 2021, Officer Lane was on duty when contacted by Duplin County E-911 Communications to respond to a stray dog that kept going into the Dollar General Store on NC Hwy 403 in the Rhone's Chapel Community. Upon her arrival on scene, Officer Lane found a red lab mix waiting outside the store. Officer Lane proceeded to speak with the store employee who said the dog kept coming and trying to take a purple unicorn stuffed animal. After which Officer Lane took it upon herself to go and get the purple unicorn that the dog kept taking and purchased it for him. She then transported him and his new friend back to the Duplin County Animal Services Shelter where he was able to be adopted.

Angel Venecia, Duplin County Public Transportation Director, appeared before the Board to request acceptance of an additional CARES (Coronavirus Aid, Relief and Economic Security) Act funding in the amount of \$18,895.00. This funding will provide support to operational cost through June 30, 2021.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously, to accept additional CARES Act Funding in the amount of \$18,892.00 on behalf of the Duplin County Public Transportation Department and authorize the necessary budget amendment.

Angel Venecia, Duplin County Public Transportation Director, appeared before the Board to request approval of Managed Care broker contracts. In North Carolina, Medicaid will transition to a Managed Care model effective July 1, 2021. These managed care entities must provide medical transportation to their eligible clients and each have hired a transportation broker to manage those trips. The two brokers are OneCall and ModivCare Solutions, LLC. The Duplin County Public Transportation Department desires to contract with these brokers to continue to provide transportation services to their Medicaid eligible residents effective July 1, 2021.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously, to approve the Managed Care broker contracts between Duplin County and One Call and Duplin County and ModivCare Solutions, LLC to provide transportation services to Medicaid eligible residents and to authorize the Chairman to sign same.

Angel Venecia, Duplin County Public Transportation Director, appeared before the Board to discuss the Duplin County Public Transportation Facility Replacement project. Duplin County has been awarded grant funding through the North Carolina Department of Transportation (NCDOT) from the FTA (Federal Transit Administration) FY 19 5339(b) Bus & Bus Facilities Grant to build a replacement public transportation facility. The grant funds total \$1,418,921.00 (Federal Amount \$1,135,137 with a County match of \$283,784). Duplin County Public Transportation Department has the required local match in its general fund balance to cover the local match. Therefore, a capital project fund needs to be established and a Resolution Accepting Grant Award, and also, Establishing Capital Project Budget Ordinance Duplin County Public Transportation Facility Replacement Project needs to be adopted.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to adopt a Resolution Accepting Grant Award and Establishing Capital Project Budget Ordinance Duplin County Public Transportation Facility Replacement Project and to establish a capital project fund and authorize a transfer of \$283,784 from the Public Transportation Department's General Fund Balance to the Transportation Capital Project Fund.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request the acceptance of AFDO (Association of Food and Drug Officials) Grant Award funds. The Environmental Health team completed the Program Self-Assessment, the first step, of the Voluntary National Retail Food Regulatory Program Standards on November 24, 2020. The self-assessment is an internal review to determine if the existing program conforms to the criteria

in each of the nine (9) Retail Program Standards. The Voluntary National Retail Food Regulatory Program Standards (referred to as Retail Program Standards for short) was developed by the US Food and Drug Administration to promote greater uniformity among regulators by establishing a recommended framework for retail food programs. Effective use of the Retail Program Standards should enable a jurisdiction to make lasting programmatic improvements to their retail food protection programs. The anticipated request for funding was to purchase field inspection equipment, inspection supplies, and basic office supplies used on a day-to-day basis by our staff.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously, to accept the Association of Food and Drug Officials Grand Award funds in the amount of \$2,500 on behalf of the Duplin County Health Department's Environmental Health Section and authorize the necessary budget amendment.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of Breast and Cervical Cancer Program – AA 452 Funding in the amount of \$8,125. The goal of the North Carolina Breast and Cervical Cancer Control Program (NC BCCCP) is to reduce the morbidity and mortality due to breast and cervical cancers in women by providing breast and cervical cancer screening, diagnostic services, and patient navigation services for eligible underserved women of North Carolina. This Agreement Addendum Revision #2 provides additional funding to increase screenings available to eligible women between the service period of February 1, 2021 through May 31, 2021.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously, to accept Breast and Cervical Cancer Program (AA 452) funding in the amount of \$8,125 on behalf of the Duplin County Health Department and to authorize the necessary budget amendment.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of CDC-ELC (Centers for Disease Control-Epidemiology and Laboratory Capacity) Enhancing Detection Activities – AA 543 Funding in the amount of \$470,462. The funds are intended to prevent, prepare for, and respond to COVID-19 by supporting testing, case investigation and contract tracing, surveillance, containment and mitigation. This Agreement Addendum Revision #2 adds an allocation of DEC-ELC Enhancing Detection Expansion funds available to all local Health Departments, and modifies the scope of work and funding guidelines.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously, to accept CDC-ELC Enhancing Detection Activities (AA 543) funding in the amount of \$470,462 on behalf of the Duplin County Health Department and to authorize the necessary budget amendment.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request acceptance of Food and Lodging – AA 874 Funding in the amount of \$11,206. In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties. The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described under "Regulation of food and lodging establishments" in North Carolina General Statute §130A-248(d) and under "Disbursements of Funds" in North Carolina Administrative Code 15A NCAC 18A .2901.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously, to accept the Food and Lodging – AA 874 funding in the amount of

\$11,206 on behalf of the Duplin County Health Department and to authorize the necessary budget amendment.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to present the 2020 Communicable Disease Annual Report and the 2020 Child Fatality Annual Report. The Communicable Disease and Child Fatality Annual Reports are required by the state to be completed, reviewed, and presented annually to the Board of County Commissioners.

Frankie Herring, MIS Director, appeared before the Board to request the reclassification of a position in his department. Mr. Herring asked to reclassify/re-grade the Web Administrator/Analyst position from a Grade 71 to a Web Administrator/Application Technical Support position (Grade 70). The employee Mr. Herring would like to promote to the reclassified position would move from a Grade 67 earning \$32,342.96 to the proposed Grade 70 earning \$36,423 with a difference of \$4,080.04. However, the current Web Administrator/Analyst is at a Grade 71 earning \$46,194.98. The proposed reclassification would be a savings of \$9,771.98.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to approve to reclassify the Web Administrator/Analyst position (Grade 71) within the IT Department to a Web Administrator/Application Technical Support position at a Grade 70 earning \$36,423.

Donna Brown, Water Department Director, appeared before the Board to request a software upgrade to the Water Department Billing System. Ms. Brown asked to change the billing software from the current Linux system to PUBLIQ Software, a cloud-based software. The current billing software Duplin County Water uses is over twenty-one (21) years old, known as Linux software or the blue screen. Linux is a security risk to Duplin County and vendors are no longer available to support the software, if the County were to have another virus attack on the system. This software upgrade was included in the Water Department's Capital projects budget. Additional funds will also be needed for startup. Ms. Brown stated that funds were available in the Water Enterprise Fund in the amount of \$21,973.20.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously, to approve to enter into a contract between Duplin County and PUBLIQ, LLC for a Duplin County Water Department Software Billing System and to authorize the Chairman to sign same.

Matthew Barwick, Emergency Management Director/Fire Marshal, appeared before the Board to request the acceptance of Hazardous Material Exercise Program (HMEP) Grant Funding in the amount of \$9,800. North Carolina Department of Public Safety (NCDPS) Emergency Management awarded Duplin County the Hazardous Material Exercise Program grant to conduct and evaluate a full-scale exercise of emergency response plans at U.S. Cold Storage in Warsaw. This is the fourth consecutive year of award for Duplin County. Mr. Barwick stated that a budget amendment is needed in the amount of \$9,850 to compensate the approved vendor to plan, conduct, evaluate and report findings however this money would be reimbursed by the NCDPS Emergency Management after finalization.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously, to accept the NC Department of Public Safety's Hazardous Material Exercise Program (HMEP) Grant funding in the amount of \$9,800 on behalf of the Duplin County Emergency Management Department and to authorize the necessary budget amendment.

George Futrelle, Assistant County Manager/Airport Director, appeared before the Board with the 2021-2022 Duplin County Juvenile Crime Prevention Council (JCPC) Funding Plan and Certification. Each year, in accordance with North Carolina General Statutes, the JCPC is required to submit to the NC Department of Public Safety, through the Board of County Commissioners, an Executive Summary, Funding Plan and Certification Standards. Therefore,

the Board of County Commissioners needs to approve the JCPC Funding Plan and authorize the Chairman to sign.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously, to approve the Duplin County Juvenile Crime Prevention Council Plan for Fiscal Year 2021-2022 and to authorize the Chairman to sign same.

George Futrelle, Assistant County Manager/Airport Director, appeared before the Board to request approval of contract amendments. In an effort to close out the site development portion, or Phase I, of the NC Forest Service project, it was determined that additional work had been accomplished by the engineer but never officially captured by an amendment to their contract, even though the state had approved the additional work. These contract amendments formalize the approval of the additional work, thus allowing a claim to be filed for final reimbursement and close out the project. The first amendment to AVCON Project Task Order 2019-1 is in the amount of \$4,789.63 for additional soils testing beneath the NCFAS hanger foundation pads. The second amendment is for AVCON Project task Order 2019-2 in the amount of \$2,771.00 for additional professional services relative to having to re-advertise and re-bid the hanger construction, or Phase II, of the project due to the fact there were not three bidders on the first advertisement. North Carolina General Statutes requires at least three (3) bidders on the first advertisement of formal bidding, otherwise you have to re-advertise and re-bid. These contract amendments have been received and approved by the funding agency (NC Division of Aviation).

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously, to approve Duplin County Airport AVCON Project Task Order 2019-1 in the amount of \$4,789.63 and AVCON Project Task Order 2019-2 in the amount of \$2,771.00 and to authorize the Chairman to sign same.

George Futrelle, Assistant County Manager/Airport Director, appeared before the Board to present Change Order #2 with River Landing Builders, LLC. This change order reconciles some of the value engineering requests negotiated by the construction management team which consists of the owner's representative, project engineer, NC Division of Aviation airport project manager and the contractor. It also reconciles the rain days, per contract provisions, for the delays due to heavy winter rains. The rain days recommend by the engineer extends the contract length by seventy (70) days, providing for a new complete date of July 26, 2021. The net increase in the change order is \$5,580.00. The changer order has been reviewed and approved by the funding agency (NC Division of Aviation) and the Duplin County Airport Commission.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously, to approve Change Order #2 with River Landing Builders, LLC for the NC Forestry Service Hangar Complex Project at the Duplin County Airport and to authorize the Chairman to sign same.

Pam Brame, Human Resources Director, appeared before the Board to request approval of an agreement between Bakertilly and Duplin County for Bakertilly to perform a pay study for Duplin County. As presented and discussed at the Board Retreat on February 26th 2021, Bakertilly has presented a Pay Study Agreement. It has been reviewed by the County Attorney and also at Commissioner Garner's request, a \$1,500 cap on travel expenses was added. Discussion was had among the Board regarding this issue and Commissioner Garner asked to be put on record saying he was not voting for it and that he was against it because all the information is on the internet and why spend \$30,750 when we have computers, internet and telephones in this county that can be used to do what this company is going to do. He stated that it was the same information and that we have the personnel here to do and feels likes it is their job to do it instead of hiring it out.

Motion was made by Commissioner Dowe, seconded by Commissioner Thomson, carried three to two (3-2), with Commissioners Dowe, Branch, and Thompson voting for and Commissioners Edwards and Garner voting against, to approve the pay study agreement between Bakertilly and Duplin County as presented by the Human Resources Department and to authorize the Chairman to sign same.

Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 09-E296, located off of Teachey Road, Wallace, NC; Island Creek Township. The County originally purchased this property on September 5, 2015 through foreclosure in the amount of \$1,890 and the current tax value of the property is \$1,200. A bid was submitted on March 23, 2021 in the amount of \$2,000 from William Earl Stallings, Jr. The Board may accept the bid and go through the process of selling this property or they may reject the bid.

Commissioner Thompson left the Board Room.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to accept the bid from William Earl Stallings, Jr. in the amount of \$2,000 and proceed with the sale of surplus property, Parcel # 09-E296, located off of Teachey Road, Wallace, NC; Island Creek Township, pursuant to the Negotiated Offer, Advertisements and Upset Bids process set forth in NCGS § 160A-269.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 06-1622, located off of Narcie Turner Lane, Pink Hill, NC; Smith Township. The County originally purchased this property on June 13, 2019 through foreclosure in the amount of \$3,115 and the current tax value of the property is \$12,900. A bid was submitted on March 29, 2021 in the amount of \$2,400 from Hattie Lucille Ross. The Board may accept the bid and go through the process of selling this property or they may reject the bid.

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously, to accept the bid Hattie Lucille Ross in the amount of \$2,400 and proceed with the sale of surplus property, Parcel # 06-1622, located off of Narcie Turner Lane, Pink Hill, NC; Smith Township, pursuant to the Negotiated Offer, Advertisements and Upset Bids process set forth in NCGS § 160A-269.

Commissioner Thompson returned to the Board Room.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 02-E150, located off of Juniper Road, Faison, NC; Faison Township. The County originally purchased this property on February 9, 2016 through foreclosure in the amount of \$1,801 and the current tax value of the property is \$400. A bid was submitted on March 4, 2021 in the amount of \$1,100 from Jerry and Janeen Simmons. The Board may accept the bid and go through the process of selling this property or they may reject the bid.

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously, to accept the bid Jerry and Janeen Simmons in the amount of \$1,100 and proceed with the sale of surplus property, Parcel # 02-E150, located off of Juniper Road, Faison, NC; Faison Township, pursuant to the Negotiated Offer, Advertisements and Upset Bids process set forth in NCGS § 160A-269.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 09-E307, located off of NC 41 Hwy; Wallace, NC, Island Creek Township. On March 1, 2021 the Board initially accepted a bid from Shannon Leak and Shunte Tinsley in the amount of \$1,000 and the property was advertised for upset bids per NCGS § 160A-239 and no upset bids were received. This bid is less than the original amount of \$1,985 the County purchased this property for during foreclosure on February 9, 2016. The current tax value of this parcel is \$1,000.00.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to accept the bid from Shannon Leak and Shunte Tinsley in the amount of \$1,000 for Parcel # 09-E307, located off of NC 41 Hwy; Wallace, NC, Island Creek Township and authorize the County Attorney to prepare a deed for the transfer of property.

Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 09-E315, located off of NC 41 Hwy; Wallace, NC, Island Creek Township. On March 1, 2021 the Board initially accepted a bid from Shannon Leak and Shunte Tinsley in the amount of \$1,000 and the property was advertised for upset bids per NCGS § 160A-239 and no upset bids were received. This bid is less than the original amount of \$2,829 the County

purchased this property for during foreclosure on September 13, 2017. The current tax value of this parcel is \$1,000.00.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to accept the bid from Shannon Leak and Shunte Tinsley in the amount of \$1,000 for Parcel # 09-E315, located off of NC 41 Hwy; Wallace, NC, Island Creek Township and authorize the County Attorney to prepare a deed for the transfer of property.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 10-1084, located at 575 Corinth Church Road; Wallace, NC, Rockfish Township. On March 1, 2021 the Board initially accepted a bid from Erick A. Hayes and Camela S. Hayes in the amount of \$3,000 and the property was advertised for upset bids per NCGS § 160A-239 and no upset bids were received. This bid is less than the original amount of \$4,257 the County purchased this property for during foreclosure on June 13, 2019. The current tax value of this parcel is \$11,600.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to accept the bid from Erick A. Hayes and Camela S. Hayes in the amount of \$3,000 a for Parcel # 10-1084, located at 575 Corinth Church Road; Wallace, NC; Rockfish Township and authorize the County Attorney to prepare a deed for the transfer of property.

Gary Rose, Tax Administrator, appeared before the Board to request acceptance of an Interlocal Agreement for the Collection of Taxes Between the County of Duplin and the Town of Magnolia.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously, to approve the Interlocal Agreement for Collection of Taxes between the County of Duplin and the Town of Magnolia and authorize the Chairman to sign same.

Tracy Chestnutt, Finance Officer, appeared before the Board with an amendment for the Fiscal Year (FY) 2019-2020 Audit. The annual County financial information was due to the state by January 31st of this year. When this deadline is not met, an amended contract is required to be approved by the Board of Commissioners before the State Treasurer's Office accepts the final AFIR (Annual Financial Information Report) and audited financial statements.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously, to approve the amended Fiscal Year (FY) 2019-2020 audit contract with a modified due date of April 9, 2021.

Tracy Chestnutt, Finance Officer, appeared before the Board with the annual contract for single county audit and financial statement preparation. The County's financial statements are required to be audited annually. In addition, the County contracts with Thompson, Price, Scott, Adams & Co. to prepare the annual CAFT. A contract must be approved by the Board and the North Carolina State Treasurer's office before the County's contracted audit firm can move forward with preparing and auditing the County's financial statements. The fee is \$42,500 for a one-year extension. This contract is a one-year contract extension and there is no increase in fees over Fiscal Year (FY) 2020. The Duplin County Finance Office was unable to execute a timely RFP for audit services because of the timeliness of the Fiscal Year (FY) 2020 audit.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously, to approve the Fiscal Year (FY) 2020-2021 audit contract with Thompson, Price, Scott, Adams & Co. and authorize the Chairman and County Manager to sign same.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request the reappointment of Ms. Henrietta Mathis to the Rose Hill Planning Board as an ETJ Member. The Town of Rose Hill has requested that Ms. Mathis be re-appointed to the Rose Hill Planning Board as the Extraterritorial Jurisdiction (ETJ) Member appointed by the Board of County Commissioners for a three (3) year term beginning on October 1, 2020 and ending on September 30, 2023. Mr. Brinson stated that Ms. Mathis has agreed to accept the appointment.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously, to reappoint Ms. Henrietta Mathis to the Rose Hill Planning Board as an Extraterritorial Jurisdiction (ETJ) member for a three (3) year term beginning October 1, 2020 and ending September 30, 2023.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request approval to fund term life insurance for full time employees in the Fiscal Year (FY) 2021-22 Budget. Mr. Brinson respectfully requested that the Board allocate funds in the upcoming FY budget to offer \$10,000 in guaranteed issue term life insurance coverage to full time employees working 30+ hours a week through OneAmerica. The total cost for the 497 current eligible employees is \$1,068 a month or \$12,815 a year. This request for approval is being made now ahead of the adoption of the FY 2021-22 budget as Gallagher, the County's benefits management company, needs to go ahead and begin the process to bind coverage as of July 1, 2021.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously, to approve to fund a \$10,000 guaranteed issue term life insurance coverage to full time employees working 30+ hours a week through OneAmerica at a total cost of \$12,815 in the Fiscal Year (FY) 2021-22 Duplin County Budget Ordinance.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request an appointment to the Eastern Carolina Human Services Agency Board of Directors. Mrs. Rebecca Judge has resigned her seat on the Eastern Carolina Human Services Agency (ECHSA) Board of Directors as the sole member representing Duplin County. In order to solicit prospective members to fill the vacancy created by Mrs. Judge's resignation, Duplin County's Public Information Officer put out a request for individuals to express their willingness to serve, on both our County website as well as on our social media page, by submitting an application for appointment. Mr. Brinson stated that four (4) applications had been received from: Kathleen "Kebby" Schweinsber; Michael E. Lynch; Brittany Turner and Ronda Rivenbark. The Eastern Carolina Human Services Agency is a private non-profit Community Action Agency that provides services to low-income, Veterans, and military families, in multiple counties along the North Carolina coast. The programs administered by the agency include: Section 8 Housing, Community Services Block Grant-Family Self Sufficiency Program (SCBG-FSS) and NCServes.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to table the appointment to the Eastern Carolina Human Services Agency Board of Directors to represent Duplin County until a later date.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request appointment of a member to the James Sprunt Community College Board of Trustees. Mrs. Geraldine Tucker has resigned her position on the Board effective March 3, 2021, therefore her position needs to be filled. In order to solicit prospective members to fill the vacancy created by Mrs. Tucker's resignation, Duplin County's Public Information Officer put out a request for individuals to express their willingness to serve on both our County website as well as on our social media page by submitting an application for appointment. There have been nine (9) applications received from the following Duplin County residents: Austin K. Brown, J. Michael Davis, Landon Harper, Hugh Gerald Miller, Jr., Joseph D. Murray, Jr., Jason "Blake" Phillips, Francisco Rivas-Diaz, Sonya Smith, and Melissa Blizzard Stevens. All of the applicants applications were supplied to the members of the Board prior to the meeting for their reference and review.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to table the appointment to the James Sprunt Community College Board of Trustees to fulfill the remainder of Ms. Geraldine Trucker's term which ends on June 30, 2023.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request approval of a commercial building agreement between Summerlin Builders, Inc. and Duplin County. The County Manager would like for the Board to approve a Commercial Building Agreement with Summerlin Builders, Inc. to remove and replace 113 windows at the Department of Social Services building with thermal aluminum storefront window systems. The amount of the contract is \$198,000 subject to additions and deletions. Additional costs will be incurred by the County for the rental of a lift to facilitate the installation of the windows. The

substantial completion of the entire work is scheduled to be no later than November 15, 2021. Funds for this project are already in the Fiscal Year (FY) 2020-2021 budget and will be carried over into Fiscal Year (FY) 2021-2022.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously, to approve the contract between Summerlin Builders, Inc. and Duplin County for the removal and replacement of 113 windows at the Department of Social Services Building in the amount of \$198,000 subject to additions and deletions.

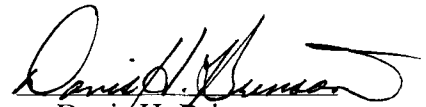
Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request adoption of a Resolution in Support of the Abandonment of a Section of State Road 1734 (Midway Court). The North Carolina Department of Transportation Division of Highways has received a petition requesting that a portion of SR 1734/Midway Court be abandoned from the State System for maintenance. The NCDOT Division of Highways has conducted a field survey and submitted an abandonment petition signed by the only property owner affected by the abandonment of said road, Johnny Kevin Sumner. Only a 0.14 mile section of the road will be abandoned with the remaining 0.46 mile section of SR 1734/Midway Court remaining in the State System for maintenance.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously, to adopt a Resolution in Support of the Abandonment of a Section of State Road 1734 (Midway Court) from the State System for Maintenance and to authorize the Chairman to sign same.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to recess regular session and enter into closed session per N.C.G.S. 143-318.11 (a) (4) Economic Development Matters

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to leave closed session and return to regular session.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to recess this meeting until Tuesday, April 6th, 2021 at 7:30 a.m. for a joint meeting of the Board of County Commissioners and the James Sprunt Community College Board of Trustees in the Ed Emory Auditorium of the Lois Britt Agricultural Building located at 165 Agriculture Drive in Kenansville, NC.


Davis H. Brinson
Clerk to the Board

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PPEV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	2	04/06/2021	BUA 040521C	1 2				
1	66	37414	Solid Waste	TIPPING FEES		-1,350,000.00	-200,000.00	-1,550,000.00	
	66-00-0000-0000-000-37414					04/06/2021			
2	7400	44980	COLLECTION AND DISPOSAL	TIPPING FEE CONTRACT		1,080,000.00	200,000.00	1,280,000.00	
	66-70-7400-0000-000-44980					04/06/2021			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	3	04/06/2021	BUA 040521C	1 2				
7135	38398		DISTRICT F	INSURANCE SETTLEMENTS		.00	-1,557.00	-1,557.00	
	61-70-7100-7135-000-38398			Water tower vandalism		04/06/2021			
7135	43510		DISTRICT F	REPAIRS BUILDING AND GROUNDS		60,793.87	1,557.00	62,350.87	
	61-70-7100-7135-000-43510			Water tower vandalism		04/06/2021			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	5	04/06/2021	BUA 040521C	1 2				
1	4230	45100	Information Technology	CAPITAL OUTLAY		503,949.08	-59,740.09	444,208.99	
	10-41-4100-4230-000-45100			Fiber infrastructure		04/06/2021			
2	4230	42600	Information Technology	OFFICE SUPPLIES		4,250.00	5,500.00	9,750.00	
	10-41-4100-4230-000-42600			Fiber infrastructure		04/06/2021			
3	4230	43520	Information Technology	REPAIRS & MAINTENANCE EQUIPME		4,490.95	5,500.00	9,990.95	
	10-41-4100-4230-000-43520			Fiber infrastructure		04/06/2021			
4	4230	41990	Information Technology	PROFESSIONAL SERVICES		172,347.00	-8,740.09	221,087.09	
	10-41-4100-4230-000-41990			Fiber infrastructure		04/06/2021			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	6	04/06/2021	BUA 040521C	1 2				
1	5110	40121	HEALTH	SALARIES		466,906.35	-21,000.00	445,906.35	
	10-50-5100-5110-000-40121			Food for vaccine clinics		04/06/2021			

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PPEV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	6	04/06/2021	BUA 040521C	1 1				
2	5114	42200	IMMUNIZATIONS	FOOD		30,000.00	21,000.00	30,000.00	
	10-50-5100-5114-000-42200			Food for vaccine clinics		04/06/2021			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	7	04/06/2021	BUA 040521C	1 2				
1	5110	40121	HEALTH	SALARIES		466,906.35	-50,000.00	416,906.35	
	10-50-5100-5110-000-40121			Vaccines		04/06/2021			
2	5114	42370	IMMUNIZATIONS	INJECTABLES		179,007.74	50,000.00	179,007.74	
	10-50-5100-5114-000-42370			Vaccines		04/06/2021			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	8	04/06/2021	BUA 040521C	1 2				
1	4100	31010	GENERAL FUND	OTHER FORECLOSURE FEES		-5,000.00	-5,000.00	-10,000.00	
	10-41-4100-0000-000-31010					04/06/2021			
2	4140	41990	Tax	PROFESSIONAL SERVICES		24,300.00	5,000.00	24,300.00	
	10-41-4100-4140-000-41990					04/06/2021			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2021	10	9	04/06/2021	BUA 040521C	1 2				
1	5600	35602	Aging	SHIP GRANT		-4,225.00	-1,175.00	-10,400.00	
	10-50-5600-0000-000-35602			SHIP Grant		04/06/2021			
5601	40121		SHIP	SALARIES		5,772.51	100.00	5,872.51	
	10-50-5600-5601-000-40121			SHIP Grant		04/06/2021			
3	5601	40181	SHIP	SOCIAL SECURITY		446.90	7.00	453.90	
	10-50-5600-5601-000-40181			SHIP Grant		04/06/2021			
4	5601	40182	SHIP	RETIREMENT		588.69	11.00	599.69	
	10-50-5600-5601-000-40182			SHIP Grant		04/06/2021			

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BUDGET AMENDMENTS JOURNAL ENTRY PROOFP 3
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT	DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	9	04/06/2021	BUA 0405210	1	2					
5	5601	40183		SHIIP			HOSPITAL INSURANCE		1,259.21	18.00	1,276.21
	10-50-5600-5601-000-40183			SHIIP Grant				04/06/2021			
6	5601	42600		SHIIP			OFFICE SUPPLIES		1,131.94	704.00	1,835.94
	10-50-5600-5601-000-42600			SHIIP Grant				04/06/2021			
7	5601	43110		SHIIP			TRAVEL		157.00	175.00	332.00
	10-50-5600-5601-000-43110			SHIIP Grant				04/06/2021			
8	5601	43250		SHIIP			POSTAGE		276.00	160.00	436.00
	10-50-5600-5601-000-43250			SHIIP Grant				04/06/2021			
9	5600	35617		Aging			CC CONT HOUS NG & HOME IMP		.00	-150.00	-150.00
	10-50-5600-0000-000-35617			CC Housing Home Improvements				04/06/2021			
10	5600	43510		Aging			REPAIRS BUILDING AND GROUNDS		750.00	150.00	900.00
	10-50-5600-0000-000-43510			CC Housing Home Improvements				04/06/2021			
** JOURNAL TOTAL										0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	10	04/06/2021	BUA 0405210	1	2					
1	5110	34604		HEALTH			AFPO Petal Grant		.00	-2,500.00	-2,500.00
	10-50-5100-5110-000-34604							04/06/2021			
2	5111	40121		ENVIRONMENTAL HEALTH			SALARIES		295,792.00	2,500.00	295,292.00
	10-50-5100-5111-000-40121							04/06/2021			
** JOURNAL TOTAL										0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	11	04/06/2021	BUA 0405210	1	2					
1	5110	35183		HEALTH			CHILD HEALTH COMMUNITY GRANT		-97,974.00	6,750.00	-80,224.00
	10-50-5100-5110-000-35183						Correct budget	04/06/2021			
2	5121	40121		CHILD HEALTH COMMUNITY GRANT			SALARIES		75,287.00	-5,176.05	70,110.95
	10-50-5100-5121-000-40121						Correct budget	04/06/2021			
3	5121	40181		CHILD HEALTH COMMUNITY GRANT			SOCIAL SECURITY		5,950.00	-35.75	5,914.25
	10-50-5100-5121-000-40181						Correct budget	04/06/2021			

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BUDGET AMENDMENTS JOURNAL ENTRY PROOFP 4
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT	DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	11	04/06/2021	BUA 0405210	1	2					
4	5121	40182		CHILD HEALTH COMMUNITY GRANT			RETIREMENT		3,167.00	-538.20	2,628.80
	10-50-5100-5121-000-40182						Correct budget	04/06/2021			
** JOURNAL TOTAL										0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	12	04/06/2021	BUA 0405210	1	2					
1	4370	45100		EMERGENCY MEDICAL SERVICES			CAPITAL OUTLAY		301,199.00	-32,000.00	269,199.00
	10-43-4330-4370-000-45100						Cover overspent accounts	04/06/2021			
2	4370	41990		EMERGENCY MEDICAL SERVICES			PROCESSORIAL SERVICES		45,000.00	32,000.00	77,000.00
	10-43-4330-4370-000-41990						Cover overspent accounts	04/06/2021			
** JOURNAL TOTAL										0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	13	04/06/2021	BUA 0405210	1	2					
1	5913	39668		LOTTERY PROCEEDS			FUND BAL EDU LOTTERY		-1,144,634.29	-113,992.74	-1,288,627.03
	27-59-5900-5913-000-39668						New/revised projects & rollfwd	04/06/2021			
2	5913	45222		LOTTERY PROCEEDS			REH CENTER-ALTERNATE DESIGN		.00	38,000.00	38,000.00
	27-59-5900-5913-000-45222						New/revised projects & rollfwd	04/06/2021			
3	5913	45223		LOTTERY PROCEEDS			BVILLE EC CHILLER		.00	206,000.00	206,000.00
	27-59-5900-5913-000-45223						New/revised projects & rollfwd	04/06/2021			
4	5913	45220		LOTTERY PROCEEDS			REN CTR DESIGN		17,423.26	-17,423.26	.00
	27-59-5900-5913-000-45220						New/revised projects & rollfwd	04/06/2021			
5	5913	45221		LOTTERY PROCEEDS			RENAISSANCE CENTER CONSTRUCTION		581,975.00	-112,674.00	449,301.00
	27-59-5900-5913-000-45221						New/revised projects & rollfwd	04/06/2021			
** JOURNAL TOTAL										0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND					
2021	10	14	04/06/2021	BUA 0405210	1	2					
1	4100	39951		GENERAL FUND			FUND BAL CARRY FWD GRANTS		-2,394,840.95	-1,000.00	-2,395,840.95
	10-41-4100-0000-000-39951						Roll forward	04/06/2021			



LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PPEV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2021	10	14	04/06/2021		BUA 040521C 1 2				
	2 4318	42983		NC GPANT DARE	DARE SUPPLIES		1,180.80	1,000.00	2,180.80
		10-43-4310-000-42983			Roll forward		04/06/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2021	10	15	04/06/2021		BUA 040521C 1 2				
	1 4100	38398		GENERAL FUND	INSURANCE SETTLEMENTS		-502,948.71	-212.40	-503,161.11
		10-41-4100-0000-000-38398			Insurance proceeds		04/06/2021		
	5300	43530		DEPARTYMENT OF SOCIAL SERVICE&REPAIRS	VEHICLES		10,000.00	212.40	10,212.40
		10-50-5300-0000-000-43530			Insurance proceeds		04/06/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2021	10	16	04/06/2021		BUA 040521C 1 2				
	1 4335	39981		EXPLOREPS	FUND BAL SHERIFF EXPLOPERS		-1,092.25	-673.31	-1,765.56
		71-43-4310-4335-000-39981			Correction		04/06/2021		
	2 4335	42980		EXPLOREPS	PROGRAM SUPPLIES		597.25	673.31	1,270.56
		71-43-4310-4335-000-42980			Correction		04/06/2021		
	3 4381	39949		ANIMAL SHELTER BUILDING FUND	FUND BAL ANIMAL SVSBLDG TRUST		-54,295.84	20.00	-54,275.84
		71-43-4380-4391-000-39949			Correction		04/06/2021		
	4 4381	42980		ANIMAL SHELTER BUILDING FUND	PROGRAM SUPPLIES		61,19.96	-20.00	61,699.96
		71-43-4380-4381-000-42980			Correction		04/06/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2021	10	19	04/06/2021		BUA 040521C 1 2				
	1 4310	38359		Sheriff	Sale of Assets-Fed Seized		00	-5,450.00	-5,450.00
		10-43-4310-0000-000-38359			Budget insurance proceeds		04/06/2021		
	2 4319	42984		FED SEIZED JUSTICE	PROGRAM SUPPLIES/JUSTICE		25,218.13	5,450.00	30,668.13
		10-43-4310-4319-000-42984			Budget insurance proceeds		04/06/2021		
** JOURNAL TOTAL								0.00	



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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	10	2									
		BUA 66-37414						TIPPING FEES	5		200,000.00
		04/06/2021 040521C									
		BUA 7400-44980						TIPPING FEE CONTRACT	5	200,000.00	
		04/06/2021 040521C									
JOURNAL 2021/10/2									TOTAL	0.00	0.00
2021	10	3									
		BUA 7135-38398						INSURANCE SETTLEMENTS	5		1,557.00
		04/06/2021 040521C						Water tower vandalism			
		BUA 7135-43510						REPAIRS BUILDING AND GROUNDS	5	1,557.00	
		04/06/2021 040521C						Water tower vandalism			
JOURNAL 2021/10/3									TOTAL	0.00	0.00
2021	10	5									
		BUA 4230-45100						CAPITAL OUTLAY	5		59,740.09
		04/06/2021 040521C						Fiber infrastructure			
		BUA 4230-42600						OFFICE SUPPLIES	5	5,500.00	
		04/06/2021 040521C						Fiber infrastructure			
		BUA 4230-43520						REPAIRS & MAINTENANCE EQUIPME	5	5,500.00	
		04/06/2021 040521C						Fiber infrastructure			
		BUA 4230-41990						PROFESSIONAL SERVICES	5	48,740.09	
		04/06/2021 040521C						Fiber infrastructure			
JOURNAL 2021/10/5									TOTAL	0.00	0.00
2021	10	6									
		BUA 5110-40121						SALARIES	5		21,000.00
		04/06/2021 040521C						Food for vaccine clinics			
		BUA 5114-42200						FOOD	5	21,000.00	
		04/06/2021 040521C						Food for vaccine clinics			
JOURNAL 2021/10/6									TOTAL	0.00	0.00
2021	10	7									
		BUA 5110-40121						SALARIES	5		50,000.00
		04/06/2021 040521C						Vaccines			
		BUA 5114-42370						INJECTABLES	5	50,000.00	
		04/06/2021 040521C						Vaccines			
JOURNAL 2021/10/7									TOTAL	0.00	0.00

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YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 10 8									
BUA 4100-31010	04/06/2021	040521C				OTHER FORECLOSURE FEES	5		5,000.00
BUA 4140-41990	04/06/2021	040521C				PROFESSIONAL SERVICES	5	5,000.00	
						JOURNAL 2021/10/8	TOTAL	0.00	0.00
2021 10 9									
BUA 5600-35602	04/06/2021	040521C				SHIIP GRANT	5		1,175.00
BUA 5601-40121	04/06/2021	040521C				SHIIP Grant	5	100.00	
BUA 5601-40181	04/06/2021	040521C				SALARIES	5	7.00	
BUA 5601-40182	04/06/2021	040521C				SOCIAL SECURITY	5	11.00	
BUA 5601-40183	04/06/2021	040521C				RETIREMENT	5	18.00	
BUA 5601-42600	04/06/2021	040521C				HOSPITAL INSURANCE	5	704.00	
BUA 5601-43110	04/06/2021	040521C				OFFICE SUPPLIES	5	175.00	
BUA 5601-43250	04/06/2021	040521C				TRAVEL	5	160.00	
BUA 5600-35617	04/06/2021	040521C				SHIIP Grant	5		150.00
BUA 5600-43510	04/06/2021	040521C				CONT HOUSING & HOME IMP	5	150.00	
						JOURNAL 2021/10/9	TOTAL	0.00	0.00
2021 10 10									
BUA 5110-34604	04/06/2021	040521C				AID Retail Grant	5		2,500.00
BUA 5111-40121	04/06/2021	040521C				SALARIES	5	2,500.00	
						JOURNAL 2021/10/10	TOTAL	0.00	0.00
2021 10 11									
BUA 5110-35183	04/06/2021	040521C				CHILD HEALTH COMMUNITY GRANT	5	6,750.00	
BUA 5121-40121	04/06/2021	040521C				Correct budget	5		5,176.00
						JOURNAL 2021/10/11	TOTAL	0.00	0.00

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YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA 5121-40181	04/06/2021	040521C				SOCIAL SECURITY	5		35.75
BUA 5121-40182	04/06/2021	040521C				Correct budget	5		1,538.20
						JOURNAL 2021/10/11	TOTAL	0.00	0.00
2021 10 12									
BUA 4370-45100	04/06/2021	040521C				CAPITAL OUTLAY	5		32,000.00
BUA 4370-41990	04/06/2021	040521C				Cover overspent accounts	5	32,000.00	
						JOURNAL 2021/10/12	TOTAL	0.00	0.00
2021 10 13									
BUA 5913-39668	04/06/2021	040521C				FUND BAL EDU LOTTERY	5		113,992.74
BUA 5913-45222	04/06/2021	040521C				New/revised projects & rollfwd	5	18,000.00	
BUA 5913-45223	04/06/2021	040521C				REN CENTER-ALTERNATE DESIGN	5	206,090.00	
BUA 5913-45220	04/06/2021	040521C				BRILLE ES CHILLER	5		17,423.26
BUA 5913-45221	04/06/2021	040521C				New/revised projects & rollfwd	5		112,674.00
						JOURNAL 2021/10/13	TOTAL	0.00	0.00
2021 10 14									
BUA 4100-39951	04/06/2021	040521C				FUND BAL CAPPR FWD GRANTS	5		1,000.00
BUA 4318-42983	04/06/2021	040521C				Roll forward	5	1,000.00	
						JOURNAL 2021/10/14	TOTAL	0.00	0.00
2021 10 15									
BUA 4100-38398	04/06/2021	040521C				INSURANCE SETTLEMENTS	5		212.40
BUA 4300-43530	04/06/2021	040521C				Insurance proceeds	5	212.40	
						JOURNAL 2021/10/15	TOTAL	0.00	0.00

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 10 16									
BUA 4335-39981	04/06/2021	040521C				FUND BAL SHERIFF EXPLORERS	5		673.31
						Correction			
BUA 4335-42980	04/06/2021	040521C				PROGRAM SUPPLIES	5	673.31	
						Correction			
BUA 4381-39949	04/06/2021	040521C				FUND BAL ANIMAL SVSBLDG TRUST	5	20.00	
						Correction			
BUA 4381-42980	04/06/2021	040521C				PROGRAM SUPPLIES	5		20.00
						Correction			
						JOURNAL 2021/10/16	TOTAL	1.00	1.00
2021 10 19									
BUA 4310-38359	04/06/2021	040521C				Sale of Assets-Fed Seized	5		5,450.00
						Budget insurance proceeds			
1319-42984	04/06/2021	040521C				PROGRAM SUPPLIES JUSTICE	5	5,450.00	
						Budget insurance proceeds			
						JOURNAL 2021/10/19	TOTAL	1.00	1.00

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved _____

Date _____

County	DUPLIN COUNTY	Contact Person	TRACY CHESTNUTT
LEA	DUPLIN COUNTY SCHOOLS	Title	FINANCE OFFICER
Address	PO BOX 950, KENANSVILLE	Phone	910-296-2104

Project Title	Location	Type of Facility
RENAISSANCE CENTER-CONSTRUCTION-EXIST BLDG RENOVATION	DUPLIN COUNTY RENAISSANCE CENTER WARSAW NC	SCHOOL

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following

(3) No county shall have to provide matching funds.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: BUILDING RENOVATION RENAISSANCE CENTER
CONSTRUCTION

	\$				
Purchase of Land					
Planning and Design Services					
New Construction					
Additions / Renovations				469,301 00	
Repair					
Debt Payment / Bond Payment					
TOTAL	\$			469,301 00	

Estimated Project Beginning Date 08-2020 Est Project Completion Date 01-2021

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 350,015.40 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

William B. Edwards
(Signature — Chair, County Commissioners)

April 5, 2008
(Date)

(Signature) _____ Chair, Board of Education (Date) _____
Form Date July 01 2011

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act
Federal Awarding Agency: US Department of Health & Human Services,
Administration for Community Living

CFDA # 93.071 Cost Center: Fiscal Year: 2020-2021
Grant Award # 1801NCMISH-02 Award Amount \$ 3,236.00
Performance Period: 9/1/2020 – 8/31/2021 Federal Award Date: 9/30/20
Account # 536405 Total Award Amount \$ 3,236.00

Recipient:		Contract Between	Subrecipient:
State of North Carolina	Department of Insurance	SHIP Division	Name: Duplin County/Services for the Aged
			County: Duplin
			Tax ID/FIN# 56-6000296
			DUNS # 95124798

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
- (1) This Contract,
 - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
 - (3) Statement of Work (Attachment B)
 - (4) Line Item Budget and Budget Narrative (Attachment C)
 - (5) Certifications Regarding Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

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

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

3. **Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with

grant funds to perform SHIP functions shall be returned to the Recipient in good working order. The Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date,
- B) A mid-year report of the contracted activities of the Subrecipient due by April 30,
- C) A final comprehensive report within sixty (60) days of project end date, due on or before November 29.

4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract, and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

[X] a. There are no matching requirements from the Subrecipient

- [] b. The Subrecipient's matching requirement is \$n/a, which shall consist of:
- [] In-kind [] Cash
- [] Cash and In-kind [] Cash and/or In-kind

The contributions from the Subrecipient shall be source from non-federal funds.

5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23

6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract

7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D)

8. **Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.

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

For the Recipient:

Melinda munden, Deputy Commissioner
SHIP Division
1201 Mail Service Center
Raleigh, NC 27699-1201

For the Subrecipient:

Melisa Brown
Duplin County/Services for the Aged
P. O. Box 928
Kenansville, NC 28349

Telephone: 919-814-9942

Telephone: 910-296-2140

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for MIPPA and SHIP services and related programs.

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Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment, and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments, and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).

A Certification Regarding Lobbying

B Certification Regarding Department.

C Certification Regarding Drug-Free Workplace Requirements

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

Subrecipient:

BY:

DocuSigned by:
Melisa Brown
E6D8C0E1EE6A6E8

Melisa Brown

Director

DATE: 04/06/2021

Division of SHIP,

BY:

DocuSigned by:
Melinda Munden
072254C6C98D4F7

Melinda Munden

DATE: 03/01/2021

BY:

DocuSigned by:
Robert D. Croom
37FEA6599A9B444

Robert D. Croom

DATE: 04/07/2021

BY:

DocuSigned by:
Michelle Osborne
E4BB55379E2482

Michelle Osborne

DATE: 4/9/2021

Contract is not executed until last signature is obtained.

Reviewed by:

DocuSigned by:
KR
DS

DocuSigned by:
AS
DS

Controller's Office Review:

DocuSigned by:
UA
DS

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Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub agency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient
- (6) "Fiscal Year" means the annual operating year of the non-State entity
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subrecipients specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

Subrecipients: The Subrecipient has the responsibility to ensure that all subrecipients, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Subrecipient's payment check(s) directly to any person or entity designated by the Subrecipient, or
- (b) Include any person or entity designated by Subrecipient as a joint payee on the Subrecipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Subrecipient and the Subrecipient shall remain responsible for fulfillment of all contract obligations.

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

Ineligible Vendors. As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State of any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

Indemnity

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

performance of this Contract to the extent permitted by law

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law

Termination Without Cause: The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

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

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year, or anticipate bidding on such a contract in the future

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24 "

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64 7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period

of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Subrecipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Recipient and the Subrecipient.

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

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

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

Key Personnel: The Contractor shall not replace any the key personnel assigned to the performance of this contract without the prior written approval of the

Recipient The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties

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

Travel Expenses: Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract

shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

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

Advertising: The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

Attachment B

For the period 9/1/2020 – 8/31/2021

Statement of Work

Subrecipient: Duplin County/Services for the Aged

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but MUST include the following activities:

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2020 through 8/31/2021; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website;
4. work with the Area Agency on Aging in your area to conduct outreach events in the county.

000139

Subrecipient Response to Scope of work:

In 2020-2021, we continue to implement alternate plans to serve our community with the SHIIP resources. Specifically, utilizing the opportunity to partner with meal distribution locations throughout Duplin County and other venues within the county. Currently, we are providing limited services inside the senior center by appointment with the appropriate personal protective items for staff and volunteers.

The agency plans to utilize grant funds in several categories to include salary/fringes, postage, supplies (personal protective equipment as well as general office supplies/computer ink, paper, etc.), and travel

Specifically, to cover the administrative costs, a portion will be used for salary, and fringes for the SHIIP Coordinator and the Director. The SHIIP Coordinator is the primary person working with the clients, and the Director completes the budget reports, and circulates the social media, and flyers for events. In addition to the administration costs, funds will be used to cover costs with postage, supplies, and travel

The supply expense will cover the computer paper, computer ink, general office supplies needed, as well as personal protective items including sanitizing wipes to clear chairs between clients in the office.

In an effort to expand low income subsidy outreach and enrollment, we will continue to partner with outside organizations sponsoring community events. We will provide SHIIP resource packets for participants to receive at events or can be snail mailed from senior center.

Any presentations will be offered in an area where we can social distance or provided in a virtual format. The SHIIP Coordinator and volunteers will make every effort to record the client counseling forms in a timely manner through the STARS system

Media outreach will continue through articles included in the agency newsletter, distribute flyers/publications in coordination with the meal distribution ongoing programs, as well as include on the agency social media page/local newspaper

Attachment C
For the period 9/1/2020 - 8/31/2021
Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

Subrecipient Name: Duplin County/Services for the Aged Award Amount: \$ 3,236.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount. Amounts required by your local government?

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

Yes



Written description of planned expenditures.

Staff will continue to provide counseling assistance and education in a safe manner with staff wearing the appropriate personal protective equipment and using alternate plans to best meet the needs of the participants.

Personnel: Funds will cover the primary person (SHIIP Coordinator) approximately 50 hours serving clients; and the Director, approximately 28 hours completing budget reports, submitting media outreach information, etc.

Fringes: Social Security (113); Retirement (152); Hospital Insurance (345); workers compensation (82)

Supplies: Computer ink, computer paper, toner, general office supplies, personal protective items for staff person(s), and sanitizing wipes to clean chairs behind clients.

Other: Postage for flyers/mailling, etc.

Travel: mileage expense for SHIIP Coordinator for outreach and or counseling events.

000140

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a maternal representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a), above;

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying the Recipient, in wrting, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working

Notices shall include the identification number(s) of each affected grant.

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93)

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

- (a) 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, any 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 grant, loan or cooperative agreement;
- (b) 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 of Lobbying Activities,” in accordance with its instructions;
- (c) 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, contracts 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

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995; any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, the following clause titled “**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction**” (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions.

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

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

Signature of Authorized Certifying Official	Title
DocuSigned by <i>Melisa Brown</i> Subrecipient Name	Director
Duplin County/Services for the Aged	Date Submitted
	04/06/2021

All Participants: Enter any necessary notes throughout the process in the comments box below. Comments are not part of the contract. Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything here as it will only restart the process. Thank you.



Attachment C
for the period 9/1/2020 - 8/31/2021
Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order

All budgets must be approved by the Recipient

Subrecipient Name: Duplin County/Services for the Aged, Award Amount \$ 3,236.00

All fields must be completed.

Zero is an acceptable answer. Must agree to the award group's; and any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order

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

Budget	Amount
Contractual	0
Construction	0
Supplies	704
Equipment	0
Other	160
Travel	200
Personnel	1480
Fringe	692
Total	3,236.00

Written description of planned expenditures

Staff will continue to provide counseling assistance and education in a safe manner with staff wearing the appropriate personal protective equipment and using alternate plans to best meet the needs of the participants.

Personnel: Funds will cover the primary person (SHIP Coordinator) approximately 50 hours serving clients; and the Director, approximately 28 hours completing budget reports, submitting media outreach information, etc

Fringes: Social Security (133), Retirement (152), Hospital Insurance (345), Workers compensation (82)

Supplies: Computer ink, computer paper, toner, general office supplies, personal protective items for staff person(s), and sanitizing wipes to clean chairs behind clients.

Other: Postage for flyers/mailling, etc.

Travel: mileage expense for SHIP Coordinator for outreach and or counseling events

Kacy Christman

Certificate Of Completion

Envelope Id B87F0E2EE63E44218F0BD98DA7A3E232
Subject Please DocuSign this document MIPPA Gov Exec Contracts pdf
Source Envelope
Document Pages 17
Certificate Pages 6
AutoNav Enabled
EnvelopeId Stamping Enabled
Time Zone (UTC-05 00) Eastern Time (US & Canada)

Status Completed
Envelope Originator
Kathy Moger
325 N. Salisbury St.
Raleigh, NC 27603
kathy.moger@ncdoi.gov
IP Address 149.168.74.8

Record Tracking

Status Original
3/1/2021 11:00:43 AM
Security Appliance Status Connected
Storage Appliance Status Connected
Holder Kathy Moger
kathy.moger@ncdoi.gov
Pool StateLocal
Pool. Carahsoft OBO North Carolina Department of Insurance
Location DocuSign

Signer Events

Kathy Moger
kathy.moger@ncdoi.gov
Administrative Assistant
Department of Insurance
Security Level Email, Account Authentication (None)
Using IP Address 149.168.74.8
Signature
Completed

Timestamp

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Signed 3/1/2021 11:09:33 AM

Electronic Record and Signature Disclosure:

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Kevin Robertson

kevin.robertson@ncdoi.gov
NCSMP Program Director
Department of Insurance
Security Level Email, Account Authentication (None)

DS
KR

Signature Adoption Pre-selected Style
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Viewed 3/1/2021 12:15:15 PM
Signed 3/1/2021 12:15:35 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Melinda Munden

melinda.munden@ncdoi.gov

Deputy Commissioner and Director for the Seniors'

Health Insurance Information Program

Department of Insurance

Security Level Email, Account Authentication (None)

Decided by
Melinda Munden
0730676CCAB0F7

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Electronic Record and Signature Disclosure:

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ID c3429ee5-9930-481b-a4a7-5f2e8245fe27

Melisa Brown

melisab@duplincountync.com

Director

Security Level Email, Account Authentication (None)

Completed

Using IP Address 68.115.222.114

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Resent 3/30/2021 2:06:42 PM
Viewed 3/2/2021 8:24:14 AM
Signed 4/6/2021 3:47:19 PM

Electronic Record and Signature Disclosure:

Accepted 3/2/2021 8:24:14 AM
ID dc8a291a-e715-4ad0-9123-9a265357da88

Signer Events

Melisa Brown
melisab@duplicourtnync.com
Director
Security Level Email, Account Authentication
(None)

Signature

DocuSigned by
Melisa Brown
63D9C0E1EFA6E4

Signature Adoption Pre-selected Style
Using IP Address 68 115 222 114

Timestamp

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Electronic Record and Signature Disclosure.
Accepted 4/6/2021 3:47:59 PM
ID 2b72f1fd-2f5c-493d-af8f-aa357c7ba5c8

Kevin Robertson
kevin.robertson@ncdoi.gov
NCSMP Program Director
Department of Insurance
Security Level Email, Account Authentication
(None)

DocuSigned by
Kevin Robertson
63D9C0E1EFA6E4

Signature Adoption Pre-selected Style
Using IP Address 149 168 74 8

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Signed 4/7/2021 8:10:04 AM

Electronic Record and Signature Disclosure.
Not Offered via DocuSign

Unika Ashe-Valentine
unika.ashe-valentine@ncdoi.gov
Budget Analyst
Department of Insurance
Signing Group DOI Contract
Security Level Email, Account Authentication
(None)

DocuSigned by
Unika Ashe-Valentine
63D9C0E1EFA6E4

Signature Adoption Pre-selected Style
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Electronic Record and Signature Disclosure.
Not Offered via DocuSign

Robert D. Croom
Robert.Croom@ncdoi.gov
Attorney or Special Counsel- Administration Division
Department of Insurance
Security Level Email, Account Authentication
(None)

DocuSigned by
Robert D. Croom
57FCAC59AB844

Signature Adoption Uploaded Signature Image
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Atlanta Steagall
atlanta.steagall@ncdoi.gov
Executive Assistant
Department of Insurance
Security Level Email, Account Authentication
(None)

DocuSigned by
Atlanta Steagall
63D9C0E1EFA6E4

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Signed 4/9/2021 9:55:26 AM

Electronic Record and Signature Disclosure.
Not Offered via DocuSign

Michelle Osborne
michelle.osborne@ncdoi.gov
Chief Deputy Commissioner
Department of Insurance
Security Level Email, Account Authentication
(None)

DocuSigned by
Michelle Osborne
E4B8B6D77E3402

Signature Adoption Pre-selected Style
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Electronic Record and Signature Disclosure.
Not Offered via DocuSign

Signature

Status

Status

Status

Status

Status

Signature

Signature

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Status

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Payment Events

Electronic Record and Signature Disclosure

Timestamp

Timestamp

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Timestamps

3/1/2021 11:03:04 AM
4/9/2021 9:56:44 AM
4/9/2021 9:56:56 AM
4/9/2021 9:56:56 AM

Timestamps

The following individuals have expressed an interest in joining the DC Library Advisory Board to fill vacancies in these communities:

Kenansville Term expires: 10/2023

Formerly held by Mark Vinson who died 11/15/2020

Ms. Dora Jernigan
148 West Meadow Lane
Warsaw NC

Magnolia Term expired: 6/2020

Formerly held by Delilah Gomes (current health prohibits participation)

Ms. Kay Sessoms
279 Sheffield Road
Magnolia NC

Rose Hill Term expires: 2/2025

Formerly held by Lisa Lane who died 5/3/2020

Ms. Jessie Fitch
209 W Church Street
Rose Hill NC

03/31/2021 12:10 jaime.carr		Duplin County, NC JOURNAL INQUIRY										1 lgicjeinq	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2021	09	32	BUA	03/02/2021	03/02/2021	040521	chelsey.lanier	1	N	Hist	2021		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT	OB
1	7405	42500					T					1,200.00	
2	7405	43530					T				1,200.00		
3	7405	42500					T					425.00	
4	7405	40183					T				425.00		
** JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2021	09	33	BUA	03/02/2021	03/02/2021	040521	chelsey.lanier	1	N	Hist	2021		
	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT	OB
1	4230	45100					T					9,500.00	
2	4230	41990					T				9,500.00		
** JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2021	09	36	BUA	03/02/2021	03/02/2021	040521	chelsey.lanier	1	N	Hist	2021		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT	OB
1	6144	41990					T					6,000.00	
2	6144	43510					T				6,000.00		
** JOURNAL TOTAL											0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		37 BUA	03/02/2021	03/02/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT	OB
1	4140	44910					T				750.00	
2	4140	43110					T				100.00	
3	4140	43520					T		850 00			
							REPAIRS & MAINTENANCE EQUIPME					
							** JOURNAL TOTAL		0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		79 BUA	03/03/2021	03/03/2021	040521	jaime.carr	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT	OP
1	4526	43530		040521			T	Transportation			7,867.00	
2	4526	40183		040521			T	REPAIRS VEHICLES				
3	4526	41990		040521			T	Transportation	5,578.00			
4	4526	43820		040521			T	HOSPITAL INSURANCE				
5	5114	43550		040521			T	Transportation	2,124.00			
6	5114	43250		040521			T	PROFESSIONAL SERVICES				
7	5114	42600		040521			T	COMPUTER SUPPORT/TECH ASST	165.00			
8	5114	43250		040521			T	Health Dept			300.00	
9	5114	42980		040521			T	EMR EXPENSE & INCENTIVES				
10	5133	42980		040521			T	Health Dept			150.00	
11	5110	40121		040521			T	POSTAGE				
12	5114	42980		040521			T	Health Dept			400.00	
13	4314	43541		040521			T	OFFICE SUPPLIES				
							T	Health Dept			5,000.00	
							T	PROFESSIONAL SERVICES				
							T	Health Dept	850 00			
							T	PROGRAM SUPPLIES				
							T	Health Dept	5,000 00			
							T	PROGRAM SUPPLIES				
							T	Health Dept			9,000.00	
							T	SALARIES				
							T	Health Dept	9,000.00			
							T	PROGRAM SUPPLIES				
							T	Communications			1,070.00	
							T	REPAIRS SIGNS				

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		79 BUA	03/03/2021	03/03/2021	040521	jaime.carr	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT	OB
14	4314	44300		040521			T	Communications				
							T	RENT	1,070.00			
							** JOURNAL TOTAL		0 00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		119 BUA	03/05/2021	03/05/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT	OB
1	7400	42500					T	Cover cost of vehicle supp			173.06	
2	7400	42490					T	VEHICLE GASOLINE				
3	4920	43110					T	Cover cost of vehicle supp	173.06			
4	4920	44910					T	VEHICLE SUPPLIES				
5	7400	42980					T	Cover overspent account			25.00	
6	7400	44910					T	TRAVEL				
7	5110	40121					T	Cover overspent account	25.00			
8	5114	42200					T	DUES AND SUBSCRIPTIONS				
9	5136	42013					T	PROGRAM SUPPLIES			216.67	
10	5136	42980					T	DUES AND SUBSCRIPTIONS	216 67			
							T	Food expenses				
							T	SALARIES			9,000.00	
							T	Food expenses	9,000.00			
							T	FOOD				
							T	LAB PROCESSING			1,500 00	
							T	PROGRAM SUPPLIES	1,500.00			
							** JOURNAL TOTAL		0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		138 BUA	03/05/2021	03/05/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT	OB

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	138	BUA	03/05/2021	03/05/2021	040521	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	7134	41990					T Cover repair expenses		1,500.00
2	7134	43300					T PROFESSIONAL SERVICES		2,000.00
3	7134	43510					T UTILITIES		
							T Cover repair expenses	3,500.00	
							REPAIRS BUILDING AND GROUNDS		
** JOURNAL TOTAL								0 00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	203	BUA	03/09/2021	03/09/2021	040521	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4320	42600					T Building repair		4,000.00
2	4320	43510					T OFFICE SUPPLIES		
							T Building repair	4,000.00	
							REPAIRS BUILDING AND GROUNDS		
** JOURNAL TOTAL								0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	244	BUA	03/10/2021	03/10/2021	040521	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	6110	45600					T Painting		600 00
2	6110	43510					T BOOKS		
							T Painting	600.00	
							REPAIRS BUILDING AND GROUNDS		
** JOURNAL TOTAL								0 00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	295	BUA	03/11/2021	03/11/2021	040521	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	295	BUA	03/11/2021	03/11/2021	040521	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	7400	42500					T		905.37
2	7400	42490					T		
							VEHICLE GASOLINE		
							VEHICLE SUPPLIES	905 37	
** JOURNAL TOTAL								0.00	0 00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	326	BUA	03/12/2021	03/12/2021	040521	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4350	49911					T		1,500.00
2	4350	49911					T		600.00
3	4350	42724					T		
4	4350	46992					T	1,500.00	
5	4350	41990					T	600.00	
6	4350	42490					T		200.00
7	4350	43540					T	100.00	
8	4310	43940					T	100 00	
9	4310	43911					T		969.00
10	4310	42600					T		250.00
11	4310	43540					T		2,000 00
	4310	42980					T		
							RESTRICTED TO BLD INSPSL 20151		
							RESTRICTED TO BLD INSPSL 20151		
							CREDIT CAPD CHARGES		
							HOMEOWNER'S RECOVERY FUND		
							PROFESSIONAL SERVICES		
							VEHICLE SUPPLIES		
							SOFTWARE MAINTENANCE		
							CLEANING SERVICE		
							ADVERTISING		
							OFFICE SUPPLIES		
							SOFTWARE MAINTENANCE	1,200.00	
							PROGRAM SUPPLIES	2,019.00	
** JOURNAL TOTAL								0.00	0.00

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	335	BUA	03/12/2021	03/12/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT OB	
1	4526	43530					T					808.00
2	4526	42100					T	REPAIRS VEHICLES		28.00		
3	4526	42600					T	HOUSEKEEPING		41.00		
4	4526	43510					T	OFFICE SUPPLIES		26.00		
5	4526	42610					T	REPAIRS BUILDING AND GROUNDS		163.00		
6	4526	43210					T	COMPUTER SUPPLIES		404.00		
7	4526	43300					T	TELEPHONE		146.00		
								UTILITIES				
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	347	BUA	03/12/2021	03/12/2021	040521	chelseylanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT OB	
1	7400	43911					T					25.90
2	7400	43250					T	ADVERTISING				49.10
3	7400	44910					T	POSTAGE				
								DUES AND SUBSCRIPTIONS	75.00			
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	393	BUA	03/16/2021	03/16/2021	040521	chelseylanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	4142	42006					T	Phone expense MAPPING				2,000.00

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	393	BUA	03/16/2021	03/16/2021	040521	chelseylanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT OB	
2	4142	42600					T	Phone expense OFFICE SUPPLIES		2,000.00		
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		437 BUA	03/17/2021	03/17/2021	040521	chelsey lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	5176	41990					T					1,000.00
2	5176	43110					T	PROFESSIONAL SERVICES			1,000.00	
								TRAVEL				
** JOURNAL TOTAL											0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		438 BUA	03/17/2021	03/17/2021	040521	chelseylanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	5121	40121					T					2,650.00
2	5121	42600					T	SALARIES			150.00	
3	5121	42980					T	OFFICE SUPPLIES			2,500.00	
								PROGRAM SUPPLIES				
** JOURNAL TOTAL											0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09		439 BUA	03/17/2021	03/17/2021	040521	chelseylanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	439	BUA	03/17/2021	03/17/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT	OB
1	5617	41990					T					275.00
2	5617	43250					T					197.16
3	5617	43510					T					200.00
4	5617	43910					T					301.00
5	5617	42200					T			300.00		
6	5617	42600					T			673.16		
7	5951	42500					T					393.50
8	5951	43200					T					285.50
9	5951	43530					T					342.82
10	5951	44500					T					275.67
11	5951	41978					T			1,297.49		
12	5602	42194					T					193.00
13	5602	42193					T			193.00		
							** JOURNAL TOTAL			0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	530	BUA	03/22/2021	03/22/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT OB		
1	5129	41990					T					500.00
2	5129	42013					T		500.00			
3	4380	42380					T					3,492.90
							ANIMAL INOCULATION INVENTORY					

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	530	BUA	03/22/2021	03/22/2021	040521	cnelsey.lanier	1	N	Hist	2021	
N	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT	OB
4	4380	42980					T			2,340.90		
5	4380	44910					T			1,152.00		
6	4920	41990					T					1,000.00
7	4920	42600					T			1,000.00		
8	6110	45600					T					160.00
9	6110	44910					T			160.00		
							DUES AND SUBSCRIPTIONS					
							** JOURNAL TOTAL			0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	561	BUA	03/23/2021	03/23/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	5607	43200					T				38.42	
2	5607	41999					T		36.04			
3	5607	42600					T		2.38			
4	5165	44910					T				124.00	
5	5165	44300					T				1,000.00	
6	5165	43530					T				186.55	
7	5165	43510					T				100.00	
8	5165	42500					T				300.00	
9	5165	42490					T				1,000.00	
10	5165	42100					T				800.00	
							HOUSEKEEPING					

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JOURNAL INQUIRY

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	561	BUA	03/23/2021	03/23/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
11	5166	43110					T TRAVEL				700.00	
12	5165	43110					T TRAVEL		200.00			
13	5165	42600					T OFFICE SUPPLIES		3,310.55			
14	5166	42980					T PROGRAM SUPPLIES		700.00			
15	5173	43110					T TPAVEL				300.00	
16	5173	43210					T TELEPHONE				400.00	
17	5173	41990					T PROFESSIONAL SERVICES		700.00			
** JOURNAL TOTAL									0 00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	571	BUA	03/23/2021	03/23/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	4526	43530					T REPAIRS VEHICLES				808.00	
2	4526	42100					T HOUSEKEEPING		28.00			
3	4526	42600					T OFFICE SUPPLIES		41.00			
4	4526	43510					T REPAIRS BUILDING AND GFOUNDS		26 00			
5	4526	42610					T COMPUTER SUPPLIES		163.00			
6	4526	43210					T TELEPHONE		404.00			
7	4526	43300					T UTILITIES		146.00			
** JOURNAL TOTAL									0.00		0.00	

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Duplin County, NC
JOURNAL INQUIRY

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	604	BUA	03/24/2021	03/24/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	5110	40121					T SALARIES				2,190.00	
2	5110	41990					T PROFESSIONAL SERVICES		2,190.00			
** JOURNAL TOTAL									0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	637	BUA	03/24/2021	03/24/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	5820	43110					T TRAVEL				918.65	
2	5820	43210					T TELEPHONE		700.65			
3	5820	43250					T POSTAGE		100.00			
4	5820	44910					T DUES AND SUBSCRIPTIONS		118.00			
** JOURNAL TOTAL									0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	677	BUA	03/26/2021	03/26/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	7400	42010					T AUCTION FEES				1,000.00	
2	7400	42100					T HOUSEKEEPING				1,000.00	
3	7400	41990					T PROFESSIONAL SERVICES		2,000 00			
** JOURNAL TOTAL									0 00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	744	BUA	03/30/2021	03/30/2021	040521	chelsey.lanier	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT	OB
1	4130	43250					T					581.51
2	4130	44500					T			486.51		
3	4130	44910					T			95.00		
4	4230	41990					T					3,380.00
5	4230	43111					T			3,380.00		

24 Journals printed

** END OF REPORT - Generated by Jaime Carr **

DUPLIN COUNTY
NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to NCGS 158-7.1 that a public hearing will be held on April 5, 2021 at 6pm at the Duplin County Commissioner's Room located in the County Administration Building at 24 Seminary Street, Kenansville, North Carolina. The purpose of the public hearing is to consider the Economic Development Agreement with Project Innova providing a match equivalent to at least five percent of the grant amount.

This company is expected to expand their current business, retain 6 part time jobs and create 40 new jobs in Duplin County. The County hereby expresses its intention to approve this conveyance.



ROAD NAME PETITION FOR UNNAMED ROAD

1. APPLICANT INFORMATION: Name: JEREDIAH STANCL
Address: 114 MARYLAND DRIVE
City/State/Zip: LA Grange NC 28551
Telephone: Work: 252 227 1569 Home: 252 227 1569

2. MAIL DETERMINATION TO (if different than applicant information):
Name: N/A
Address: N/A

- City/State/Zip: N/A
3. ROAD LOCATION: Township Smithtownship Range

DESCRIPTION: Gravel lane off of Sarectated between 241 & 41.

4. PARCEL TAX-ID: 06-302

5. PROPOSED ROAD NAME: FELIX HEATH LANE
BACKUP NAME 1: HEATH LANE
BACKUP NAME 2: HEATH-STANCL LANE
(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:
[Signature]
[Signature]
[Signature]
[Signature]

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

Applicant's Signature: [Signature]

Fire Department Approval:

I certify that I am the Fire Department Chief of the fire department serving the area affected by this petition and that the fire department concur with this request.

Signature: [Signature]
Print or type name: Joey Carter
Department Name: Bentankle Fire Dept
Date: 2-7-21

USPS Approval:

I certify that I am the Post Master of the USPS serving the area affected by this petition and that the USPS concur with this request.

Signature: [Signature]
Print or type name: Jeannette Skennedy
Town Name: Pink Hill Postmaster
Date: 2-5-21

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1 (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed)

Owner's program is based on "Duplin County, NC Needs Assessment Study and Recommendations for a New Animal Shelter", dated November 27, 2020 which identified a facility of 8,972 square feet in a budget range of \$2,915,900 to \$3,140,200 The building program included in the study will be altered in order to meet the Owner's desire to limit the project construction budget to \$2,500,000 The budget limitation will reduce both the size of the facility and the number of animals that it can house to below the Needs Assessment recommendations The Architect will include Bid Add Alternates in the design documents that will increase the building size and number of animals it can house so the Owner may take advantage of a favorable bid environment by selecting to include one or more of the Alternates if the budget permits

§ 1.1.2 The Project's physical characteristics (Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions, geotechnical reports; site boundaries; topographic surveys, traffic and utility studies; availability of public and private utilities and services, legal description of the site, etc.)

The Owner intends to construct a new animal shelter on a 5 acre parcel located on Fairgrounds Drive, Kenansville, NC, Parcel 13-E118 Public Water & Sanitary Sewer are available to the project site

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1

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(Provide total and, if known, a line item breakdown.)

Owner's construction budget, subject to review by the County Board of Commissioners is anticipated to be Two Million Five Hundred Thousand Dollars (\$2,500,000)

§ 1.1.4 The Owner's anticipated design and construction milestone dates

- .1 Design phase milestone dates, if any

The Owner has established a Two Phase approach via its Request for Qualifications for Architectural and Engineering Services for Design of a New Animal Shelter, issued August 4, 2020 (RFQ) Phase 1 - Programming/Needs Assessment Alternatives and Design with Cost Estimates, and Phase 2 - Bidding and Negotiation and Construction Administration Specific items associated with each Phase are enumerated in the Owner's RFQ and are hereby incorporated in the Agreement by reference

- .2 Construction commencement date

Construction Commencement will occur once the County Board of Commissioners approves development of construction/bidding documents and authorizes preparation of advertisement of bids

- .3 Substantial Completion date or dates

Substantial Completion will occur based upon declaration of completion time by the bidder awarded the project

- .4 Other milestone dates

In accordance with the Owner's RFQ the Architect will complete the various stages of work upon the Owner's written authorization to proceed as outlined in the RFQ

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner intends to publicly bid the work of the project via advertisement for bids and approved bid documents prepared by the Architect and Architect's consultants

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No Sustainable Objectives for the project are included The project will meet the current IECC energy code adopted as part of the North Carolina State Building Code

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™, 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3 (List name, address, and other contact information.)

Joe Newburn
Duplin County Animal Services
C/O Duplin County, NC

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§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows
(List name, address, and other contact information.)

Davis Brinson, County Manager and The Duplin County Board of Commissioners

§ 1.1.9 The Owner shall retain the following consultants and contractors
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer

Terracon
2401 Brentwood Road, Suite 107
Raleigh, North Carolina 27600
D 919436-2940, P 919-873-2211, M 919-291-8057
dave.carver@terracon.com

2 Civil Engineer

The Adams Company, Inc
708Abner Phillips Rd
Warsaw, NC 28398
919-293-2770

Civil Engineering for the project will not be the Owner's responsibility but is included in the Architect's work and fee structure

.3 Other, if any
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3
(List name, address, and other contact information.)

William B Daggett, Jr
DWG Architects, PLLC /dba Shelterplanners.com
2345 Earlysville Road
Earlysville, VA 22936

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.1.1 and 1.1.1.2
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services

.1 Structural Engineer

Dunbar, Milby, Pittman & Vaughan
110 Third Street, N E
Charlottesville, VA 22902

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.2 Mechanical Engineer

Paragon Engineering Services Inc
101 Edgar Street
York, PA 17403

.3 Electrical Engineer

Paragon Engineering Services Inc
101 Edgar Street
York, PA 17403

§ 1.1.11.2 Consultants retained under Supplemental Services

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Three Million Dollars (\$ 3,000,000) in the aggregate for bodily injury and property damage

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation - As required by North Carolina or other applicable law

§ 2.5.5 Employers' Liability with policy limits - As required by North Carolina or other applicable law

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations, and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms, (2) the form of agreement between the Owner and Contractor, and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals, (2) confirming responsiveness of bids or proposals, (3) determining the successful bid or proposal, if any, and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- 1. facilitating the distribution of Bidding Documents to prospective bidders,
- 2. organizing and conducting a pre-bid conference for prospective bidders,
- 3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda, and,



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4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process,
- 2. organizing and participating in selection interviews with prospective contractors,
- 3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda, and,
- 4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

- § 3.6.6.1** The Architect shall
1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion,
 2. issue Certificates of Substantial Completion,
 3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor, and,
 4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens, and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only, if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service.
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors.
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients.
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.
7. Preparation for, and attendance at, a public presentation, meeting or hearing.
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
9. Evaluation of the qualifications of entities providing bids or proposals.
10. Consultation concerning replacement of Work resulting from fire or other cause during construction, or,
11. Assistance to the Initial Decision Maker, if other than the Architect.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- 1 give written approval of an increase in the budget for the Cost of the Work,
- 2 authorize rebidding or renegotiating of the Project within a reasonable time,
- 3 terminate in accordance with Section 9.5,
- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, or,
- 5 implement any other mutually acceptable alternative

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3, otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7. COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that, in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

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granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8. CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the commencement of a lawsuit. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or the commencement of a lawsuit.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following
(Check the appropriate box.)

[] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction in Duplin County, NC

[] Other (Specify)

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- 1 Termination Fee

Payment for all services provided up to the termination date as defined in this agreement

- 2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service

Owner has the right to use all instruments of Service for Which Architect has already received compensation subject to good faith negotiations of a licensing fee in the case of potential liability associated with the same. To the extent Owner is prohibited from or limited in using instruments of Service for which Architect has already received compensation, then Owner shall be refunded a pro rata amount commensurate with the value of the instruments of Service being withheld.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum
(Insert amount)
2. Percentage Basis
(Insert percentage value)
- Nine (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6
3. Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation)

At Architect's standard hourly rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services)

At Architect's Consultants' standard hourly rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (	20 %)
Design Development Phase	Twenty percent (	20 %)
Construction Documents Phase	Thirty Five percent (	35 %)
Procurement Phase	Five percent (	5 %)
Construction Phase	Twenty percent (	20 %)
Total Basic Compensation	one hundred percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

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recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. Their adjustment will be made at the time the budget is adjusted. Because the Owner has requested limitation of the construction budget and has thus reduced the scope of the project, the number of animals that can be housed falls below the Needs assessment Study's recommendations. The Architect will include in the design and the bid documents an "Add Alternate" or "Alternates" aimed at increasing the building size to accommodate additional animals meeting the Needs Assessment recommendations. If bidding conditions are favorable the Owner may be able to increase the project scope within the stated budget. These Alternates, whether accepted by the Owner or not, will be included in the calculation for fee adjustment. If the Owner decides not to accept the Alternates, the fee adjustment will be based on all but the Construction Phase of the Architect's work as enumerated in 11.5 above.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect's standard hourly rates attached to this agreement as Exhibit A. Hourly rates for Architect's consultants will be provided within 30 days of the execution of this agreement.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence,
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets,
3. Permitting and other fees required by authorities having jurisdiction over the Project,
4. Printing, reproductions, plots, and standard form documents,
5. Postage, handling, and delivery,
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner,
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project,
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants,
9. All taxes levied on professional services and on reimbursable expenses,
10. Site office expenses,
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, and,
12. Other similar Project-related expenditures

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred. Reimbursable expenses shall be capped at Twenty Thousand Dollars (\$20,000).

(Paragraphs Deleted)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Five Thousand (\$ 5,000 00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final Schematic Design Phase invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Zero % 0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a legal proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Records of the Architect with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

At the request of the Owner or its authorized representative, the Architect will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices and other documents to substantiate an document any and all Additional Services and Reimbursable Expenses.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows
(Include other terms and conditions applicable to this Agreement.)

Indemnification

Notwithstanding anything to the contrary contained herein, the Architect shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Architect's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Article.

Except as otherwise set forth in this Agreement, the Architect and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes.

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Non-Appropriation

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect indicated below
- 2. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as (Insert the date of the E203-2013 incorporated into this agreement.)

N/A

3. Exhibits

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

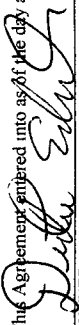
Architect's Standard Hourly Rates - Exhibit A

4. Other documents

(List other documents, if any, forming part of the Agreement.)

- 1. Owner's Request for Qualifications for Architectural and Engineering Services for Design of a New Animal Shelter, issued August 4, 2020. Architect's responses to Owner's Request for Qualifications are not attached due to their volume. However, both parties recognize and agree that Architect's responses to Owner's Request for Qualifications are incorporated herein by reference.
- 2. Duplin County, NC Needs Assessment Study and Recommendations for a New Animal Shelter, dated November 27, 2020.

The Agreement entered into as of the day and year first written above,

 OWNER (Signature)	 ARCHITECT (Signature)
Dexter Edwards, Chairman of the Board of Commissioners for Duplin County (Printed name and title)	William B. Daggett, Jr., R, NCARB Member/Manager (Printed name, title, and license number, if required)

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



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Duplin County Finance Officer

Reviewed by Department Head

Date Reviewed Aug 2020 April 5, 2021

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Duplin County Animal Services
Letter of Recognition & Commendation

Presented to
Deputy Animal Control Officer
Samantha K. Lane

Presented to Deputy Animal Control Officer Samantha K. Lane in recognition of her service as set forth in the following.

On March 21, 2021, Officer Lane was on duty when contacted by Duplin County Communications to respond to a stray dog that kept coming into the Dollar General Store on NC Hwy 403 in the Rhone's Chapel Community. Upon her arrival on scene, Officer Lane found a red lab mix waiting outside the store. Officer Lane proceeded to speak with the store employee who said the dog kept coming in and tying to take a purple unicorn stuffed animal. After which Officer Lane took it upon herself to go and get the purple unicorn that the dog kept taking and purchased it for him. She then transported him and his new friend back to the Duplin County Animal Services Shelter where he was able to be adopted into a forever home.

Officer Lane's efforts represent the spirit and attitude that being an Animal Control officer is all about. Service to the public and the animals of Duplin County. We take great pride and pleasure in recognizing and commending you for a job extremely well done!

Presented this the 5th day of April, 2021.


Joe Carl Newburn, Jr.
Animal Services Supervisor


Davis H. Brinson
County Manager


Dexter B. Edwards
Chairman Board of Commissioners

Recipient	#	Federal Share
Initial Grant Funds For Primary Needs		
A. Project ready to execute or has been		
Duplin County		\$18,895



MEDICAID MANAGED CARE
PROVIDER AGREEMENT

SIGNATURE PAGE

This **Medicaid Managed Care Provider Agreement** consists of I) the Signature Page, II) the Standard Terms & Conditions, III) the Schedules, IV) Product Specific Addenda, V) the State-Product Specific Appendices to the Product Specific Addenda, VI) the State-Product Specific Attachments to the Appendices, and VII) all references incorporated therein (collectively, the "Agreement"). Provider must sign the Signature Page and Appendices and Attachments where indicated. This Agreement will become effective on the date indicated below (the "Effective Date")

Provider certifies and acknowledges that Provider has carefully read all of the provisions of this Agreement and that Provider understands and will fully and faithfully comply with such provisions (including the Arbitration Provision) in consideration of the mutual covenants and promises stated herein and other good and valuable consideration. Provider and One Call agree to be bound by this Agreement as of the Effective Date

PROVIDER: Durham County Transportation

Signature 
Name Dexter B. Edwards
Title Chairman
Date April 5, 2021

Provider Type: Transportation – NEMT (Public Transit)

Provider Address
208 S. Main Street
Kenansville, NC 28349

ONE CALL
Signature 
Name Kelly Rosiello
Title VP – Provider Contracting

Note: This Agreement does not become effective until it is initialed and dated by One Call below.

Initial here for Agreement approval _____
Initialed by _____

Effective Date of Agreement: _____
Contract No: 53-153000-013

MEDICAID MANAGED CARE PROVIDER AGREEMENT

STANDARD TERMS & CONDITIONS

1. BACKGROUND

- A. This Agreement is by and between One Call (together with its subsidiaries and Affiliates, collectively "One Call") for and on behalf of itself and its subsidiaries and Affiliates, and the Provider listed on the Signature Page (together with its subsidiaries and Affiliates, "Provider"). One Call and Provider are referred to herein collectively as the "parties" or individually as a "party".
- B. One Call is engaged in the business of brokering products and/or services on behalf of Clients through One Call's Provider Network.
- C. Provider desires to enter into this Agreement for the purpose of receiving offers to perform and/or provide products and/or services brokered by One Call (each such offer, a "Referral"). Capitalized terms not defined within the body of this document are defined in the Glossary below.

PROVIDER AGREES TO REVIEW THE ARBITRATION PROVISION BELOW CAREFULLY, AS IT WILL REQUIRE PROVIDER TO RESOLVE DISPUTES WITH ONE CALL ON AN INDIVIDUAL BASIS (EXCEPT AS PROVIDED THEREIN) THROUGH FINAL AND BINDING ARBITRATION. UNLESS PROVIDER CHOOSES TO OPT OUT OF THE ARBITRATION PROVISION IF PROVIDER DOES NOT WISH TO BE SUBJECT TO ARBITRATION, PROVIDER MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW (SCHEDULE B, SECTION 9)

2. PROVIDER'S SERVICES

- A. Referrals. Subject to the terms and conditions contained herein, this Agreement shall afford Provider the right to accept, Referrals and perform the corresponding Services offered by One Call, for which Provider shall be paid the rate(s) set forth on the applicable State-Product specific Service Fees Attachment NC-1, "incorporated herein and made part of this Agreement (the "Service Fees"). Following acceptance of a Referral, however, Provider shall perform the Services in accordance with the **Referral's Parameters as set forth in the Referral and other Client specifications as provided to Provider in such Referral**, unless expressly waived by One Call in writing. Provider's failure to provide Services on an accepted Referral in accordance with the Referral's Parameters and other Client specifications shall constitute a material breach of this Agreement for which One Call shall be entitled to seek damages.

B. Compliance and Notification

- I. Provider represents and warrants that it shall at all time, while providing Services hereunder, possess all licenses, permits and other legal prerequisites necessary to perform the Services as required by the states and/or localities in which Provider operates. One Call may periodically request evidence of such compliance by requesting copies of the Provider's documentation submitted to the state in application for approval as a Non-Emergent Medical Transportation provider. Failure to maintain current licenses, permits or other legal prerequisites, or failure to comply with any other provision of this paragraph, shall constitute a material breach of this Agreement and will result in Provider being ineligible to receive Referrals and permits One Call, in its sole discretion, to remove and/or replace Provider from any Referrals in connection with which Provider is currently rendering Services.

- II. Provider shall perform the Services in accordance with all laws, rules and regulations, and in accordance with the Referral's parameters and other Client specifications. Provider shall perform the Services in compliance with the licensing authorities to which they are subject.

- III. During the Term, Provider shall notify One Call in writing of any complaint, inquiry, investigation, review, claim, suit, criminal or administrative violation.
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proceeding, or professional disciplinary action taken against Provider with or by any board of commissioners, or regulatory authority, including (without limitation) the suspension or revocation of any designation as the approved public transportation agency. This notification shall be provided no later than five (5) business days after Provider becomes aware of the action taken.

- IV. Failure to comply with this Compliance and Notification section including specifically, but without limitation, loss of or lapse in applicable licensure or board of commissioner's authorization, may result in delayed, partial or no payment for Services rendered during the period of non-compliance in addition to any other rights One Call may have pursuant to law or this Agreement.

- V. **Non-Discrimination.** Provider shall not discriminate against Covered Individuals on the basis of race, color, religion, sex, national origin, source of payment, age, ethnicity, sexual orientation, health status or disability.

- VI. To the extent allowable by law and/or regulation, upon One Call's, or One Call's Client request, Provider and Provider Personnel shall submit information to One Call relating to Provider's and Provider Personnel's ownership and control, business transactions, and information for persons convicted of crimes against Federal health care programs as described in 42 CFR part 420 subpart C (Program integrity Medicare) and 42 CFR part 455 subpart B (Program integrity Medicaid), as applicable, or as otherwise required by government contracts.

- VII. Provider should report to One Call any suspected fraud, waste, or abuse by Client, One Call, Provider, Provider's Personnel, or by Covered Individuals. Reports may be made anonymously to Client's fraud hotline at (866) 678-8355.

- VIII. One Call's Client shall be entitled to audit Provider and Provider Personnel with respect to compliance issues and require them to address compliance issues through education, counseling or corrective action plans.

C. Credentialing, Re-credentialing and Policy Adherence

- I. Provider represents and warrants that they are credentialed with the State of North Carolina as a NEMT provider. Provider also represents and warrants that they will comply with all State of North Carolina re-credentialing policies and requirements. Provider shall notify One Call immediately of any material change to their credentialing status with the State of North Carolina.

- II. Provider represents and warrants that they are credentialed with the State of North Carolina as a NEMT provider in accordance with Attachment NC-2. Provider also represents and warrants that they will comply with all State of North Carolina re-credentialing policies and requirements. Provider shall notify One Call immediately of any material change to their credentialing status with the State of North Carolina.

3. BILLING AND COMPENSATION

A. Service Fees

- I. Subject to the requirements set forth herein in exchange for accepting a Referral and fully performing the corresponding Services, One Call shall pay Provider the Service Fees. The parties agree that the Service Fees have been fully negotiated and agreed upon. Provider further acknowledges that it has had the opportunity to consider and account for any and all situations that may make its provision of the Services unusually difficult or costly (e.g., delivering the Services in remote or rural locations or on holidays and weekends) in agreeing to the Service Fees. Provider waives the right to impose any ancillary fees or surcharges above and beyond the negotiated Service Fees.

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any oral or written agreement to the contrary now existing or hereafter entered into between Provider and Covered individuals or persons acting on their behalf.

vi. If payment of an amount sought in a claim is denied or reduced by One Call or its Client, Provider shall adjust Covered Individual copayments pursuant to the Agreement or approved in advance, and in writing by an authorized representative of One Call's Provider Relations Department. Services that are outside of Provider's regular service area, which is defined by its code or county boundaries in the Provider's One Call profile, are managed under a Single Referral Agreement ("SRA") that allows for associated one-time rate negotiations.

B. The Service Fees are based on an initial assessment of certain key factors, including, for example, projected referral volume and the current regulatory landscape. Provider understands that One Call will periodically review these key factors in order to identify any material changes thereto and that One Call may revise the Service Fees in accordance with the Amendments section.

C. Invoicing

i. Provider shall submit to One Call a Clean Invoice within thirty (30) days from date of the relevant Service. Except as otherwise required by law and subject to the provisions of this Agreement, One Call shall use commercially reasonable efforts to pay Provider no later than twenty (20) days (for individual owner-operator providers) and thirty (30) days (for agency providers), respectively after One Call's receipt of a Clean Invoice. One Call reserves the right to deny payment for any invoice One Call receives more than ninety (90) days from the date of Service (the "Invoice Submission Period"), and Provider's need to resubmit any invoice for any reason shall not extend beyond the Invoice Submission Period. Transportation Provider will be reimbursed accordingly to the "Invertimates presented in the event the invoice is submitted within 90 days" even while under review.

ii. All invoices shall be submitted to One Call only. Provider agrees that in no event, including but not limited to non-payment by One Call or Client, involuntarily or breach of this Agreement, shall Provider or any of Provider's Personnel bill, charge, attempt to collect, a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against any Client, Covered individual or any other persons other than One Call, for Services provided pursuant to this Agreement. PROVIDER EXPRESSLY AGREES NOT TO BALANCE-BILL ANY CLIENT OR COVERED INDIVIDUAL FOR ANY AMOUNTS WHICH MAY BE DUE TO PROVIDER UNDER THIS AGREEMENT OR OTHERWISE BETWEEN THE PARTIES. PROVIDER EXPRESSLY ACCEPTS PAYMENT OF THE SERVICE FEES FROM ONE CALL AS FULL AND FINAL SATISFACTION OF ALL AMOUNTS DUE PROVIDER. FOR THE AVOIDANCE OF DOUBT, SHOULD PROVIDER SUBMIT AN INVOICE TO ONE CALL, ANY CLIENT OR ANY COVERED INDIVIDUAL IN EXCESS OF THE AMOUNT OWED OR PAID BY ONE CALL TO PROVIDER, PROVIDER SHALL BE PROHIBITED FROM SEEKING THE DIFFERENCE BETWEEN THE INVOICED AMOUNT AND THE PAID AMOUNT FROM ONE CALL. THE CLIENT, THE COVERED INDIVIDUAL OR ANY OTHER PARTY OR PERSON, PROVIDER FURTHER AGREES TO WAIVE ITS RIGHT TO FILE A LITIGATION (OR SUCH SIMILAR SECURITY INSTRUMENT) AGAINST ONE CALL, ANY CLIENT OR ANY COVERED INDIVIDUAL FOR ANY AMOUNTS ALLEGED TO BE DUE IN EXCESS OF SERVICE FEES. The prohibitions in this Section do not prohibit Provider from billing a Covered individual for co-payment or deductible amounts, but only where applicable.

iii. To avoid misunderstanding and disputes, in each case before providing transportation to a Covered individual that is not covered Service hereunder, Provider shall (i) inform the Covered individual that the transportation is not a covered Service and will not be paid for by One Call or Client, and (ii) obtain the Covered individual's agreement to pay for such transportation after being so advised.

iv. Neither Provider nor any Provider Personnel shall claim payment in any form, directly or indirectly, from a Federal health care program for items or services covered under this Agreement.

v. The provisions of Section 3.C.ii of the Agreement as may have been amended, amended or modified hereunder (i) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration (ii) shall be construed to the benefit of Covered individuals and will supersede any other terms, conditions, or agreements between the parties.

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E. Deactivation. Notwithstanding any of the termination rights herein, One Call may, in its sole discretion and/or at the request of a Client, deactivate Provider from the Provider Network at any time during the Term. Deactivation will not cause this Agreement to terminate, but may prevent Provider from receiving Referrals from One Call. Upon any deactivation, One Call's Provider Quality and Confidentiality Committee policy and procedure will be implemented and followed, which provides Provider the right of appeal.

F. Remedies. The remedies for breach of this Agreement as provided herein are cumulative and in addition to any and all other remedies available at law or in equity, including without limitation the right to monetary damages and injunctive relief.

G. Provider shall and shall require any Provider Personnel to obtain One Call's and One Call Client's prior written approval of any communications to Covered Individuals regarding the expiration or termination of this Agreement.

H. Insurance. Provider shall maintain insurance coverage in accordance with the applicable Product Specific Addenda. Addendum 1.

I. Indemnification. To the extent allowable by law and/or regulation, each Party will indemnify and hold harmless the other Party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of the indemnifying Party and/or of its officers, directors, shareholders, employees, agents, and representatives under this Agreement.

CONFIDENTIALITY

A. Confidential Information. The parties understand that to perform the Services and obligations contemplated by this Agreement it is necessary for the parties to exchange certain confidential and proprietary information regarding their operations, customers, and other sensitive details that the parties consider confidential. This confidential and proprietary information (Confidential Information) whether disclosed prior to or after the Effective Date includes but is not limited to: (1) the other party's information regarding its systems, methods, processes, and technology (software and hardware); (2) the other party's trademarks, trade dress, copyrights, patents, trade secrets, logos, images and other intellectual property rights; (3) data regarding the identity of One Call's Clients and their Covered Individuals, including their medical records, their names and contact information (e.g., email addresses and internal phone numbers) that have not been disclosed to the public; (4) Provider's customers and/or clients, contact persons and their addresses; (5) the other party's pricing, pricing methods and billing practices; (6) the other party's marketing and financial plans; (7) the other party's business proposals, and bids and any related letters, memoranda, agreements, and other internal documents, and (8) financial or other information regarding the other party.

B. Exceptions to Confidential Information. Confidential information shall not include any information that: (1) is or becomes available to the public through the fault of the receiving party; (2) was known to the receiving party prior to its receipt from the disclosing party; (3) is independently developed by the receiving party without use of Confidential Information received from the disclosing party; or (4) is received by the receiving party from a third party having no obligation of confidentiality to the disclosing party.

C. Disclosure of Confidential Information. Except upon order of government authority having jurisdiction or as required by North Carolina Public Records law and pursuant to a public Records request or in the normal course of business of One Call's communications with Clients, potential Clients, representatives or agents of Clients or potential Clients, and in fulfilling such Client's or potential Client's requests for network or provider information, or upon written consent by the other party or in the case of Provider's Personnel, One Call and Provider covenant and agree that they shall not disclose to third parties or use for their own benefit or the benefit of any third party any Confidential Information entrusted by the other party, its customers/Clients or the Covered Individuals in the performance of Services pursuant to this Agreement. The parties

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specifically intend that the text of this Agreement be considered proprietary information protected hereunder. Provider further agrees that it shall not disclose to any other party the existence or nature of any arrangement between One Call and any third party billing or administrative agent as pertains to Referrals. Notwithstanding the foregoing, Provider acknowledges and agrees that claims, data and other information submitted to One Call pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or State governments under Federal health care programs and payments that Provider receives under this Agreement may be in whole or in part, from Federal funds.

D. Return of Confidential Information. Each party retains all rights in its Confidential Information. Provider agrees to return any and all of One Call's property and Confidential Information in Provider's possession immediately upon termination of this Agreement by either party. Provider acknowledges that its failure to return One Call's property or Confidential Information could delay payment of any outstanding invoices.

E. Confidentiality of this Agreement. The parties acknowledge and agree that this Agreement, including its existence and the content herein, including specifically, but without limitation, the Service Fees and all State-Product Specific Service Fees, Attachments, constitutes confidential and proprietary business information as between Provider and One Call and shall not be reproduced, shared, disseminated or disclosed to any entity or person without mutual consent (unless required by law).

F. Publicity. Except as otherwise provided herein, neither party shall use the name or logo of the other party for marketing or any other purpose without the prior written consent of the other party.

G. Business Associate Agreement. The parties hereby enter into the Business Associate Agreement ("BAA") and agree to comply with the BAA at all times. The BAA is fully incorporated into and made a part of this Agreement. One Call reserves the right to update the BAA from time to time if required to comply with applicable law and shall provide written notice to Provider. Any such updates will be automatically incorporated into and made a part of this Agreement.

H. Injunctive Relief. The parties agree that the remedy for violation of its confidentiality provision or the BAA may include injunctive relief since damages are neither reasonably ascertainable nor certain in any manner.

RESTRICTIVE COVENANTS

A. Non-Interference. During the Term, Provider shall neither interfere with nor obstruct the economic advantages or contractual relationships whether written or verbal between One Call and its Clients. Provider further agrees that it may not contact any Client or Covered individual for which One Call brokered Services via Provider except as solely necessary for Provider to render such Services. For the avoidance of doubt, this provision expressly prohibits Provider from, without consent, contacting any Client and/or Covered individual, or accepting offers from any Client and/or Covered individual for the purpose of or having the result of (a) seeking to assume control of the care for such Covered individual directly without the oversight of One Call; (b) otherwise diverting or attempting to divert any business from One Call or any successor or (c) otherwise inducing, requesting, advising or persuading any Client to cease to do business with or reduce the amount of business which such Client has customarily done or is reasonably expected to do with One Call or any successor.

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C. Non-Solicitation of Employees. During the Term and for a period of twelve (12) months thereafter, Provider shall not directly or indirectly, solicit any employment any current employee or independent contractor of One Call without One Call's prior written consent. This Section 9.C shall not prohibit Provider from hiring any person who responds to a general advertisement, including but not limited to, advertisements or solicitations through newspapers, trade publications, periodicals or internet database or efforts by any recruiting or employment agencies not specifically directed at employees of One Call.

D. No Steering. Provider shall not, and shall require its Personnel not to directly or indirectly, solicit any Member to join a competing health plan, induce any

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Member to cease doing business with One Call or One Call's health plan Client or engage in steering of Federal health care program beneficiaries in a manner proscribed by laws or government contract requirements

RELATIONSHIP OF THE PARTIES

A. Independent Contractors

1. This Agreement is between two unequal independent business enterprises that are separately owned and operated. The parties intend this Agreement to create a relationship between independent contractors and not that of employer and employee. The parties are not employees, agents, joint venturers or partners of each other for any purpose. One Call does, not, and shall not be deemed to direct or control Provider generally or in Provider's performance under this Agreement specifically including in connection with Provider's provision of the Services or Provider's acts or omissions. Provider retains the sole right to determine whether or not to accept or reject Referrals from One Call. Neither One Call nor Provider shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement. Provider has no authority to hold him/herself out as an employee, agent or authorized representative of One Call.

II. Except as otherwise may be required by any One Call Client and set forth in the applicable Protocols, One Call shall have no right to require Provider to (a) display One Call's name, logo or colors on Provider's person or within Provider's place of business or to wear a uniform or any other clothing displaying One Call's name, logo or colors.

III. Provider agrees that neither it nor any of its Personnel will make any representations that it or they are an employee of One Call. As an independent contractor, Provider recognizes that it is not entitled to unemployment benefits following termination of the parties' relationship.

B. Non-Exclusivity

I. The parties expressly acknowledge and agree that One Call intend to use Provider on an as needed basis. Provider shall not, on true a sustained level of Referral volume, asserting over a period of time, is a commitment, representation or estimation of the volume of Referrals One Call may direct to Provider in the future (e.g. for the purpose of calculating future damage, bid or lost profits, which are prohibited pursuant to the Limitation of Liability provision below).

II. Nothing in this Agreement requires One Call to send Referrals to or purchase services from Provider. One Call is entitled to request information proposals or competitive bids from third parties for any products or services, whether the same or similar to the Services provided by Provider under this Agreement and whether on the same or different terms than those in this Agreement. Subject to any restrictions in this Agreement, Provider is entitled to provide products or services, whether the same or substantially similar to its Services hereunder, to other parties as it provides to One Call. Nothing in this Agreement is intended as an exclusive relationship agreement.

PROVIDER'S PERSONNEL

A. General. Provider shall furnish at its own discretion, selection and expense any and all of its Personnel. Provider shall be solely responsible for the direction and control of its Personnel, if any performing labor pursuant to this Agreement, including their selection, hiring, firing, supervision, assignment and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. Provider shall determine the method, means and manner of the performance of the work of its Personnel. To the extent Provider uses Personnel to perform any of the Services contemplated by this Agreement, Provider understands and hereby warrants that it will only use Personnel that meet all of the requirements applicable to Provider as described in this Agreement. In signing this Agreement, Provider certifies that the Personnel utilized in performing Services pursuant to this Agreement meet all industry and regulatory standards and qualifications. Provider further certifies that any Personnel that Provider assigns to perform Services under this Agreement will possess the requisite licenses and

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permits required of Provider under this Agreement, and will have accomplished all other prerequisites necessary to perform such services required by the state or states and locality or localities in which the Services are to be performed.

B. Subcontractors. Provider shall notify One Call at time of acceptance of a Referral of its intent to utilize one or more subcontractors in the provision of Services for the Referral (accepting however when in the normal course of business a public transportation system coordinates the transport of a Covered Individual with another public transportation system such notice shall not be required). Such notification shall include the name of the subcontractor and the capacity in which the subcontractor will be providing the Services. One Call shall not be liable to Provider for reimbursement of any Services performed in whole or in part by any subcontractor not identified by Provider in accordance with this Section. One Call reserves the right, at its sole discretion and for any reason or no reason, to reject Provider's use of a subcontractor and may elect to redirect all or any portion of the Referral to another Provider or may require additional terms and conditions be applicable to the Referral due to Provider's use of subcontractors. Provider shall remain fully responsible and liable for ensuring subcontractors meet the credentialing requirements required of Provider herein and for any and all acts or omissions of such subcontractors in the provision of Services. Provider further agrees that its subcontractors shall be contractually (i) bound to comply with the same proof of insurance and notice requirements applicable to Provider as set forth in the Insurance Section and (ii) forbidden to bill One Call or any Client or Covered Individual for any reason whatsoever. Furthermore, in the event Provider identifies a subcontractor that is also contracted with One Call to provide the same or similar Services, One Call reserves the right in its sole discretion to equitably adjust the fees payable to Provider under this Agreement, and such payment shall serve as full and final payment for such Service(s).

C. Payment of Provider Personnel. Provider assumes full and sole responsibility for the payment of all wages, benefits and expenses of its Personnel, if any, and for all state and federal income tax withholdings, unemployment insurance and social security taxes as to Provider and all persons employed by Provider in the performance of the Services, and Provider shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto. One Call shall not be responsible for the wages, benefits or expenses due Provider's Personnel nor for income tax withholding, social security, unemployment or other payroll taxes of Provider's Personnel.

D. Control of Provider Personnel. One Call shall neither have nor exercise disciplinary authority or control over Provider's Personnel, shall have no authority to supervise or direct Provider's Personnel in the performance of their work for Provider and shall have no authority or right to select, approve, hire, fire or discipline any of Provider's Personnel. Provider shall temporarily remove any Provider Personnel involved with the delivery of the Services upon the request of One Call or any Client. Pending investigation results, would then justify if permanent.

E. Taxes. One Call's not authorized to withhold state or federal income taxes, social security taxes, unemployment insurance taxes, or any other local, state or federal tax on behalf of Provider or Provider's Personnel if mandated by a court of law with proper authority and jurisdiction. One Call shall comply with the terms of a garnishment order, as required by law. One Call will comply with any and all applicable requirements of local, state, or federal law to report payments One Call makes to independent contractors. Provider will be notified of any such reports made by One Call regarding Provider's services to the extent required by applicable law.

DISPUTE RESOLUTION PROVISION

A. Choice of Law. The choice of law provisions contained in this Section do not apply to the Arbitration Provision below, such Arbitration Provision being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in the Arbitration Provision, The interpretation of this Agreement shall be governed by North Carolina law without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the Provider's perspective city within North Carolina.

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personnel, physical facilities, equipment and other information necessary for Client or its auditors to conduct the audit. Within thirty (30) business days of One Call's or Client's written request for records or such shorter time period required for One Call or Client to comply with requests of governmental authorities, Provider shall, and shall require its Personnel to, compile and prepare and furnish all such records to as directed either One Call or Client in a form and format reasonably requested by Client. Copies of such records shall be at no cost to One Call or One Call's Client.

II. To the extent allowable by law and/or regulation, Provider shall and shall require its Personnel to make available to One Call or One Call's Client, upon request, Provider's or Personnel's records relating to termination of this Agreement if such termination is related to audit findings, fraud, waste and abuse concerns, or exclusion from Federal health care programs.

D. The requirements of this Agreement regarding records, access and audit shall survive expiration or termination of this Agreement.

STATE-SPECIFIC PROVISIONS AND FEDERAL-SPECIFIC MODIFICATIONS

A. State-Specific Provisions. Certain provisions of this Agreement are subject to modification due to state mandated rules and regulations. A list of the state-specific provision that apply to this Agreement (the "State-Specific Provisions") are set forth in each State Product-Specific Appendix. The State-Specific Provisions are incorporated into and made a part of this Agreement. One Call reserves the right to update the State-Specific Provisions from time to time where required by law with notice to Provider and any such updates will be automatically incorporated into and made a part of this Agreement.

B. Federal-Specific Modifications. Provider acknowledges that One Call may from time to time enter into agreements with federal entities, or on behalf of federal entities or programs that require One Call to include certain provisions in its agreements with its contractors, subcontractors, providers or other third parties. To the extent such requirements are levied upon One Call such that Provider is deemed a "subcontractor" by such federal entity or program as pertains to the provision of Services by Provider or all Referrals associated with such federal agreements or programs, Schedule C – Federal-Specific Modifications, shall apply thereto and will be attached and incorporated herein by reference. One Call reserves the right to update the Federal-Specific Modifications from time to time where required by law with notice to Provider and any such updates will be incorporated herein and shall take precedence over any conflicting provision, otherwise, set forth in this Agreement.

14. **NOTICES.** Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand to the address specified below, (ii) when received by the other party after being sent by overnight courier service to the address specified below (return receipt requested) or by United States Mail postage prepaid by certified mail (return receipt requested) or by address specified below, (iii) when sent by electronic mail to the address specified below or (iv) when posted by One Call to the Provider Portal. Any notice Provider wishes to give hereunder must identify in writing the Provider's legal name, the type of Services Provider performs, hereunder and the Effective Date of the Agreement.

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available information included in One Call's directory of Providers. One Call may also use Provider's name in marketing brochures and other marketing literature, without the prior consent of Provider, in its discretion, for the purpose of identifying Provider's contract with One Call and otherwise to carry out the terms of this Agreement.

25. **WAIVER.** No failure on the part of either One Call or Provider to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

26. **SEVERABILITY.** The parties hereto agree and understand that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions or provisions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be unenforceable.

27. **FORCE MAJEURE.** Each party hereto shall be excused from performance hereunder for any period during which it is prevented from performing any Services pursuant hereto in whole or in part, as a result of delays caused by another party or an act of God, war, civil disturbance, labor dispute of another party or any third party, or other cause beyond its reasonable control and when it could not have prevented by reasonable precautions, and such nonperformance shall not be a default hereunder as a ground for termination hereof provided, however, that the nonperformance continues for a period of thirty (30) days or more, then either party may immediately terminate this Agreement in the event that a party is excused from performance pursuant to this paragraph, then that party shall take all reasonable actions to resume, or provide alternative performance or its obligations hereunder as soon as feasible.

28. **HEADINGS, REFERENCES.** All headings used herein are used for convenience only and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

29. **THIRD PARTY BENEFICIARIES.** One Call's Affiliates and its parent companies are named third party beneficiaries of this Agreement.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, each of which shall be deemed an original, including facsimile and electronic versions. A reference to a signature or to anything being signed or executed includes electronic signatures to the extent and as provided for in any applicable law. Electronic signatures (including those effectuated via DocuSign®) have the same legal effect, validity or enforceability as manually executed signatures.

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and to their respective successors and assigns, provided however that in the event Provider objects for any reason to such assignment, it shall have the right to terminate this Agreement, pursuant to Section 5. Any assignment not permitted hereunder shall be null and void and of no force or effect.

21. **CHANGE IN PROVIDER'S STATUS**

A. **Change of Control.** In the event Provider undergoes a Change of Control, Provider shall give written notice to One Call within five (5) days of such occurrence. This notice will set forth the transaction with sufficient detail to enable One Call to reasonably determine whether or not such transaction may affect One Call's rights under this Agreement.

B. This Agreement shall be binding upon the successor interest to Provider following any Change of Control. Therefore, it is Provider's obligation to notify any such successor in interest of the existence and binding nature of this Agreement in advance of the Change of Control.

B. **Other Changes.** Provider agrees to notify One Call thirty (30) days prior to any material change in its status other than a Change of Control, including, but not limited to, any change in corporate name, address, change in equipment, taxpayer identification number or provider rendering services pursuant to this Agreement.

C. **Failure to Notify.** Provider's failure to notify the successor interest following a Change of Control will not relieve such successor in interest's obligation to perform pursuant to the terms of and be bound by this Agreement.

D. **Breach.** Any Change of Control of Provider without the requisite notice shall be a breach of this Agreement.

22. **ADVICE OF COUNSEL.** Each party acknowledges having had the opportunity to be represented by and/or advised by independent counsel of its own choice throughout all negotiations preceding execution of this Agreement. Hereafter, the terms of this Agreement shall be given a neutral interpretation and any ambiguities or uncertainties in this Agreement shall not be construed against any party.

23. **COOPERATION.** Provider agrees to cooperate with One Call with regard to future litigation in any way related to Provider's services under this Agreement. For example, Provider agrees to make any such personnel available to review documents, answer questions and/or appear as a witness in any such litigation per One Call's request. Provider also agrees to notify One Call should Provider be subpoenaed or otherwise contacted by anyone regarding litigation involving a Client or a Covered individual.

24. **AUTHORIZATION TO USE NAME AND STATUS.** One Call shall have the right but not the obligation to market the network in which Provider participates, and to arrange to have Provider's name, address, telephone numbers, and other pertinent publicity

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will be binding, unless Provider objects in writing to One Call within twenty (20) business days of the receipt of such notice.

The Agreement, together with the incorporated documents listed above, constitutes the entire agreement between One Call and Provider with respect to the subject matter hereof. This Agreement supersedes all prior promises, agreements, communications, representations, warranties and understandings of the parties and their Affiliates and subsidiaries, oral and written, with respect to the subject matter hereof. For purposes of this Section, the term "Affiliates and subsidiaries" includes, without limitation, One Call Medical, Inc., One Call Care Diagnostics, Align Networks, SmartComp, LLC, MSC Group, Inc., TechHealth, Inc., Integrated Healthcare Services, LLC, Total Mobility and Modification Services, Inc., Total Medical Solutions, Inc., OCM IPA, Inc. and One Call Government Solutions, LLC.

16. **RELEASE OF PRIOR CLAIMS.** In consideration of entering into the Agreement, and for other adequate consideration, the receipt of which is hereby acknowledged, Provider releases, waives and forever discharges One Call from any and all known claims, demands, actions, suits, liens, obligations, costs, fees, charges, liabilities, losses, damages and causes of action of every kind and character, whether asserted or unasserted, in law or in equity, for or by reason of any matter, cause or thing whatsoever concerning, related to or arising out of the parties' dealings (including, without limitation, any agreement(s) between the parties, whether written or oral) from the beginning of time through the date of this Agreement.

17. **COMMUNICATIONS.** Provider expressly consents to receiving communications from One Call via any means including, without limitation, telephonically including via automatic telephone dialing systems) interactive voice response, electronic mail and facsimile. Provider expressly agrees to waive Provider's rights under the Telephone Consumer Protection Act of 1991 as such rights relate to communications Provider receives from One Call including, without limitation, Provider's right to revoke the consent given in the preceding sentence. For the avoidance of doubt, any dispute arising under this Section or any alleged violation of the TCPA shall be subject to the Arbitration Provisions on and decided pursuant to the terms hereunder. Provider expressly agrees that the foregoing consent and waiver applies to all communications from One Call prior to and after the Effective Date. Provider shall, upon request, certify based on its best knowledge, information and belief that all data and other information directly or indirectly reported or submitted to One Call pursuant to this Agreement is accurate, complete and truthful.

18. **CONFLICT OF INTEREST.** Provider represents and warrants that it has given to commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value to any employee or agent of One Call or anyone else in connection with this Agreement. Provider shall notify One Call immediately of any such solicitation by any One Call employee or agent.

19. **AMENDMENTS.** With the exception of the Service Fees or other provisions that have been negotiated and mutually agreed to in writing signed by both parties, all of the provisions of this Agreement may be amended from time to time upon written notice of such amendment by One Call to Provider. Any such amendment, which is typically required by changes in state or federal regulation, shall be binding upon Provider as of the date of One Call's written notice of such amendment to Provider unless Provider objects to such amendment in writing to One Call within twenty (20) business days of the receipt of such notice. No other amendment including, without limitation, modifications to the Service Fees, shall be valid unless it is in writing and is signed by an authorized representative of each of the parties. Unless changes are made to the arbitration provisions herein, Provider acknowledges and agrees that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

20. **ASSIGNMENT.** This Agreement, being intended to secure the services of Provider, shall not be assigned, delegated or transferred in any manner by Provider without the written notice to One Call immediately following such assignment, provided however that in the event that One Call objects for any reason to such assignment, it shall have the right to immediately terminate this Agreement pursuant to Section 5. This Agreement may be assigned by One Call with written notice to Provider to any entity, agency or instrumentality having authority to accept such assignment. Upon the making of any assignment permitted hereunder, this Agreement shall be binding upon and inure to the benefit of the parties.



Notices to One Call shall be delivered to:

One Call
841 Prudential Dr., Suite 204
Jacksonville, FL 32207, Attn: Provider Relations Network Program
Email to: _____

With a Copy to:

One Call
841 Prudential Dr., Suite 204
Jacksonville, FL 32207, Attn: Legal Dept

Notices to Provider shall be delivered to:

To the physical address reflected on the Signature Page of this Agreement. Provider shall submit all changes to such Notices address in writing to the addresses and recipients listed above for One Call.

Either party may at any time designate a different person to whom notice shall be given by delivering a written notice to that effect to the other party identifying such person and his/her address.

In addition to any other notices required under this Agreement, Provider shall give notice to One Call within five (5) business days of the occurrence of any event that could reasonably be expected to impair the ability of Provider to comply with the obligations of this Agreement, including any of the following: (a) an occurrence that causes any of the representations and warranties in this Agreement made by Provider to be inaccurate; (b) Provider or Provider's Personnel fails to maintain insurance as required by this Agreement; (c) Provider, or any of its Personnel, is licensed, certification or accreditation expires; or (d) a judgment or revoked or (d) a grievance or civil legal action is filed by a Covered individual against Provider or Provider's Personnel.

15. **ENTIRE AGREEMENT.** Any and all of the following documents that may exist between the parties, as amended or updated from time to time, are incorporated into and made a part of this Agreement by this reference:

- A. The Signature Page
- B. The Standard Terms & Conditions (incl. the BAA)
- C. Schedule A – Glossary
- D. Schedule B – Arbitration Provision
- E. Schedule C – Federal-Specific Modifications (when applicable)
- F. Product Specific Addenda
- G. State-Product Specific Appendices
- H. Attachments to State-Product Specific Appendices
 - i. Service Fees
 - ii. Credentialing Requirements
 - iii. Protocols
- I. Any and all exhibits attached hereto
- J. Provider's submitted Credentialing Application
- K. Any and all incorporated references

One Call reserves the right to update its Credentialing Requirements and Protocols from time to time at its sole discretion, including, without limitation, Billing Protocol or any other policy posted on the One Call Provider Portal. It is otherwise communicated to Provider.

In addition, One Call reserves the right to update from time to time at its sole discretion the description of Services and add such other schedules as it may elect. All such updates and changes shall be submitted in writing to Provider. The updates and changes

SCHEDULE A

GLOSSARY

- 1

"Affiliate" means an entity controlled by, controlling or under common control with another entity, regardless of whether such affiliation became effective before, during or after the Term.
- 2

"Change of Control" means when a party's controlling interest is acquired by another entity which, as of the date of such acquisition, neither controls, nor is controlled by nor is under common control with such party. For the avoidance of doubt, a Change of Control includes transactions in which Provider sells all or the majority of its business to another entity, or transfers a majority of its voting rights to a third party.
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"Clean Invoice" means a Provider invoice for Service(s) that is in accordance with the most recently supplied One Call Billing Protocol (which One Call reserves the right to change from time to time in its sole discretion) and the Service Fees.
- 4

"Client" means an organization (either public or private) or a health maintenance organization, an insurance company, a self-insured employer, a union welfare fund or other managed care organization that provides a benefit plan to Covered Individuals which has agreed to associate with One Call to make use of One Call's brokering services.
- 5

"Covered Individual" means a person participating in a benefit plan administered by a Client or otherwise receiving products and services hereunder.

[END OF GLOSSARY]

- 5

"Parameter" means the specified requirements for the performance of a trip (i.e., attendant required, bariatric member/wheelchair, two-man assist, etc.).
- 7

"Personnel" means, collectively, any and all of Provider's employees, subcontractors, franchisees, representatives or other agents required or incidental to the performance of the Services, contemplated by the performance of this Agreement.
- 8

"Provider Network" means One Call's proprietary network of product/service providers.
- 9

"Services" means the Transportation services.
- 10

"Transportation" means Non-Emergent Medical Transportation ("NEMT") of Covered Individuals including (without limitation), ground and air transportation, as more specifically set forth in the Product Specific Addenda.

SCHEDULE B

ARBITRATION PROVISION

Note: for purposes of this Schedule B, the term "you" or other applicable pronoun refers to Provider.

1. IMPORTANT NOTES REGARDING THIS ARBITRATION PROVISION

A. Except as provided below, arbitration does not limit or affect the legal claims you may bring against One Call. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.

B. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties dispute is decided by a private arbitrator selected by the parties, using the process set forth herein. Other arbitration rules and procedures are also set forth herein.

C. **IMPORTANT: This Arbitration Provision will require you to resolve any claim that you may have against One Call on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision.** Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq.) against One Call, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against One Call by someone else.

D. **WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.**

2. HOW THIS ARBITRATION PROVISION APPLIES

A. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates.

B. Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.

C. Except with respect to the Class Action Waiver defined below, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court of law. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability or validity.

D. Except as it otherwise provides, this Arbitration Provision also applies without limitation to all disputes between you and One Call, as well as all disputes between you and One Call's officers, administrators, affiliates, subsidiaries, parents, and

all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with One Call, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by One Call and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

E. This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes, which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

3. **LIMITATIONS ON HOW THIS AGREEMENT APPLIES.** The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply to: (a) a representative action brought on behalf of others under PAGA (California Labor Code § 2698 et seq.) to the extent waiver of such claim is deemed unenforceable by a court of competent jurisdiction; or (b) claims for workers' compensation, state disability insurance and unemployment insurance benefits.

4. SELECTING THE ARBITRATOR AND LOCATION OF THE ARBITRATION

A. The arbitrator shall be selected by mutual agreement of One Call and you. Unless you and One Call mutually agree otherwise, the arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who resided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an arbitrator, then an arbitrator will be selected using the JAMS Arbitration & Mediation Services ("JAMS") method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply, however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>

B. Any arbitration proceeding commenced hereunder shall be subject to exclusive jurisdiction in the City of Jacksonville, Florida.

5. **INITIATING THE ARBITRATION.** All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party, within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to One Call shall be provided to One Call, 8411 Prudential Dr., Suite 204, Jacksonville, Florida, 32207 Attention: Legal Department. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

6. **HOW ARBITRATION PROCEEDINGS ARE CONDUCTED.** You and One Call agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class, collective action, or representative basis ("Class Action Waiver"). The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other

than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action, and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

7. PRIVATE ATTORNEY GENERAL ACT. Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) you agree not to bring a representative action on behalf of others under PAGA, California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis – i.e., where you are seeking to pursue a claim on behalf of a government entity – you agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding; i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law). (“PAGA Waiver.”) Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement, (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the parties’ attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision, and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determined that the PAGA Waiver is unenforceable with respect to those claims, the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

3. ATTORNEYS’ FEES AND ARBITRATION COSTS. In any arbitration proceeding hereunder, the arbitrator shall award, and the prevailing party shall recover from the non-prevailing party, its attorneys’ and paralegal fees and costs incurred in connection with the arbitration. Costs shall include all costs of the arbitrator and the arbitration proceeding.

*To the extent the terms in this Schedule B differ from the terms of the Agreement, the terms in this Schedule B shall control.

[END OF SCHEDULE B]

9. YOUR RIGHT TO OPT OUT OF ARBITRATION. Arbitration is not a mandatory condition of your contractual relationship with One Call. If you do not want to be subject to the Arbitration Provision, you may opt out of this Arbitration Provision by notifying One Call in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within thirty (30) days of the date this Agreement is executed by you, electronic mail to legal@onecall.com, stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to:

One Call
841 Prudential Dr., Suite 204
Jacksonville, Florida, 32207
Attention: Provider Relations Network programs

With a Copy to (at the same address), ATTN: Legal Department

In order to be effective, the letter under option (2) must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within thirty (30) days of the date this Agreement is executed by you. Your writing opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Agreement and maintained by One Call. Should you not opt out of this Arbitration Provision within the 30-day period, you and One Call shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

10. FULL AND COMPLETE AGREEMENT RELATED TO FORMAL RESOLUTION OF DISPUTES, ENFORCEMENT OF THIS AGREEMENT. This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement except as stated below. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

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ONE CALL BUSINESS ASSOCIATE AGREEMENT

BACKGROUND

Whereas, Provider and One Call, together with its Affiliates and subsidiaries (“Business Associate”), have a business relationship pursuant to which Provider provides certain services for Business Associate (the “Services”), and may be parties to one or more written agreements governing such relationship (the “Services Agreements”);
Whereas, Business Associate serves as a business associate to its customers, which may be covered entities (each a “Covered Entity”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and is implemented by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”);
Whereas, pursuant to the Services Agreements(s), Provider may use, disclose, receive, transmit, or create from or on behalf of Business Associate, protected health information (“PHI”) as defined by the Privacy Rule;

Whereas, the parties are committed to complying with the Privacy Rule, the Security Rule, HIPAA, and HITECH;
Provider acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 et seq., apply to Provider in the same manner that such actions apply to Business Associate. This Agreement sets forth the terms and conditions pursuant to which PHI and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship. All capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule, HIPAA, HITECH and the Services Agreement(s).
Provider and Business Associate hereby enter into this Business Associate Agreement (this “BAA”) on the following terms and conditions:

ARTICLE 1 PERMITTED USES AND DISCLOSURES OF PHI

- 1.1 Unless otherwise limited herein, Provider may:
- (a) use or disclose PHI to perform functions, activities, or services for, or on behalf of, Business Associate as requested by Business Associate from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the Standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, or violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security;
 - (b) disclose PHI for the purposes authorized by this BAA only (i) to its employees, subcontractors and agents, (ii) as directed by this BAA, or (iii) as otherwise permitted by the terms of this BAA; and
 - (c) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- 2.1 **Responsibilities of Provider.** With regard to its use and/or disclosure of PHI, Provider shall:
- (a) use and/or disclose the PHI only as permitted or required by this BAA or as otherwise Required by Law;
 - (b) report to the privacy officer of Business Associate, in writing:
 - (i) any use and/or disclosure of the PHI that is not permitted or required by this BAA at which Provider becomes aware; and
 - (ii) any breach of unsecured PHI as specified by HITECH, within five (5) business days of Provider’s determination of the occurrence of such unauthorized use and/or disclosure. In such event, Provider shall, in consultation with Business Associate, mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such improper use or disclosure. The notification of any breach of unsecured PHI shall include to the extent possible the identification of each individual whose unsecured PHI has been, or is reasonably believed by Provider, to have been accessed, acquired, used or disclosed during the breach.
 - (c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
 - (d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use or have access to PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Provider pursuant to this BAA;
 - (e) make available all internal practices, records, books, agreements, policies, and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate’s compliance with the Privacy Rule;
 - (f) document disclosures of PHI and information related to such disclosure and, within five (5) business days of receiving a written request from Business Associate, provide to Business Associate such information as is requested by Business Associate to permit Covered Entity or Business Associate to respond to a request by an individual for an accounting of the disclosures of the individual’s PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures as required by HITECH directly to an individual provided that the individual has made a request directly to Provider or Business Associate for such an accounting. At a minimum, Provider shall provide Business Associate with the following information:
 - (i) the date of the disclosure;
 - (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person;
 - (iii) a brief description of the PHI disclosed; and
 - (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Provider, Provider shall, within two (2) business days, forward such request to Business Associate. Provider shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.
 - (g) subject to section 1.4 below, return to Business Associate within twenty (20) business days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;
 - (h) disclose to its subcontractors, agents or other third parties, and request from Business Associate only the minimum PHI necessary to perform or fulfill a specific function acquired or permitted hereunder;
 - (i) if all or any portion of the PHI is maintained in a Designated Record Set
 - (1) upon ten (10) business days prior written request from Business Associate, provide access to the PHI in a Designated Record Set to Business Associate or as directed by Business Associate; the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
 - (2) upon ten (10) business days prior written request from Business Associate, make any amendment(s) to the PHI that Business Associate directs pursuant to 45 C.F.R. § 164.526.

2.5
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4.7 **Entire Agreement.** This BAA constitutes the entire agreement between Business Associate and Provider with respect to the subject matter hereof. This BAA supersedes all prior promises, agreements, communications, representations, warranties and understandings of and between the parties and their Affiliates and subsidiaries, oral and written with respect to the subject matter hereof.

[END OF BUSINESS ASSOCIATE AGREEMENT]

2.2 **Provider acknowledges** that it is between Provider and Business Associate all PHI shall be and remain the sole property of Business Associate.

2.3 **Additional Responsibilities of Provider with Respect to EPHI.** In the event that Provider has access to EPHI, in addition to the other requirements set forth in this BAA relating to PHI, Provider shall:
(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Provider creates, receives, or transmits on behalf of Business Associate as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Provider provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Business Associate in writing, any security incident involving EPHI of which Provider becomes aware within five (5) business days of Provider's discovery of such security incident. For purposes of this Section, a security incident shall mean consistent with the definition set forth at 45 C.F.R. § 164.104, the attempted or successful unauthorized access, use, disclosure, modification, or interference with systems operations, in an information system, in such event, Provider shall, in consultation with Business Associate, mitigate to the extent practicable, any harmful effect that is known to Provider of such improper use or disclosure.

3.4 **Responsibilities of Business Associate.** Business Associate shall, with respect to Provider:
(a) Business Associate shall notify Provider of any limitations in the notice of privacy practices of Business Associate's Covered Entity customers under 45 C.F.R. § 164.520, to the extent that such limitation may affect Provider's use or disclosure of PHI;

(b) Business Associate shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Provider's use or disclosure of PHI;

(c) Business Associate shall notify Provider of any restriction on the use or disclosure of PHI that Business Associate's Covered Entity customers have agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Provider's use or disclosure of PHI;

(d) Business Associate shall not ask Provider to use or disclose PHI in any manner that would not be permissible under the Privacy Rule (as promulgated by Business Associate).

ARTICLE 3 TERMS AND TERMINATION

3.1 **Term.** This BAA shall become effective on the Effective Date and shall continue in effect, unless terminated as provided herein. Certain provisions and requirements of this BAA shall survive to expiration or other termination as set forth herein.

3.2 **Termination.** Business Associate may terminate this BAA and any related agreements if Business Associate determines in good faith that Provider has breached a material term of this BAA, provided, however, that Provider shall have the opportunity to cure such breach to the "satisfactory satisfaction of Business Associate within twenty (20) business days after Provider's receipt of written notice of such breach.

3.3 **Automatic Termination.** This BAA shall automatically terminate, without any further action of the parties upon the termination or expiration of Provider's provision of services to Business Associate.

3.4 **Effect of Termination.** Upon termination or expiration of this BAA for any reason, Provider shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Provider shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Provider to return or destroy any portion of the PHI, Provider shall provide Business Associate with a statement that Provider has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Provider shall extend any and all protections, limitations, and restrictions contained in this BAA to any PHI retained after the termination of this BAA until such time as the PHI is returned to Business Associate or destroyed.

ARTICLE 4 MISCELLANEOUS

4.1 **Survival.** The respective rights and obligations of Provider and Business Associate under this BAA (solely with respect to PHI that Provider retains in accordance with this BAA because it is not feasible to return or destroy such PHI), shall survive termination of this BAA until such time as the PHI is returned to Business Associate or destroyed.

4.2 **Amendments; Waiver.** This BAA may not be modified or amended except in a writing duly signed by authorized representatives of the parties. To the extent that any relevant provision of HIPAA, HITECH, or the Privacy or Security Rules is materially amended in a manner that changes the obligations of Business Associate or Provider, the parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

4.3 **No Third-Party Beneficiaries.** Nothing expressed or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties, and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

4.4 **Notices.** Any notices to be given hereunder to a party shall be made via certified mail or nationally recognized express courier (e.g., FedEx) to the following address. If to Business Associate: One Call 541 Prudential Drive, Suite 204, Jackson, NJ 07207. Attention: Legal Department, and if to Provider, to the address Business Associate has on file for Provider.

4.5 **Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of North Carolina. As provided, however, that any ambiguities in this BAA shall be resolved in a manner that favors the party to comply with the Privacy Rule, and if applicable, the Security Rule.

4.6 **Indemnification.** In the event of any action arising out of this BAA, the indemnification provision set forth in the Service Agreement shall control. If no Service Agreement(s) exists, the prevailing party shall be indemnified to the fullest extent permitted by law, but in no event shall the indemnification exceed the actual costs of expenses incurred by it in connection with such action.

ADDENDUM 1

PRODUCT SPECIFIC ADDENDUM

NON-EMERGENT MEDICAL TRANSPORTATION

Certain provisions of the Standard Terms & Conditions are subject to modification due to the type of Products or Services performed by Provider hereunder (collectively, the "Product Specific Provisions"). The Product Specific Provisions that apply to this Agreement are as follows. These specific product requirements supersede One Call's General Transportation Manual.

TRANSPORTATION

- 1.0 **Performance Requirements.** Providers shall perform Services in accordance with the terms and conditions set forth in this Agreement at the agreed-to rates set forth in the applicable State-Product Service Fees Attachments, shall meet and maintain the credentialing requirements set forth in the applicable State-Product Credentialing Requirements Attachments, and shall comply with all Protocols set forth in the applicable State Product Protocol Attachments, as may modified from time to time.
- 1.1 **Vehicle Requirements.** Provider acknowledges and agrees the vehicle Provider uses in connection with the Services shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the applicable area; (b) owned or leased by Provider, or otherwise in Provider's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kind and in clean and sanitary condition.
- 1.2 The Communications Section (Section 18) of the Agreement is modified to include text message as type of communication Provider expressly agrees to receive from One Call.

2.0 **Background Checks**

- i. This section is intentionally deleted.
- ii. This section is intentionally deleted.

3.0 **Excluded Entity.** Provider represents and warrants that, as of the Effective Date, neither it, nor any of Provider's Personnel is on the list of Excluded Individuals/Entities (as such is defined by the Office of Inspector General). Provider agrees to regularly audit (no less than monthly) its Personnel to insure compliance with the foregoing and will immediately notify One Call in the event that it, or any of its Personnel becomes an Excluded Individual or Entity. In such event, One Call shall be permitted to immediately terminate this Agreement.

4.0 **Insurance Requirements.** Provider agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance for the Products and Services provided pursuant to this Product Specific Addendum during the entire duration of the Agreement and through the fifth anniversary of the termination of this Agreement:

(a) **Worker's Compensation** – The Provider shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000, covering all of Provider's employees who are engaged in any work under this Agreement. If any work is subcontracted, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this Agreement.

b) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000/300,000 Combined Single Limit. (Defensive cost shall be in excess of the limit of liability.)

(c) **Automobile Liability Insurance.** Providers shall maintain insurance coverage in accordance with NCUC Rule R2-3b (a), as may be amended from time to time. Current minimum coverage requires \$1.5 million liability coverage on vehicles with a seating capacity of 15 passengers or less, including the driver, and \$5 million liability coverage on vehicles with a seating capacity of 16 passengers or more. The Provider shall provide this insurance for all automobiles that are:

- i. owned by the Provider and used in the performance of this Agreement;
- ii. hired by the Provider and used in the performance of this Agreement;
- iii. owned by the Provider's employees and used in performance of this Agreement ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

5.0 **Order of Precedence.** Except for the State Specific Provisions set forth in the applicable State Product Specific Appendix, which takes precedence over all other terms of this Agreement, to the extent any terms in this Product Specific Addendum differ from the terms of the Agreement, the terms in this Product Specific Addendum shall control.

[END OF ADDENDUM 1]



APPENDIX NC – PUBLIC AGENCY

(State-Product Specific Appendix)

to

PRODUCT SPECIFIC ADDENDUM 1

NON-EMERGENT MEDICAL TRANSPORTATION

NORTH CAROLINA STATE-SPECIFIC PROVISIONS

WHEREAS, certain provisions of this Agreement are subject to modification due to state-specific rules and regulations. The state-specific provisions that apply to this Agreement (the "State-Specific Provisions") are listed below. These specific product requirements supersede One Call's General Transportation Manual.

NOW THEREFORE, the parties agree as follows:

1. **GENERAL TERMS.** The State-Specific Provisions are fully incorporated into and made a part of the Agreement. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Agreement. One Call reserves the right to update the State-Specific Provisions set forth on this Appendix from time to time, where required by law, with notice to Provider, by modification to this Agreement and any such updates will be automatically incorporated into and made a part of the Agreement. To the extent the State-Specific Provisions differ from the terms of the Agreement (including all other Schedules, the Product Specific Addenda, and all Appendices, Attachments and Exhibits made thereto), the State-Specific Provisions shall control as pertains to the provision of the associated Products and Services in the applicable State.

2. **NORTH CAROLINA.**

2.1 Provider shall at all times comply with any and all State of North Carolina rules and regulations specific to the provision of NEMT within the state of North Carolina.

2.2 **Texting.** Drivers shall not text while driving.

3. These State-Specific Provisions are subject to revision/modification as required by specific health plan requirements as entered into and agreed upon by One Call. Any such revision/modification will be implemented by formal modification to this Agreement, which shall be duly executed by the parties hereto.

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- Rate Per Loaded Mile – Charge applied to each loaded mile of travel required to transport a Covered Individual to a covered benefit / medical appointment			
Ambulatory (Sedan)		\$ 2.00	
Wheelchair		\$ 2.25	
Stretcher		\$ N/A	
BLS			\$ N/A
ALS			\$ N/A
ACLS			\$ N/A
- Per Leg Load Fee – Charge to load a Covered Individual at location of pick-up for a covered benefit / medical appointment			
Ambulatory (Sedan)		\$ 12.00	
Wheelchair		\$ 28.00	
Stretcher		\$ N/A	
BLS			\$ N/A
ALS			\$ N/A
ACLS			\$ N/A

PROVIDER: Duplin County Transportation

Signature: *Dexter B. Edwards*
Name: Dexter B. Edwards
Title: Chairman
Date: April 5, 2021
Provider Type: Transportation - NEMT

ONE CALL
Signature: *Kelly Rosiello*
Name: Kelly Rosiello
Title: VP – Provider Contracting

Note: The Service Fees above do not become effective until initialed and dated by One Call below.

Initial here for Service Fees approval _____
Initialed by: _____

Effective Date of Service Fees: _____
Contract No. 35-133000-023

The State of North Carolina manages all credentialing requirements for Managed Medicaid Providers. One Call will verify the Provider's enrollment with the State of North Carolina and the Provider's continued status as an approved Managed Medicaid provider throughout the Term of this Agreement.

One Call and Provider will comply with the provisions of the NC DHHS Medicaid Managed Care Non-Emergency Medical Transportation Policy Guidance dated February, 18, 2020, as may be amended from time to time. These specific credentialing requirements supersede One Call's General Transportation Manual.

Provider shall, at all times during the term of this Agreement, adhere to the following One Call Protocols These specific product requirements supersede One Call's General Transportation Manual

One Call Transportation Services Referral Information Protocols

- 1 Provider shall contact One Call via one of the methods below for any referral or authorization questions or requested changes. Any variation from the level of service (e.g., adding a leg to the trip) without prior authorization from One Call may result in reduced or non-payment.
 - a Phone (877) 598-7640
 - b Email onecall@onecallnc.com
- 2 In the event of emergency while transporting member, provider / driver shall immediately call 911 for further instruction
- 3 In the event of accident, provider / driver shall first ensure the safety of the member, themselves, and others involved in the accident. As soon as practical after an accident, provider / driver shall notify One Call.
- 4 If the provider / driver encounters behavioral issues with the member during transport, the provider / driver shall call One Call at 877-598-7640 for additional instruction. The provider / driver shall not drop off the member in route and leave the member stranded without transportation. If the provider / driver determines that the member's behavioral issues are a threat to themselves or cause a safety issue while driving, the provider / driver shall safely pull the vehicle over in a safe location and stop the vehicle. The provider / driver shall call 911 for assistance when their safety or the member's safety is at jeopardy.
- 5 Provider / driver must notify One Call within 15 minutes of scheduled pickup time of any issues with address location, member not at pickup location, etc. for further instruction.
- 6 Public Transit driver shall allow member 5 minutes after scheduled pickup time to come to the vehicle before determining a member no-show. Private Provider / driver shall allow member 15 minutes after scheduled pickup time to come to the vehicle before determining a member no-show. Provider / driver shall notify One Call of member no-show before leaving the pickup location for further instruction.
- 7 Provider or driver must notify One Call immediately upon becoming aware of any delay in arriving or early arrival of more than 15 minutes prior to scheduled pick-up time.
- 8 Provider or driver must notify One Call at least 24 business hours before scheduled pickup time if the provider / driver is not able to pick up member.
 - a 24 business hours equals one (1) full twenty-four (24) hour day Monday through Friday.
 - i Notification for a Monday pickup must be provided no later than the Friday before
 - ii Notification provided on a Saturday or Sunday are considered late
 - iii Late notifications (i.e., less than 24-hours prior to pick-up or on Saturday or Sunday) are marked as "missed" trips, which negatively impact the provider / driver quality score
- 9 Missed trips are defined as:
 - a A canceled pickup that the provider gave notice to One Call within 24-hours of pickup that One Call is unable to fulfill with another provider / driver
 - b Provider / driver's failure to:
 - i pickup member
 - ii transport member to drop-off location in a timely manner
 - iii perform service due to other issues that result in member missing their appointment
- 10 The following Standards of Conduct are expected to be followed by all drivers:
 - a Present yourself to the member appropriately, in a clean manner wearing business casual or professional attire
 - b Introduce yourself upon arrival to the member
 - c Drive with consideration and respect
 - d Do not request tips
 - e Do not collect or attempt to collect any co-payment or reimbursement from the member
 - f Upon request from a member or their family member, guardian, or other authorized individual, present your complete and accurate licensure and experience
 - g Do not smoke
 - h Do not eat, or drink in the vehicle while in motion and in the presence of a covered individual
 - i Provide boarding assistance in a dignified fashion to / from the seating portion of the vehicle, if necessary or requested

- i Assistance includes any or all of the following:
 - 1 Opening / closing vehicle door
 - 2 Fastening seatbelt or wheelchair securing straps
 - 3 Storing mobility assistive devices
- j Provide door-to-door service for non-ambulatory members by opening / closing building doors, except when such assistance would present a safety hazard for member's remaining in the vehicle. For ambulatory members curb to curb is the expected level of service.
- 11 Required vehicle standards:
 - a Vehicles must be maintained, at all times, in compliance with state and federal safety standard, including applicable ADA regulations, and manufacturer's maintenance standards.
 - i Non-compliant vehicles must immediately be removed from service and shall not be reinstated to service until brought back in compliance
 - b Vehicles shall be kept free of debris / trash and odors, such as smoke, perfume, or pet odor
 - c Vehicles shall be free of dirt, grime, oil, torn upholstery, damaged / broken seats, protruding metal or other objects that could result in injury or discomfort to the member
 - d Vehicles shall be free of body damage
 - e Vehicles shall be used as intended by manufacturer and shall not transport more passengers than the maximum allowed seating capacity
 - f Vehicles shall have functioning:
 - i Seatbelts
 - ii Heating and air conditioning
 - iii Headlights, tail lights, and brake lights
 - iv Safety features, such as windshield wipers and sufficient tire tread
 - v Two-way communication, which is always audible to the driver
 - g Vehicles shall always be maintained in compliance with local DMV requirements
- 12 Invoice and payment standards:
 - a Provider shall submit Clean Invoices via the provider portal within 30 days from the date of service
 - b Provider shall enter actual pickup time and drop off time for each trip in the portal
 - c Providers shall enroll for ACH disbursement. One Call shall charge an administrative fee for any paper checks that are issued.
 - i To enroll in ACH, email onecall@onecallnc.com or fax (866) 255 - 4215

from MODIVCARE by telephone

- 7

Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow MODIVCARE to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time
- 8

Provider shall promptly inform MODIVCARE if a Participant is assigned to an improper level of service (e.g., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip)
- 9

Provider, upon consultation with MODIVCARE, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner
- 10

Provider shall participate in MODIVCARE's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans
- 11

Provider shall not unlawfully discriminate against any Participant on the basis of marital status, sexual orientation, race, color, sex, age, religion, national origin, disability, or diagnosis health status in providing services under this Agreement
- 12

Provider shall comply with applicable federal and state requirements with regard to mandatory reporting of suspected Participant abuse or neglect. Provider shall cooperate with MODIVCARE, Client, and any applicable government agency in the investigation of suspected or alleged abuse or neglect of a Participant
- 13

RESERVED
- 14

Provider shall maintain daily office hours for dispatch and recovery until all trips assigned to provider are complete.
- 15

In addition to other operational reports defined in the Provider Manual, Provider will provide to MODIVCARE with any and all information required by applicable governing bodies or regulatory agencies, including, but not limited to, (i) cost of its operations; (ii) patterns of use of its services; (iii) availability, accessibility, and acceptability of its services; (iv) to the extent practicable, developments changes in the health status of Participants; (v) information demonstrating Provider has fiscally sound operations, and (vi) any other matters applicable governing bodies or regulatory agencies may request. Provider agrees to provide copies of requested records to MODIVCARE within one business day of the request if the Participant is currently receiving services from Provider, or otherwise within thirty days of the request.

B. Representations and Warranties. Provider makes the following material warranties to MODIVCARE to induce MODIVCARE to enter into this Agreement

- 1

Provider warrants that it has not been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud
- 2

Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act
- 3

Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide

transportation for hire. Provider will notify MODIVCARE immediately of any change in the status of its licenses or certificates and/or any other legal requirements referenced in this section. Provider will furnish MODIVCARE with all documentation required by this section immediately upon request.

- 4

Provider warrants that all employees, including drivers and attendants, have (or will) received training on HIPAA and Fraud, Waste and Abuse upon employment and annually thereafter and will provide documentation of such training to MODIVCARE or Client upon request.
- 5

Provider warrants and agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between MODIVCARE and Client
- 6

Provider warrants and agrees to accept the rates and payment terms as set forth in Exhibit B.
- 7

To the extent any compensation paid by MODIVCARE to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider certifies, to the best of his/her/its knowledge, that:

- a

No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- b

If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

C. Insurance. Provider shall maintain levels of insurance throughout the term of the Agreement as required to participate in the North Carolina Medicaid program, as evidenced through Provider's active status in the NCTracks system

D. RESERVED.

E. Maintenance of Records. Provider must maintain all records related to this Agreement for the entire term of the Agreement and for ten years thereafter, or longer as required by law. Notwithstanding the foregoing, in the event that any litigation, claim, dispute, audit, or other proceeding has commenced before the expiration of the retention period set forth herein, all records shall be retained until completion of the proceeding or the end of the retention period.



whichever is later Provider will provide copies of any requested records within three days of request to MODIVCARE, the Client, or its agents, to confirm Provider's compliance with this Agreement, as well as for quality assurance and accident/incident investigations. Records requests may include, but not limited to driver and vehicle credentialing records. Detailed document retention requirements are also included in the Provider Manual

F Independent Contractor The relationship between MODIVCARE and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed to create any other relationship, including one of employer/employee, principal/agent, joint venturers, partners, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement Provider is solely responsible for the management, compensation, and payment of its employees and subcontractors, including payment of employment related taxes and insurance such as workers' compensation and unemployment insurance

G Reserved

H Assignment Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of MODIVCARE, which may be withheld in MODIVCARE's sole discretion. Any attempted unauthorized assignment shall be null and void MODIVCARE may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice In the event that MODIVCARE is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services All terms, conditions and rates established by the Agreement will remain in effect until or unless renegotiated with Client or its agent subsequent to the default action

I Confidentiality Provider shall treat all information obtained by it through its performance under this Agreement as confidential and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement Provider agrees to sign and abide by a Business Associate Agreement as part of this Agreement as well as any subsequent agreements that may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws Both MODIVCARE and Provider shall treat the terms and conditions of this Agreement, including but not limited to rates, as confidential, and shall not disclose those terms and conditions, or release a copy of the Agreement, except as provided by law, without the consent of the other Both MODIVCARE and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement Notwithstanding the foregoing terms of this paragraph, the parties acknowledge that Provider is required to comply with the North Carolina Open Meetings Law (N.C. Gen. Stat. § 143-318.9, et seq.) and North Carolina Public Records Act (N.C. Gen. Stat. § 132-1, et seq.) Notwithstanding any provision in this Agreement to the contrary, Provider shall not be liable to MODIVCARE for disclosing any information to a third party if such disclosure is made by Provider in a good faith effort to comply with the North Carolina Open Meetings Law, North Carolina Public Records Act, or other applicable law or court order

III. TERM AND TERMINATION



A. Term The term of this Agreement shall be July 1, 2021 through June 30, 2022 This Agreement may be renewed for successive one-year periods by mutual agreement of the parties, to be confirmed and documented in writing Unless specified otherwise, any renewal of the Agreement will be subject to the same terms and conditions as set forth herein.

B. Termination Either party may terminate this Agreement without cause upon 60-day written notice

Either party may terminate this Agreement upon 30-day written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach

MODIVCARE may terminate the Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening or fraudulent activity, including but not limited to, falsifying trip logs or invoices, paying or offering to pay gratuities of kickbacks, or engaging in threatening verbal or physical conduct toward a Participant or MODIVCARE staff, or failing at any time to carry insurance required by this Agreement

MODIVCARE may also terminate this Agreement immediately if directed to do so by Client

C. Termination after Assignment If MODIVCARE has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment.

IV. ADDITIONAL PROVISIONS

A. Governing Law This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of North Carolina, without giving effect to principles of conflicts of law Any legal action must be brought in the General Court of Justice in Duplin County, North Carolina

B. Headings The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.

C. Non-solicitation Neither Provider nor MODIVCARE shall solicit for employment any current employee of the other party

D. Use of Name MODIVCARE shall have the right to use the name of Provider for purposes of informing Clients and potential clients of the inclusion of Provider within the MODIVCARE network and to otherwise carry out the terms of this Agreement Provider shall not use the name, trademark or service marks of MODIVCARE or any MODIVCARE affiliate in its advertising or marketing without the prior written consent of MODIVCARE.

E. Notices All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered, on the day following mailing if sent postage prepaid or overnight mail through a nationally recognized overnight carrier, or on the third day following

mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses, or to such other addresses as the parties may hereafter designate in writing.

to MODIVCARE at:

ModivCare Solutions, LLC
1275 Peachtree Street, 6th Floor
Atlanta, GA 30309
Attn: Compliance Department

to Provider at: Provider's mailing address as listed in Exhibit E.

F. Amendments This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time

G. Client Amendment This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights hereunder

H. Dispute Resolution. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, the parties shall act in good faith in an effort to resolve the issue prior to initiating formal legal proceedings. Upon either party providing written notice of a claim or controversy to the other, each Party shall designate a member of its senior management to meet within thirty (30) days to try to resolve the dispute prior to the commencement of any formal legal action. Notwithstanding the foregoing, nothing shall prohibit either party from filing a cross claim or a third-party claim in any litigation or action not initiated by the Parties. Moreover, nothing shall prohibit either party from initiating a lawsuit where an applicable statute of limitations or other time-sensitive matter renders the informal dispute resolution process set forth herein futile. The provisions of this Section shall survive the termination of this Agreement

I. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection

J. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.

K. Entire Agreement. This Agreement, including all Exhibits, attachments and incorporated



material (i.e., Provider Manual) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter. This Agreement may be executed in any number of counterparts which, read together, shall constitute one instrument.

L. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party

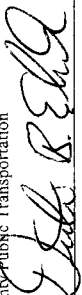
Unless otherwise indicated, this Agreement is entered into and effective on the date executed by MODIVCARE as specified below (the "Effective Date").

MODIVCARE SOLUTIONS, LLC

By: _____
Name: _____
Title: _____
Effective Date: _____

PROVIDER

Duplin County Public Transportation

By:  _____
Name: Dexter Edwards
Title: Chairman
Date: 04/05/2021

000130



MODIVCARE and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims

Rates

Only services specifically pre-authorized by, and for which a job number (aka "Ride ID") has been assigned to the Provider by MODIVCARE will be compensated. Provider must perform transportation at the class of service (e.g., ambulatory sedan van, wheelchair, stretcher, or non-emergency ambulance) as requested by MODIVCARE. Provider agrees and acknowledges that MODIVCARE shall review Provider billings and will identify trips that match the definition of "Shared Ride Trip" and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

Provider agrees to accept on a per trip basis the lesser of its actual billed charges or the amount calculated using the applicable mileage and rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider's bill to MODIVCARE and all payments made by MODIVCARE to Provider include all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

Provider agrees that MODIVCARE's determination of mileage and Shared Ride Trip status shall be final. If Provider believes there to be a material mileage error, Provider may bring it to MODIVCARE's attention before running the trip. MODIVCARE will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of MODIVCARE. If Provider is not satisfied with MODIVCARE's decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by MODIVCARE. In addition, the parties agree that MODIVCARE may use automated vehicle location ("AVL") geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Invoices Submitted to MODIVCARE

If using an approved Software Partner, Provider warrants and represents that any rates or formulas used by the Software Partner to calculate the invoice amount is materially consistent with the rates shown in the table included as Attachment 1 to this Exhibit B. Providers that use an approved Software Partner shall provide all required data elements as defined in this Agreement. Performance of a MODIVCARE assigned trip by Provider shall be deemed as approval and/or authorization for its approved Software Partner to communicate the aforesaid data for each vehicle and driver that performs a MODIVCARE assigned trip.

Co-Pay, Subrogation, and Coordination of Benefits

In the event that Participants are responsible for any co-payment per trip, then Provider is responsible for collection of those amounts. Provider shall retain the co-payment and the total of the collectible co-payment will be deducted from the total charges payable to Provider.

Provider agrees to fully cooperate with MODIVCARE's and Client's efforts, if any, with regard to third party recovery rights (e.g., subrogation and coordination of benefits) for services provided under this Agreement.

Wait time

Only wait time specifically pre-authorized by MODIVCARE will be compensated.

Payment Terms

AS A CONDITION OF PAYMENT, PROVIDER MUST SUBMIT ACCURATE INVOICES, INCLUDING PROPERLY COMPLETED TRIP LOGS, TO MODIVCARE WITHIN FIFTEEN (15) DAYS OF DATE OF SERVICE. TIME IS OF THE ESSENCE WITH RESPECT TO PROVIDING PROMPT AND ACCURATE INVOICES NOT SUBMITTED WITHIN THIRTY (30) DAYS OF SERVICE WILL BE SUBJECT TO A TEN PERCENT (10%) REDUCTION IN THE AMOUNT THAT WOULD OTHERWISE BE DUE UNDER THE INVOICE. INVOICES SUBMITTED MORE THAN SIXTY (60) DAYS AFTER DATE OF SERVICE WILL BE DISALLOWED IN THEIR ENTIRETY.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims are subject to a 10% reduction in the amount that would otherwise be due under the invoice if not resubmitted within thirty (30) days of the date the claim was returned to Provider, and will be denied in their entirety if not resubmitted within sixty (60) days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Provider's invoice.

Provider shall cooperate with MODIVCARE and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Participants actually attended covered medical services associated with trips invoiced by Provider.

MODIVCARE pays properly submitted uncontested invoices twice per month by check or electronic transfer within thirty (30) days after receipt (which may be the date of receipt of paper trip logs with member signatures, if applicable), or more frequently if required by applicable State regulations or by the Client Contract. If a payment date falls on a holiday, payments will be made on the next working weekday.

Quality Assurance

MODIVCARE will regularly confirm Participant attendance at the medical appointments designated in the trip reservations as part of its duty to prevent and mitigate fraud, waste and abuse. Provider agrees to cooperate with MODIVCARE to investigate any instances in which a medical facility reports a Participant did not attend an appointment associated with a trip reservation that has been reported as a completed trip by Provider and has been invoiced to and paid by MODIVCARE. Provider's failure to respond in writing within thirty (30) days of MODIVCARE's written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. MODIVCARE shall deduct



the cost of such trips from Provider's next payment. If no payments to Provider are due, the Provider shall return the amounts in question to MODIVCARE within thirty (30) days of written demand.

Optional Participant Signature Requirements

The following additional provisions shall apply if, and only if, a MODIVCARE Client requires a Participant signature to be captured as confirmation of a completed trip:

- MODIVCARE shall notify Provider in writing no less than 30 days prior to implementation of a Client mandated Participant signature requirement, in which event, and as a condition of payment, Provider's electronic invoice shall include Participant's e-signature.
- If Provider's electronic invoice does not capture the Participant's e-signature, Provider shall submit to MODIVCARE completed paper trip logs, including Participants' signatures, for all trips billed by Provider.
- In the event a Participant is incapable of e-signing or signing the paper trip log, a member of the Participant's household or designated caretaker, or a representative of the drop-off medical facility is required to e-sign or sign the paper trip log using their own name (i.e., not signing the Participant's name) and stating their relationship to the Participant (i.e., James Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Participant's name on behalf of the Participant.
- Unsigned trips, trips with Participant's initials instead of signatures, or trips with notes that the Participant is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete paper trip logs, if applicable, will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable.
- If Provider is submitting paper trip logs to supplement electronic invoices, Provider must also include a completed summary invoice form with each batch of trip logs submitted to MODIVCARE. Provider shall use trip log and summary invoice forms that are provided by MODIVCARE. MODIVCARE reserves the right to modify the format of the trip log and summary invoice form from time to time. Provider may use alternative trip log or summary invoice forms only with the express written consent of MODIVCARE.
- Paper trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. MODIVCARE reserves the right to deny individual trips or entire trip logs with excessive changes pending confirmation of the details of such changes with Provider.
- For clarity, paper trip logs are only required if Provider's electronic invoices do not capture Participants' e-signatures. Paper trip log are not required if Provider's electronic invoices capture and transmit Participant e-signatures.

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000182



ATTACHMENT 1 TO EXHIBIT B
RATE CARD

Provider Name ("Provider"): Duplin County Public Transportation

Rate Table

Rate Description	Mileage Group		
Ambulatory Services:	0 to 3	4 to 6	7 to 10
	\$14.80	\$19.08	\$21.92
Wheelchair Services:	0 to 3	4 to 6	7 to 10
	\$24.59	\$29.69	\$32.38
Non-Medical Stretcher Services:	0 to 3	4 to 6	7 to 10
Non-Emergency Ambulance Services:	0 to 3	4 to 6	7 to 10
Basic Life Support (BLS)			
Advanced Life Support (ALS)			
Specialty Care Transport (SCT)			
Add-On Services Delivered by Provider:	0 to 3	4 to 6	7 to 10
Bariatric --- Additional Attendant Required			
Oxygen Administration			
Medical Escort Service			
Consultation Fee			
Transportation ancillary fees			

Note: Trips legs that are deemed over 10 miles will be calculated as follows: the rate listed in the 7 to 10 box above will cover the first 10 miles, and mileage afterward 10 will be multiplied by the rate listed in the *Rate per mile after 10* box listed above

Example: 15 mile trip with Ambulatory Level of Service will be calculated as follows *(first 10 miles)* \$21.92 + *((remaining 5 miles) x \$1.57)* = \$29.77

Note: All listed rates depict one way trips. Also, these rates pay direct miles calculated from the members residence to the appointment address listed on the ModivCare issued manifest

The rates listed on this Attachment 1 to Exhibit B shall be effective on the date executed by MODIVCARE as specified below (the "Effective Date")

MODIVCARE SOLUTIONS, LLC

PROVIDER

Duplin County Public Transportation

By:

Name:

Dexter Edwards

Title:

Chairman

Effective Date:

4/5/2021

EXHIBIT C

SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement ("Agreement") is entered into as of the **Effective Date**, by and between MODIVCARE and **Provider** (also the "**Subcontractor Business Associate**" or "**Subcontractor**") to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act")

Whereas, MODIVCARE and Subcontractor Business Associate are parties to a pre-existing agreement (the "Prior Agreement"), pursuant to which Subcontractor Business Associate provides services to MODIVCARE, **Whereas**, in connection with services provided under the Prior Agreement, MODIVCARE makes available to Subcontractor Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection,

Whereas, MODIVCARE has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, MODIVCARE has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which MODIVCARE creates or receives in the course of performing services for its Covered Entity Clients, and

Whereas, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for MODIVCARE to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which MODIVCARE is a party,

Now therefore, the Parties agree as follows

1. **Definitions** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear

a. **Covered Entity Client** shall mean an entity with whom MODIVCARE contracts for transport

services which qualifies as a "Covered Entity" under 45 C.F.R. § 160.103, as amended

b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended

c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009

f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person

g. **Protected Health Information** ("PHI") means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of MODIVCARE or MODIVCARE's Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and that (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual

h. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

i. **Unsecured Protected Health Information** ("Unsecured PHI") shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions to this



definition exist for cases in which (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of Subcontractor if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with Subcontractor, and such information is not further acquired, accessed, used, or disclosed, (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at Subcontractor to another similarly situated individual at Subcontractor, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization, or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act

2. **Limits on use and Disclosure of PHI.** Subcontractor agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. Subcontractor may use or disclose PHI for the following purposes

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law,

b. For the proper management and administration of Subcontractor's business and to carry out its legal responsibilities provided that (i) such disclosures are Required by Law, or (ii) Subcontractor obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party, and (b) an agreement from the third party to notify Subcontractor immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached, and

c. To perform Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, on behalf of MODIVCARE

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** Subcontractor agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement or as Required by Law

b. **Safeguards.** Subcontractor will establish and maintain appropriate safeguards and warrants that it has established reasonable safeguards to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required by Law. Without limiting the foregoing, Subcontractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. Subcontractor further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if MODIVCARE engaged in such activity. Subcontractor shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. Subcontractor agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by MODIVCARE to assist MODIVCARE in auditing Subcontractor's compliance with the HIPAA Regulations

c. **Minimum Necessary.** Subcontractor shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to MODIVCARE, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to MODIVCARE, within one business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated MODIVCARE HIPAA Compliance Officer at any of the following:

ModivCare Solutions, LLC
Attn: HIPAA Compliance Officer
1275 Peachtree St., 6th Floor



Atlanta, GA 30309

Or

Telephone
1- 800-486-7647

Or

Email

e **Breach Notification.** In the event of a Breach of Unsecured PHI, Subcontractor shall provide written notification to MODIVCARE of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that MODIVCARE can notify its Covered Entity Clients, if required. A Breach is treated as discovered as of the first day on which the Breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to the Subcontractor. Knowledge of a Breach by a member of the workforce or other agent of the Subcontractor (other than the person committing the Breach) is imputed to Subcontractor. Consequently, Subcontractor shall implement reasonable policies and systems for discovery of Breaches and train its workforce members and agents to recognize and promptly report a Breach. Subcontractor understands and agrees that it bears the burden to prove why a Breach Notification is not required. Consequently, Subcontractor shall carefully document risk assessments and how any applicable exceptions are met.

f **Contents of Breach Notification.** Subcontractor's notification to MODIVCARE of a Breach of Unsecured PHI must be written in plain language and describe (1) what happened, including the date of the Breach and date of discovery, (2) the types of Unsecured PHI that were involved, (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach, (4) what the Subcontractor is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches, and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. Subcontractor shall provide any additional information concerning the Breach as reasonably requested by MODIVCARE. Notification must be provided in writing to the designated MODIVCARE HIPAA Compliance Officer at the address and fax number above. If the Subcontractor believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the Subcontractor shall also provide immediate notice to the designated MODIVCARE HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to MODIVCARE at no cost to MODIVCARE to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where Subcontractor is named an adverse party to MODIVCARE.

g **Subcontractors and Agents.** Subcontractor agrees that anytime PHI is provided or made available to any subcontractors or agents, Subcontractor must enter into a Business Associate Agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. This includes without limitation any contracts with billing companies, factoring companies, or other entities to whom Subcontractor may provide its trip logs, trip manifests, or MODIVCARE billing documents.

h **Right of Access to Information.** To the extent that MODIVCARE is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, Subcontractor will provide such access to MODIVCARE within five business days of MODIVCARE's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i **Amendment and Incorporation of Amendments.** Subcontractor agrees to make PHI contained in a Designated Record Set available to MODIVCARE for amendment within five business days of MODIVCARE's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.

j **Provide Accounting.** Subcontractor will document disclosures of PHI and information related to such disclosures as would be required for MODIVCARE or MODIVCARE's Covered Entity Clients to respond

to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Subcontractor will provide such information to MODIVCARE upon request.

k **Access to Books and Records.** Subcontractor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of MODIVCARE, available to MODIVCARE and to the Secretary for purposes of determining MODIVCARE Covered Entity Client's compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l **Return or Destruction of Information.** Upon request or at termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from MODIVCARE or MODIVCARE's Covered Entity Clients, or created or received by Subcontractor on MODIVCARE's behalf. If return or destruction of the PHI is not feasible, Subcontractor agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to MODIVCARE that the Protected Health Information has been destroyed.

m **Mitigation Procedures.** Subcontractor agrees to mitigate, to the maximum extent practicable and at Subcontractor's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n **Sanction Procedures.** Subcontractor will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o **Training.** Subcontractor will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to MODIVCARE upon request.

p **Property Rights.** Subcontractor agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4 **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided to Subcontractor by MODIVCARE, or created or received by Subcontractor on behalf of MODIVCARE, is destroyed or returned to MODIVCARE, or, if it is not feasible to return or destroy, protections are extended to such information.

5 **Termination for Cause.** Upon MODIVCARE's knowledge of a material breach by Subcontractor of the terms of this Agreement, MODIVCARE shall either

a. Provide an opportunity for Subcontractor to cure the breach or to end the violation within a time specified by MODIVCARE. Should the Subcontractor not cure the breach nor end the violation within the time specified by MODIVCARE, MODIVCARE may terminate the Prior Agreement immediately without penalty.

b. Immediately terminate the Prior Agreement if Subcontractor has breached a material term of this Agreement and cure is not possible, or

c. If neither termination nor cure is feasible, MODIVCARE shall report the violation to the Secretary.

6 **Reserved.**

7 **Miscellaneous:**

a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

c. **State Law.** To the extent any applicable state law confidentiality requirements are not pre-empted by HIPAA, Subcontractor agrees to comply with such state law requirements.

d. **Third Party Participants.** Subcontractor agrees that any of MODIVCARE's Covered Entity Clients to whom Subcontractor provides services and with whom MODIVCARE has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree

on an amendment within ten business days thereafter, MODIVCARE may terminate the Agreement immediately with written notice to Subcontractor

f **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control

g **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors** Subcontractor and MODIVCARE agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation

i **Assignment** Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of MODIVCARE

IN WITNESS WHEREOF, MODIVCARE and Subcontractor have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above

MODIVCARE SOLUTIONS, LLC

By	_____	By	_____
Name	_____	Name	Dexter Edwards
Title	_____	Title	Chairman
Date.	_____	Date	4-5-2021

SUBCONTRACTOR
Duplin County Public Transportation



EXHIBIT D
FRAUD, WASTE AND ABUSE PREVENTION POLICY

Federal law requires that entities that receive at least \$5 million in annual payments under a State Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the Company's procedures for detecting fraud, waste and abuse

ModivCare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about ModivCare's policies and procedures to detect and prevent fraud, waste and abuse. We require that you adhere to these policies and disseminate the information in this Exhibit D to all employees and contractors. The information in this policy forms part of its employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act applies to the submission of claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits, among other things

- knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval,
- knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- conspiring to defraud the government by getting a false or fraudulent claim allowed or paid, and
- knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government

“Knowingly” means that a person, with respect to information: 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information, or 3) acts in reckless disregard of the truth or falsity of the information.

Enforcement

- The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False





Claims Act allows private individuals to bring “qui tam” actions for violations of the False Claims Act

Reporting Suspected Fraud, Waste or Abuse

An employee or contractor who has knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste of abuse should notify his or her supervisor or other management official, who will in turn report the matter to ModivCare. Transportation providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as ModivCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to ModivCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer’s policy covering such matters

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 (“PFCRA”) authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know

- is false, fictitious, or fraudulent.
- includes or is supported by any written statement that:
 - 1. omits a material fact,
 - 2. is false, fictitious, or fraudulent as a result of such omission, and
 - 3. include such material fact; or
 - 4. is for payment for the provision of property or services which the person has not provided as claimed

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official’s report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

In addition to the requirements of federal law, you must comply with applicable state laws. At this time, nearly forty states have enacted False Claims Acts that are similar in substance and



procedure to the Federal laws described, above. In addition, a number of municipalities, such as Chicago and New York City have their own False Claims Acts that are similar in substance and procedure to the Federal laws described above

Fraud, Waste and Abuse - Company Detection

ModivCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below.

- A specific gate keeping protocol during the reservation process is used to verify that the member is eligible for transportation and that the trip is to a Medicaid provider
- A detailed verification process for each invoice submitted by transportation providers checks whether the trip was performed by an eligible driver in a certified vehicle, that the price is correct, and that the member signed for the trip
- Standing orders are regularly recertified with the health care facility
- Patient attendance records at health care facilities are compared to provider invoices
- Field monitors inspect vehicles and monitor trips for compliance
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements in order to be paid
- All network transportation provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a ModivCare contract

ModivCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Providers are required to report suspected cases of fraud, waste, abuse or other impropriety. Providers must cooperate in any investigations initiated by ModivCare or any government agency, as required by law.

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EXHIBIT E

SERVICE LEVEL COMMITMENTS & PROVIDER INFORMATION

Provider agrees to maintain the following operational availability, service areas, and service standards

Method for Receiving Trips from MODIVCARE:

☒ MODIVCARE Web-Based Platform:

☐ Integrated 3rd Party Dispatch Platform:

- ☐ WellRyde
- ☐ DispatchBot
- ☒ CTS TripMaster
- ☐ Other

Transportation Service Hours:

	Operating Hours (Local Time)		Day(s) of Week						
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo
Normal Hours									
After Hours									
Weekend Hours									

Service Area(s)

Counties	Duplin
Zip Codes	

Dispatch Contact Info & Operating Hours

Phone	(910) 296-2333
Fax	(910) 296-2128
Email	
Normal Hours	(910) 296-2333
After Hours	N/A

24/7 Emergency Contact Name and Phone #

Name	Angel Venecia
Phone	(910) 271-0154

Provider's Authorized Representative

Name	Angel Venecia
Title	DIRECTOR
Phone	(910) 271-0154
Email	

Provider's Mailing Address:

Care Of	Angel Venecia
Address 1	PO Box 950
Address 2	208 S Main St
City	Kenansville
State	NC
Zip Code	28349

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EXHIBIT F

NORTH CAROLINA MANDATORY MEDICAID PROVISIONS

ModivCare is a subcontracted vendor performing non-emergency medical transportation brokerage and related services on behalf of managed care organizations (our "Clients") who are in turn contracted with the North Carolina Department of Health and Human Services ("DHHS"). As noted in the language highlighted in paragraph 6, below, the contracts between our Clients and DHHS requires the inclusion of the following Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction be included in all downstream agreements. Provider is understood to be "Subcontractor" as used in the following Certification

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

- 1 By signing this Agreement, Subcontractor is providing the certification set out below
- 2 The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment
- 3 Subcontractor will provide immediate written notice to Plan if at any time Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
- 4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76
- 5 Subcontractor agrees that it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated
- 6 Subcontractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List
- 8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- 9 Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment

Certification

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

PROVIDER
Duplin County Public Transportation

By



Name

Dexter Edwards

Title

Chairman

Date

4/5/2021

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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 9, 2021

Angel Venecia
Transit Director
Duplin County Transportation Department
208 S. Main St
PO Box 950
Kenansville, NC 28349

Dear Ms. Venecia,

Congratulations on your Facility Replacement project in the total amount of \$1,418,921 (\$1,135,137 federal funding / \$283,784 local match) being selected as part of the FTA FY 2019 5339(b) Bus & Bus Facility Discretionary Grant awarded to NCDOT.

Per the provisions in the Federal Register Announcement regarding the Fiscal Year 2019 Grants for Buses and Bus Facilities Program (85 FR 12385), as a recipient of this grant you are eligible to incur costs under pre-award authority beginning on the date project selections were announced. The following guidance applies:

- Selected projects are eligible to incur costs under pre-award authority no earlier than the date projects were publicly announced, which was November 25, 2019. **Please note, however:** Pre-award authority does not guarantee that project expenses incurred prior to the award of a grant will be eligible for reimbursement, as eligibility for reimbursement is contingent upon satisfaction of a number of other requirements, such as planning and environmental requirements. For more about FTA's policy on pre-award authority, please see the FTA Fiscal Year 2019 Apportionments, Allocations, and Program Information and Interim Guidance (84 FR 31984).
- As further provided in the subrecipient agreement with NCDOT, Subrecipients must comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out the project supported by the FTA grant, including, without limitation, the following.
 - Subrecipients must follow all third-party procurement requirements set forth in Federal public transportation law (49 U.S.C. 5325(a)) and described in the FTA Third Party Contracting Guidance Circular (FTA Circular 4220.1F)
 - FY 2019 5339(b) funds must be obligated in a grant by September 30, 2023
 - Post-award reporting requirements include submission of Federal Financial Reports and Milestone Progress Reports in TrAMS (see [FTA Circular 5010.1E](#))

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
Website [www.ncdot.gov](#)

Location
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

- Subrecipients selected for competitive funding should work NCDOT to submit a grant application in FTA's Transit Award Management System (TrAMS) to quickly obligate funds. Grant applications must only include eligible activities applied for in the original project application. Funds must be used consistent with the competitive proposal and for the eligible capital purposes described in the NOFO.

For additional information, please consult the following Federal Register announcement and notice.

- Announcement of Fiscal Year 2019 Grants for Buses and Bus Facilities Program Project Selections (85 FR 12385):
<https://www.federalregister.gov/documents/2020/03/02/2020-04168/announcement-of-fiscal-year-2019-grants-for-buses-and-bus-facilities-program-project-selections>
- FTA Fiscal Year 2019 Apportionments, Allocations and Program Information (84 FR 31984):
<https://www.federalregister.gov/documents/2019/07/03/2019-14248/fta-fiscal-year-2019-apportionments-allocations-and-program-information>

Sincerely,

Ryan Brumfield, PE
Interim Director
Integrated Mobility Division

000130

WHEREAS, Duplin County has the need for a replacement public transportation facility to house administrative and operations function in one location, and

WHEREAS, Duplin County has applied for funding from North Carolina Department of Transportation (NCDOT) under the FTA FY 2019 5339(b) Bus & Bus Facility Discretionary Grant for the building of a replacement facility for the public transportation department, and

WHEREAS, Duplin County has been offered a grant from NCDOT for the FTA FY19 5339(b) Bus & Bus Facility Discretionary Grant for the building of a replacement facility for the public transportation department, in the amount of \$1,418,921; including federal funding of \$1,135,137 and a local Duplin County match of \$283,784, and

WHEREAS, the Public Transportation agency has the required local match funds of \$283,784 available in the Public Transportation General Fund balance.

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

THAT, Duplin County does hereby accept the grant award from North Carolina Department of Transportation and approves the Grantee Acknowledgement and Agreement issued to the County by the NCDOT, and

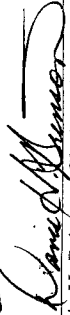
THAT, the attached project budget is approved, and

THAT, the Chairman of the Board of Commissioners is authorized to execute all documents associated with the award of the FTA FY 19 5339(b) grant award on behalf of Duplin County, and

THAT, the County Manager is authorized to sign pay requests, change orders, progress reports, miscellaneous correspondence, and all other documents related to the construction of the project.

Adopted this the 5th day of April, 2021




Davis H. Brinson, Clerk to the Board
Duplin County


Dexter Edwards, Chairman, Board of Commissioners

November 21, 2019

Grant Number: G-SP-1909-07334
Project Title: Duplin County Standards Self-Assessment
Award Value: \$2,500.00
Project Period: January 1, 2020 to December 31, 2020

Mary Cashwell
Environmental Health Program Specialist
Duplin County Health Services
P.O. Box 948
340 Seminary Street
Kenansville, North Carolina 28349

Dear Mary Cashwell:

We have approved your application for Duplin County Standards Self-Assessment as part of the Retail Standards Grant Program, funded by the United States Food and Drug Administration (FDA). Approval is based on review of the application submitted by you on behalf of Duplin County Health Services to the Association of Food and Drug Officials (AFDO).

As part of your application your agency has made an assurance that it will comply with all applicable Federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 74 and 92. Acceptance of this award and/or any funds provided by the Retail Standards Grant Program acknowledges agreement with all of the terms and conditions in this award letter.

Your award is based on the above-title project application, submitted to and approved by AFDO, and is subject to the following terms and conditions:

- **The grantee must complete the full scope of work and all tasks outlined in the approved grant application by December 31, 2020 unless a written exception is granted by the AFDO Programmatic Point of Contact for this grant award.**
- **Any changes to the scope, tasks, deliverables, or expenses of this project must be approved in advance and in writing by the AFDO Programmatic Point of Contact prior to work being modified or completed.**
- The grantee must abide by the grant guidance for the program, available as a PDF file on the Retail Standards Grant Program portal at <http://afdo.org/retailstandards>. This portal is also the site where you can find additional information/updates regarding this grant program, and where you can log in for project status and submission of required reports.
- Per United States Department of Health and Human Services Grants Policy, expenses for food or beverage are generally not allowed unless it is part of a per diem allowance provided in conjunction with allowable travel.
- A Final Project Report must be submitted through the online grants portal no more than 45 days after December 31, 2020. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the documentation specified in the reporting section of the grant guidance.
- As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Retail Program Standards, available at: http://afdo.org/fda_vnfrps.

The amount of \$2,500.00 represents the full amount of funds to which you are entitled. Additionally, your award is bound by the following comments related to your project:

Grant awards are made with the understanding that Retail Standards Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Please note, the Catalog of Federal Domestic Assistance (CFDA) number for this United States Food and Drug Administration grant, awarded to the Association of Food and Drug Officials (AFDO) on 8/11/2016, is 93.103. Your grant is considered a subaward under this AFDO grant.

If you have questions about this award, please contact your AFDO Programmatic Point of Contact. Additionally, the Retail Food Safety Specialist from your FDA Region is an integral part of your jurisdiction's successful completion of Retail Standards activities, and is available to assist with your funded project. Contact information for both individuals is listed below.

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



Steven Mandernach
Executive Director
Association of Food and Drug Officials
155 W. Market St.
3rd Floor
York, PA 17401

AFDO Programmatic Point of Contact:

Michael Turner
retailstandards@afdo.org
(850) 583-4593

Follow the link below to obtain contact information for the FDA Regional Food Specialist assigned to assist your jurisdiction:

<http://afdo.org/retailstandards/fdaregionalcontacts>

cc: Jenice Butler (jenice.butler@fda.hhs.gov)
Daniel Lukash (daniel.lukash@fda.hhs.gov)

**Division of Public Health
Agreement Addendum
FY 20-21**

Duplin County Health Department	CDI / Cancer Prevention and Control
Local Health Department Legal Name	DPH Section/Branch Name
452 Breast and Cervical Cancer	Debi Nelson, 919-707-5155 Debi.Nelson@dohs.nc.gov
Activity Number and Description	DPH Program Contact (name, telephone number with area code, and email)
06/01/2020 – 05/31/2021	
Service Period	DPH Program Signature (only required for a negotiable agreement addendum)
07/01/2020 – 06/30/2021	
Payment Period	Date
☐ Original Agreement Addendum	
☒ Agreement Addendum Revision # 2	

- I. **Background** No change.
- II. **Purpose:**
This Agreement Addendum Revision #2 provides additional funding in order to increase screenings available to eligible women as stated in Section III below.
- III. **Scope of Work and Deliverables:**
As of February 1, this Agreement Addendum Revision #2 replaces Paragraph A in its entirety with the following.
- A. Provided Services. The LHD shall provide breast and cervical cancer screening, diagnostic and or patient navigation services to NC BCCCP-eligible women according to the following table:

Number of NC BCCCP-Enrolled Women, by Service Period	State Funded	Federally Funded	Total
Breast and Cervical Cancer Screening and/or Diagnostic Services Provided			
June 1, 2020–May 31, 2021	15	—	15
July 1, 2020–May 31, 2021	—	10	10
February 1, 2021–May 31, 2021	25		25
Patient Navigation Services-Medicaid application completion			
October 1, 2020- May 31, 2021	—	2	2
Current Total	40	12	52

- IV. **Performance Measures/ Reporting Requirements:** No change.
- V. **Performance Monitoring and Quality Assurance:** No change.
- VI. **Funding Guidelines or Restrictions:** No change.

Health Director Signature	(use blue ink)	Date
Local Health Department to complete (If follow-up information is needed by DPH)	LHD program contact name Phone number with area code Email address	

Signature on this page signifies you have read and accept the terms of this document. 11 pages of this document.

Activity 452	AA 1320 310D D7	1320 310D D7	1320 3355 04	1320 5599 00	Proposed New Total
Service Period	07/01-05/31	10/01-05/31	06/01-05/31	06/01-05/31	
Payment Period	08/01-06/30	11/01-06/30	07/01-06/30	07/01-06/30	
01 Alamance	* 2	0	0	0	0
D1 Albemarle		0	0	16,250	16,250
02 Alexander		0	0	0	116,775
04 Anson		0	0	0	0
D2 Appalachian		0	0	0	0
07 Beaufort		0	0	0	0
09 Bladen		0	0	0	19,650
10 Brunswick		0	0	0	35,025
11 Buncombe		0	0	0	0
12 Burke		0	0	0	72,975
13 Cabarrus		0	0	0	297,725
14 Caldwell		0	0	0	0
16 Carteret	* 2	0	9,750	0	56,975
17 Caswell		0	0	0	38,300
18 Catawba	* 2	0	22,750	0	9,750
19 Chatham	* 2	0	6,500	0	33,000
20 Cherokee		0	0	0	0
22 Clay		0	0	0	22,750
23 Cleveland	* 2	0	8,125	0	6,500
24 Columbus		0	0	0	8,125
25 Craven		0	0	0	52,975
26 Cumberland		0	0	0	15,375
28 Dare		0	0	0	33,725
29 Davidson		0	0	0	46,500
30 Davie		0	0	0	35,025
31 Duplin	* 2	0	8,125	0	61,400
32 Durham		0	0	0	25,200
33 Edgecombe		0	0	0	8,125
D7 Foothills		0	0	0	16,300
34 Forsyth		0	0	0	20,300
35 Franklin		0	0	0	7,200
36 Gaston		0	0	0	87,925
38 Graham	* 2	0	1,625	0	101,575
D3 Gran-Vance		0	0	0	0
40 Greene	* 2	0	650	0	48,450
41 Guilford		0	0	0	1,625
42 Halifax		0	0	0	8,175
43 Harnett		0	0	0	650
44 Haywood		0	0	0	0
45 Henderson		0	0	0	0
46 Hertford		0	0	0	0
47 Hoke	* 2	0	1,625	0	1,625
48 Hyde		0	0	0	12,750
49 Iredell		0	0	0	8,500

50 Jackson	* 2	0	0	0	5,850	0	5,850	32,050
51 Johnston		0	0	0	0	0	0	62,250
52 Jones		0	0	0	0	0	0	7,525
53 Lee		0	0	0	0	0	0	7,200
54 Lenoir		0	0	0	0	0	0	10,450
55 Lincoln		0	0	0	0	0	0	59,275
56 Macon		0	0	0	0	0	0	26,850
57 Madison	* 2	0	0	0	4,875	0	4,875	21,900
D4 M-T-W		0	0	0	0	0	0	16,700
60 Mecklenburg		0	0	0	0	0	0	207,700
62 Montgomery		0	0	0	0	0	0	0
63 Moore		0	0	0	0	0	0	0
64 Nash	* 2	0	0	0	8,125	0	8,125	79,475
65 New Hanover		0	0	0	0	0	0	26,200
66 Northampton		0	0	0	0	0	0	0
67 Onslow	* 2	0	0	0	16,250	0	16,250	32,625
68 Orange		0	0	0	0	0	0	16,650
69 Pamlico		0	0	0	0	0	0	11,775
71 Pender		0	0	0	0	0	0	11,450
73 Person		0	0	0	0	0	0	0
74 Pitt		0	0	0	0	0	0	50,100
75 Polk		0	0	0	0	0	0	0
76 Randolph		0	0	0	0	0	0	0
77 Richmond		0	0	0	0	0	0	18,975
78 Robeson		0	0	0	0	0	0	0
79 Rockingham		0	0	0	0	0	0	48,125
80 Rowan		0	0	0	0	0	0	16,375
D5 R-P-M		0	0	0	0	0	0	12,100
82 Sampson		0	0	0	0	0	0	0
83 Scotland		0	0	0	0	0	0	0
84 Stanly		0	0	0	0	0	0	8,500
85 Stokes	* 2	0	0	0	2,600	0	2,600	12,425
86 Surry		0	0	0	0	0	0	67,450
87 Swain	* 2	0	0	0	3,900	0	3,900	11,750
D6 Toe River		0	0	0	0	0	0	18,650
88 Transylvania		0	0	0	0	0	0	7,525
90 Union	* 2	0	0	0	3,250	0	3,250	22,225
92 Wake		0	0	0	0	0	0	131,000
93 Warren		0	0	0	0	0	0	8,175
96 Wayne		0	0	0	0	0	0	62,225
97 Wilkes	* 2	0	0	0	6,500	0	6,500	25,150
98 Wilson	* 2	0	0	0	8,125	0	8,125	29,375
99 Yadkin		0	0	0	0	0	0	0
Totals		0	0	0	134,875	0	134,875	2,574,825

Sign and Date - DPH Program Administrator - <i>Patricia A. Thompson</i> 01/29/2021	Sign and Date - DPH Section Chief <i>Joyce Wood</i> 1/29/2021
Sign and Date - DPH Contracts Office <i>Granako Stuart</i> 2/1/2021	Sign and Date - DPH Budget Officer <i>Pamela J. Allen</i> 2/2/2021

Division of Public Health
Agreement Addendum
FY 20-21

Duplin County Health Department	Epidemiology / Communicable Disease Branch
Local Health Department Legal Name	DPH Section / Branch Name
543 ELC Enhancing Detection Activities	Vanessa M. Greene 919-546-1658 vanessa.greene@dhs.nc.gov
Activity Number and Description	DPH Program Contact (name, phone number, and email)
01/20/2020 – 05/31/2021	DPH Program Signature (only required for a negotiable agreement addendum)
Service Period	Date
07/01/2020 – 06/30/2021	
Payment Period	

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 2

I. Background:
As of January 13, 2021, this Agreement Addendum Revision #2 adds the following two paragraphs
As part of the CARES Act and Paycheck Protection Program and Health Care Enhancement Act supplements, the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) awarded approximately \$11 billion in 2020 to help address the domestic response to COVID-19. To provide additional critical support to jurisdictions as they continue to address COVID-19 within their communities, \$19.11 billion from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, will be provided to ELC recipients.
The Division of Public Health (DPH), Communicable Disease Branch (CDB) is making an allocation of these ELC Enhancing Detection Expansion supplemental funds available to all local health departments through the “CDC-RFA-CK19-1904” supplemental award, and in accordance with NC Session Law 2021-3, to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

II. Purpose:
This Agreement Addendum Revision #2 adds an allocation of ELC Enhancing Detection Expansion funds available to all local health departments, and modifies the scope of work and funding guidelines.

Health Director Signature	(use blue ink)	Date
Local Health Department to complete (if follow-up information is needed by DPH)		
LHD program contact name		
Phone number with area code		
Email address		

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

III. Scope of Work and Deliverables:
As of January 13, 2021, this Agreement Addendum Revision #2 makes the following changes to Paragraph A. Allowable Activities

Add Subparagraph f. to Subparagraph 4. Improve Surveillance and Reporting of Electronic Health Data, as follows

- f. Integrate existing LHD electronic health records (EHR) into CVMS Direct. Provider enrollment, location and inventory management functions (with the exception of inventory decrements due to vaccine administration) will still need to occur within the COVID-19 Vaccine Management System (CVMS). Contact the NC Health Information Exchange Authority at hiea@nc.gov for more information.

Add Subparagraph b. to Subparagraph 6. Coordinate and Engage with Partners, as follows:

- b. Continue working collaboratively with partners including consideration of funding to address health equity needs of the community. Examples of partners may include but are not limited to:
- i. Tribal affiliates and community-based organizations colleges and universities;
 - ii. Occupational health settings for large employers;
 - iii. Churches or religious or faith-based institutions;
 - iv. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs);
 - v. Pharmacies;
 - vi. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes;
 - vii. Organizations and businesses that employ critical workforce;
 - viii. First responder organizations;
 - ix. Non-traditional providers and locations that serve high-risk populations; and
 - x. Other partners that serve underserved populations.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

As of January 13, 2021, this Agreement Addendum Revision #2 adds Paragraphs H and I, as follows:

- H. ELC Enhancing Detection Expansion funds allocated in this revision (DPH funding code 1175-883A-P5) may only be used to support costs associated with activities from the time of award, January 13, 2021.
- I. Activity 543 funds unspent from SFY21 will carry forward into SFY22 and be included in a FY22 Agreement Addendum.

000134

Supplement reason ☒ In AA or AA+BE Rev -OR- ☐ -

CFDA #	93.323	Federal awd date	01/13/21	Is award R&D?	no	FAIN	NU50CK000530	Total amount of fed awd \$ 603677156		
CFDA name	Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)	Subrecipient	DUNS	This Supplement	Fed funds for Total of All Fed Funds for This Activity	Fed award project description	CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)			
							Subrecipient	DUNS	Subrecipient	
										DUNS
Alamance	965194483	1,357,613	1,819,434	1,819,434	Jackson	019728518	351,903	507,360		
Albemarle	130537822	1,281,824	2,376,445	2,376,445	Johnston	097599104	1,676,615	2,238,521		
Alexander	030495105	300,317	449,501	449,501	Jones	095116935	75,438	187,064		
Anson	847163029	195,790	343,324	343,324	Lee	067439703	494,794	872,362		
Appalachian	780131541	756,995	1,174,662	1,174,662	Lenoir	042789748	448,101	699,242		
Beaufort	091567776	376,379	534,407	534,407	Lincoln	086869336	689,671	913,161		
Bladen	084171628	262,073	454,955	454,955	Macon	070626825	287,190	467,401		
Brunswick	091571349	1,143,858	1,436,641	1,436,641	Madison	831052873	174,238	289,214		
Buncombe	879203560	2,091,902	2,626,842	2,626,842	MTW	087204173	304,635	665,599		
Burke	883321205	724,702	1,145,420	1,145,420	Mecklenburg	074498353	8,892,940	12,456,504		
Cabarrus	143408289	1,733,591	2,292,410	2,292,410	Montgomery	025384603	217,631	404,026		
Caldwell	948113402	658,171	921,271	921,271	Moore	050988146	807,957	1,112,797		
Carteret	058735804	556,415	738,164	738,164	Nash	050425677	755,241	1,044,948		
Caswell	077846053	181,037	337,698	337,698	New Hanover	040029563	1,877,915	2,322,992		
Catawba	083677138	1,277,858	1,658,695	1,658,695	Northampton	097594477	156,041	335,021		
Chatham	131356607	596,437	1,076,990	1,076,990	Onslow	172663270	1,585,303	1,938,148		
Cherokee	130705072	229,156	359,250	359,250	Orange	139209659	1,189,158	1,601,382		
Clay	145058231	89,950	194,459	194,459	Pamlico	097600456	101,924	210,400		
Cleveland	879924850	784,466	1,028,389	1,028,389	Pender	100955413	505,053	705,498		
Columbus	040040016	444,569	750,705	750,705	Person	091563718	316,279	473,545		
Craven	091564294	818,040	1,114,334	1,114,334	Pitt	080889694	1,447,579	1,892,003		
Cumberland	123914376	2,687,121	3,461,109	3,461,109	Polk	079067930	165,980	299,143		
Dare	082358631	296,408	434,245	434,245	Randolph	027873132	1,150,642	1,730,682		
Davidson	077839744	1,342,395	1,829,150	1,829,150	Richmond	070621339	359,039	575,743		
Dave	076526651	343,157	528,481	528,481	Robeson	082367871	1,046,187	1,647,666		
Duplin	095124798	470,462	1,046,576	1,046,576	Rockingham	077847143	728,907	965,001		
Durham	088564075	2,574,826	3,871,566	3,871,566	Rowan	074494014	1,137,995	1,696,556		
Edgecombe	093125375	412,244	653,811	653,811	Sampson	825573975	508,825	914,052		
Foothills	782359004	903,306	1,330,054	1,330,054	Scotland	091564146	278,901	447,903		
Forsyth	105316439	3,061,835	4,295,851	4,295,851	Stanly	131060829	503,019	709,892		
Franklin	084168632	558,113	800,271	800,271	Stokes	085442705	365,142	540,304		
Gaston	071062186	1,798,273	2,272,603	2,272,603	Surry	077821858	574,916	860,725		
Graham	020952383	67,605	168,535	168,535	Swain	146437553	114,298	230,420		
Granville-Vance	063347626	840,779	1,491,347	1,491,347	Toe River	113345201	405,180	746,420		
Greene	091564591	168,743	320,860	320,860	Transylvania	030494215	275,393	409,505		
Guilford	071563613	4,302,274	5,639,502	5,639,502	Union	079051637	1,921,052	2,502,824		
Halifax	014305957	400,535	631,763	631,763	Wake	019625961	8,904,193	11,060,916		
Harnett	091565986	1,089,044	1,463,010	1,463,010	Warren	030239953	158,027	307,830		
Haywood	070620232	499,102	681,196	681,196	Wayne	040036170	986,167	1,757,532		
Henderson	085021470	940,403	1,313,558	1,313,558	Wilkes	067439950	547,918	931,587		
Hoke	091563643	442,374	706,945	706,945	Wilson	075858695	655,152	1,016,473		
Hyde	832526243	39,541	135,911	135,911	Yadkin	089910624	301,678	525,161		
Iredell	074504507	1,456,100	1,876,137	1,876,137						

54 Lenoir	*	2	0	448,101	448,101	699,242
55 Lincoln	*	2	0	689,671	689,671	913,161
56 Macon	*	2	0	287,190	287,190	467,401
57 Madison	*	2	0	174,238	174,238	289,214
D4 M-T-W	*	2	0	304,635	304,635	665,599
60 Mecklenburg	*	2	0	8,892,940	8,892,940	12,456,504
62 Montgomery	*	2	0	217,631	217,631	404,026
63 Moore	*	2	0	807,957	807,957	1,112,797
64 Nash	*	2	0	755,241	755,241	1,044,948
65 New Hanover	*	2	0	1,877,915	1,877,915	2,322,992
66 Northampton	*	2	0	156,041	156,041	335,021
67 Onslow	*	2	0	1,585,303	1,585,303	1,938,148
68 Orange	*	2	0	1,189,158	1,189,158	1,601,382
69 Pamlico	*	2	0	101,924	101,924	210,400
71 Pender	*	2	0	505,053	505,053	705,498
73 Person	*	2	0	316,279	316,279	473,545
74 Pitt	*	2	0	1,447,579	1,447,579	1,892,003
75 Polk	*	2	0	165,980	165,980	299,143
76 Randolph	*	2	0	1,150,642	1,150,642	1,730,682
77 Richmond	*	2	0	359,039	359,039	575,743
78 Robeson	*	2	0	1,046,187	1,046,187	1,647,666
79 Rockingham	*	2	0	728,907	728,907	965,001
D5 R-P-M	*	2	0	1,137,995	1,137,995	1,696,556
82 Sampson	*	2	0	508,825	508,825	914,052
83 Scotland	*	2	0	278,901	278,901	447,903
84 Stanly	*	2	0	503,019	503,019	709,892
85 Stokes	*	2	0	365,142	365,142	540,304
86 Surry	*	2	0	574,916	574,916	860,725
87 Swain	*	2	0	114,298	114,298	230,420
D6 Toe River	*	2	0	405,180	405,180	746,420
88 Transylvania	*	2	0	275,393	275,393	409,505
90 Union	*	2	0	1,921,052	1,921,052	2,502,824
92 Wake	*	2	0	8,904,193	8,904,193	11,060,916
93 Warren	*	2	0	158,027	158,027	307,830
96 Wayne	*	2	0	986,167	986,167	1,757,532
97 Wilkes	*	2	0	547,918	547,918	931,587
98 Wilson	*	2	0	655,152	655,152	1,016,473
99 Yadkin	*	2	0	301,678	301,678	525,161
Totals			0	84,000,000	84,000,000	119,000,000

Sign and Date - DPH Program Administrator
John M. Stahl
3-23-21
3/23/2021

Sign and Date - DPH Section Chief
Michelle
03-23-21
3/26/2021

Sign and Date - DPH Budget Officer
Peter Ward
3/26/2021

Sign and Date - DPH Contracts Office
Jamesko Stuart
3/23/2021

Revision
12-0935

3/23/2021

Division of Public Health

Agreement Addendum

FY 20-21

Duplin County Health Department

Local Health Department Legal Name

Environmental Health Section / Food Protection and Facilities Branch

DPH Section / Branch Name

Shane Smith (919) 707-5872
shane.smith@dhhs.nc.gov

DPH Program Contact (name, phone number, and email)

874 Food and Lodging

Activity Number and Description

04/01/2021 – 05/31/2021

Service Period

05/01/2021 – 06/30/2021

Payment Period

☒ Original Agreement Addendum

☐ Agreement Addendum Revision # _____

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

Date

I. Background:
In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

II. Purpose:
The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described under "Regulation of food and lodging establishments" in North Carolina General Statute 130A-248(d) and under "Disbursements of Funds" in North Carolina Administrative Code 15A NCAC 18A .2901.

III. Scope of Work and Deliverables:
The Local Health Department Food and Lodging funds are distributed based on the attached Food and Lodging Distribution Calculations spreadsheet. The Local Health Department shall use this funding for food, lodging, and institution sanitation programs and activities.

Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program implementation. Inconsistency or failure to apply permitting and inspection rules

Health Director Signature (use blue ink)

Date

Local Health Department to complete (if follow-up information is needed by DPH)

LHD program contact name

Phone number with area code

Email address

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

FOOD & LODGING LOCAL HEALTH DEPARTMENT REQUEST FOR PAYMENT

SFY 21

04/01/2021

05/31/2021

Effective Date

Termination Date

Division of Public Health

16001C3121

NCAS Number

Activity 874

LHD Duplin County Health Department

Activity

Food & Lodging Distribution

LHD's Project Director

Distribution – indicate with a check mark all that apply	
☒ 15A NCAS 18A.2901(1) (\$750 Baseline distribution)	
☒ 15A NCAS 18A.2901(2)(a) (Distribution based on inspection percentage)	
☒ 15A NCAS 18A.2901(2)(b) (Distribution based on 100% inspection rate)	
AMOUNT REQUESTED	\$11,206

- Note #1:** LHD shall report Local Food and Lodging expenditures in the appropriate category (e.g., 101, 102, or 103) in the ZZZZ line item in the Aid-to-Counties Database.
- Note #2:** LHD shall report Local Food and Lodging Temporary Food Establishment (TFE) fees collected in category 107 – Local Temporary Food Establishment (TFE – State) in the ZZZZ line item in the Aid-to-Counties Database.
- Note #3:** LHD shall report Local Food and Lodging Limited Food Services Establishment (LFSE) fees collected in category 107 – Limited Food Services Establishment (LFSE – State) in the ZZZZ line item in the Aid-to-Counties Database.

THIS SECTION FOR DPH USE ONLY:	
Company 2B01	
Account	Center
536560874	1153-4752-SZ31

As chief executive officer of the recipient organization, I hereby certify that this request for payment is an accurate reflection of funds to be disbursed in accordance with 15A NCAC 18A.2901 "Disbursement of Funds". I further certify that to the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payment under this agreement.

LHD Authorized Official Signature

Date

LHD Finance Officer Signature

Date

DPH Environmental Health Section Signature

Date

DPH Contracts Officer Signature

Date

DPH EH 2948



MEMORANDUM

TO: Duplin County Board of County Commissioners

FROM: Ashley Reiger, CFPT Chairperson

SUBJECT: Duplin County Child Fatality Prevention Team (CFPT)

DATE: March 19, 2021

The North Carolina State, Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments requires Local Child Fatality Prevention Teams to advocate for system improvement and needed resources where gaps and deficiencies may exist and submit an annual report to their local Board of County Commissioners and Board of Health.

The purpose of the local CFPTs are to:

- Identify deficiencies in the delivery of services to children and families by public agencies;
- Make and carry out recommendations for changes that will prevent future child deaths; and
- Promote understanding of the causes of child deaths.

Please find attached Duplin County Child Fatality Prevention Team’s annual report for your review for calendar year 2020. Feel free to contact me at 910-296-2130 if you have any questions.

000138



Duplin County

Child Fatality Prevention Team

Annual Report for CY 2020

Ashley Reiger, Chair

The Child Fatality Prevention Team (CFPT) is responsible for reviewing records of child fatality cases for Duplin County children under 18 years of age. The purpose of these reviews is to make recommendations to improve local and statewide systems to protect children. The teams consist of representatives from the Department of Social Services, Health Department, Law Enforcement, Duplin County Schools, Mental Health, Local Daycares, Medical Examiner, Emergency Services, District Attorney's Office, and Guardian Ad Litem.

During the two 2020 Duplin County CFPT Meetings, the team reviewed 4 child deaths from 2019. The meetings were held in February and August, 2020. There was a meeting scheduled for May that was canceled due to COVID-19 and also a meeting in December that was canceled due to a delay in receiving the 4th quarter report. It takes the state about 12 months to process and gather necessary information to send out to each county for review. Duplin County experienced 11 child fatalities in 2018 and 8 child fatalities in 2017.

1 death occurred with acute illness:

- A 3-month old black female with a cause of death as illnesses. Infant was at grandmother's home and started having difficulty breathing. Infant's father initiated CPR until EMS arrived. EMS noted the infant in distress, hypothermic, lethargic, and very congested and decided she needed to be intubated. Infant became asystolic after intubated at the ED resulting in CPR. Efforts were then terminated due to being unsuccessful. An autopsy was performed by a medical examiner and noted the cause of death was due to respiratory failure due to diffuse, bilateral acute bronchopneumonia and recent respiratory syncytial virus infection (RSV). Two weeks prior infant had been seen at the hospital for RSV along with her twin brother. At that time, only her twin brother was provided a prescription for Albuterol; however, the mother was using Albuterol for both of the children. Infant did have her 2-month well-child visit with her pediatrician and noted as sleeping well during the night and immunizations were received at that visit.

It is important to stress to parents the importance of prompt medical care when needed.

1 death occurred with congenital malformations:

- A 9-month old Hispanic female with a cause of death as birth defect and underlying cause of death as spina bifida. Mother was feeding infant when infant stopped breathing. Mother attempted to stimulate infant with no success. EMS initiated CPR. Multiple rounds of epinephrine were given at ED

with no change in rhythm. Efforts were then terminated at mother's request. An autopsy was not performed. Infant had a history of apnea, spina bifida, and seizures.

2 death was accident related and unknown/undetermined:

- A 1-month old Hispanic male with a cause of death listed as accident. While on a family vacation, mother went to bed with infant in bed. Infant was fed prior to going to bed. When mother woke up, she found infant unresponsive. EMS found infant blue with pink froth in the nose. Infant arrived at the ED unresponsive with no pulse. Resuscitation was unsuccessful. An autopsy was performed and noted the underlying cause of death was accidental suffocation and strangulation in bed.
- A 3-month old black male with a cause of death listed as undetermined. Infant was found unresponsive next to father on the couch where mother left him for the night after feeding him. EMS initiated CPR and CPR continued at ED. Efforts were terminated when there were no changes with their interventions. An autopsy was performed by a medical examiner and noted the cause of death to be undetermined. Toxicology report was completed with no toxins present.

Unsafe sleep practices are a contributing factor to death in babies; unfortunately, the message of safe sleep including avoidance of co-sleeping might not always be provided to parents and caregivers. In 2020, the CFPT purchased 68 pack-n-plays for infants, which is a safe alternative to co-sleeping with a parent. These are available at no cost to families who cannot afford to purchase a crib and do not have a safe sleep alternative for their infant.

In November 2019, Duplin County Health Department was awarded a Dr. Ann F. Wolfe Endowment Mini Grant for improvement of Child Health and Infant Mortality. The project was funded for \$8,000 to include a total of 68 criбетtes sets (each set includes a pack-n-play, sleep sack, fit sheet, pacifier, and education materials in English or Spanish) from the Crib for Kids' program. The target population is Medicaid, uninsured, and low-income families with infants under 12 months, and/or pregnant women living in Duplin County. The goal is to decrease infant mortality and provide medical provider education about the importance of Safe Sleep. Clients are referred by DSS and case managers from the Health Department who work with at-risk families with young children and pregnant women. There were 19 criбетtes distributed within 2020 to those in need. A training was provided to the CFPT on February 10th, 2020.

Additional community outreach activities for 2020 include:

- Throughout 2020, Ashley Reiger provided information to all pediatric offices including Duplin County Health Department staff, about the Dr. Ann F. Wolfe Endowment Mini Grant. Staff was educated on the qualifications for families to receive a criбетte along with thorough education on safe sleep practices.

Disease	INVESTIGATIONS	2020 Probable Confirmed	2019 Probable Confirmed	2018 Probable Confirmed
Animal Bites/Exposures	110	110	126	101
Animal Rabies Cases		1	3	9
Rabies Post Exposure Vaccine (Persons)		17	9	24
Chlamydia	347	347	326	315
Gonorrhea	106	106	100	96
Non-Gonococcal urethritis	1	1	6	8
PID	0	0	4	12
HIV	2	2	2	2
Syphilis	7	7	9	12
Congenital Syphilis	2	1	0	0
Hepatitis A	1	0	0	1
Hepatitis B, Acute	1	0	2	2
Hepatitis B, Chronic Carrier	4	4	2	6
Hepatitis B, Perinatally Acquired	1	0	1	0
Hepatitis C, Acute			0	0
Hepatitis C, Chronic Carrier	33	27	60	65
Campylobacter	13	13	12	10
E. Coli-Shiga Toxin Producing	2	2	4	2
Foodborn - c. perfringens	1	0	0	1
Listeriosis			0	0
Salmonellosis	11	9	27	11
Shigellosis			2	0
Lyme Disease	1	0	0	4
Rocky Mountain Spotted Fever	8	2	8	15
Ehrlichiosis, Human Monocytic		0	2	0
Zika		0	0	
Legionellosis		0	0	4

Annual Communicable Disease Report

Disease	INVESTIGATIONS	2020 Probable Confirmed	2019 Probable Confirmed	2018 Probable Confirmed
Encephalitis, WNV, etc.		0	0	
Vibrio		0	0	1
Group A Streptococcal invasive infection	12	8	1	3
Haemophilus influenza, invasive	3	3	0	4
Pertussis	2	0	4	2
SARS COVID 19	4,298	4,298	0	0
SARS COVID 29 Deaths	84	84	0	0
Influenza, Adult Death	3	3	3	6
Carbapenem Resistant Enterobacteriacia -CRE	11	1		
Tuberculosis, Active Cases	4	3	2	2
Tuberculosis Case Home Visits (DOT)		71	38	89
Tuberculosis, Latent TB Infection		41	45	78
Tuberculosis Infection Home Visits (DOPT)		265	Not Reported	Not Reported
Control Measures Issued	12	9	5	7
Outbreaks/Clusters		27	5	7
Immunizations		5,786	7,199	5,993



DUPLIN COUNTY
CLASS DESCRIPTION, 2021

Michael

POSITION TITLE: WEB ADMINISTRATOR/APPLICATION TECHNICAL SUPPORT

GENERAL DESCRIPTION OF DUTIES

Under general supervision, the purpose of the position is to function as lead programmer for all county web sites. Employees in this classification perform technical computer work. Position is responsible analysis and support functions for all web base applications. Also works with outside programmers to create and/or modify programs; preparing user documentation and manuals for programs, and train users on new applications implemented. Position is responsible for know how to maintain multi types of file systems. Provide web design and support for web sites.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

Analyzes new website requests to determine best design and application. Setup and record Commissioners minutes. Prepares new computer web sites and adjusts existing web sites accordingly; works with outside programmers in designing and programming new web applications and web sites; prepares user documentation and manuals.

Troubleshoots problems that arise on a daily basis; advises department heads when system or programming errors occur that deal with web sites.

Setup and operate audio/video equipment for recording.

Troubleshoots issues and performs necessary repairs to the county's audio/video systems.

Post Commissioners recorded minutes to the Duplin County website.

Monitor county websites to help maintain and update information.

Reports directly to IT Department Head.

Creates support tickets within Munis and ExecuTime applications

Helps resolve Executime internal issues with time keeping.

In accordance with the county's drug free workplace policy, employees will be subject to pre-employment and random drug screening.

WEB ADMINISTRATOR/ APPLICATION TECHNICAL SUPPORT

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.

Performs duties of other computer personnel in their absence; backs-up computer system.

Helps maintain all related county applications

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Associate's degree with course work emphasis in computer science or closely related field; supplemented by three (3) to four (4) years previous experience in computer work experience.

WEB ADMINISTRATOR/APPLICATION TECHNICAL SUPPORT

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderately heavy weight (20-40 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Dexterity: Requires the ability to perform simple movements requiring moderate coordination, such as those required to operate a computer keyboard.

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, and odors. Some tasks require visual perception and discrimination, as well as oral communications ability.

Environmental Factors: Tasks may risk exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

PERFORMANCE INDICATORS

The work performance of supervisory personnel of Duplin County is routinely evaluated according to the performance criteria outlined herein:

Knowledge of Work: Has considerable knowledge of the methods, procedures and policies of Duplin County as such pertains to the performance of the essential duties of Web Design/Application Technical Support. Has considerable knowledge of principles and practices of web design, audio/video configurations, computer hardware, peripherals, and operating systems. Has working knowledge of the laws, ordinances, standards, and regulations pertaining to the essential duties and responsibilities of the position. Has considerable 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. Has considerable knowledge of terminology and related professional language used within the department as such pertains to work responsibilities. Knows how to maintain cooperative and effective relationships with intra- and interdepartmental personnel, as well as any external entities with which 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 which position interacts.

Quantity of Work: Performs described Essential Functions and related assignments efficiently and effectively in a manner to produce a quantity of work which consistently meets established standards and expectations.

Dependability:

Assumes responsibility for 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 upper management with respect to vacation time and leave requests.

Initiative and Enthusiasm: Exhibits an enthusiastic, self-reliant and self-starting approach to meet 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 identification of alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advisement 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 same. Questions such instruction and direction when clarification of results or consequences is justified, i.e., poor communications, variance with established policies and procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation both intra- and interdepartmentally.

Relationships with Others: Shares 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 position interacts. Tactfully and effectively handles requests, suggestions, and complaints in order to establish and maintain good will. 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. Estimates expected time of completion for work elements, and establishes 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. Ensures such standards are not violated.

Planning: Plans, coordinates and utilizes information effectively in a manner to improve activities and production. Knows and understands expectations regarding such activities and works to ensure such expectations are met. Develops and formulates ways, means, and timing to achieve established goals and objectives. Effectively and efficiently organizes, arranges, and allocates manpower, financial resources, and other designated resources to achieve such goals and objectives.

Organizing: Efficiently organizes own work and that of subordinates as well. Ensures personnel under charge understand what results are expected of them, and that each is regularly and appropriately informed of all matters either affecting or of concern to them.

Staffing: Works with upper management, where appropriate, to select and recommend employment of qualified personnel. Personally directs the development and training of personnel under charge, ensuring their proper induction, orientation, and training.

Leading: Provides a work environment that encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership, as well as the application of such principles to functions under charge. Provides adequate feedback to personnel under charge concerning their performance in terms of excellent, satisfactory, or lacking. Commends and rewards personnel under charge for outstanding performance, and takes timely and appropriate disciplinary action as necessary. Exercises enthusiasm in influencing and guiding others toward achievement of established goals and objectives.

Controlling: Establishes and maintains a work environment which is orderly and controlled. Coordinates, audits, and controls manpower and financial resources efficiently and effectively. Coordinates, audits, and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of established standards, methods, and procedures.

Delegating: Assigns duties and responsibilities as necessary and/or appropriate to meet goals, enhance abilities of personnel under charge, build their confidence, and assist them in personal growth. Establishes and maintains confidence in personnel under charge to meet new or additional expectations.

Decision-Making: Exercises discretion and judgment in developing and implementing courses of action affecting functions under charge. Recognizes when a particular policy, procedure or strategy does not foster the desired result. Moves decisively and explicitly to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of functions under charge. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change that supports achievement of goals and objectives.

Human Relations: Strives to develop and maintain excellent rapport with personnel under charge. Listens to and considers their suggestions and complaints, and responds appropriately. Establishes a work environment to promote and maintain mutual respect.

Policy Implementation: Has a clear and comprehensive understanding of policies regarding functions under charge and the function of the organization. Adheres to all policies in the discharge of duties and responsibilities, and ensures the same for personnel under charge.

Policy Formulation: Maintains current knowledge of changes in operating philosophies and policies, and routinely reviews such policies to ensure any changes in philosophy or practice are appropriately incorporated into functions under charge. Recognizes and understands the relationship between operating policies and practices and morale and performance. Strives to ensure established policies enhance same.

Employee's Signature

Date

Supervisor's Signature

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.

POSITION TITLE: WEB ADMINISTRATOR/ANALYST

GENERAL DESCRIPTION OF DUTIES

Under general supervision, the purpose of the position is to function as lead programmer for all county web sites. Employees in this classification perform technical computer work. Position is responsible for application programming, analysis and support functions for all web base applications. Also works with outside programmers to create and/or modify programs; preparing user documentation and manuals for programs, and train users on new applications implemented. Position is responsible for know how to maintain multi types of file systems. Provide web design and support for web sites.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

Analyzes new programming requests to determine best design and application. Prepares new computer web sites and makes adjustments to existing web sites; works with outside programmers in designing and programming new web applications and web sites; prepares user documentation and manuals; maintains database files in the Linux file system, the Windows Server 2003–2008- 2012 file system, and Windows XP, 7, 8 file systems.

Troubleshoots problems that arise on a daily basis; advises department heads when system or programming errors occur that deal with web sites.

Writes programs using DBC programming language.

Performs maintenance on DBC programs under Linux Database and Windows operating systems.

Programs web pages in Dreamweaver and PHP software and help maintain data on current web sites.

Reports directly to County Software Administrator.

Educates users on how to use existing and new computer programs. Also helps users in maintaining monthly and yearly schedules of critical application updates.

In accordance with the county's drug free workplace policy, employees will be subject to pre-employment and random drug screening.

Maintain work schedules and project assignments for other application programmers.

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.

Performs duties of other computer personnel in their absence; backs-up computer system.

Helps maintain all computer databases.

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Associate's degree with course work emphasis in computer science or closely related field; supplemented by three (3) to four (4) years previous experience in computer programming in DBC, Visual Basic, PHP, or ASP programming language.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to calculate, compute, summate, and/or tabulate data and/or information. Includes the ability to perform subsequent actions in relation to these computational operations.

Human Interaction: Requires the ability to provide guidance, assistance, and/or interpretation to others on how to apply procedures and standards to specific situations.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to use, operate, and/or handle office equipment, such as a computer, printer, calculator, copier, and facsimile machine.

Verbal Aptitude: Requires the ability to utilize a wide variety of descriptive data and information, such as programming, hardware, and software manuals, and the Circular "E" IRS book.

Mathematical Aptitude: Requires the ability to perform moderately complex algebraic and geometric operations; ability to utilize principles of basic probability and statistical inference.

Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.

Situational Reasoning: Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving evaluation of information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderately heavy weight (20-40 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Dexterity: Requires the ability to perform simple movements requiring moderate coordination, such as those required to operate a computer keyboard.

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, and odors. Some tasks require visual perception and discrimination, as well as oral communications ability

Environmental Factors: Tasks may risk exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

PERFORMANCE INDICATORS

The work performance of supervisory personnel of Duplin County is routinely evaluated according to the performance criteria outlined herein:

Knowledge of Work: Has considerable knowledge of the methods, procedures and policies of Duplin County as such pertains to the performance of the essential duties of Applications Programmer/Analyst. Has considerable knowledge of principles and practices of computer programming and web site design, computer hardware and peripherals, and operating systems. Has working knowledge of the laws, ordinances, standards, and regulations pertaining to the essential duties and responsibilities of the position. Has considerable 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. Has considerable knowledge of terminology and related professional languages used within the department as such pertains to work responsibilities. Knows how to maintain cooperative and effective relationships with intra- and interdepartmental personnel, as well as any external entities with which 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 which position interacts.

Quantity of Work: Performs described Essential Functions and related assignments efficiently and effectively in a manner to produce a quantity of work which consistently meets established standards and expectations.

Organizing: Efficiently organizes own work and that of subordinates as well. Ensures personnel under charge understand what results are expected of them, and that each regularly and appropriately informed of all matters either affecting or of concern to them.

Staffing: Works with upper management, where appropriate, to select and recommend employment of qualified personnel. Personally directs the development and training of personnel under charge, ensuring their proper induction, orientation, and training.

WEB ADMINISTRATOR/ANALYST

Leading: Provides a work environment that encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership, as well as the application of such principles to functions under charge. Provides adequate feedback to personnel under charge concerning their performance in terms of excellent, satisfactory, or lacking. Commends and rewards personnel under charge for outstanding performance, and takes timely and appropriate disciplinary action as necessary. Exercises enthusiasm in influencing and guiding others toward achievement of established goals and objectives.

Controlling: Establishes and maintains a work environment which is orderly and controlled. Coordinates, audits, and controls manpower and financial resources efficiently and effectively. Coordinates, audits, and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of established standards, methods, and procedures.

Delegating: Assigns duties and responsibilities as necessary and/or appropriate to meet goals, enhance abilities of personnel under charge, build their confidence, and assist them in personal growth. Establishes and maintains confidence in personnel under charge to meet new or additional expectations.

Decision-Making: Exercises discretion and judgment in developing and implementing courses of action affecting functions under charge. Recognizes when a particular policy, procedure or strategy does not foster the desired result. Moves decisively and explicitly to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of functions under charge. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change that supports achievement of goals and objectives.

Human Relations: Strives to develop and maintain excellent rapport with personnel under charge. Listens to and considers their suggestions and complaints, and responds appropriately. Establishes a work environment to promote and maintain mutual respect.

Policy Implementation: Has a clear and comprehensive understanding of policies regarding functions under charge and the function of the organization. Adheres to all policies in the discharge of duties and responsibilities, and ensures the same for personnel under charge.

Policy Formulation: Maintains current knowledge of changes in operating philosophies and policies, and routinely reviews such policies to ensure any changes in philosophy or practice are appropriately incorporated into functions under charge. Recognizes and understands the relationship between operating policies and practices and morale and performance. Strives to ensure established policies enhance same.

Employee's Signature

Date

Supervisor's Signature

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.

000205

Dependability:

Assumes responsibility for 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.

WEB ADMINISTRATOR/ANALYST

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides sufficient notice to upper management with respect to vacation time and leave requests.

Initiative and Enthusiasm: Exhibits an enthusiastic, self-reliant and self-starting approach to meet 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 identification of alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advisement 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 same. Questions such instruction and direction when clarification of results or consequences is justified, i.e., poor communications, variance with established policies and procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation both intra- and interdepartmentally.

Relationships with Others: Shares 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 position interacts. Tactfully and effectively handles requests, suggestions, and complaints in order to establish and maintain good will. 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. Estimates expected time of completion for work elements, and establishes 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. Ensures such standards are not violated.

Planning: Plans, coordinates and utilizes information effectively in a manner to improve activities and production. Knows and understands expectations regarding such activities and works to ensure such expectations are met. Develops and formulates ways, means, and timing to achieve established goals and objectives. Effectively and efficiently organizes, arranges, and allocates manpower, financial resources, and other designated resources to achieve such goals and objectives.

ADDENDUM TO PROPOSAL AND SOFTWARE LICENCE AGREEMENT

THIS ADDENDUM TO THE PUBLIQ Software Proposal and Software License Agreement ("Addendum") is entered into by and between DUPLIN COUNTY WATER ("Duplin") and PUBLIQ, LLC ("PUBLIQ").

WITNESSETH:

WHEREAS, simultaneously with the execution of this Addendum, Duplin and PUBLIQ have entered into Proposal #712108-WC18 and Software License Agreement (collectively 'Agreement'); and

WHEREAS, the parties desire to make certain modifications to the Agreement pursuant to the terms stated herein

NOW THEREFORE, in consideration of the mutual covenants and obligations of the parties, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows

- 1
- On page 6 of the Agreement, the following sentence is deleted in its entirety: "Amounts not paid when due will be subject to a finance charge of 1 5% per month (18% per year)"
- 2
- On page 9 of the Agreement the following sentence is deleted in its entirety 'Change order items may cause PUBLIQ project managers to suspend project implementation due to other prearranged commitments '
- 3
- The Section entitled 'Governing Law and Jurisdiction' on page 10, is deleted in its entirety
- 4
- Subsection (c) under the section entitled 'Express Warranties, Disclaimers and Damages Limits' is deleted in its entirety and replaced with the following

Rights to Damages Limited. Under no circumstances will either party be liable to the other for incidental, special, punitive, or consequential damages whether under warranty, tort, contract strict liability or otherwise "
- 5
- On page 10 of the Agreement, the following sentence is deleted in its entirety 'Amounts not paid when due will be subject to a finance charge of 1 5% per month (18% per year) "
- 6
- Section 10.3 on page 13 of the Agreement is deleted in its entirety and replaced with the following

"Each party shall have no liability with respect to its obligations under this Agreement for consequential, exemplary, or incidental damages even if has been advised of the possibility of such damages. Licensor's sole liability, including without limitation, arising out of contract, negligence, and strict liability in tort, shall not exceed ten times (10x) the amounts paid or payable by Licensee for the Software services during the twelve (12) months preceding the claim."

7. Section 15.3 on page 14 of the Agreement is deleted in its entirety.

8 Except as expressly stated herein, the terms of the Agreement shall remain in full force and effect. To the extent there is any conflict between the Agreement and this Addendum, this Addendum shall control. Capitalized terms in this Addendum shall have the same meaning as the Agreement, unless otherwise defined herein.

IN WITNESS WHEREOF, the parties have executed this Addendum on this the 11th day of February, 2020.

PUBLIQ, LLC

By: _____
Its.
Title:

DUPLIN COUNTY WATER

By: Dexter B. Edwards
Its. Chairman
Title Duplin County Board of Commissioners



PUBLIQ

Duplin County Water
PUBLIQ Software
02/12/2021

Duplin County Water
119 Middleton Cemetery Ln
Kenansville, NC 28349

Agreement to contract for cloud-based utility management, payment
processing and inventory software services
for
Utility Office

Submitted By: Will Cauthen , Sales Representative
PUBLIQ, LLC
PUBLIQ SOFTWARE
February 12, 2021

Description of Agreement for Software and Services

This is an agreement for PUBLIQ to provide Duplin County Water with ASP services for the Utility Office. The following software modules will be provided by PUBLIQ via ASP: Cloud Utility Billing, Cloud AMR/AMI Interface, Cloud Internet & IVR Payments, Cloud Centralized Collections, Cloud Doc Mgmt for UB, Cloud E-Bill Presentation & Cloud Inventory System. ASP Services means that PUBLIQ will host the client's data and programs on a server at PUBLIQ in Spartanburg. The client users will access this server via the Internet.

Description of Agreement for Hardware and Services

Agreement to purchase Data Conv - Optional History

SPECIAL NOTE: At the request of the Client, an Addendum is included as part of this Agreement.

For the purposes of this Agreement, the contracting County, Municipality or Utility Agency is referred to as "Client" and PUBLIQ, LLC is referred to as "PUBLIQ."

Client's Responsibilities

It is the Client's responsibility to provide appropriate Internet service to any site(s) connecting to PUBLIQ's servers. The recommendation for Internet connectivity is fiber optic, cable and digital subscriber line (DSL) in that order. Download speed should be no less (much higher speeds are preferred) than 5 Mbps per network user and 10 Mbps total upload speed. A single static public IP address is required as part of PUBLIQ's security protocol for each site that will have a direct connection to PUBLIQ Software data centers.

Invoicing for the Cloud Setup Fee will occur following receipt of this executed document. Invoicing for the maintenance of any single software module will be triggered by either the inception of training or the inception of data conversion, whichever occurs first.

Electronic Bill Presentation is an optional upgrade of the Internet Payment Portal that allows the utility customer to view, save or print PDF (Adobe Acrobat Viewer) files of their current bill as well as the previous twelve bills. In order for these images to be populated, the bills must be printed by the Client or by PUBLIQ's Batch Services for Print and Mail. If the Client chooses to have a third-party print and mail bills, those images will not be available for display.

The pricing herein INCLUDES data conversion services for the Utility Billing module. The PUBLIQ Software Training Department will coordinate with Client office staff to receive reports that provide specific and current data elements that include, but are not limited to: account name, billing address information, physical service location, last meter reading, meter serial numbers and balance due. At the Client's request, additional historical data conversion for Utility Billing is included herein.

Credit Card transactions that occur through the PUBLIQ Internet Payment Portal, IVR Payment System or Centralized Collections module require that the Client contract with and acquire a Merchant ID (or multiple IDs depending on need) through PUBLIQ's approved credit card processor(s).

Hardware Specifications

PUBLIQ rigorously tests its software on specific hardware components in order to guarantee functionality. The specific hardware below is strongly recommended but not required.

Workstations: All workstations should have a minimum of 4GB of RAM and be protected by an active firewall and antivirus/antimalware/antispware software. The recommended operating systems are Windows 8.1 or 10 Professional.

Printers: For the purposes of printing payroll checks, accounts payable checks and utility bills, we recommend the Lexmark MS823DN laser printer or subsequent comparable model. Postcard utility bills require a printer compatible with form size A5. For the purpose of printing payment receipts, PUBLIQ requires Epson printer model H6000IV.

Scanners: Canon scanner models DR-C125 and DR-M140 are compatible with PUBLIQ Software Document Management software. The recommended barcode scanner model is the Honeywell MK7580G.

Payment Card Terminals: If Centralized Collections is used for the receipt of in-house payments, an Ingenico ISC480 (formatted for use with a PUBLIQ approved processor) is required at each workstation that will transact credit and debit card payments.

Hardware Maintenance

The Hardware Maintenance as offered herein is an optional service provided by PUBLIQ to the Client if so selected. This service is not an extension of the manufacturer's warranty. The maintenance service, if required, is triggered by the Client calling the toll-free support line and describing the nature of the problem. At PUBLIQ's discretion, the service provided may be remote trouble shooting or may be an onsite visit by a technician. If it is determined by a PUBLIQ Software technician that the hardware unit requires replacement, the replacement unit will be provided at no cost to the Client, and may be new, like new, reconditioned, or similar condition depending on availability.

Third-Party Software

Installation of third-party software is offered on a case-by-case basis. It is recommended that the Client directly contract with the manufacturer for any Software as a Service (SaaS) such as Microsoft Office 365 or antivirus, antimalware, Internet security, or other commercial software applications.

Custom Forms

PUBLIQ recommends custom forms be ordered for in-house printing of Utility Bills, Accounts Payable and Payroll Checks, or other forms that need to align to and comply with PUBLIQ Software printing formats.

Cloud Features

The Cloud server will be maintained by PUBLIQ in the company's Data Center in Spartanburg, South Carolina. This location is a highly secure, controlled, environmentally-correct data center designed for Cloud service. Only PUBLIQ employees with proper security clearance have access to the Center and the servers. Only authorized PUBLIQ support and service personnel will have network (sign on) access to your Cloud system. A secondary site with equal security and redundancy in Ashburn, Virginia is used for colocation of live data. In addition, PUBLIQ will perform the following tasks as a part of the Cloud agreement:

- 1. PUBLIQ will perform daily backups of the Client's data. Once a week, a tertiary (third-level) backup will be taken to a secure offsite location.
- 2. PUBLIQ will load program revisions as needed.
- 3. PUBLIQ customer support personnel will have network (sign on) access to your system to better assist the Client users in problem resolution.

A key benefit of Cloud service is that there is no requirement for a server at the Client's site for the purposes of hosting the PUBLIQ Software. However, the Client may still need or opt to have a local server for other application software, domain management, file and print sharing, or other server-based functions. It is the Client's responsibility to determine if any pre-existing server is still needed after the implementation of the PUBLIQ Software.

Details for Internet Payment Credit Card Transaction Fees

The Client agrees to purchase INTERNET PROCESSING for Utility Payments as set forth below. PUBLIQ agrees to provide the participating Client with a system to upload unpaid utility data to a website furnished by PUBLIQ Software, at which time payments can be processed and a payment file returned to the customer via the Internet. Utility bills can be paid over the Internet by using a credit/debit or ATM card. Credits cards including Visa, MasterCard, and Discover (American Express is optional) are accepted. The Service Fee for utility Internet and IVR payment is as follows:

Option A (convenience fee paid by utility customer)

In this option, the Convenience Fee is added to the bill amount and paid by the utility customer at the time of the online transaction.

Mastercard, Visa, Discover & American Express	Mastercard, Visa & Discover (excludes AmEx)
2.95%	2.65%

This convenience fee covers the transaction fees as assessed by the Credit Card Companies as well as all expenses that PUBLIQ incurs in the hand off and processing of data and the direct interface that allows near-real-time posting of payments to customer accounts in the Utility Billing Software Module.

Option B (transaction fee paid by Client)

In this model, the participating city county utility entity (hereafter, Client) will enroll as merchant(s) directly with PUBLIQ's approved credit card service provider(s) under the utility programs of Visa and MasterCard. Processor will contact the Utility and set a per transaction processing fee for each credit card transaction. This obligation will be directly between the Client and the service provider. PUBLIQ agrees to provide necessary hardware, systems, and infrastructure, to carry and route electronic transaction information, and to provide record creation, maintenance and reporting. For its participation, PUBLIQ will charge the Client a separate per-transaction fee of \$0.25 which is independent of the transaction method (e.g. telephone, Internet, point-of-sale). The Client will therefore realize total fees of the per transaction fee from the processor plus a \$0.25 assessment by PUBLIQ for each credit card transaction. Monthly statement fees and annual service fees may apply. Business and/or reward card surcharges may apply. A separate contract is required between the Client (as the merchant) and the credit card service company.

000208

Duplin County Water
PUBLIQ Software
02/12/2021

PROPOSAL FOR DUPLIN COUNTY WATER
PREPARED BY WILL CAUTHEN Sales Representative
PUBLIQ LLC
DUPLIN COUNTY WATER
119 MIDDLETON CEMETERY LN
KENANSVILLE NC 28349

EXHIBIT A
SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MONTHLY MAINT
1	N-DATACONV	Data Conv. - Optional History	\$3,500.00	\$3,500.00	\$0.00
TOTAL HARDWARE COST					
				\$3,500.00	\$0.00
QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MONTHLY MAINT
1	N-TRAINSELP	Cloud Setup Fee	\$1,000.00	\$1,000.00	\$0.00
3	N-ONSITE TRAINING	Onsite Training Days	\$1,000.00	\$3,000.00	\$0.00
TOTAL TRAINING COST					
				\$4,000.00	\$0.00
TOTAL HARDWARE & TRAINING COST					
				\$7,500.00	\$0.00
QTY	MODEL	DESCRIPTION	MONTHLY ASP		
1	F0110	Cloud Utility Billing	\$550.00		
1	F0116	Cloud AMR AMI Interface	\$0.00		
1	F0115	Cloud Internet & ITR Payments	\$150.00		
1	F0120	Cloud Centralized Collections	\$175.00		
1	F0143	Cloud Doc Mgmt for LB	\$125.00		
1	F0148	Cloud I-Bill Presentation	\$100.00		
1	F0125	Cloud Inventory System	\$145.00		

TOTAL MONTHLY ASP SOFTWARE COST

\$1,225.00

Duplin County Water
PUBLIQ Software
02/12/2021
Terms of Contract

Software prices in this quote are valid for a period of 30 days

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Maintenance invoices will be issued separately. These invoices are due and payable upon receipt. **Your account must be paid 15 days from the billing date.** Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year)

Investment Totals

Hardware & Installation \$3,500.00
Sales Tax of 5% based on \$0.00 \$0.00
Freight \$0.00
Total Hardware (due upon delivery of hardware) **\$3,500.00**

Total Training (due at start of training per application) **\$4,000.00**
Total Initial Expenditure (Hardware + Training) \$7,500.00

Annual ASP Service Cost: (12 months @ \$1,225.00 mo) \$14,700.00
First Year Total Cost \$22,200.00

000209

Maintenance

II. Software Maintenance:

Software Maintenance is required and is payable 90 (ninety) days after installation and the beginning of training

Software Licensing

The parties acknowledge and agree that all software-licensing issues for software not produced by PUBLIQ are between client and software manufacturer, and PUBLIQ is not acting as an agent for any such manufacturers. Client acknowledges that it is their responsibility to know how many licenses are needed for their business and to purchase the legal amount. Client understands and agrees that PUBLIQ cannot be held liable in any way for performing work on a client computer that has illegally pirated software. PUBLIQ will assist client in determining licensing requirements but any and all such efforts not included in this agreement will be considered in addition to the services herein and will be invoiced separately.

Conversion of Data

Data Conversion Requirements

The following information must be provided by the client from their current vendor for the data files they want converted

- 1) Data must be in a 'fixed length' ASCII file format
- 2) Data layouts must contain field name, description and position
- 3) Sample data of the files to be converted

Training

PUBLIQ takes pride in the proper training of your employees so they may effectively utilize the PUBLIQ Software system. Training will be scheduled by a PUBLIQ representative with the designated person from your staff. This Training will take place with a PUBLIQ Software representative either at the customer site or remotely via the internet. This proposal includes training for each software system purchased in accordance with the schedule that follows:

Software	On-site Days	Remote Hours
Cloud Utility Billing	3	12
Cloud AMR/AMI Interface		2
Cloud Internet & IVR Payments		4
Cloud Centralized Collections		4
Cloud Doc Mgmt for UB		2
Cloud E-Bill Presentation		2
Cloud Inventory System	3	4
Total		30

IMPORTANT

- If training exceeds the number of visits specified above, a charge per visit for training will apply.
- It is the responsibility of the customer to have the employee or employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires a minimum of 24 hours advance notice. Failure to notify PUBLIQ of a training cancellation in a timely manner will result in the forfeiture of the allotted training visit(s).

Duplin County Water
PUBLIQ Software
02/12/2021

Equipment Installation and Setup for Duplin County Water

The installation and setup of equipment in the proposed system includes the following

Hardware to be handled with a separate agreement

In addition, the setup of network and testing of all equipment functions, with all computers booting from their hard drives is included

Change Orders

Third party delays, incomplete customer task list items, or items not included in this agreement may require an additional signed contract. This may include, but is not limited to, additional engineering services, travel expenses for additional or rescheduled visits, "lost" engineering time, or changes in client objectives. Change order items may cause PUBLIQ project management to suspend project implementation due to other prearranged commitments

Customer Responsibilities

It is the responsibility of the customer to provide a suitable environment for the equipment to be installed. This location includes, but is not limited to, proper electrical supply of the correct voltage and proper grounding of electrical components. Additionally, it is the responsibility of the customer to coordinate the dates of installation so as not to interfere with court sessions, special meetings, and other similar occurrences

Duplin County Water
PUBLIQ Software
02/12/2021

Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this agreement shall be South Carolina.

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty. PUBLIQ warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Payment is due 15 days from billing date. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

000211

**Duplin County Water
PUBLIQ Software
02/12/2021**

Schematic Drawing of Installation Environment

The following is a detailed sketch copy of the floor plan where equipment is to be installed

Page 11 of 14

Proposal #712108-WC18

Legend

Desks, computers, printers, and so forth are indicated by the following

☐ =	Desk	H	=	Host Computer	S	Secondary Computer
LP =	Local Printer	SP	=	System Printer	NP	Network Printer
E =	Ethernet Cable	T	=	Token Ring Cable	M	Modem

**Duplin County Water
PUBLIQ Software
02/12/2021**

Hardware Maintenance

Yes, I want hardware maintenance on the equipment being purchased

Bill us: ☐ Quarterly ☐ Annually

No, I do not want hardware maintenance on the equipment being purchased.

ASP Service

Bill us: ☐ Monthly ☐ Quarterly ☐ Annually

ASP Agreement Period and Termination Policy

Client agrees for a period of thirty-six (36) months from the date of this agreement to pay the monthly ASP charge listed above in Exhibit A. If client chooses to terminate this agreement for any reason before the three year period is up, client agrees to pay the remaining balance of the ASP charge. Upon completion of the thirty-six month period, client may terminate the contract without penalty at any time. Client will continue to be billed the monthly ASP charge until this contract is terminated in accordance with the terms of the termination clause in the attached license agreement.

Training

I understand and agree with the Training Schedule set out in this contract under Training

Software

I understand that the software is sold "as is" unless noted previously under Special Notifications

PUBLIQ, LLC

By _____ By _____

Title	Title
-------	-------

Date	Date
------	------

000212
8

Page 12 of 14

Proposal #712108-WC1

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this 12th day of February, 2021, between PUBLIQ, LLC, hereinafter referred to as "Licensor," and PUBLIQ and Duplin County, Water (hereinafter "Licensee").

1. **RECITALS**
PUBLIQ, a South Carolina Corporation, is the licensor of the PUBLIQ Software Cloud Utility Billing, Cloud AMR, AMI Interface, Cloud Internet & TVR Payments, Cloud Centralized Collections, Cloud Doc. Mgmt. for U/B, Cloud E-Bill Presentation, Cloud Inventory System (hereinafter referred to as the "System"), to be used on the computer equipment as set forth on Exhibit A, or such other computer or computers as Licensee may approve in writing.

2. **LICENSE**
1.1 **Grant of License.** Licensor grants to Licensee pursuant to the following terms and conditions, a perpetual non-exclusive, non-transferable license to use Licensor's software and the software user's manual (hereinafter collectively, "Software").
1.2 **Use of Software by Licensee.** The License granted under this Agreement authorizes Licensee to use the Software in machine readable form on a single central processing unit (hereinafter "CPU"). Licensee may temporarily transfer the software to backup equipment if the CPU is inoperative and Licensee gives Licensor advance notification of such transfer. The Software shall be used only for Licensee's own business and Licensee shall not permit any parent, subsidiaries, affiliated entities or third parties to use the Software.

3. **CONSIDERATION**
In consideration of the foregoing license, Licensee shall pay Licensor the sum set forth on Exhibit A. Any equipment to be provided by Licensor shall be furnished in accordance with the schedule set forth on Exhibit A.

4. **COPIES**
Licensee shall not copy or duplicate in whole or in part the Software provided under this Agreement in computer code form. Licensee may solely to use Software made by archival copies of the Software. Licensee shall have no other right to copy or print, in whole or in part, the Software or the Procedure Manual without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensor.

5. **SOFTWARE OWNERSHIP**
4.1 **Licensor's Representation.** Licensor represents that it is the owner of the Software and all portions thereof.
4.2 **Modifications.** Only Licensor shall have the right to modify, maintain, enhance or otherwise alter the Software.
4.3 **Transfer.** Under no circumstances shall Licensee transfer in any manner, in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. **TITLE TO SOFTWARE AND CONFIDENTIALITY**
The Software is proprietary to Licensor and, title to it remains with Licensor. All applicable rights to trade secrets or any modifications or enhancements made by Licensor or at Licensee's request shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect the Software in a manner consistent with the maintenance of Licensor's rights herein and to take appropriate action by instruction of agreement with its employees, agents or consultants who are permitted access to the Software to satisfy Licensee's obligations hereunder.

7. **PATENT AND COPYRIGHT INDEMNIFICATION**
Licensee is neither authorized nor obligated to defend any action brought against the Licensee to the extent that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section if a claim for patent, copyright, license or trade secret infringement is based on the use of a superseded or altered version of the Software if such infringement would have been avoided by the use of the latest unaltered version of the Software available as an update.

8. **DELIVERY AND ACCEPTANCE**
Licensor shall deliver the Software at the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the date of the first training session unless another date is specified in Exhibit A.

9. **HARDWARE REQUIREMENTS**
Because of compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment as set forth in the current Exhibit A or such other computer or computers as Licensor may approve in writing.

10. **WARRANTY**
10.1 **Scope.** Licensor warrants that for ninety (90) days after acceptance, the Software will conform to the Software specifications set forth in the PUBLIQ Software System Procedure Manual, including but not limited to, operating performance and compatibility. During the warranty period, Licensor will use its best efforts to correct defects which substantially affect system performance and shall, without additional charge, correct system errors and issue directed releases to Licensee. After the expiration of the warranty period, Licensor shall provide maintenance of Software if Licensee subscribes to software maintenance service.

10.2 **Warranty Limitation.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE AND PERFORMANCE OF THE SOFTWARE.

10.3 **Liability Limitation.** Licensor shall have no liability with respect to its obligations under the Agreement for consequential, exemplary or incidental damages even if it has been advised of the possibility of such damages. Licensor's sole liability, including liability arising out of contract, negligence, and strict liability in tort, shall not exceed any amounts paid by Licensee for the Software.

11. **RESPONSIBILITIES OF LICENSEE**
11.1 **Use by Licensee.** Licensor has no control over the conditions under which Licensee makes use of the Software and Licensor does not and cannot warrant the results obtained by such use. The Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software, including but not limited to audit controls and operating methods, establishing adequate backup plans, and implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

11.2 **Responsibility for Accuracy of Information.** Licensee shall remain solely responsible for the accuracy of information obtained from the use of the Software and the use of such information, even if any inaccuracy is due to Software errors or malfunctions. Specifically, and without limitation, Licensee shall remain solely responsible for procedures performed or information provided

to third parties and shall indemnify and hold Licensor harmless from any claim arising there from.

12. **TAXES**
Licensee shall, in addition to the other amounts payable under the Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, unless exempted by a tax exemption certificate.

13. **ASSIGNMENT**
The license granted hereby shall terminate automatically upon the sale or transfer by Licensee of all or substantially all of its assets or upon a sale or transfer of a controlling interest deemed to be 50% or more of the beneficial ownership of Licensee) in Licensee without the prior written consent of Licensor, which consent will not be unreasonably withheld.

14. **TERMINATION**
Licensor shall have the right to terminate this Agreement and the license granted herein:
(a) upon ten (10) days written notice in the event the Licensee or its officers, agents, or employees violate any provision of the Agreement; or
(b) in the event Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state law; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up or liquidated voluntarily or otherwise.
In event of termination by reason of Licensee's failure to comply with any part of the Agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right at any time to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice. Within thirty (30) days after termination of the license, Licensee will return to Licensor the Software in the form provided by Licensor or as modified or upon request by Licensor, destroy the Software and all copies and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software.

15. **MISCELLANEOUS**
15.1 **Complete Agreement.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement, including Exhibit A, is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
15.2 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

- (a) To Licensor: PUBLIQ, LLC
Post Office Box 1412
Spartanburg, SC 29304
- (b) To Licensee: Duplin County Water
119 Middleton Cemetery Ln
Kenansville, NC 28349

15.3 **Governing Law and Jurisdiction.** The Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.
15.4 **Statute of Limitations.** No action regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has arisen.
15.5 **Waiver.** The waiver or failure of Licensor to exercise in any respect any right provided or herein shall not be deemed a waiver of any further right hereunder.
15.6 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed voided, and the remaining provisions shall not be affected in any way.
15.7 **Headings.** The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

LICENSOR PUBLIQ, LLC

By _____

Title _____

LICENSEE Duplin County Water

By _____

Title _____
The Chairman, Duplin County Board of Commissioners

By _____
April 5, 2021

As to Licensee

000213



Duplin County Water
119 Middleton Cemetery Lane
Kenansville, NC 28349

Services Agreement for
Printing, Inserting & Posting of Utility Bills

This Computer Services Agreement (the "Agreement") made and entered into as of the 5
day of April, 2021, by and between PUBLIQ, LLC d/b/a PUBLIQ Software (hereafter,

"PUBLIQ") and Duplin County Water (hereafter, "Customer")

By *Will Cauthen, MBA*
PUBLIQ Software

March 4, 2021



This is an agreement to laser print Customer's bills on an 8 1/2" x 11" statement form and includes the forms (perforated statement bill, delivery window envelope and return envelope), printing, postage and handling charges

For 8 1/2" x 11"

After laser printing, PUBLIQ will fold and insert the utility bills along with a #9 Return Envelope into a #10 Outgoing Envelope

PUBLIQ will then process the bills through MLOCR equipment that applies postage barcodes and sorts the pieces into delivery point order. The work is trayed, strapped and delivered to the Postal Processing Center. From receipt of the print file, please allow forty-eight hours for delivery to the USPS facility.

PUBLIQ will print the Utility Bills as batches are processed by Customer with the exception of ***NONE*** which will continue to be printed by Customer. PUBLIQ will receive emails of these batches. The batches will be processed as they are received.

Customer will contract with PUBLIQ for forms and printing. This contract is for multi-color utility bills.

Customer will contract with PUBLIQ for printing, folding, inserting, barcoding, sorting and postage for 8 1/2" x 11" bills. Any increase in postage rates will be the responsibility of Customer.

The utility bills will be designed by Customer and PUBLIQ. A space will be reserved on the stub for validation of mail-in payments. A space will be reserved on the back of the utility bill for validation of walk-in payments. Three bar charts will illustrate the thirteen-month usage any metered service (water, electric, gas, etc.) except for postcard bills which will not have bar charts.

Inserting other items into the outgoing envelope is available at an additional cost for 8 1/2" x 11" bills. Additional items will be mailed separately for pressure seal bills and postcard bills at additional cost plus postage.

NOTE: This proposal is based on printing utility bills generated from PUBLIQ Software's Utility Billing module.

SPECIAL NOTE:

- At the request of the Client, the section below titled "Governing Law and Jurisdiction" has been struck from this agreement.
- In the "Terms" section, the sentence imposing penalties for late payments has been struck from this agreement.

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1. Services for laser printing, folding, inserting, barcoding, sorting, trayng utility bills:

PUBLIQ prints, folds, inserts, posts and sorts the mail in-house, and deliver to a USPS facility for mail delivery

STATEMENT (8 1/2" x 11") UTILITY BILLS

Qty	Description	Unit Price	Ext Price
7,300	8 1/2" x 11" Statement Bill Print Service - Statement Bill (Perforated, multi-ink color) #10 Window Envelope #9 Return Envelope - Postage, Sorting & Delivery to USPS	\$ 0 55	\$ 4,015 00
0	Optional Insert - Laser-printed, two-sided, multi-color printed insert (CCR, Newsletter, Notice, etc) – Medium coverage	\$ 0 08	
Total			\$ 4,015.00

Notes

- Pricing above is based on customer-provided estimates Actual bill quantity may vary
- Invoices for services will be based on actual quantities and associated postal charges
- There is a limit of two inserts per bill due to postal restrictions
- Per piece price does not include additional services requested by Customer
- Standard form 8 1/2" x 11" turnaround is two business days from receipt of approved proof

2. Governing Law and Jurisdiction

~~This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.~~

3. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement

4. Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty PUBLIQ warrants that it will supply the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement
- (b) THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- (c) Right to Damages Limited Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise

5. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all

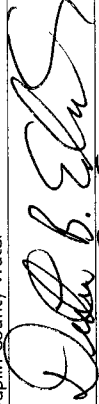
obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties

6. Terms

Invoices will be billed at the end of the month Your account must be paid by the 15th of the following month ~~Amounts not paid when due will be subject to a finance charge of 1.5% per month (1.8% per year)~~ This Agreement is for a period of one year from the date of signing by both parties After the one year period expires, the Agreement will continue on a month-to-month basis If the customer wishes to cancel, written notice must be provided to PUBLIQ thirty (30) days prior to the cancellation date Customer is responsible for the cost of any unused customized forms that are on hand at the time of cancellation of service

7. Signature

Please have the authorized person sign both copies and return them to PUBLIQ Software PUBLIQ will sign both copies and return one signed contract to you

Service Provider:	PUBLIQ, LLC d/b/a PUBLIQ Software
By:	
Print Name:	
Title:	
Date:	
Client:	Duplin County Water
By:	
Print Name:	Dexter B. Edwards
Title:	Chairman, Duplin County Board of Commissioners
Date:	April 5, 2021



PUBLIQ Software
(864)253-8650
1-800-235-0762
spartanburg, s.c. 29304
FAX (864) 253-8692

Duplin County Water
PUBLIQ Software
02/26/2021

Duplin County Water
119 Middleton Cemetary Ln
Kenansville, NC 28349

Agreement to purchase three receipt printers, barcode
scanners, document scanners & laser printer
for
Billing Office

Submitted By: Will Cauthen, Sales Representative
PUBLIQ, LLC
PUBLIQ Software
February 26, 2021

Description of Agreement for Hardware and Services

- Agreement to purchase
(3) Epson Receipt Printer
(3) Honeywell Barcode Scanner MK7580G
(3) Canon Document Scanner DR-C225II
(1) Lexmark MS823dn 65ppm Printer

The following equipment is not covered under QS/1 hardware maintenance. It is covered by the limited manufacturer's warranty only. (3) Canon Document Scanner DR-C225II

SPECIAL NOTE: At the request of the Client, the following modifications have been made.

1. In the Section entitled "Terms", the following sentence is deleted in its entirety "Amounts not paid when due will be subject to a finance charge of 1 5% per month (18% per year) "
2. The Section entitled "Governing Law and Jurisdiction" is deleted in its entirety

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Duplin County Water
PUBLIQ Software
02/26/2021

PROPOSAL FOR DUPLIN COUNTY WATER

PREPARED BY: WILL CAUTHEN, Sales Representative
PUBLIQ, LLC
DUPLIN COUNTY WATER
119 MIDDLETON CEMETARY LN
KENANSVILLE, NC 28349
EXHIBIT A

HARDWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY
3	G-C31C G62034	Epson Receipt Printer	\$545.00	\$1,635.00	\$53.55
3	H-MK7580G-30B38	Honeywell Barcode Scanner MK7580G	\$329.84	\$989.52	\$32.35
3	H-3258C002-AA	Canon Document Scanner DR-C225II	\$377.65	\$1,132.96	\$37.00
1	G-50G0200	Lexmark MS823dn 65ppm Printer	\$950.00	\$950.00	\$31.50

TOTAL HARDWARE COST

\$4,707.48

TOTAL HARDWARE COST

\$4,707.48

\$113.40

Duplin County Water
PUBLIQ Software
02/26/2021

Terms of Contract

Hardware types and hardware prices could vary according to the availability of equipment when the order is actually signed and placed

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Maintenance invoices will be issued separately. These invoices are due and payable upon receipt. **Your account must be paid 15 days from the billing date.** Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Total Initial Investment Base \$4,707.48
Sales Tax of 7% based on \$4,707.48 \$329.52
Freight \$120.00

\$5,157.00

Total Initial Investment

Initial Payment Terms

Initial Deposit: 20% \$1,031.40
Second Payment: All unpaid Hardware (due upon installation of hardware) \$3,676.08
Final Payment: All unpaid balance (*due upon start of training per software application*) \$449.52

Maintenance Schedule for First Year¹

Hardware 12 months @ \$113.40 per month

Total Maintenance

\$1,360.80
\$1,360.80

¹ Maintenance charges are in addition to investment amounts. See the section entitled **Maintenance** in this document for more information.

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Maintenance

I. Hardware Maintenance:

A *Hardware Maintenance* agreement should be considered payable 30 (thirty) days after installation and billed either quarterly or annually thereafter. I understand that if the equipment fails after warranty and a maintenance agreement is not purchased, our agency must issue purchase orders when repairs are needed. Also, my agency will either send the equipment to PUBLIQ, Spartanburg, South Carolina for repair or request possible service on site on a *Time and Materials* basis

Equipment Installation and Setup for Duplin County Water

The installation and setup of equipment in the proposed system includes the following

Client to have their internal IT staff to install hardware

In addition, the setup of network and testing of all equipment functions, with all computers booting from their hard drives is included

Change Orders

Third party delays, incomplete customer task list items, or items not included in this agreement may require an additional signed contract. This may include, but is not limited to, additional engineering services, travel expenses for additional or rescheduled visits, "lost" engineering time, or changes in client objectives. Change order items may cause PUBLIQ project management to suspend project implementation due to other prearranged commitments

Customer Responsibilities

It is the responsibility of the customer to provide a suitable environment for the equipment to be installed. This location includes, but is not limited to, proper electrical supply of the correct voltage and proper grounding of electrical components. Additionally, it is the responsibility of the customer to coordinate the dates of installation so as not to interfere with court sessions, special meetings, and other similar occurrences

Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this agreement shall be South Carolina

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty PUBLIQ warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

(c) Right to Damages Limited Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Payment is due 15 days from billing date. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year)

Duplin County Water
PUBLIQ Software
02/26/2021

Schematic Drawing of Installation Environment
The following is a detailed sketch/copy of the floor plan where equipment is to be installed

Duplin County Water
PUBLIQ Software
02/26/2021

Hardware Maintenance
Yes, I want hardware maintenance on the equipment being purchased
Bill us: ☐Quarterly ☒Annually
No, I do not want hardware maintenance on the equipment being purchased.

Initials

PUBLIQ, LLC
By

Duplin County Water

Title Marketing Representative
Date
Chairman Duplin Co. Board of Commissioners
4/5/21

Legend

Desks, computers, printers, and so forth are indicated by the following

□

=

Desk

LP

=

Local Printer

E

=

Ethernet Cable

H

=

Host Computer

SP

=

System Printer

T

=

Token Ring Cable

S

=

Secondary Computer

NP

=

Network Printer

M

=

Modem

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Proposal #103144-WC10

Page 8 of 8

Proposal #103144-WC10

Page 7 of 8



MASTER AGREEMENT
FOR
GOVERNMENT CUSTOMERS

OFFICE ADDRESS OF JHA:

Jack Henry & Associates, Inc.
663 Highway 60 • P. O. Box 807
Monett, MO 65708

NAME AND ADDRESS OF CUSTOMER:

Duplin County Water Utility
119 Middleton Cemetery Lane
Kenansville, NC 28349

Jack Henry & Associates, Inc., acting through its ProfitStars® Division ("JHA") and Customer agree to this Master Agreement for Government Customers (the "Master Agreement") relating to Customer's acquisition of JHA's ProfitStars software products, services and hardware as further described in the following Exhibit to this Master Agreement

	Products and Services Schedule No. 1
--	--------------------------------------

The parties acknowledge and agree that this Master Agreement, together with the attached Exhibit, constitute the entire agreement between the parties with respect to the subject matter hereof

In witness of this agreement, authorized representatives of the parties have executed this Master Agreement where provided below

JHA
JACK HENRY & ASSOCIATES, INC.
ProfitStars Division

By: _____

Printed Name: _____

Title _____

Date _____

AE Will Flowers CA Amanda Weiner
032221 CA rtf
JS# :08765

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

Duplin County Finance Officer

Master Agreement for Government Customers
Duplin County Water Utility JS# :08765 CN



DEFINITIONS

1.1 "Customer" means the government customer identified in this Master Agreement

1.2 "Documentation" means all installation, operating instruction and end user manuals, in hard copy or electronic form, provided by JHA with the Software programs to support the use and operation of the Software programs

1.3 "Enhancements" mean new Software program or Services features or functions provided by JHA to Customer and other JHA customers in an effort to enhance the Software or Services sold or provided separately for an additional Software license or Services subscription or fee to other JHA customers generally. Once installed by Customer, Enhancements become an integrated part of the Software or Services, as applicable

1.4 "Error" means any material defect or malfunction of a Software product or Service that causes the Software or Services not to operate in accordance with the Documentation

1.5 "Hardware" means any third party computers, scanners, peripherals or other equipment offered by JHA to Customer and any third party operating system, database, firmware and other software programs that may be installed on the hardware and used to operate the hardware

1.6 "JHA" means Jack Henry & Associates, Inc. and/or its subsidiary or affiliated companies who have executed the Master Agreement and provide the Solution, Maintenance and Professional Services to Customer under the Master Agreement

1.7 "Maintenance" means the standard Software or Services maintenance support deliverables provided by JHA to Customer as further specified in an Exhibit or Schedule to this Master Agreement

1.8 "Professional Services" means any installation, conversion, customization, consulting, training or other services performed by JHA to assist in Customer's implementation of the Solution

1.9 "Services" means any solution-based service offering other than Professional Services which is identified in the Exhibit or Schedule and is owned by JHA

1.10 "Software" means the JHA software programs identified in the Exhibit or Schedule. Documentation accompanying the software programs and all Enhancements, Updates, Upgrades, Customizations, Modifications of the Software programs and Documentation

1.11 "Solution" means any combination of Software, Third Party Software, Services, Third Party Services and Hardware which are provided by JHA to Customer under the Master Agreement

1.12 "Third Party Services" shall mean any service offering which is identified as a Third Party Services offering in the Exhibit or Schedule and is owned by a party other than JHA

1.13 "Third Party Software" means any software program and accompanying documentation that is identified as a Third Party Software product in the Exhibit or Schedule and is owned and licensed by a party other than JHA

1.14 "Updates" means periodic program fixes, patches and releases issued by JHA to correct Errors reported in the Software programs or Services as part of standard Maintenance. Once installed by Customer, Updates become an integrated part of the Software or Services, as applicable

1.15 "Upgrades" means new versions of the Software or Services issued by JHA which include major new features and functions, for which a separate Software license or Services subscription fee from its customers generally

SCOPE OF AGREEMENT

2.1 These Standard Terms and Conditions pertain to Software licenses, Services and Hardware acquired by Customer from JHA and associated Maintenance and Professional Services that may be acquired by Customer from JHA with respect to installation and implementation of the Software, Services and Hardware. Each Software license, Services and Hardware acquisition transaction will be identified in an Exhibit Attachment, Addendum or Schedule to this Master Agreement ("Exhibit or Schedule").

2.2 With respect to Third Party Software licensed or Third Party Services acquired by Customer from JHA, the third party owner's software license agreement or services agreement accompanying the Third Party Software or Third Party Services will govern Customer's use. For a particular Software or Services offering, a supplemental exhibit or addendum document may be included with the Master Agreement

Master Agreement for Government Customers
Duplin County Water Utility JS# :08765 CN

Master Agreement
Standard Terms and Conditions
(Government Customers)

FEES

3.1 Customer shall pay to JHA the fees and expenses identified in the Master Agreement for the Solution, Maintenance and Professional Services delivered by JHA to Customer which conform to the Master Agreement

3.2 Customer shall promptly reimburse JHA for all actual, reasonable out-of-pocket expenses incurred by JHA's personnel traveling to and from Customer's site to perform Professional Services. If the Master Agreement indicates a not-to-exceed amount for these reimbursable expenses, JHA will limit its billing of its reimbursable expenses to the agreed limit. JHA will incur these expenses in accordance with JHA's corporate travel policies and procedures and will not be responsible for any expenses incurred by JHA as incurred with its invoices. JHA will be documentation of all reimbursable travel expenses charged to Customer

3.3 The parties recognize that Customer is a government entity and as a result JHA will not invoice Customer for sales or use taxes pertaining to the transactions identified in the Master Agreement on the basis of Customer's status as a tax-exempt entity. If however Customer is not exempt from the obligation to pay such taxes for the terms or services provided by JHA to Customer under the Master Agreement, JHA will invoice Customer and Customer shall be solely responsible to pay all such taxes imposed by another government entity on the transactions completed under the Master Agreement, except for taxes based on JHA's revenue or income

GRANT OF LICENSES AND USAGE RIGHTS TO SOFTWARE AND SERVICES

4.1 Software Licenses and Usage Rights. In consideration of Customer's payment of the Software license fees identified in the Exhibit or Schedule, JHA grants to Customer a non-transferable (except as authorized herein) and non-exclusive license or usage right to install, the Software internally and access and use the Software solely for its internal operations, in accordance with the scope, configuration and quantity of the Software identified in the Exhibit or Schedule. For Software designated as Standard Software, Customer shall be entitled to install, access and use the Software programs on a single server computer located at Customer's site listed in the Exhibit or Schedule. Customer may transfer the installation of the Software programs to another server at Customer's site by giving JHA prior written notice and the full installation details of the new Customer site of the installation. For Software designated as being workstation-based Software, Customer may install the Software programs on the number of Customer-owned client workstations and access the Software programs up to the maximum limit of the authorized users shown in the Exhibit or Schedule for the licenses purchased by Customer. If the Software license has an annual license term, the Software license fees includes standard Maintenance provided by JHA for the Software products

4.2 U.S. Government Rights. If Customer is a U.S. government entity, the Software products and/or Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement, as applicable

Software License and Usage Right Term Period

(a) License and Usage Right Term Options. As shown in JHA's quotation of Software licensing or usage rights options to Customer, JHA may offer the Software products for Customer's use for the duration of any of the following license or usage right term periods

(1) Twenty five (25) year license term, which requires the payment of a one-time license fee to JHA for Customer's use of the Software products. Annual Software Maintenance fees are charged separately from this one-time license fee

(2) Twelve (12) month license term ("Annual Term"), which is renewable for successive twelve month periods and requires the payment of an annual license fee to JHA for Customer's use of the Software over this period. Annual Software Maintenance fees are included as part of the Annual Term license fees paid by Customer

(3) Monthly Usage right term ("Monthly Usage Term"), which is renewable on a calendar monthly basis and requires the payment of a license fee to JHA for Customer's use of the Software over this period. Software Maintenance fees are included as part of the Monthly Usage Term fees paid by Customer

The type and duration of Software licenses acquired by Customer will be specified in the Exhibit or Schedule. JHA reserves the right to not offer any of the foregoing Software license term options for specific Software products



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18.6 The Master Agreement shall be governed by and construed in accordance with the laws of the home state of Customer, without reference to its conflict of laws provisions, and applicable U.S. federal laws and regulations. Any suit arising out of the Master Agreement must be filed in Duplin County, North Carolina.

18.7 The provisions of Sections 5, 8, 10, 11, 14, 15, 16, 4 and 17 shall survive the expiration or termination of the Master Agreement.

18.8 If any of the provisions of the Master Agreement shall be ruled by a court of law, with competent jurisdiction, to be invalid under any applicable state or federal law, the provisions shall be, to that extent, deemed to be omitted. Such omission shall not change the intent or binding nature of any or all of the rest of the Master Agreement.

<End of Standard Terms and Conditions>

ProfitStars® RemitPlus Express Hosted Services (the "Services")

Payment Terms:

1. The Install/One-Time fees will be invoiced by JHA when the Customer's site is completed and administrator credentials are provided by JHA.
2. The initial Monthly Fees will be invoiced in arrears and include a prorated amount of the monthly fees covering the period from the Implementation Date to the first day of the calendar month immediately following the Implementation Date. Subsequent Monthly Fees will be invoiced by JHA in arrears.
3. Each month, Customer will be charged the greater of (1) the total Minimum Monthly Fee, or (2) the total of the Per Item Fees. The Minimum Monthly Fee will begin on the first day of the calendar month immediately following the implementation Date.

Term: The initial term for the Services will commence on the first day of the calendar month immediately following the Implementation Date and shall continue thereafter for thirty-six (36) months. Upon completion of this initial term, the term will automatically renew for additional term periods of twelve (12) months each, unless either party gives written notice of nonrenewal no later than sixty (60) days prior to the expiration of the then-current term.

Customer Fees

Item	Description	Install Fee (EPS)	Minimum Monthly Fee (EPS)
1	ProfitStars® RemitPlus Express Hosted Services Customer Set Up and Monthly Fee	\$3,000.00	\$300.00

Customer Set Up Fee includes:

- Customer training for RemitPlus Express.
- Image Check, Coupon Check, or Check.
- OCR Scanline, Barcode or 3 Static Field FormXtra Read.
- One Project.
- Scanner driver implementation for supported hardware.
- Stop List Support.
- Single Accounts Receivable Extract File Format.
- Merchant deposit preparation via ProfitStars EPS or X9 ICL file.
- One scan station and
- 3 years of storage

Monthly Fees

Item	Description	Fee (EPS)
1	Each scan station (over the one included scan station)	\$25.00

Per Item Fees – Per Item Fee applies towards the Minimum Monthly Fee

Item	Description	Fee (EPS)
1	Per Item (includes RemitCentral)	\$0.065

Definitions:

"Project" means a process by which the Customer can choose the configuration of the Software to run in a particular way and sort remittance information differently. For example, the Customer can, through use of a Project, define what information is collected from a check, determine what areas of a remittance stub to scan and store, identify which account to deposit proceeds at, the financial institution, separate the processing of deposits according to the type of retail customer remitting the payment, and many other ways of sorting remittance information. Each such Project is created by using "ProjectBuilder" utility software. The number of Projects that Customer can build is limited by license and is stated in the fee table of the Remit Solution Section. Configuration of Projects by ProfitStars, or additional services performed by ProfitStars beyond what is stated in the RemitPlus Solution Section, will be contracted and billed as a Customer Service Order ("CSO") as signed by the Customer.

Terms and Conditions:

1. **Additional Services:** Any services not listed in footnote 2 above, including but not limited to Imported Lookup Tables, Customer Reports and Additional Projects will be billed when a Customer Service Order is signed by Customer.
2. **Monthly Scan Station Fee.** One scan station is included. A monthly scan station fee will apply for each additional scanner utilized by Customer over the one included scanner.

3 **Per Item Fee.** The "Items" metric used to determine the total count will consist of the total number of paper items (checks, forms, coupons) and any electronic items imported into the RemitPlus Express processing environment.

4 **RemitCentral Hosted Services.** RemitCentral combines remittance data from multiple sources and transmits that data to Customer. RemitCentral can interface with, and transmit data from, other JHA systems and/or from third party sources.

(a) Interfaces and Connectivity to JHA Solution Sources

- i. As part of the JHA Hosted Services solution, JHA provides and maintains standard program interfaces and connectivity between the Hosted Services and JHA's Remit Plus remittance solutions and any other JHA solutions specified in the JHA Hosted Services documentation.
- ii. JHA reserves the right at any time to modify or withdraw the provision and support for individual JHA solution interfaces and connectivity and charge separate access fees for individual JHA solution interfaces and connectivity.
- iii. Unless a fee for a specific JHA solution interface is indicated in the fee tables above, there is no separate charge by JHA for Customer's use of JHA solution standard interfaces and the connectivity provided by JHA.

(b) Interfaces and Connectivity to Third Party Sources

- i. **Standard Interfaces.** As part of the JHA Hosted Services solution, JHA provides and maintains standard program interfaces and connectivity between the Hosted Services and certain third party accounts receivable system applications, electronic payment presentation sources and remittance solutions, and electronic bill payment service providers ("Third Party Sources") specified in the JHA Hosted Services documentation.
- ii. **Nonstandard Interfaces.** If Customer's use of a Third Party Source system not currently supported by JHA's standard interfaces requires customization of the JHA standard interfaces to operate in JHA's and Customer's environments, customization Professional Services performed by JHA will be documented in a separate written services order signed by JHA and Customer and subject to Customer's payment of separate Professional Services fees for the customization. As part of the custom interface development and maintenance, JHA may require Customer to provide for JHA's use a connection to the Third Party Source system and an interface provided by Customer or the Third Party Source owner in order to establish the interoperability between the JHA Services and the Third Party Source system.
- iii. JHA reserves the right at any time to modify or withdraw the provision and support for individual Third Party Source interfaces and connectivity and charge separate access fees for individual Third Party Sources interfaces and connectivity. In addition, JHA reserves the right at any time that a Third Party Source increases its prices to JHA, to pass along such price increases to Customer after giving Customer at least sixty (60) days' prior notice.
- iv. Unless a fee for a specific standard Third Party Source is indicated in the fee tables above, there is no separate charge by JHA for Customer's use of standard interfaces and the connectivity provided by JHA to the standard Third Party Sources. Customer acknowledges that owners of Third Party Sources may separately charge Customer fees for accessing and using the Third Party Sources in its remittance processing activities using the Remit Central Hosted Services.

5 **Non-cancellable Commitment** Customer's purchase and JHA's provision of the Services represents a noncancellable commitment by JHA and Customer during the initial term period shown above, except in the event of a termination pursuant to the termination provisions of the Agreement or this Solution Section. In the event of a termination of this Solution Section exercised by Customer for its convenience and without cause, Customer shall be liable to pay to JHA a termination fee which is calculated as follows: The number of calendar months then remaining in the then-current Services term period, times the average monthly invoice amount of the Services fees billed by JHA to Customer during the three (3) calendar months immediately preceding the month in which the notice of termination for convenience occurs, times seventy per cent (70%).

This termination fee shall be due in addition to other fees and reimbursable expenses, if any, due and owing by Customer to JHA.

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

7 **Training**

- (a) The Hosted Services Customer Set Up Fee includes JHA's provision of a training class, conducted for up to a total of eight (8) of Customer's employees, in the use and operation of the RemitPlus Express Hosted Services features and functions. This training will be provided in a WebEx session at a date and time mutually convenient for JHA and Customer.
- (b) Customer may purchase additional training classes at JHA's standard training fee rates.

8 **Restricted Use.** The Services are provided specifically to Customer for use by Customer and shall not be used by Customer's affiliates, subsidiaries, or holding company without payment of additional fees for such extended authorized usage of the Services.

9 **Authorized Access to and Use of the Hosted Services**

- (a) The onboarding of Customer - to access and use the Services will be performed by JHA.
- (b) The Services and all associated system access information, including system passwords, provided by JHA to Customer constitute the confidential information of JHA and its licensors and shall be protected by Customer in accordance with the confidentiality provisions of the Agreement.
- (c) Customer is authorized to access and use the Services solely in its production environment. This authorized access and use shall be limited to the operations of Customer. If Customer wishes to incorporate additional hosted environments as part of its use of the Services or enable affiliates to access and use the Services, this expanded use shall be documented in a separate written Addendum to this Agreement which has been executed by both parties. Additional fees shall apply.
- (d) Customer shall implement commercially reasonable security precautions and take appropriate action with respect to managing Customer access to and use of the Services so as to enable Customer to satisfy its security obligations under this Agreement. Without limiting the foregoing, Customer shall abide by the requirements of all written IT system access policies and procedures communicated and revised from time to time in writing by JHA with respect to the Services and shall safeguard and protect from unauthorized access and use all system ID's and passwords that JHA may provide to Customer for its use in accessing the Services.

10 **System Maintenance.** JHA will apply reasonable efforts to provide access to the Services by Customer for a minimum of twenty (20) hours each day, seven days a week, every day each calendar year. Scheduled maintenance on the system will be performed by JHA after giving Customer advance notice and in accordance with JHA's scheduled maintenance practices. JHA will generally schedule maintenance between the hours of 12:01 a.m. - 6:00 a.m. Central time. With respect to unscheduled emergency or preventative maintenance requirements, JHA will apply reasonable efforts to perform these maintenance activities in such a manner as to minimize downtime and disruption of access by Customer.

11. **Customer's Responsibilities.** Customer will be solely responsible for providing any hardware, software, networks and internet access required to be installed in its own IT environment in order for Customer to access and use the Services. Customer shall be responsible for securing the necessary consents and authorizations for certain Third Party Sources that perform electronic bill payment services as may be required by applicable law or regulation.

12. **Destruction and Disposition of Data Upon Termination of Hosted Services.** Upon termination of the Services, Customer will be solely responsible for arranging the transfer of the archived Customer data from JHA's data center to a data center selected by Customer. This transfer of the data by Customer shall take place immediately following the effective date of termination of the Services. JHA reserves the right to destroy and dispose of the data not transferred by Customer within this thirty-day period, without liability or further notice to Customer.

Support Hours:

During the term of this Solution Section, JHA will provide standard Maintenance Services to Customer in accordance with the terms of the Agreement and JHA's published Maintenance policies for the Services. The JHA customer support center for the Services will be available for the receipt and handling of Customer's Maintenance Services requests, including Error reports, during the following hours of operation:

	Standard	8:00 a.m. through 5:00 p.m., Monday through Friday	Central US time zone.
ProfitStars RemitPlus Express Hosted Services	After Hours	5:00 p.m. through 8:00 a.m. Monday through Friday, 24 hours Saturday and Sunday	Central US time zone

All times listed above exclude standard US banking holidays published by the US Federal Reserve System. During the After-Hours times of operation shown above, only Error reports which qualify for severity level 1 priority status as defined by JHA, will be addressed by JHA.

[End of ProfitStars RemitPlus Express Hosted Services Section]

3. Compensation

Expenditures by the Subrecipient under this MOA will be reimbursed as the Subrecipient’s cost reports reflecting proof of payment (i.e., invoices, contracts, itemized expenses) are submitted and approved for completed eligible scope of work activity.

4. Funding eligibility criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HMEP funding is contingent upon completion of all HMEP funding requirements. The following eligibility criteria must be adhered to during the grant program:

- A. The Subrecipient must:
 - Be established as a state, local, or non-profit agency by appropriate resolution/ordinance
 - Complete any procurements and expenditures no later than 9/30/2021
 - Submit a Progress Report (Attachment 2) to hazmat@ncdps.gov no later than July 30th if project funds have not been spent down by July 5th.File Retention:
 - The Recipient/Subrecipient’s performance under this MOA shall be subject to 2 CFR Part 200 Pursuant to 2 CFR Part 1201.
 - Subrecipient is required to maintain records, including cost reports, the grant award letter, the executed MOA and supporting attachments, audit findings and Corrective Action Plans, and site-visit documents of this grant.
 - The Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this MOA, shall allow access to its records to North Carolina Emergency Management (NCEM), USDOT, PHMSA, and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof for documentation review, site visits, project closeout and audits
 - The file retention period is five (5) years after termination of the grant. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F

B. The political subdivision must either:

- Have an acceptable local travel regulation plan -or-
- Accept the state travel regulations.

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the scope-of-work as individually listed in the FY2020 HMEP application (Attachment 1).

The Recipient certifies that it understands and agrees: to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct, that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to period of performance of this award

6. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for hazardous materials transportation preparedness activities.



7. Compliance with the Law

The Subrecipient shall comply with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements, and state and local agencies having appropriate jurisdiction and found in the FY 2019 HMEP NOFO.

8. Responsibilities

- A. The Recipient shall:
 - i. Reimburse the Subrecipient for completion of scope-of-work activities as described in Attachment 1.
 - ii. Continually review the project to ensure that it is in accordance with HMEP requirements.
 - iii. Directly monitor the completion of this project.
- B. The Subrecipient shall:
 - i. Expend FY2020 HMEP Grant Program funds in accordance with the applicable USDOT and FY 2019 HMEP NOFO, FY2019 PHMSA Expenditures Guide, the application scope-of-work (Attachment 1), and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA.
 - ii. Utilize State of North Carolina and local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. The Subrecipient must follow procurement procedures and policies as outlined in the applicable USDOT PHMSA Expenditures Guide and FY2019 HMEP NOFO. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to USDOT grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24, Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended. 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended. 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended. 29 U.S.C. 794, The Age Discrimination Act of 1975, as amended. 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; USDOT PHMSA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and certifications regarding debarments, suspension and other responsibility matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83, and Grant Award and Special Conditions documents.

- C. Subrecipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Complete the procurement(s) process not later than 9/30/2021
- E. Comply with current federal and state suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F, which states in pertinent part that “effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked



15. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this MOA:

- Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA.
- A copy of the executed subcontract MOA must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all conditions in this award, as well as all terms, conditions and restrictions of the FY2019 HMEP NOFO referenced herein.

16. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

17. Antitrust Laws

This MOA is entered into in compliance with all state and federal antitrust laws.

18. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current laws or regulations of NCDPS NCEM or the Subrecipient. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

19. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

20. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

21. Certification of Eligibility--Under the Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq. requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- That the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- That the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.
- That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address- <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> and will be updated every 180 days. For Questions about the Department of State Treasurer's Iran Divestment Policy, please direct questions to the Divestment Counsel for Department of State Treasurer at (919) 814-3852.

22. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until 9/30/2021. Either party upon thirty (30) days advance written notice to the other party may terminate this MOA.

Upon approval by USDOT, PHMSA and the issuance of the Grant Adjustment Notice (GAN), if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDOT, PHMSA Grant

Adjustment Notice, incorporated by reference herein. If USDOT suspends or terminates funding in accordance with 2 CFR 200 and the FY2019 HMEP NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

23. Budget and Scope of Work

Subrecipient shall implement the HMEP Grant project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

- Scope of Work Summary.
- See Attachment 1 for a detailed Scope of Work description.
- Reports to be provided during Period of Performance.
- If project funds have not been spent down by July 5th a Progress Report (Attachment 2) must be submitted to hazmat@ncdps.gov no later than July 30th.
- Reports to be Provided at the Conclusion of Work (if applicable)
 - Subrecipient is involved in legal action that pertains to Planning, Training, Exercise and Equipment purchased with HMEP
 - After action report (AAR) from exercise
 - Training course description and course roster
 - A copy of a plan created or rewritten with HMEP grant funds
 - Equipment location/maintenance/training records

24. Lobbying Prohibition

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

- A No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, 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.
- B 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.
- C The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly

This certification is a material representative 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.

25. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination.**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. **Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. **Sanctions for Noncompliance**

In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies
- Cancellation, termination, or suspension of the contract, in whole or in part

F. **Incorporation of Provisions**

The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

26. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

Subrecipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDOT it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDOT - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the USDOT, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

A. That the Subrecipient agrees that each "program" and each "facility," as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations

B. That the Subrecipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

1. The Subrecipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. That the Subrecipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.

D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.

E. That the Subrecipient shall provide for such methods of administration for the program as are found by the Secretary of USDOT or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. That the Subrecipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDOT and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

27. **Assurance of compliance with Title VI of the Civil Rights Act of 1964**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licensee, lease, permit, etc.] had never been made or issued. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns. The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

IN WITNESS WHEREBY the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 10/01/2020.

N.C. DEPARTMENT OF
PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DUPLIN COUNTY
209 SEMINARY STREET
KENANSVILLE, NC 28349

DocuSigned by

BY: Michael A. Spradberry

HOMELAND SECURITY DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

DocuSigned by

BY: Matthew Barwick

08DCDDC1C6EC499

APPROVED AS TO PROCEDURES:

DocuSigned by

BY: Tara Williams-Brown

TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by

BY: William Polk

WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
TRANSPORTATION GRANT PROGRAMS

DocuSigned by

BY: Erik A. Hooks

ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HMEP FOR OTHER FISCAL YEARS.

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection	
<i>Select answer "Yes" or "No" for each grant.</i>	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- ~~Hazardous Materials Emergency Preparedness (HMEP)~~	Yes
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	Yes

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Duplin County		
Street address	209 Seminary ST	ZIP + 4	28349-8834
City	Kenansville		
Email	Matthew.barwick@duplincountync.com		
EIN/Tax ID number	56-6000296		
DUNS number	095124798		
SAM registered	Yes	Expiration date	6/23/2020
Is the agency applying as a nonprofit with 501(c)(3) status?			
No			
Your name	Matthew Barwick		
Are you authorized to apply for grants on behalf of the applying agency?			
Yes			

Field help

Grants point of contact

Grants point of contact			
<i>This is the local point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Matthew Barwick		
Agency	Duplin County		
Title	Deputy Director/Fire Marshal		
Phone (work)	910-296-2160	Phone (mobile)	910-289-7605
Street address	209 Seminary ST		
City	Kenansville	ZIP + 4	28349-8834
Email	Matthew.barwick@duplincountync.com		

Field help

EM program manager

EM program manager	
<i>This is the local EM grants manager.</i>	
Name	Matthew Barwick
Email	Matthew.barwick@duplincountync.com

Field help

Grants MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appendix" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Matthew Barwick		
Agency	Duplin County		
Title	Deputy Director/Fire Marshal		
Street address (not PO Box)	209 Seminary ST		
City	Kenansville	ZIP + 4	28349-8834
Email	Matthew.barwick@duplincountync.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text		
City	Click or tap here to enter text	ZIP + 4	Click or tap here to enter text
Email	Click or tap here to enter text		

Field help

Projects

Enter requested project information for each grant checked under Grants selection.

EMPG

HMEP

Enter requested information in the sections listed below.

Point of contact (Complete only if different from point of contact in Contacts section)
MOA signatory (Complete only if different from MOA signatory in Contacts section)

000232

Project information

General information	
Enter information describing the project.	
Title	Duplin County Transportation Hazmat Exercise
Description	A transportation hazardous materials Incident involving both the public and private sectors.
Goal	To improve planning and operations readiness capabilities for transportation and hazardous materials incidents.
Scope	Joint/regional
Request RRT participation	Yes
Core capabilities addressed	
Select primary and secondary (if applicable) core capabilities addressed by this project.	
Primary	Environmental Response/Health and Safety
Secondary	On-scene Security, Protection, and Law Enforcement
Project timeline milestones	
List the major project events and their completion dates.	
Milestone	Completion Date
Application Submittal to NCEM	10/2019
LEPC Receives Grant Approval	10/2020
LEPC Authorizes selected vendor to proceed with project	11/2020
Initial Planning Meeting	1/2021
MidTerm Planning Meeting	2/2021
Final Planning Meeting	3/2021
Conduct Exercise and Hot Wash	4/2021
AAR, deliverables, and invoices due HMEP Program Manager	6/2021

Field help

Budget

Costs		
For each cost item select an activity area and then enter a description and the cost amount.		
Activity area	Description	Amount
Planning	Supplies and Materials	\$1,100.00
Exercises	Professional Consultant Fees	\$8,000.00
Equipment	Participant Identification and Victim Portrayal	\$750.00
Choose an item	Click or tap here to enter text	Enter amount
Choose an item	Click or tap here to enter text	Enter amount.
Choose an item	Click or tap here to enter text	Enter amount
Choose an item	Click or tap here to enter text	Enter amount
Choose an item	Click or tap here to enter text	Enter amount
Choose an item	Click or tap here to enter text	Enter amount
Total cost		\$9,850.00

Field help

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information

Enter additional project information in the space below.

Duplin County proposes to conduct a Full Scale Exercise (FSE) to exercise the preparedness levels of first responders to a hazardous materials incident. The scenario chosen is multi-jurisdictional involving multiple agencies in the public and private sectors. The Hazardous Materials FSE will be planned and conducted following HSEEP guidelines. The objective will be taken from the Target Capabilities List (TCL) and included at a minimum the following: Communications (Interoperable), Recognition and Identification of Hazmat, On-site Incident Management, Hazardous Materials Response, Identification of Isolation and Evacuation Zones, and Responder Safety and Health.

Duplin County will utilize a contractor to assist with planning, designing, conducting and evaluating the exercise. The contractor will be responsible for providing the following deliverables: 1) Conduct of planning meetings, 2) Development of Exercise Plan (EXPLAN) and Controller/Evaluator Handbooks, 3) Conduct of the Exercise 4) Evaluation of the Exercise 5) Development of an After Action Report (AAR) in written and Electronic format no later than 30 days following the date of the FSE.

The proposed scenario is of a Hazardous Materials incident involving UN 1005 Corrosive Gas release. A delivery truck carrying Anhydrous Ammonia to be delivered to the storage facility US Cold Storage in Warsaw, NC, is compromised when involved in a traffic accident with large passenger vehicle. Numerous calls are coming in to the dispatch center reporting the incident and some type of vapor can be seen near the middle of the truck. Upon arrival, the Fire Department determines an array of passengers were are in the vehicle, on scene decontamination is taking place, EMS is requesting assistance in transporting victims to the local hospital for proper evaluation and decontamination. Vapor is still actively leaking and the school bus has started smoking. The driver is apparently entrapped in the cab of the truck. Due to the risk involved with the leaking corrosive liquid, the incident quickly escalates into a large-scale event requiring assistance from local and state partners

The FSE performed in Duplin County last year was in the Southern region of the county, and involved responders from that region. This years' proposed exercise involves different partners in both areas of response and recovery. This exercise will be placed in the Central section of Duplin County and will include a regional aid response from public and state partners, as well as NC RRT. US Cold Storage is a cold storage facility that employees over 500 employees on three shifts. Responders will need to ensure proper and timely mitigation, so that normal processing operations can also resume as quickly as possible, as well as ensuring the safety of the public. This exercise will actively include the cooperation of partners established in the region by the Duplin County Local Emergency Planning Committee in the public and private sectors.

Parties to be involved:

- DC Emergency Management
- DC Fire Marshal
- DC Emergency Medical Services
- DC 911 Communications
- DC Health Department
- DC Sheriff's Office
- Vidant Duplin Hospital
- Warsaw, Faison, Calypso, Magnolia and Kenansville Fire Departments
- Sampson County Emergency Management UAV Program
- US Cold Storage
- American Red Cross
- NC State Highway Patrol
- NC DOT

North Carolina Tier II Competitive
North Carolina Tier II Noncompetitive
Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List (https://www.fema.gov/authorized-equipment-list) ☒ Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. ☐ If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. ☒ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG

Duplin County Juvenile Crime Prevention Council
Executive Summary

The Duplin County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities set forth in the General Statutes of the State of North Carolina, presents the following County Plan for FY 2021-22 . The JCPC, having discussed the option for one or two-year funding, chose to make a one-year recommendation due to the impact of the pandemic on referrals to JCPC programs and services.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Duplin County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

The global pandemic and impact on local programs and services has been felt by all, however, the JCPC has continued to meet its statutory requirements by meeting in a combination of face-to-face and virtual meetings that began back in August 2020.

A. Council Organization and Attendance during FY 2020-21:

	Name	Agency/Organization	Title
Chairperson	George Futrelle	Duplin County	Airport Dir. Asst. Co. Mngr.
Vice or Co-Chairperson	Darryl McCaster	DACJJ	Court Counselor
Secretary	TrishaAnn Brown	Duplin County	Clerk to the Board

Number of members: 15

Current fiscal year meeting dates and membership attendance:

Meeting Date	Number of Members in Attendance	Quorum? Yes/No
8-4-2020	10	yes
9-1-2020	9	yes
10-6-2020	8	yes
11-5-2020	8	yes
1-5-2021	10	yes
2-2-2021	10	yes
3-2-2021	11	yes

000234

B. Summary and Scope of Work

Through the Needs Assessment process, the JCPC identified issues and factors which have an influence and impact upon delinquent and at-risk youth, and their families in the county. Further, the JCPC has identified the strategies and evidence supported services most likely to reduce/prevent delinquent behavior.

Items checked below have been completed within the current fiscal year.

1. ☒ Data Review including:

☒	Prior FY Juvenile Risk/Needs Assessments – Elevated Factors & Comparisons
☒	Prior FY Juvenile Justice System Flow Data – # of Juveniles & Comparisons
☒	Latest published Consolidated School Data Report

2. ☒ Community Resource Assessment – continuum of local services available for prevention, diversion, intervention, and dispositional alternatives.
3. ☒ Gaps in the Service Continuum – limited program capacity or availability issues in the local service continuum used to inform needed services published in the annual Request for Proposal.
4. ☒ Request for Proposals – advertisement of needed services originating from the preceding process and published for a minimum of thirty (30) days.
5. ☒ Screening of submitted program applications, and determination of which programs best meet advertised needs, and subsequent recommendations to County Commissioners for the allocation of Juvenile Crime Prevention funds. See attached County Funding Plan recommendations
6. ☒ Local monitoring and evaluation of funded programs completed.

☒	JCPC Monitoring Tool – Completed and on file with the Area Office for: Juvenile Psychological Services, Building Peace in Schools, Restitution/Teen Court, and DNA Structured Learning Program completed 2-9-21; all programs recommended for continued funding.
☒	Six months Measurable Objectives Review
☒	Twelve months Annual Objectives Review -- for continuation programs
☒	Other JCPC monitoring and review methods -- Program reporting at regularly scheduled JCPC meetings.

C. Monitoring and Evaluation Report for Existing Programs

In response to the requirements set forth in the legislation governing Juvenile Crime Prevention Councils, monitoring and evaluation of services provided by existing JCPC funded programs has been conducted. Each program (component) funded in the past year by the JCPC has been monitored and monitoring results and program performance outcomes were considered in making funding allocation recommendations.

Program Name	Monitoring Issues Cited Y/N	# Projected to Serve current FY	# Served First Six Months	Program Issues w/ Service Statistics or Measurable Objectives
Juvenile Psychological Serv.	No	12	6	None
Restitution Teen Court	No	50 45	21 5	Referrals to Teen Court have reduced due to the pandemic.
Building Peace in Schools Mentoring	No	75 10	10 9	Referrals to Building Peace have reduced due to the pandemic.
DNA Structured Learning Prog.	No	15	3	The number served has been less due to the pandemic.

D. Therapeutic Services and Dispositional Options

Only therapeutic programs adhering to the highest level of evidence-supported practice proportionate to capacity and level of funding, or dispositional options and structures prioritized for preventing and reducing juvenile crime and/or gang involvement are recommended for funding.

Evidence-Supported/Therapeutic Services Program Name/Type	Delinquency Prevention Structures/Strategies Program Name/Type
Building Peace in Schools - Social Skills	Juvenile Psychological Svcs
Building Peace - Mentoring	Teen Court
Restitution/Community Service	DNA - Structured Day

Respectfully submitted,

George Futrelle, JCPC Chairperson

Duplin County

NC DPS - Community Programs - County Funding Plan

Available Funds \$ 212,657 Local Match \$ 30,697 Rate 20%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING		OTHER		Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	State/ Federal	Funds		
1	Duplin Juvenile Psychological Services - MCEC	\$7,750				\$900	\$8,650	10%
2	Diversity Nurtures Achievement Structured Learning	\$32,347				\$11,040	\$43,387	25%
3	Duplin Restitution/Community Service and Teen Court - MCEC	\$89,660				\$8,972	\$98,632	9%
4	Building Peace in Schools - MCEC	\$77,738				\$9,419	\$87,157	11%
5	Mt. Calvary Leadership	\$3,662				\$366	\$4,028	9%
6	JCPC Administration	\$1,500					\$1,500	
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
TOTALS:		\$212,657				\$30,697	\$243,354	13%

The above plan was derived through a planning process by the
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 21-22

Signature of Chairperson
Chairperson, Juvenile Crime Prevention Council
(Date)

Signature of County Commissioner
County Commissioner
(Date)

Signature of Finance Officer
Finance Officer
(Date)

Signature of Chairperson
Chairperson, Juvenile Crime Prevention Council
(Date)

Signature of County Commissioner
County Commissioner
(Date)

Signature of Finance Officer
Finance Officer
(Date)

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding FY 2021-2022

Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes
- B. Are members appointed for two-year terms and are those terms staggered? Yes
- C. Is membership reflective of social-economic and racial diversity of the community? Yes
- D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Some positions are vacant; every effort is made to fill vacancies as they occur and with statutorily required members.

Organization

- A. Does the JCPC have written Bylaws? Yes
- B. Bylaws are On file
- C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes
- D. Does the JCPC have written policies and procedures for funding and review? Yes
- E. These policies and procedures On file
- F. Does the JCPC have officers and are they elected annually? Yes

Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Yes
- B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes
- C. Does the JCPC meet six (6) times a year at a minimum? Yes
- D. Are minutes taken at all official meetings? Yes
- E. Are minutes distributed prior to or during subsequent meetings? Yes

Planning

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

Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? Yes
- ☒ RFP, Distribution List, and Advertisement attached
- B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

No Overdue Tax Debt

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

000236

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Briefly outline the plan for correcting any areas of standards non-compliance.
The JCPC makes an ongoing effort to recruit and fill vacancies in the statutorily required positions. Other at-large positions may be vacant but are not required positions. The intention was to fill the student vacancy from a Community College student, but the pandemic has put that on hold.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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

Specified Members		Name	Title	Designee	Race	Gender
1)	School Superintendent or designee	Dr. Leon Kea	Dir. Dropout Prevention	☒	Black or African-American	Male
2)	Chief of Police or designee	James Crayton	Chief of Police		White	Male
3)	Local Sheriff or designee	Lance Turner	Sgt Duplin County Sheriff's Office	☒	White	Male
4)	District Attorney or designee	Jason McGuirt	Assistant District Attorney	☒	White	Male
5)	Chief Court Counselor or designee	Wendell Boykin	Chief		Black or African-American	Male
6)	Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Melissa Reese	Comm Relations Specialist, Eastpointe	☒	White	Female
7)	Director DSS or designee	Tiffany Smith	Social Worker	☒	Black or African-American	Female
8)	County Manager or designee	Davis Brinson	County Manager		White	Male
9)	Substance Abuse Professional	Jasmine Williams	4-H Prevention Coordinator		Black or African-American	Female
10)	Member of Faith Community	Rev. A.J. Connors	Pastor		Black or African-American	Male
11)	County Commissioner	Jesse Dowe	Commissioner		Black or African-American	Male
12)	A Person Under the Age of 21					
13)	A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14)	Juvenile Defense Attorney					
15)	Chief District Judge or designee	Hon. Mario White	District Court Judge	☒	Black or African-American	Male
16)	Member of Business Community					
17)	Local Health Director or designee	Ashley Reider	Public Health Rep.	☒	White	Female
18)	Rep. United Way/other non-profit					
19)	Representative/Parks and Rec					
20)	County Commissioner appointee	Darryl McCaster	Juvenile Court Counselor		Black or African-American	Male
21)	County Commissioner appointee	Tracy Chestnutt	County Finance Officer		White	Female
22)	County Commissioner appointee	TrishaAnn Brown	Clerk to the Board of Commissioners		White	Female
23)	County Commissioner appointee					
24)	County Commissioner appointee					

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members		Name	Title	Designee	Race	Gender
25) County Commissioner appointee						
26) County Commissioner appointee						

CONTRACT AMIENDMENT NO. 1

Contract Amendment No. 1 to the Project Task Order No. 2019-1 for Scoping, Pre-design, Design, and Bidding Phase Services for the NC Forest Service Hangar Facility and Apron -- Site Preparation project, at the Duplin County Airport, Duplin County, NC between Duplin County, and AVCON, INC. and in accordance with the terms of the Standard Master Agreement Between Duplin County and AVCON, INC for Continuing Professional Services dated June 2019

Project: **NC Forest Service Hangar Facility and Apron – Site Preparation**

Scope of Services. The project generally consists of two (2) hangars. One structure will consist of 8,500 sf (100'x85') hangar with an attached 3,000 sf of office space. The second structure will consist of an 11,500 sf (100'x115') hangar. The structures will be designed to meet minimum design standards established by the Duplin County Airport. In addition to the two hangars an access road and parking lot, extension of existing utilities to the site, an 138,000 square foot apron will support the hangar complex as part of this Project.

The geotechnical investigation for the project area has identified subsurface soils with the potential for liquefaction which may have a significant impact on the types of foundations necessary for the hangar construction. In order to determine in more detail the properties of the subsurface soils Cone Penetrometer Testing (CPT) will be performed on the underlying soils at two boring locations to depths of 45 feet and the geotechnical report for the project will be updated.

Schedule: The delivery schedule for the bid documents will not be altered by this contract amendment.

Fees. This Contract Amendment No. 1 for the additional Pre-Design Phase as described above and presented on the attached fee breakdowns, shall be for a Lump Sum (LS) fee of \$711.05 for Additional Project Management Services, a Not to Exceed (NTE) fee of \$4,078.63 for Pre-Design Geotechnical Services. The total fee under this contract amendment shall not exceed \$4,789.68. A summary of the additional project costs is attached.

000238



Reference Number 70195138

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO
SCOPE OF SERVICES AND FEES

This **SUPPLEMENT TO AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 08/02/2019, Agreement reference number P70195138, Rev.2) is between Avcon Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services

1. Scope of Services The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement)

Provide Cone Penetrometer Testing (CPT) at two boring locations to depths of 45 feet See attached proposed boring plan

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement)

Additional Geotechnical Services. \$4,078.63

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

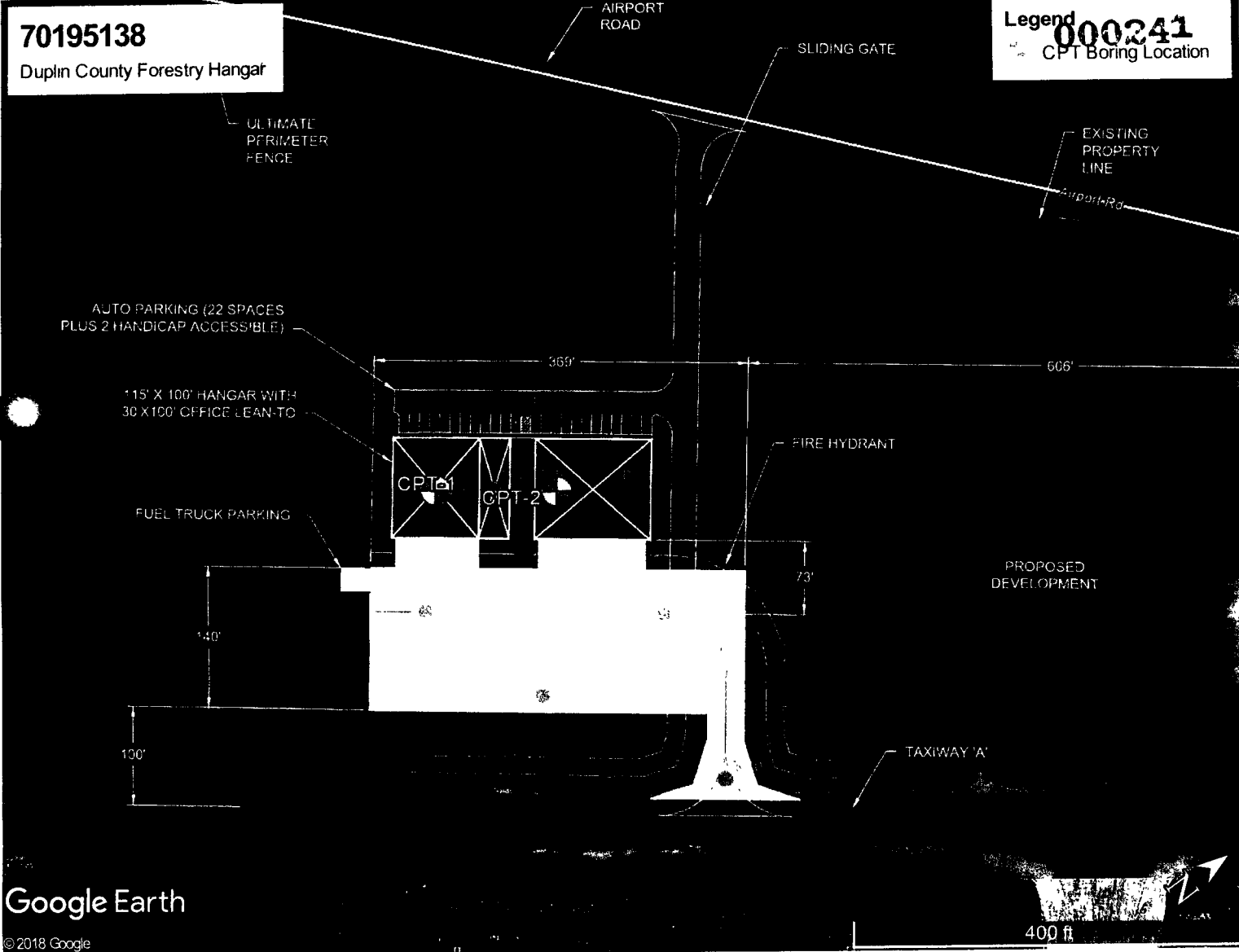
Consultant	Terracon Consultants, Inc.			Client	Avcon Inc		
By	<i>Andrew A Nash</i>	Date	11/11/2019	By		Date.	
Name/Title	Andrew A Nash / Department Manager II			Name/Title	Marty Wynn /		
Address	2401 Brentwood Rd, Ste 107			Address	6230 Carolina Beach Rd		
	Raleigh, NC 27604-3686				Wilmington, NC 28412-2816		
Phone	(919) 873-2211			Phone	(919) 685-7113		
Email	Andrew.Nash@terracon.com			Email	mwynn@avconinc.com		

Geotech Summary & Labor Expenses

PROJECT DESCRIPTION	Duplin County Airport - Forestry Hangar Complex	FIRM	Terracon
PREPARED BY	Hugo Santana	DATE PREPARED	11/11/2019
REVISION DATE		MMS TASK NUMBER	0
WBS ELEMENT	P70195138	TIP	0
TOTAL MAN HOURS	8.00	MOBILIZATION AND TRAVEL TOTAL	
TOTAL WORKDAYS (8 HOUR DAYS)	1.00	DRILLING TOTAL	
TOTAL PAYROLL BURDEN	\$283.09	PAVEMENT INVESTIGATION TOTAL	
AVERAGE COST PER HOUR	\$35.39	INVESTIGATION EQUIPMENT TOTAL	
OVERHEAD @ X%	\$521.20	TESTING EQUIPMENT TOTAL	
SUBTOTAL	\$804.29	GEOENVIRONMENTAL TOTAL	
FIXED FEE @ X%	\$72.39	GEOPHYSICAL	
COST OF CAPITAL @ X%	\$1.95	LABORATORY TESTING	
PAYROLL TOTAL:	\$878.63	MISCELLANEOUS	
		DIRECT EXPENSES TOTAL	

TOTAL \$4,078.63

EMPLOYEES' INFORMATION	POSITION	NAME	Classification I -	Classification II -	Classification III -	Classification IV -	Classification V -	Classification VI -	Classification VII -	Operator/Eng Tech	Assistant	Blended	Blended	Blended	Blended	Blended	Total
TOTAL HOURS	1.50	0.00	0.00	0.00	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HOURLY SALARY RATE	\$ 61.28	\$ 49.45	\$ 44.58	\$ 29.41	\$ 20.74	\$ 27.80	\$ 21.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAYROLL BURDEN	\$91.32	\$0.00	\$0.00	\$191.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Classification I - Principal	Classification II - Senior Project Manager	Classification III - Senior Project Manager	Classification IV - Staff Professional	Classification V - Field Professional	Classification VI - CAD Operator/Eng Tech	Classification VII - Administrative Assistant	n I	n II	n III	n IV	n V	n VI	n VII	n VIII	n IX	n X
Task	Principal	Senior Project Manager	Senior Project Manager	Staff Professional	Field Professional	CAD Operator/Eng Tech	Administrative Assistant										
Project Setup																	
Project Management	0.50					1.50											2.00
Utility Locate Tickets																	0.00
Administration/Project Setup																	0.00
Safety - Pretask Planning																	0.00
Field																	0.00
Boring Layout																	0.00
Travel																	0.00
Utility Coordination																	0.00
Reporting																	0.00
Report Preparation																	0.00
Prepare Logs																	0.00
Measure DCP Stakes																	0.00
Report Review/Seal/Sign	1.00					5.00											6.00
Custom																	0.00
Total	1.50	0.00	0.00	0.00	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00



Geotech Direct Expenses

TIP 0
Firm Terracon

Mobilization and Travel

Item	Quantity	Unit	Rate	Total
Truck Mounted Drill(ATV Drill/Direct Push		each	\$500.00	
Truck Mounted Drill(ATV Drill/Direct Push Mileage outside 50		miles	\$4.50	
Per Diem - Daily Rate		days	\$118.30	
Carryall Mileage		miles	\$0.600	
Total				\$0.00

Drilling - Truck/ATV

Total				\$0.00
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Drilling - Track Borings

Total				\$0.00
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Drilling - Barge Including Support Boat

Total				\$0.00
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Drilling - Marsh Buggy Including Argo/ATV/Marsh Master

Total				\$0.00
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Drilling - CPT

Item	Quantity	Unit	Rate	Total
Rig	1	days	\$3,200.00	\$3,200.00
Soundings		feet	\$12.00	
Seismic Acquisition		each	\$30.00	
Pore Pressure Dissipation Test		hours	\$150.00	
samples		each		
Water Samples		each		
Direct Push Rig		days	\$2,500.00	

Total				\$3,200.00
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Pavement Design Investigations

Total				\$0.00
-------	--	--	--	--------

Investigation Equipment

Total				\$0.00
-------	--	--	--	--------

Testing Equipment

Total				\$0.00
-------	--	--	--	--------

Geoenvironmental

Total				\$0.00
-------	--	--	--	--------

Geophysical

Total				\$0.00
-------	--	--	--	--------

Laboratory Testing

Item	Quantity	Unit	Rate	Total
Tier 1 Tests				
Soil Classification (AASHTO M 145)	0	each	\$155.00	\$0.00
Soil Moisture Content (AASHTO T-265)	0	each	\$10.00	\$0.00
Tier 2 Tests				
Tier 3 Tests				
Rock Tests				
Other				
Total				\$0.00

Miscellaneous

Item	Quantity	Unit	Rate	Total
Clearing Daily Rate	0	days	\$2,070.00	\$0.00
Total				\$0.00

CONTRACT AMENDMENT NO. 1

Contract Amendment No. 1 to the Project Task Order No. 2019-2 for Design and Bidding Phase Services for the NC Forest Service Hangar Facility and Apron project, at the Duplin County Airport, Duplin County, NC between Duplin County, and AVCON, INC. and in accordance with the terms of the Standard Master Agreement Between Duplin County and AVCON, INC. for Continuing Professional Services dated June 2019.

Project: NC Forest Service Hangar Facility and Apron

Scope of Services: The project generally consists of two (2) hangars. One structure will consist of 8,500 sf (100'x85') hangar with an attached 3,000 sf of office space. The second structure will consist of an 11,500 sf (100'x115') hangar. The structures will be designed to meet minimum design standards established by the Duplin County Airport. In addition to the two hangars an access road and parking lot, extension of existing utilities to the site, an 138,000 square foot apron will support the hangar complex as part of this Project

The original project scope of work included one public bidding of the project. However, only two bids were received during the first public bidding and based on State of North Carolina procurement requirements the project had to be rebid to provide adequate bidding competition. This Amendment No. 1 includes Bidding Services for rebidding of the project including assistance with advertising to prospective bidders; issuing addenda and address questions; attendance at bid opening; consultation with DPL and NCDOA on acceptability of bids.

Schedule: The delivery schedule for opening bids will be extended by nine days for opening of bids.

Fees: This Contract Amendment No. 1 for the additional Bidding Phase services as described above and presented on the attached fee breakdowns, shall be for a Lump Sum (LS) fee of 2,771.00. The total fee increase under this contract amendment shall not exceed \$2,771.00. A summary of the additional project costs is attached

Executed this 5 day of April, 2021.

CLIENT:
DUPLIN COUNTY



BY: [Signature]

Chairman Duplin County Board of County Commissioners

CONSULTANT:
AVCON ENGINEERS & PLANNERS,
INC. d/b/a AVCON, INC.

BY: [Signature]

ITS: Sandeep Singh, P.E., President

ATTEST: [Signature]
Davis H. Brinson, Clerk to Board

ATTEST: [Signature]

SUMMARY OF ADDITIONAL FEES FOR CONTRACT AMENDMENT No. 1			
FIRM	TASKS AND ADDITIONAL EFFORTS	FEES	NCDOA Code
AVCON	Task 4: Bidding Services	\$2,771.00 LS	A104
TOTAL		\$2,771.00	

Attachment: Exhibit A – AVCON Fee Breakout

000242



DUPLIN COUNTY AIRPORT (DPL)
INDUSTRIAL AIRPARK CONSTRUCTION-HANGAR COMPLEX
CHANGE ORDER 2

March 17, 2021

CONTRACTOR:
RIVER LANDING BUILDERS, LLC
PO BOX 1139
WALLACE, NORTH CAROLINA 28446

PREPARED BY:
AVCON, INC.
MARTY WYNN, P.E.
AVCON PROJECT NO. - 2020.0269.01
NCMA PROJECT NO. - 98244 20 14.1

OWNER:
DUPLIN COUNTY
290 AIRPORT ROAD
KEANSVILLE, NORTH CAROLINA 28146

BASE BID - HANGAR COMPLEX

CHANGE ORDER										DECREASED	
TOTAL										TOTAL	
1	S-102	SAFETY AND SECURITY	1	1	LS	16,000.00	-	-	-	-	-
2	S-102	AVIATION BARRICADES	16	16	EA	250.00	-	-	-	-	-
3	S-104	PROJECT SURVEY AND STAKEOUT	1	1	LS	40,000.00	-	-	-	-	-
4	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	1	LS	16,000.00	-	-	-	-	-
5	C-102	MAINTENANCE OF EXISTING CONSTRUCTION ENTRANCE	1	1	LS	3,300.00	-	-	-	-	-
6	C-102	TEMPORARY SEEDING	4	4	AC	3,000.00	-	-	-	-	-
7	C-102	TEMPORARY SILT FENCE	300	300	LF	4.00	-	-	-	-	-
8	C-102	BLOCK AND GRAVEL INLET PROTECTION	16	16	EA	250.00	-	-	-	-	-
9	C-102	EXCELISIOR MATTING	6,000	8,000	SY	2.00	-	-	-	-	-
10	C-102	RIP RAP, CLASS B	50	50	CY	165.00	-	-	-	-	-
11	C-102	SEDIMENT / DETENTION BASIN INSTALLATION	1	1	LS	28,000.00	-	-	-	-	-
12	C-105	MOBILIZATION	1	1	LS	544,700.00	-	-	-	-	-
13	P-152	UNCLASSIFIED EXCAVATION	13,500	13,500	CY	12.85	-	-	-	-	-
14	P-208	CRUSHED AGGREGATE BASE COURSE	1,300	0	CY	95.00	-	-	-	-	-
15	P-401	BITUMINOUS ASPHALT PAVEMENT	1,800	1,800	TON	100.00	-	-	-	-	-
16	P-602	EMULSIFIED ASPHALT PRIME COAT	2,200	0	GAL	6.40	-	-	-	-	-
17	P-603	EMULSIFIED ASPHALT TACK COAT	900	800	GAL	1.00	-	-	-	-	-
18	P-808	ASPHALT SURFACE TREATMENT	3,700	3,700	SY	6.00	-	-	-	-	-
19	P-810	1" CONCRETE MOW STRIP AROUND HANGARS (6.5' DEPTH)	460	480	LF	20.00	-	-	-	-	-
20	P-820	TEMPORARY AIRFIELD MARKING - YELLOW w/o REFLECTIVE MEDIA	300	300	SF	5.00	-	-	-	-	-
21	P-820	PERMANENT AIRFIELD MARKING - YELLOW w/ REFLECTIVE MEDIA	410	410	SF	5.00	-	-	-	-	-
22	P-820	PERMANENT AIRFIELD MARKING - BLACK w/o REFLECTIVE MEDIA	110	110	SF	5.00	-	-	-	-	-
23	D-701	16" REINFORCED CONCRETE PIPE, CLASS III	282	282	LF	50.00	-	-	-	-	-
24	D-701	18" REINFORCED CONCRETE PIPE, CLASS III	138	138	LF	83.00	-	-	-	-	-
25	D-701	24" REINFORCED CONCRETE PIPE, CLASS III	132	132	LF	95.00	-	-	-	-	-
26	D-701	30" REINFORCED CONCRETE PIPE, CLASS III	45	45	LF	120.00	-	-	-	-	-
27	D-701	16" REINFORCED CONCRETE PIPE, CLASS IV	385	385	LF	60.00	-	-	-	-	-
28	D-701	24" REINFORCED CONCRETE PIPE, CLASS IV	215	215	LF	84.00	-	-	-	-	-
29	D-701	30" REINFORCED CONCRETE PIPE, CLASS IV	251	251	LF	110.00	-	-	-	-	-
30	D-705	4" PVC UNDERDRAIN	160	160	LF	25.00	-	-	-	-	-
31	D-761	DROP INLET	15	15	EA	5,000.00	-	-	-	-	-
32	D-761	REPAIR EXISTING DROP INLET STRUCTURE	1	1	EA	1,400.00	-	-	-	-	-
33	D-762	24" FLARED END SECTION	1	1	EA	1,500.00	-	-	-	-	-
34	D-762	30" FLARED END SECTION	1	1	EA	1,500.00	-	-	-	-	-
35	F-162	8" CHAIN-LINK FENCE	410	410	LF	28.78	-	-	-	-	-
36	F-162	20" SLIDING GATE	1	1	EA	4,800.00	-	-	-	-	-
37	F-182	ACCESS CONTROL SYSTEM	1	1	LS	16,900.00	-	-	-	-	-
38	M-102	AIRCRAFT TIE DOWN	15	15	EA	500.00	-	-	-	-	-
39	T-901	SEEDING	4	4	AC	2,000.00	-	-	-	-	-
40	T-908	MULCHING	4	4	AC	1,700.00	-	-	-	-	-
41	L-108	48. SKV. TYPE 'C' CABLE	280	280	LF	1.25	-	-	-	-	-
42	L-108	#8 BARE COPPER CABLE CONTERPOISE	280	280	LF	0.65	-	-	-	-	-
43	L-108	CABLE TRENCHING	220	220	LF	7.00	-	-	-	-	-
44	L-110	2 WAY 2" SCH 40 PVC CONCRETE ENCASED	70	70	LF	31.00	-	-	-	-	-
45	L-110	2" SCH 40 PVC CONDUIT DIRECT BURIED	220	220	LF	20.00	-	-	-	-	-
46	L-125	L-881T, TAIWAY EDGE LIGHT (BLUE/LED)	7	7	EA	1,100.00	-	-	-	-	-
47	ITEM	PARKING WHEEL STOP	24	24	EA	200.00	-	-	-	-	-
48	NCDOT 820	AGGREGATE BASE COURSE (6")	500	1,800	CY	86.00	-	-	-	-	-
49	NCDOT 800	PRIME COAT	900	0	GAL	6.40	-	-	-	-	-
50	NCDOT 905	TACK COAT	300	300	GAL	1.00	-	-	-	-	-
51	NCDOT 610	ASPHALT CONCRETE PAVEMENT, STATE MIX S 9.59 (3")	500	500	TON	135.00	-	-	-	-	-
52	NCDOT 148	5" CONCRETE SIDEWALK (4" DEPTH)	320	320	SY	65.00	-	-	-	-	-

53	NCDOT 1091	INSTALLATION OF UG ELECTRICAL UTILITIES TO HANGAR BUILDING	1	1	LS	10,000.00	-	-	-	-
54	NCDOT 1205	PAVEMENT MARKING	260	260	SF	4.00	-	-	-	-
55	NCDOT 1205	PAVEMENT MARKING - HANDICAP MARKING	2	2	EA	100.00	-	-	-	-
56	NCDOT 1510	INSTALLATION OF WATER SERVICE LINE TO HANGAR BUILDINGS	1	1	LS	16,400.00	-	-	-	-
57	NCDOT 1510	INSTALLATION OF 6" WATER FIRE LINE TO HYDRANT	1	1	LS	31,000.00	-	-	-	-
58	NCDOT 1520	INSTALLATION OF SANITARY SEWER FORCE MAIN	1	1	LS	16,000.00	-	-	-	-
59	NCDOT 1520	INSTALLATION OF GRINDER PUMP WITH ALARM PANEL	1	1	LS	7,000.00	-	-	-	-
60	NCDOT 1520	INSTALLATION OF 6" WATER SEWER LINE TO HANGAR BUILDINGS	1	1	LS	24,000.00	-	-	-	-
61	NCDOT 1520	INSTALLATION OF 6" WATER SEWER LINE TO HANGAR BUILDINGS	1	1	LS	14,000.00	-	-	-	-
62	ITEM	LARGE HANGAR BUILDING, COMPLETE INCLUDING CONCRETE FOUNDATION AND DOOR SYSTEM	1	1	LS	1,296,300.00	-	-	-	-
63	ITEM	OFFICE AND HANGAR BUILDING, COMPLETE INCLUDING CONCRETE FOUNDATION AND DOOR SYSTEM	1	1	LS	1,081,800.00	-	-	-	-
C01-1	ITEM	DEMOLITION	1	1	LS	8,000.00	-	-	-	-
C01-2	ITEM	RENOVILIZATION	1	1	LS	8,000.00	-	-	-	-
C01-3	ITEM	SEDIMENTATION POND MAINTENANCE	1	1	LS	5,000.00	-	-	-	-
C01-4	ITEM	SEDIMENTATION AND EROSION CONTROL MEASURES MAINTENANCE	1	1	LS	4,000.00	-	-	-	-
C01-5	ITEM	SITE ASSESSMENT AND REGRADING	1	1	LS	9,000.00	-	-	-	-
C01-6	ITEM	PROJECT MANAGEMENT/COORDINATION/MISC	1	1	LS	3,000.00	-	-	-	-
C02-1	ITEM	ADD FULL BATHROOM	-	1	LS	5,400.00	-	-	-	-
C02-2	ITEM	ADD STORAGE ABOVE OFFICES	-	1	LS	24,000.00	-	-	-	-
C02-3	ITEM	ADD STONE UNDER FOOTINGS/SLAB FOR DEWATERING (HANGAR 1)	-	430	CY	42.00	-	-	-	-
C02-4	ITEM	ADD UNDERDRAINS AROUND BUILDING/PARKING LOT AND ENTRANCE	-	633	LF	36.00	-	-	-	-
C02-5	ITEM	UNDERCUT UNSUITABLE MATERIAL (FOOTINGS/HANGAR 1)	-	149	CY	40.00	-	-	-	-
C02-6	ITEM	UNDERCUT UNSUITABLE MATERIAL (ENTRANCE/PARKING LOT)	-	800	CY	19.28	-	-	-	-
C02-7	ITEM	REPLACE CAST IRON WITH SCHEDULE 40 PIPE	-	1	LS	(7,500.00)	-	-	-	-
C02-8	ITEM	REPLACE COPPER PIPE WITH UPDORR PIPE	-	1	LS	(6,000.00)	-	-	-	-
C02-9	ITEM	REPLACE METAL TRENCH DRAIN WITH PVC BODY TRENCH DRAIN	-	1	LS	(4,000.00)	-	-	-	-
C02-10	ITEM	REPLACE POE LIGHTING SYSTEM WITH LED CONVENTIONAL SYSTEM	-	1	LS	(16,000.00)	-	-	-	-
C02-11	ITEM	GENERATOR TO MATCH MANUFACTURER OF EXISTING CASITE GENERATOR	-	1	LS	(5,500.00)	-	-	-	-
C02-12	ITEM	REMOVE GROUNDING OUTLETS IN SLAB	-	1	LS	(4,500.00)	-	-	-	-
C02-13	ITEM	BATHROOM FOR HANGAR 2	-	1	LS	5,100.00	-	-	-	-
C02-14	ITEM	REPLACE SLAB REBAR WITH FIBER REINFORCING	-	1	LS	(11,000.00)	-	-	-	-
						TOTAL				
						\$212,880.00				
						-\$197,840.00				

ORIGINAL CONTRACT AMOUNT	\$4,981,812.60
CHANGE ORDER 1	42,000.00
CHANGE ORDER 2	\$5,580.00
CURRENT CONTRACT AMOUNT (C01-2)	\$5,029,382.60

000244



CONTRACTOR:
RIVER LANDING BUILDERS, LLC
PO BOX 1139
WALLACE, NORTH CAROLINA 28446

DUPLIN COUNTY AIRPORT (DPL)
INDUSTRIAL AIRPARK CONSTRUCTION-HANGAR COMPLEX
CHANGE ORDER 2

March 17, 2021

OWNER:
DUPLIN COUNTY
280 AIRPORT ROAD
KENANSVILLE, NORTH CAROLINA 28349

PREPARED BY
AVCON, INC.
MARTY WYNN, P.E.
AVCON PROJECT NO. - 2020-0289-01
NCDOT PROJECT NO. - 36242 20 14.1

now joined with
Springsted and Umbaugh

Baker Tilly Virchow Krause, LLP
380 Jackson Street, Suite 300
St. Paul, MN 55101
651 223 3000
651 223 3046

ADDITIVE ALTERNATE - HANGAR COMPLEX										CHANGE ORDER			
										INCREASED TOTAL	DECREASED TOTAL		
1	S-102	SAFETY AND SECURITY	1	1	1	LS				-	-	-	-
2	S-104	PROJECT SURVEY AND STAKEOUT	1	1	1	LS				-	-	-	-
3	C-105	MOBILIZATION	1	1	1	LS				-	-	-	-
4	P-152	UNCLASSIFIED EXCAVATION	500	500	0	CY				-	-	-	-
5	P-209	CRUSHED AGGREGATE BASE COURSE	400	0	0	CY				-	-	(40,000.00)	-
6	P-401	BITUMINOUS ASPHALT PAVEMENT	500	500	0	TON				-	-	-	-
7	P-402	EMULSIFIED ASPHALT PRIME COAT	500	0	0	GAL				-	-	(3,840.00)	-
8	P-403	EMULSIFIED ASPHALT TACK COAT	200	200	0	GAL				-	-	-	-
9	P-606	ASPHALT SURFACE TREATMENT	1,800	1,800	0	SY				-	-	-	-
10	P-620	TEMPORARY AIRFIELD MARKING - YELLOW w/o REFLECTIVE MEDIA	150	150	0	SF				-	-	-	-
11	P-620	PERMANENT AIRFIELD MARKING - YELLOW w/o REFLECTIVE MEDIA	150	150	0	SF				-	-	-	-
12	P-620	PERMANENT AIRFIELD MARKING - BLACK w/o REFLECTIVE MEDIA	110	110	0	SF				-	-	-	-
13	L-106	#6 5KV TYPE 'C' CABLE	280	280	0	LF				-	-	-	-
14	L-108	#6 BARE COPPER CABLE CENTERPOISE	280	280	0	LF				-	-	-	-
15	L-108	CABLE BENCHING	220	220	0	LF				-	-	-	-
16	L-110	2' WAY 2" SCH 40 PVC CONCRETE ENCASED	70	70	0	LF				-	-	-	-
17	L-110	2" SCH 40 PVC CONDUIT DIRECT BURIED	220	220	0	LF				-	-	-	-
18	L-126	L-4611, TAXIWAY EDGE LIGHT (BLUE/LED)	7	7	0	EA				-	-	-	-
CO2-14	NCDOT 500	AGGREGATE BASE COURSE	-	-	400	CY				34,400.00	-	-	-
TOTAL										34,400.00	-	-	(43,840.00)

February 23, 2021

Mr. Davis H. Brinson
County Manager
Duplin County
224 Seminary Street
Kenansville, North Carolina 28349

Re: Proposal to Conduct a Compensation Study

Dear Mr Brinson,

Baker Tilly is pleased to submit our work plan to conduct a classification and compensation study for Duplin County.

Our firm has assisted numerous jurisdictions in North Carolina and throughout the United States in addressing their classification, compensation and human resources issues, and in performing specialized management studies. We have created an extensive management consulting services practice that provides in-depth study and analysis on a variety of topics. Baker Tilly has the staff, facilities and expertise in assisting and advising local governments on critical and important human resources issues. Our vast experience in the areas of human resources administration will be an advantage to your organization.

We look forward to working with the Duplin County and its employees on this important project.

Respectfully submitted,

Ann S. Antonsen

Ann S. Antonsen
Director

000245

Work Plan

Market Survey.

Baker Tilly will conduct a salary and benefits survey to update the market survey information which was collected during the comprehensive classification and compensation study completed for the County, by Springsited in 2008. Baker Tilly will review the comparable agencies utilized in the study in the area labor market, which were approved in the 2008 study to determine the appropriate market comparables. External market comparisons for positions were based on similar organizational structure, population, geographic location, job responsibilities, scope of authority, financial, socio-economic, growth, and other relevant factors which would cover all six communities. The survey data collected will relate to organizations comparable to the Duplin County, those organizations with which the County competes with for employees and represent the appropriate labor market. The study team will consult with County management to determine if other sources of data should be included in the market updates

Job Evaluation. While salary and benefits survey data will assist the County in establishing its position in the competitive market, job evaluation is the mechanism that ensures that internal relationships are equitable. Baker Tilly has developed and copyrighted a job evaluation system known as the Systematic Analysis and Factor Evaluation (SAFE®) System. The SAFE® system is a unique job evaluation method designed to measure job factors that apply specifically to local government. This system has been successfully used for many years throughout the Country, is periodically updated to account for changes in technology, etc., and has been reviewed by the United States Circuit Court, in conjunction with an Equal Employment Opportunity (EEO) suit, and found acceptable to the Court. The system has also been accepted by the State of North Carolina under the Local Government Pay Equity Act.

The system rates and ranks jobs based on various skill levels and work factors. The result is an equitable and consistent method of evaluating jobs and relating positions to the compensation plan. The system facilitates proper and equitable comparisons between and among classes and minimizes the appearance of favoritism in evaluating, rating and ranking jobs.

Each position will be evaluated and placed within the proposed compensation plan based on the job evaluation system and the market rates paid by survey participants

The elements considered in determining the relative value of classifications are:

- Training and Ability
- Level of Work
- Physical Demands
- Independence of Actions
- Supervision Exercised
- Education and Experience
- Human Relations Skills
- Working Conditions/Hazards
- Impact on End Results

The County implemented the SAFE System in the completion of the study in 2008. Since that study the County has established new positions and various positions have undergone changes in job responsibilities and/or job requirements. Baker Tilly will review the job evaluation factors for up to 50 positions within the scope of this work plan.



Development of Compensation Plan and Implementation Options. Based on the market wage and benefits data analysis and the job evaluation system, Baker Tilly will propose revisions to the County's compensation plan. The compensation plan will be revised in accordance with information obtained from the County regarding its pay philosophy as well as goals and objectives established for its compensation program, including the option for a performance based component. The proposed plan will incorporate market conditions, recognize the tenure of current employees and coordinate with labor agreements in effect in the County.

Baker Tilly will propose a plan to implement the study recommendations that coincide with the financial and budgetary requirements of the Duplin County and the needs of employees. Estimates of the cost of implementation will be provided

Timeline

Baker Tilly takes pride in meeting its time commitments. The schedule to commence this project coincides with Baker Tilly's completion of other studies. This will ensure that the proposed staff members will be available to concentrate on this study for the Duplin County. Baker Tilly is prepared to initiate the study within three (3) weeks after receiving the official notice to proceed and will complete the study within four (4) months after project initiation.

There are factors that impact meeting the schedule that are beyond the consulting team's control. The proposed time frame is contingent upon a timely decision, the receipt of the data from the survey participants when requested, the availability of employees to complete position analysis questionnaires and participate in interviews and the timely receipt of feedback and comments on the submitted preliminary data.

Cost

The market survey update and analysis of the information, job evaluation, preparation of updates to the compensation plan and preparation of a summary report shall be conducted for \$29,250.00, plus out-of-pocket expenses such as travel, copying, etc, not to exceed \$1,500. This fee includes one (1) on-site visit for presentation of results to the County Board.

Baker Tilly is willing to work with the County to modify the work plan to meet the County's needs and budget. If the County decides to modify the proposed work plan, Baker Tilly will adjust the proposed fee appropriately





Baker Tilly US, LLP
380 Jackson St., Ste 300
St Paul, MN 55101
United States of America

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bakertilly.com



Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly’s rights in Baker Tilly’s Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (“Deliverables”) Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly’s Knowledge. For purposes of this Agreement “Baker Tilly’s Knowledge” means Baker Tilly’s proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (“Baker Tilly’s Preexisting Knowledge”) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly’s Preexisting Knowledge which do not include or incorporate Client’s confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly’s reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure. In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief



Baker Tilly US, LLP
380 Jackson St., Ste 300
St Paul, MN 55101
United States of America

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bakertilly.com

March 8, 2021

Mr. Davis H. Brinson
County Manager
Duplin County
224 Seminary Street
Kenansville, North Carolina 28349

RE Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (“Baker Tilly”) and its affiliates are being engaged by Duplin County (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client The scope of services, additional terms and associated fee for individual engagements are contained in the proposal submitted to the County dated February 23, 2021 Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management’s Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing

The responsibility for auditing the records of the Client rests with the Client’s separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data



Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files

Sincerely,

Ann S. Antonson

Ann S. Antonson
Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: Chairman
Title: Chairman
Date: April 5, 2021

000248



Limitation on Damages

To the extent allowed under applicable law, the aggregate liability of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed a multiple of three times (3x) the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twenty four (24) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client, or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal, and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this



**Attachment A
Important Disclosures**

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.



Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system. Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Classification and Compensation Study

DATE: March 1, 2021

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between Duplin County, North Carolina (the "Client") and Baker Tilly US

SCOPE OF WORK

Baker Tilly ("BT") will perform services in accordance with the proposal submitted to the Client dated February 23, 2021

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform
- > Accept responsibility for the results of our nonattest services
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function

Anticipated Schedule

It is anticipated that the scope of work outlined in the proposal dated February 23, 2021 will be completed within five (5) months after project initiation

Compensation and Invoicing

Baker Tilly will perform all the tasks delineated as described in this proposal for a professional fee of \$29,250, plus out-of-pocket expenses such as travel, copying, etc., not to exceed \$1,500. This fee includes one (1) on-site visit for presentation of results to the County Board.

Baker Tilly would invoice the County for work completed based on the following schedule:

Distribution of Comprehensive Market Survey	25%		25%
Completion of draft pay structure(s) or pay structure updates	50%		75%
Completion of final report	25%		100%

Additional work

Should Duplin County request and authorize additional work, we would invoice the County at an agreed upon fee or our standard hourly fees. Additional Implementation Plans will be billed at a cost of \$750/plan. In addition, we would charge, at cost, for any related out-of-pocket expenses

Principal, Partner, Firm Director		\$300
Senior Manager, Director		\$260
Manager, Senior Staff		\$215
Staff		\$160
Support		\$75

Additional work would include work outside the scope of services as agreed to including, but not limited to

- Additional position evaluations
- Additional job audits
- Additional on-site meetings
- Additional reports
- Appeals Process
- Work related to a special request

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Ann S. Antonson

Ann S. Antonson
Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: *William Earl Stallings, Jr.*
Title: Chairman
Date: April 5, 2021

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: March 23, 2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 09E296 Township: Island Creek

Offer Amount: \$ 2,000.00 Bid Deposit Amount (5%): \$ 100.00

Method of Deposit: Cash x Credit Union Check (Check # 677325) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to:

William Earl Stallings, Jr., single
PO Box 2760
Gadsden, Alabama 35903
email: westallings43@gmail.com

Phone Number: 256-393-1365 Alternate Number: _____
(Please include area code)

Marital Status: X Single Married Divorced Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

Mail refund check (if offer is upset by another party or Board rejects offer) to:

William Earl Stallings, Jr.
PO Box 2760
Gadsden, Alabama 35903

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Phillips & Phillips, Attorneys at Law

David T. Phillips
Signature of Officer

David T. Phillips, Agent for William Earl Stallings

Date 03-23-2021

2001
PRIOR PARCEL NO

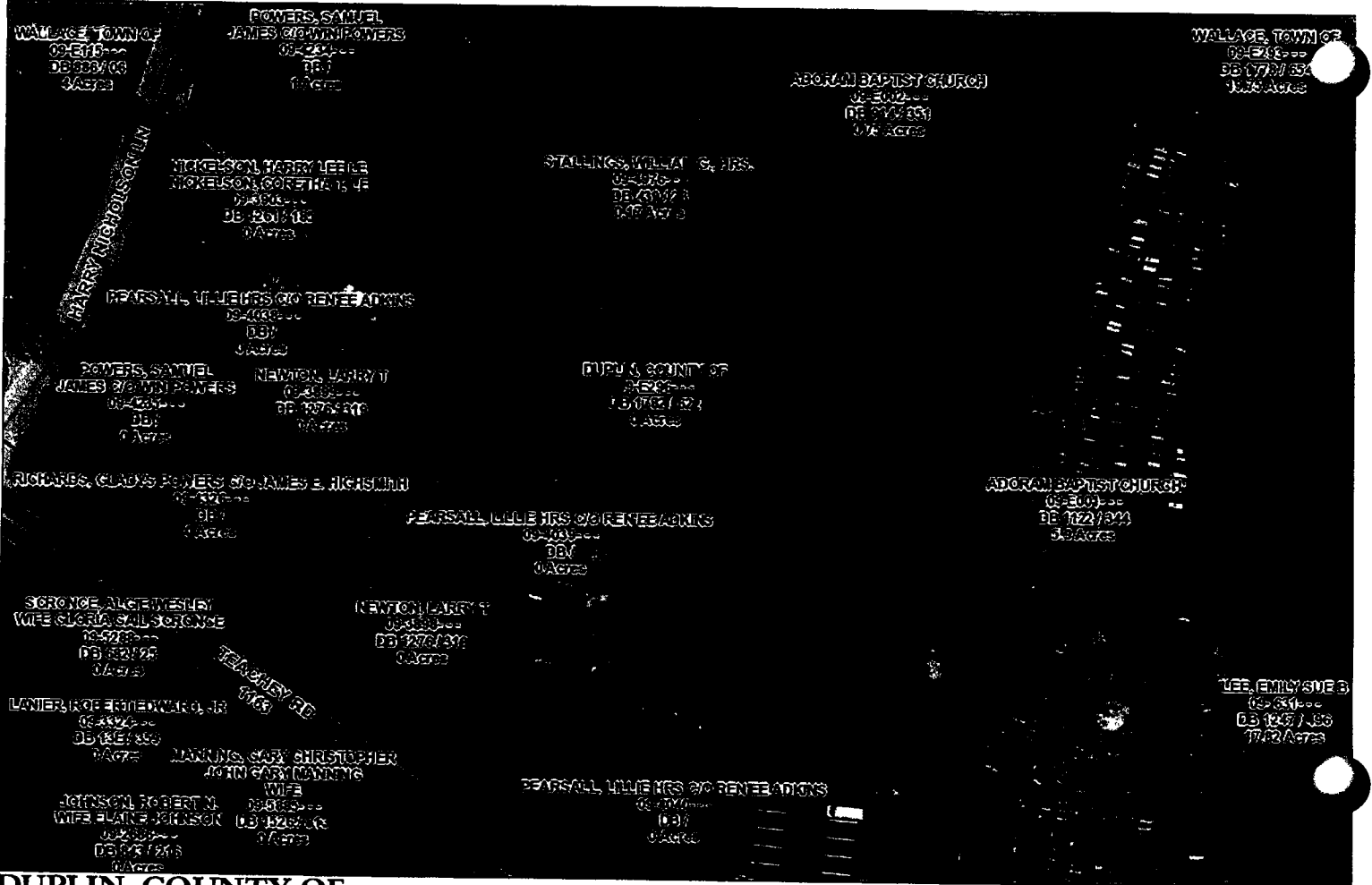
DUPLIN COUNTY, NC
PROPERTY RECORD CARD

000252

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JUL 6
DUPL

RUN DATE: 07/30/2020 TIME:

PROPERTY I.D.: 09-E296-		PIN 09-3306-14-33-9026-		ROUTE NO .000		LAND DATA 241 (CONT'D):	
MAP G15		P ADD OFF OLD TEACHEY RD				ACRES	
RVS		OWNER DUPLIN, COUNTY OF				WIDTH 40	
BLK		NAME				DEPTH 190	
SUF		A PO BOX 950				INF FAC	
LOT 0054		ADD KENANSVILLE NC 28349-				LAND NBHD 2	
SUB		ACCT NO 2033783				COMP CODE 2	
REMARKS: NO ACCESS							
ATTIC:		PLUMBING:		PORCHES: (Cont.):		STRUCTURE:	
NO RMS		S FIX		AREA		END 1	
FIN		4 FIX		QUALITY		END 2	
LS		1 FIX		LS		BSMT ENT	
INDICATOR		2 FIX		INDICATOR		DRYWALL	
BASEMENT:		EX WC		MISC. IMPROVEMENTS:		PAN VEN	
TOT AREA		EX SINK		1 CODE		ULF WALL	
FN AREA		LS		UNITS		HWP FL	
LS		INDICATOR		RATE		TLE FL	
INDICATOR		GARAGES:		GRADT		CHIMNEY	
OBSOLESCENCE:		1-CODE		% DEPR		SUB FL	
FUNC		AREA		YEAR		UNIT FL	
ECON		RATE		VALUE		HWP FL	
PRIMARY STRUCTURE:		GRADE		2 CODE			
CONST		% DEPR		UNITS			
STY		2 CODE		RATE			
AREA		AREA		GRADE			
CONST II		RATE		% DEPR			
CONST III		INDICATOR		YEAR			
ADDITIONS:		ROOF:		4 CODE			
NUMBER		MAT L 1		UNITS			
CONST 2		MAT L 2		RATE			
STY 2		TYPE		GRADE			
S F 2		LS		% DEPR			
CONST 3		FUEL:		YEAR			
STY 3		TYPE 1		UNITS			
S F 3		TYPE 2		RATE			
CONST 4		LS		GRADE			
STY 4		HEATING-A/C:		% DEPR			
S F 4		H A FORCE		YEAR			
CONST 5		H A GRAV		UNITS			
STY 5		H WATER		RATE			
S F 5		FL FURN		GRADE			
PERI-METER		RADIANT		% DEPR			
LIV AREA		BASEBD		YEAR			
DORMERS:		HEAT PUMP		UNITS			
NO FRI		WALL UNIT		RATE			
FRT		NO HEAT		GRADE			



DUPLIN, COUNTY OF



Parcel #: 09-E296- - -
Account #: 2033783
Deed Ref: 1782/622 2015
Year Built: 0
Deeded Acres: 0
Last Sale Date: 09/05/2014
Year Built: 0
Property Address: OFF OLD TEACHEY RD
Mailing Address: PO BOX 950 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: \$0
Assessed Value: 2500
Property Class: 1
Heat SQ Feet: 0
Misc. Imprv Value: \$0
Fire Code:
Notes: CONV_NOTES
Remarks: NO ACCESS
Land Value Only: \$2500

DUPLIN COUNTY GIS

DISCLAIMER July 30, 2020
The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances
Generated by <http://gis.duplincountync.com>



DUPLIN COUNTY OF

Parcel #: 06-1622
Account #: 2033783
Deed Ref: 1898/398 2020
Year Built: 0
Deeded Acres: 1
Last Sale Date: 2019/06/13
Year Built: 0

Property Address: NARCIE TURNER RD
Mailing Address: PO BOX 950 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price:
Assessed Value: 12900
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value: \$0
Fire Code:
Notes: 2020: PAMELA SMITH MOZINGO
Remarks: S/W ON PARCEL
Land Value Only: \$12900

DUPLIN COUNTY GIS

DISCLAIMER March 29, 2021
The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances.
Generated by <http://gis.duplincountync.com>

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 3/29/2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID# 06-1622

Township: Smith

Offer Amount: \$ 2,400

Bid Deposit Amount (5%): \$ 120

Method of Deposit: ☒ Cash

Check (Check #) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to:

Hattie Lucille Ross

Phone Number:

910-447-4097

(Please include area code)

Marital Status:

☒ Single

☐ Married

☐ Divorced

☐ Widow

(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

Mail refund check (if offer is upset by another party or Board rejects offer) to:

452 West Carroll Street
APT. 415 Magnolia NC 28453

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Hattie Ross

Signature of Offeror

Date 3/29/21

000253

Signature of Offeror

000254

'001
PRIOR PARCEL NO

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

PROPERTY I.D.:		PIN	LAND DATA 241 (CONT'D):	
MAP SHEET	CODE	PAGE	ACRES	1.000
INS	PKG	OWNER	WIDTH	
BLK	BOOK	NAME	DEPTH	
SITE	PAGE	&	INF. FAC.	
LOT 0001	TAX YR	ATD	LAND MND.	1
SUB 00-20	IX CD	ACCT NO	COMP CODE	3
REMARKS:		OTHER APPRAISAL D		
ATTIC:	PLUMBING:	PORCHES (Cont.)	STRUCTURE:	DATA:
NO RMS	5 FIX	AREA	END 1	PLB BSMT
% FIN	4 FIX	QUANT.	END 2	PLB 1ST FL.
LS	3 FIX	LS	BSMT ENT	TOT RMS.
INDICATOR	2 FIX	INDICATOR	FL WALL	BDR 1ST FL.
BASEMENT:	EX W/C	MISC. IMPROVEMENTS:	DRYWALL	BDR 2ND FL.
TOT AREA	EX SINK	1 CODE	PAN VEN	TOT BDR.
FIN AREA	LS	UNITS	UNF WALL	TOPOGRAPHY:
LS	INDICATOR	RATE	HND 1	LEVEL
INDICATOR	GARAGES:	GRADE	1ST FL	ROLLING
HOUSE OP	1 CODE	% DEPR	CYFET.	LOW
BSMT OP	AREA	LEAK	SUB FL	LAND DATA: 241
CHIMNEYS	RATE	VALUE	UNF FL	LOTS
LS	GRADE	2 CODE	FINE FL	
INDICATOR	% DEPR	UNITS		
ROOF:	2 CODE	RATE		
MATL-1	AREA	GRADE		
MATL-2	RATE	% DEPR		
TYPE	GRADE	YEAR		
LS	% DEPR	VALUE		
FUEL:	3 CODE	1 CODE		
TYPE 1	AREA	UNITS		
TYPE 2	RATE	% DEPR		
LS	GRADE	YEAR		
HEATING-A/C:	% DEPR	VALUE		
HA FORCE	LS	YEAR		
H.A. GRAY	INDICATOR	VALUE		
H WATER	PORCHES:	4 CODE		
FL FURN	1 CODE	UNITS		
RADIANT	AREA	RATE		
BASERO	QUALITY	GRADE		
HEAT PUMP	2 CODE	% DEPR		
WALL UNIT	ARFA	YEAR		
INDICAT	QUALITY	ALU		
	3 CODE	% DEPR		

0001
PRIOR PARCEL NO

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

000255

02 E
FAC
DUPL

RUN DATE: 07/17/2020 TIME:

PROPERTY I.D.: 02-E150-		PIN 02-2459-01-25-3747-		ROUTE NO 0270		LAND DATA 241 (CONT'D):	
MAP 044A		CODE 1		P ADD 1327		015 ACRES 50	
NS		PVC 1816		DUPLIN, COUNTY OF		016 WIDTH 50	
B/A		BOOK 831		NAME		017 DEPTH	
SUE		PART 2017		PO BOX 910		018 INF FAC 3	
LOT 0025		TAX YR C		KENANSVILLE NC 28347-		019 LAND NBHD 2	
SUB		TX CD		ADD 2033818		020 COMP CODE	
		ACC 1 NO				021 OTHER APPRAISAL D	
		REMARKS:					
		ATTIC:		PLUMBING:		PORCHES (Con't):	
		NO RMS 080		5 FIX 173		END 1 211	
		FIN 081		4 FIX 172		END 2 209	
		LS 082		3 FIX 171		BSMT ENT 205	
		INDICATOR 083		2 FIX 170		PT WALL 201	
		BASEMENT:		EX WG 171		CRAWL 201	
		TOT AREA 085		EA SINK 175		FAN ZEN 205	
		FIN AREA 086		LS 176		INF WALL 206	
		LS 087		INDICATOR 172		HPD 1 207	
		INDICATOR 088		GARAGES:		TILE FL 208	
		FIREPLACES:		1 CODE 140		CARPET 209	
		HOUSE OP 090		AREA 171		INF FL 210	
		BSMT OP 091		RATE 171		FINE FL 211	
		CHIMNEYS 092		GRADE 147			
		LS 093		% DEPR 173			
		INDICATOR 094		2 CODE 171			
		ROOF:		AREA 175			
		MATL 1 095		RATE 175			
		MATL 2 097		GRADE 146			
		TYPE 098		% DEPR 147			
		LS 099		3 CODE 178			
		FUEL:		AREA 179			
		TYPE 1 101		RATE 179			
		TYPE 2 102		GRADE 151			
		LS 103		% DEPR 170			
		HEATING A/C:		LS 171			
		H A FORCE 104		INDICATOR 154			
		H A GRW 105		PORCHES:			
		H WATER 106		1 CODE 156			
		FL FURN 107		AREA 157			
		RADIANT 108		QUALITY 158			
		BASEBO 109		2 CODE 178			
		HEAT PUMP 110		AREA 171			
		WALL UNIT 111		QUALITY 171			
		PRIMARY STRUCTURE:					
		CONST 1 216					
		CONST 2 217					
		CONST 3 218					
		CONST 4 219					
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		CONST 240 455					

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 2/15/21

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 09-E307 Township: Island Creek

Offer Amount: \$4000.50 Bid Deposit Amount (5%): \$25.50

Method of Deposit: Cash Check (Check #) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to:

Shannon Leak
Shunte Tinsley

Phone Number: 910-282-7814 Alternate Number: 267-358-0510
(Please include area code)

Marital Status: Single Married Divorced Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

Sisters

Mail refund check (if offer is upset by another party or Board rejects offer) to:

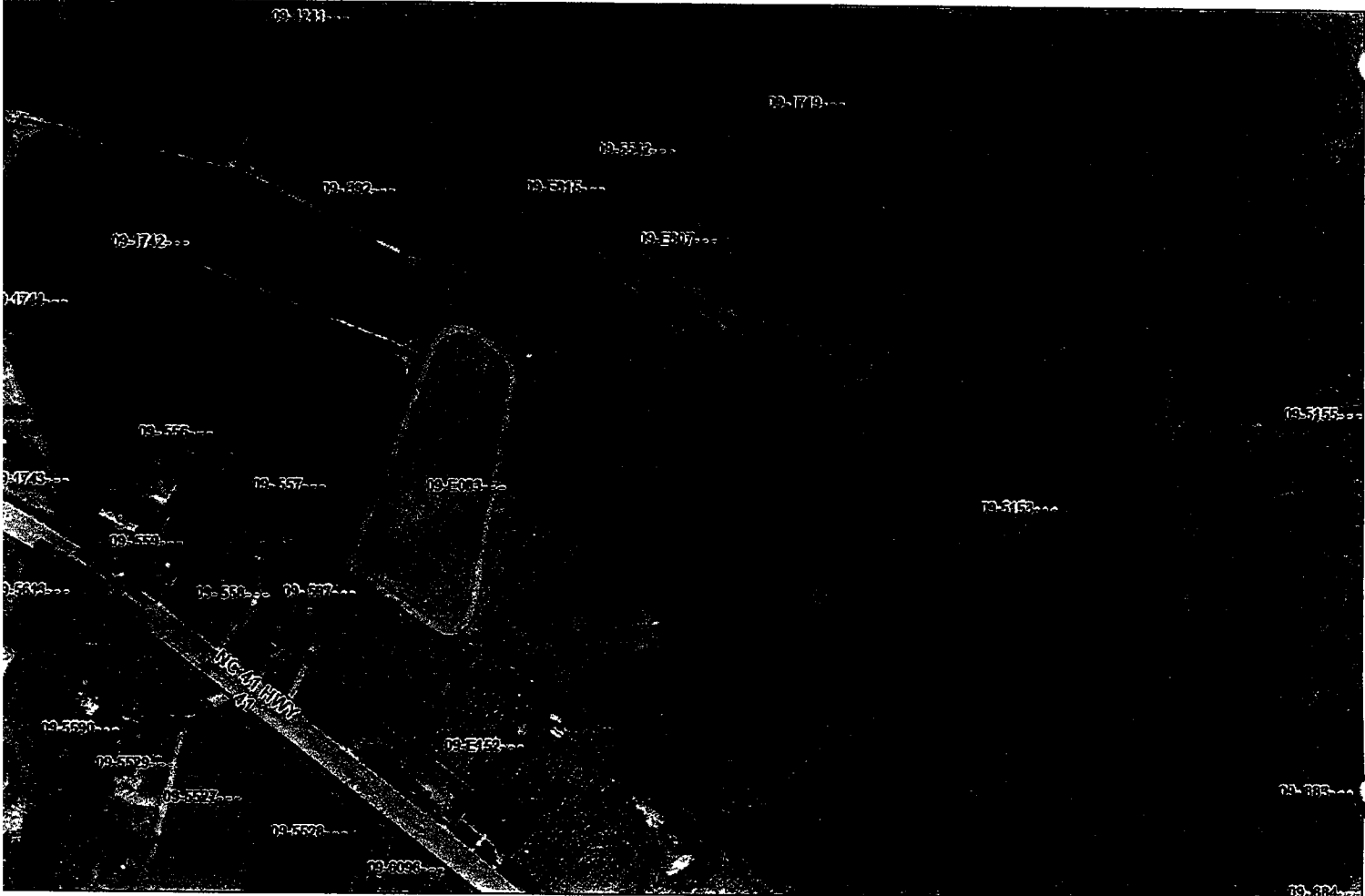
PO Box 421
Kenansville, NC 28349

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Signature of Officer

Date 2/15/21



DUPLIN COUNTY GIS

Parcel #: 09-E307- - -
Account #: 2033823
Deed Ref: 1816/833 2017
Year Built: 0
Deeded Acres: 0
Last Sale Date: 2016/02/09
Year Built: 0

Property Address: OFF 41
Mailing Address: PO BOX 910 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: \$1,985
Assessed Value: 1000
Property Class: 1
Heat SQ Feet: 0
Misc. Imprv Value: \$0
Fire Code:
Notes: 2017: WILLIAM DANIEL CARR (WAS 1816/833)
Remarks:
Land Value Only: \$1000

DISCLAIMER February 22, 2021
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Generated by http://gis.duplincountync.com

PROPERTY I.D.:		PIN		LAND DATA 241 (CONT'D):	
MAP: 10	CODE	P. ADD		015	ACRES
INS 111	PIC 1	OWNER		016	WIDTH 45
BLK	BOOK 1816	NAME		017	DEPTH 32.6
SUF	PAGE 833	A		018	INF FAC
LOT 10036	TAX YR 2017	ADD		019	LAND MB-ID 1
SUB	TX CD C	ACCT NO		020	COMP CODE 2
REMARKS:					
ATTIC:		PLUMBING:		PORCHES: (Cont.):	
029	NO RMS	089	S FIX	170	AREA
041	* FIN	081	4 FIX	131	QUANTITY
079	L S	087	3 FIX	172	L S
031	INDICATOR	093	2 FIX	173	INDICATOR
075	BASEMENT:	111	EX W/C	174	MISC. IMPROVEMENTS
036	TOT AREA	085	EX R/HK	175	1 CODE
041	FIN AREA	105	L S	176	UNITS
041	L S	087	INDICATOR	177	RATE
022	INDICATOR	028	GARAGES:	178	GRADE
PRIMARY STRUCTURE:		1-CODE		179	% DEPR
CONST	HOUSE OP	180	AREA	180	YEAR
STY	BSMT OP	091	RATE	181	VALUE
AREA	CHIMNEYS	092	GRADE	182	2-CODE
CONST II	L S	093	% DEPR	183	UNITS
CONST III	INDICATOR	094	2 CODE	184	RATE
ADDITIONS:		AREA		185	GRADE
NUMBER	MAT L 1	096	RATE	186	% DEPR
CONST 2	MAT L 2	097	GRADL	187	YEAR
STY 2	TYPE	098	% DEPR	188	VALUE
S F 2	L S	099	3 CODE	189	3-CODE
CONST 3	FUEL:	190	AREA	190	UNITS
STY 3	TYPE 1	101	RATE	191	RATE
S F 3	TYPE-2	102	GRADE	192	GRADE
CONST 4	L S	103	% DEPR	193	% DEPR
STY 4	HEATING-A/C:	194	L S	194	YEAR
S F 4	H/A FORCE	104	INDICATOR	195	VALUE
CONST 5	H/A GRAY	105	PORCHES:	196	4-CODE
STY 5	H WATER	106	1-CODE	197	UNITS
S F 5	FL FURN	107	AREA	198	RATE
PERMETER	RADIANT	108	QUANTITY	199	GRADE
LIV AREA	BASEBD	109	2-CODE	200	% DEPR
DORMERS:		110	AREA	201	YEAR
NO FRT	HEAT PUMP	111	QUANTITY	202	VALUE
FRT	W/H UNIT	112	3 CODE	203	4 CODE
	NO HEAT	113		204	

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 2/12/21

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 09-22-112 09-E315

Township: Island Creek

Offer Amount: \$ 1,000 Bid Deposit Amount (5%): \$ 50.00

Method of Deposit: Cash Check (Check #) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to:

Shannon Leak
Shuntle Tinsley

Phone Number: 910-282-7814 Alternate Number: 267-358-0510
(Please include area code)

Marital Status: Single Married Divorced Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed: Sisters

Mail refund check (if offer is upset by another party or Board rejects offer) to:

PO Box 421
Kenansville, NC 28349

I/W/e, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Shannon Leak

Signature of Offeror

Date 2/12/21

2001
PRIOR PARCEL NO

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

000258

PROPERTY I.D.:		PIN:		LAND DATA 241 (CONT'D):	
MAP 15	CODE	PADD		ACRES	
INS 21	PC	OWNER		WIDTH	
BLK	BOOK 1857	NAME		DEPTH	
SUF	PAGE 706	A		WF FAC	
LOT 0055	TAX YR 2018	ADD		LAND NBHD 1	
SUB	TX CD	ACCT NO		COMP CODE 3	
REMARKS:					
ATTIC:		PLUMBING:		PORCHES: (Cont.):	
GRADE	NO RMS	5 FIX		AREA	
% GR	% FIN	4 FIX		QUALITY	
TYPE	LS	3 FIX		LS	
DEPR COND	INDICATOR	2 FIX		INDICATOR	
LS	BASEMENT:	EX WC		MISC. IMPROVEMENTS:	
INDICATOR	TOT AREA	EX SINK		1-CODE	
OBSOLESCENCE:	FIN AREA	EX L.R		UNITS	
FUNG	LS	INDICATOR		RATE	
ECON	INDICATOR	GARAGES:		GRADE	
PRIMARY STRUCTURE:		1-CODE		% DEPR	
CONST	HOUSE OP	AREA		YEAR	
STY	BSMT OP	RATE		VALUE	
AREA	CHIMNEYS	GRADE		2-CODE	
CONST II	LS	% DEPR		UNITS	
CONST III	INDICATOR	2-CODE		RATE	
ADDITIONS:		AREA		GRADE	
NUMBER	MAT 1	RATE		% DEPR	
CONST 2	MAT L 2	GRADE		YEAR	
STY 2	TYPE	% DEPR		VALUE	
SF 2	LS	3-CODE		UNITS	
CONST 3	FUEL:	AREA		RATE	
STY 3	TYPE 1	GRADE		% DEPR	
SF 3	TYPE 2	% DEPR		YEAR	
CONST 4	LS	LS		VALUE	
STY 4	HEATING-A/C:	INDICATOR		4-CODE	
SF 4	H.A. FORCE	PORCHES:		UNITS	
CONST 5	H.A. GRAV	1-CODE		RATE	
STY 5	H. WATER	AREA		GRADE	
SF 5	FL. FURN	QUALITY		% DEPR	
PERI. METER	RADIANT	2-CODE		YEAR	
AREA	BASEBD	AREA		VALUE	
DORMERS:		HEAT PUMP		5-CODE	
NO. FRIT	WALL UNIT	110			
% FRIT	NIA HEAT	111			
		112			



DUPLIN COUNTY OF

Parcel #: 09-E315-
Account #: 2033789
Deed Ref: 1857/706 2018
Year Built: 0
Deeded Acres: 0.25
Last Sale Date: 2017/09/13
Year Built: 0

Property Address: OFF 41
Mailing Address: PO BOX 910 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: \$2,829
Assessed Value: 1000
Property Class: 1
Heat SQ Feet: 0
Misc. Imprv Value: \$0
Fire Code:
Notes: 2018: J.R. CARR (WAS 09-966) 2020: CORRECTED LAND DATA
Remarks:
Land Value Only: \$1000

DUPLIN COUNTY GIS

DISCLAIMER February 22, 2021
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OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 02/15/2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 10-1084 Township: Rockfish

Offer Amount: \$ 3,000 Bid Deposit Amount (%): \$ 3,000 150

Method of Deposit: X Cash Check (Check #) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to:

Erick A. Humes
Camela S. Humes

Phone Number: (910) 729-9668 Alternate Number: (910) 849-6208
(Please include area code)

Marital Status: Single X Married Divorced Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

Mail refund check (if offer is upset by another party or Board rejects offer) to:

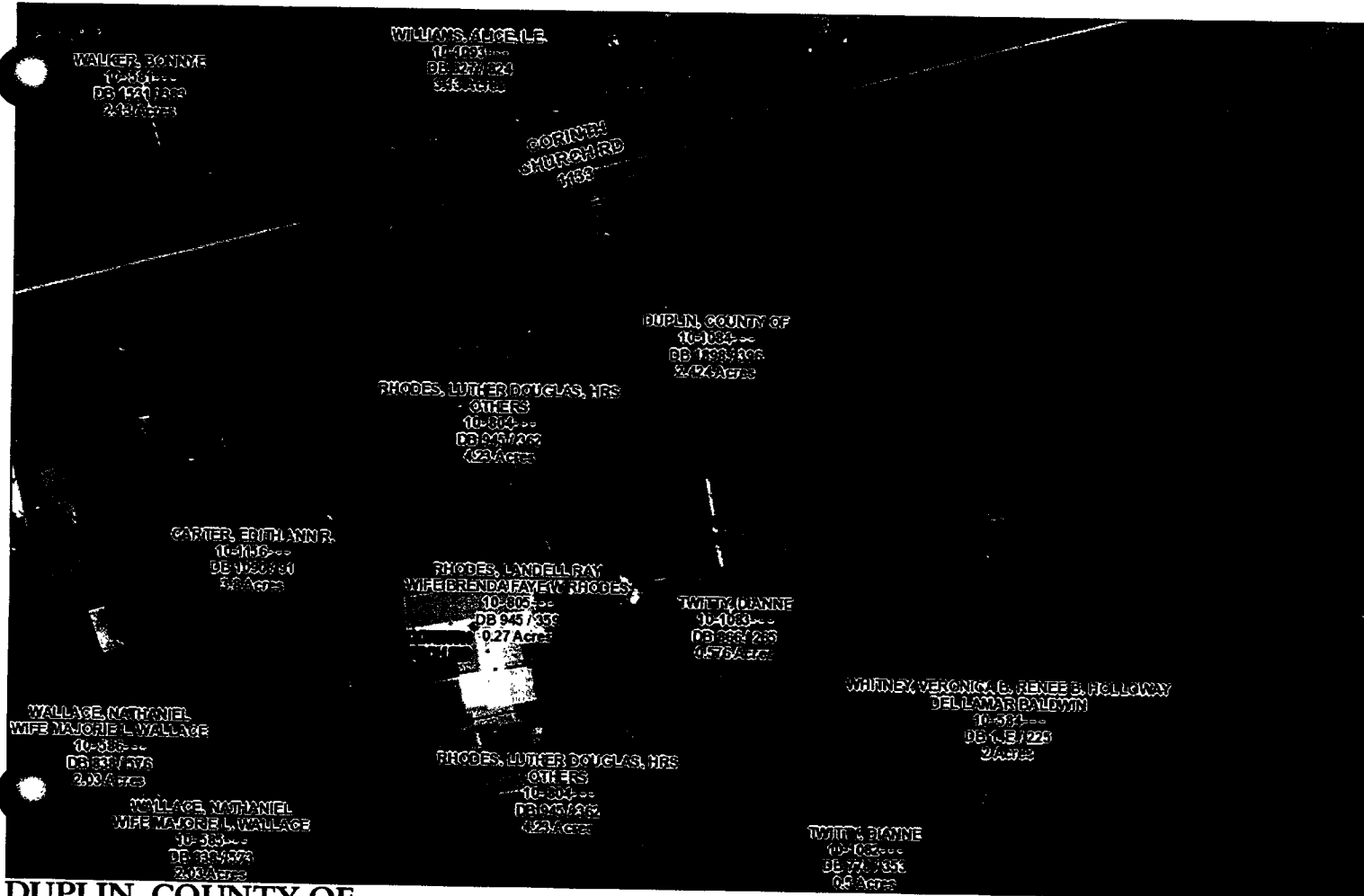
I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.


Signature of Offeror

Date 02/15/2021

000259



DUPLIN, COUNTY OF



Parcel #: 10-1084 - -
Account #: 2033801
Deed Ref: 1898/396 2020
Year Built: 0
Deeded Acres: 2.424
Last Sale Date: 06/13/2019
Year Built: 0

Property Address: CORINTH CHURCH RD
Mailing Address: PO BOX 950 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: \$4,257
Assessed Value: 5900
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value: \$0
Fire Code:
Notes: CONV_NOTES
Remarks:
Land Value Only: \$5900

DUPLIN COUNTY GIS

DISCLAIMER July 24, 2020
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2001

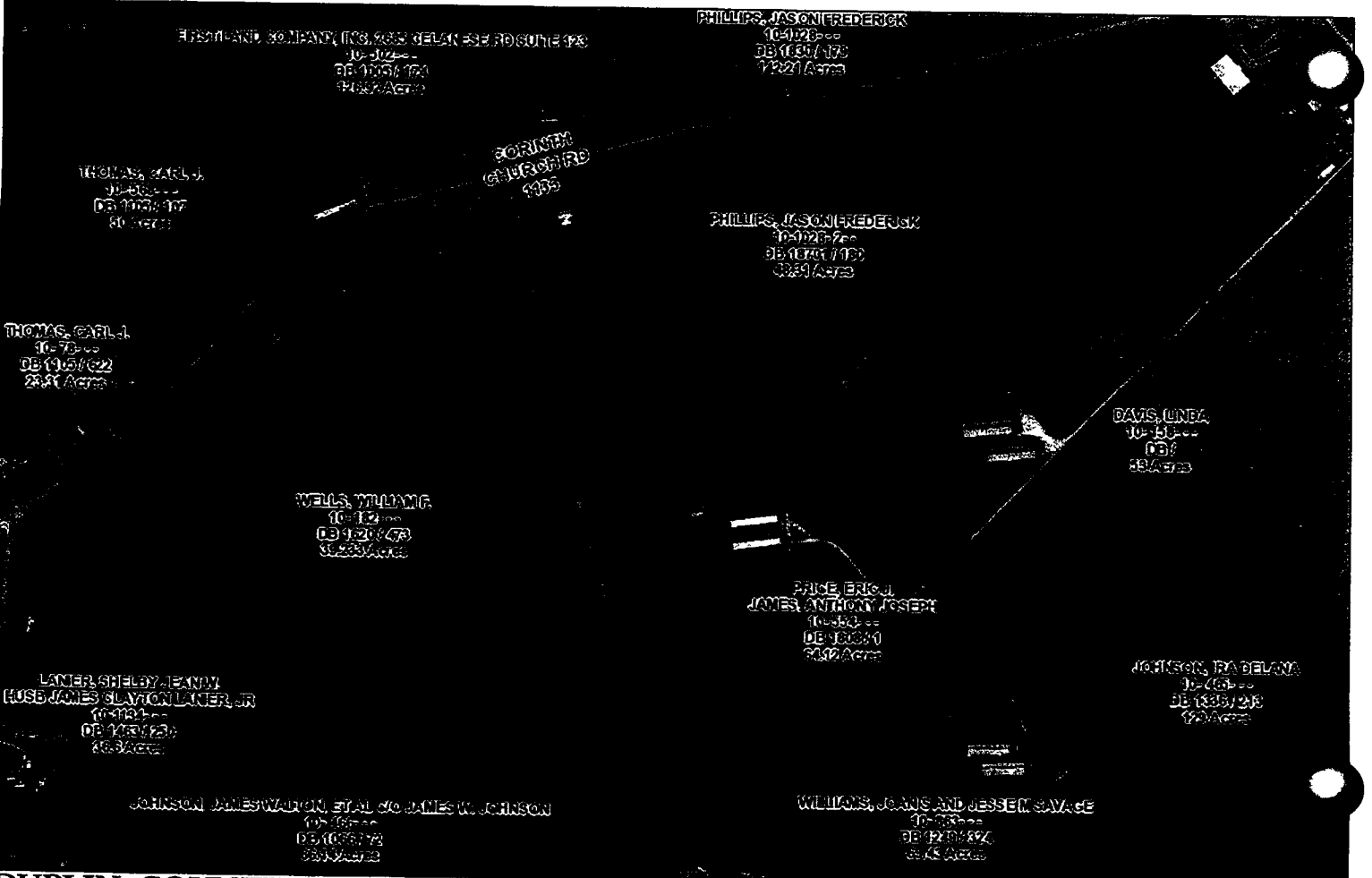
PRIOR PARCEL NO

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

000360

10 1
RECD
DUPL

PROPERTY I.D.: 10-1084		PIN 10-2377-50-46-9535		ROUTE NO 1250		RUN DATE: 07/20/2020 TIME: 11:01	
MAP 113		CODE 1		PARC CORINTH CHURCH RD		LAND DATA 241 (CONT'D)	
INS		PIC 1898		OWNER DUPLIN, COUNTY OF		ACRES 2.424	
BLK		BOOK 396		NAME		WIDTH	
SUF		PAGE 2020		A PO BOX 950		DEPTH	
LOT 0040		TAX YR 2020		ADD KENANSVILLE NC 28349		DEPT	
SUB 000-2		TX CD C		ACCT NO 2033801		LAND AREA 1	
VR		REMARKS:		STRUCTURE		DATA	
BLT		ATTIC:		PORCHES (Cont):		BUILDING CHANGES:	
OFF		PLUMBING:		MISC. IMPROVEMENTS:		TOPOGRAPHY:	
VR		NO RMS		1 CODE		LAND DATA: 241	
GRADE		% FIN		2 CODE		# LOTS	
TYPE		LS		3 CODE			
DEPR COND		INDICATOR		4 CODE			
LS		BASEMENT:		5 CODE			
INDICATOR		NOT FIN		6 CODE			
OBSOLESCENCE:		FIN AREA		7 CODE			
TUNG		LS		8 CODE			
ECON		INDICATOR		9 CODE			
PRIMARY STRUCTURE:		FIREPLACES:		10 CODE			
CONST		HOUSE OP		11 CODE			
STY		BSMT OP		12 CODE			
AREA		CHIMNEYS		13 CODE			
CONST II		LS		14 CODE			
CONST III		INDICATOR		15 CODE			
ADDITIONS:		ROOF:		16 CODE			
NUMBER		MATERIAL		17 CODE			
CONST		TYPE		18 CODE			
ST 1		LS		19 CODE			
SF 2		FUEL:		20 CODE			
CONST 3		TYPE 1		21 CODE			
STY 3		TYPE 2		22 CODE			
SF 3		LS		23 CODE			
CONST 4		HEATING-A/C:		24 CODE			
STY 4		H.A. FORC		25 CODE			
SF 4		H.A. GRAV		26 CODE			
CONST 5		H WATER		27 CODE			
STY 5		FL FURN		28 CODE			
SF 5		RADIANT		29 CODE			
PERMETER		BASEBD		30 CODE			
LIV AREA		LIFAT PUMP		31 CODE			
DORMERS:		WALL MNT		32 CODE			
NO FRT		NO CAT		33 CODE			
FRT				34 CODE			



DUPLIN, COUNTY OF

Parcel #: 10-1084 - -
Account #: 2033801
Deed Ref: 1898/396 2020
Year Built: 0
Deeded Acres: 2.424
Last Sale Date: 06/13/2019
Year Built: 0

Property Address: CORINTH CHURCH RD
Mailing Address: PO BOX 950 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: \$4,257
Assessed Value: 5900
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value: \$0
Fire Code:
Notes: CONV_NOTES
Remarks:
Land Value Only: \$5900

DUPLIN COUNTY GIS
DISCLAIMER: July 24, 2020
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INTERLOCAL AGREEMENT FOR COLLECTION OF
TAXES BETWEEN COUNTY OF DUPLIN AND TOWN
OF MAGNOLIA

This contract, made and entered into this the 9 day of February, 2021 by and between COUNTY OF DUPLIN, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY", party of the first part, and the TOWN OF MAGNOLIA, a municipality duly incorporated under the laws of North Carolina, hereinafter referenced to as the "TOWN", party of the second part.

WITNESSETH.

WHEREAS, the governing body of the COUNTY has found and determined that it is in the public interest and for the public benefit to provide for the collection by the COUNTY of real estate taxes and personal property taxes levied by the TOWN,

WHEREAS, the Duplin County Board of Commissioners has found and determined that the COUNTY has the means to provide for the collection of the taxes levied by the TOWN and that such an undertaking will not impair COUNTY tax collection or otherwise be detrimental to the public interest,

WHEREAS, the Magnolia Board of Commissioners has found and determined that it is in the public interest and for the public benefit to have the COUNTY collect real estate taxes and personal property taxes levied by the TOWN;

WHEREAS, pursuant to North Carolina General Statutes §160A-461, local government may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit, and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits to result there from, the parties hereby agree as follows

PURPOSE. The purpose of this Agreement is to establish an inter-local undertaking, as provided in N.C. Gen. Stat., Chapter 160A-461, whereby the COUNTY collects taxes duly and lawfully ordained and levied by the governing body of the TOWN. The methods and procedures which shall be followed by the COUNTY and the TOWN to implement this undertaking shall be as follows

- (a) On or before the first day of July 1, 2021 the governing body of the TOWN shall duly appoint the Tax Collector of Duplin County as the Tax Collector of the TOWN for the term hereinafter specified. Said appointee is hereinafter referred to as the "Tax Collector",

- (b) The Tax Collector shall perform, on behalf of the TOWN, those duties specified in N.C. Gen. Stat. §105-350;

- (c) The COUNTY shall provide the Tax Collector during the term of this Agreement such assistants and employees as are necessary for said Tax Collector to accomplish his duties to collect the taxes of the TOWN,

- (d) The governing body of the COUNTY shall perform all actions pertaining to or ancillary to tax collection which are required by said governing body by N.C. Gen. Statutes, Subchapter II, to include:

- (1) Preparation of a tax scroll, tax book or combined record as provided in N.C. Gen. Stat. §105-319;
- (2) Adoption of the Order to Collect Taxes required by N.C. Gen. Stat. §105-321;
- (3) Review of listings and evaluations as required by N.C. Gen. Stat., Chapter 105, Subchapter II, Article 21;
- (4) Listing, appraising and assessing of property as provided in N.C. Gen. Stat., Chapter 105, Subchapter II, Article 22;
- (5) Delivery of tax receipts to the Tax Collector pursuant to N.C. Gen. Stat. §105-352, and
- (6) Execution of settlements as required in N.C. Gen. Stat. §105-373

- (e) This Agreement shall not cover tax collections on behalf of the TOWN for years prior to the tax year of the appointment of the Tax Collector. The TOWN is responsible for collection of taxes levied before this Agreement.

RESPONSIBILITIES OF COUNTY: Tax Collector shall follow the tax collection and settlement procedures set forth in N.C. Gen. Stat., Chapter 105, Subchapter II, and the administrative and accounting rules of Duplin County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General statutes"

- (a) The COUNTY shall remit to the TOWN any and all, to include principal, penalties, in sums collected under this Agreement on behalf of the TOWN for the current and previous tax years, except that the COUNTY shall retain any compensation due from the TOWN for the remittance period, as provided in this agreement,

- (b) Records maintained by the Tax Collector shall show separately the amount collected on behalf of each taxing unit and such records shall be available at any time to each taxing unit,

- (c) Separate bonds shall be given by the Tax Collector, one in his capacity as the Duplin County Tax Collector and one in his capacity as Town of Magnolia Tax

Collector. Separate bonds shall also be given by such of said Tax Collector's Assistants and Clerks as may be designated by each of the taxing units so that said persons may be held to properly account to and settle with each taxing unit as provided by law. Each taxing unit shall approve those bonds given for its protection. COUNTY shall pay the premium required therefore for the cost of the bond as the COUNTY Tax Collector,

- (d) The Tax Collector shall mail only one bill to a taxpayer within the purview of the Contract, whether that taxpayer owes taxes to either of the taxing units or to both.
- (e) The Tax Collector shall endeavor to the best of his ability to mail the tax bill by July 15th of each year, but shall be mailed no later than August 15th of each year,
- (f) The COUNTY shall audit all tax records as required by law including the ones provided under this Agreement,
- (g) The Tax Collector shall report delinquent tax bills due the TOWN in the same manner provided by COUNTY rules for delinquent COUNTY taxes

If a delinquent bill is due to both the COUNTY and the TOWN, the County Attorney is authorized to bring an action for foreclosure on both tax liens in the name of both parties hereto. The costs of such actions will be borne by each taxing unit pro rata in proportion to its share of the total tax bill delinquent. In the event the property is purchased by the COUNTY, TOWN at the tax sale then pursuant to N.C. Gen. Stat. § 105-376 neither party shall pay the taxes to the other until the property is resold. The property shall be put into the name of the TOWN but can be listed on the COUNTY website for sale. The sale of the property thereafter shall be handled pursuant to N.C. Gen. Stat. § 160A-268 at an amount agreed to by both the COUNTY and TOWN;

(h) Penalties and interests collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the COUNTY and the TOWN pro rata in proportion to each taxing unit's share of the principal amount, which was the basis of said collections, recoveries, or allowances,

- (i) The County Finance Officer shall remit to the Finance Director of the TOWN all taxes, due the TOWN collected by COUNTY on a monthly basis,
- (j) The Tax Collector reports only to the County Manager and the Duplin County Board of Commissioners,
- (k) The Tax Collector shall provide monthly reports of assessed values, discoveries, release, levies and collections within the TOWN to the TOWN.

- (l) The COUNTY shall provide any relevant information to the TOWN as requested by the TOWN;
- (m) All accounts turned over to the County Attorney for foreclosure by Tax Collector shall be provided in list form to the TOWN,
- (n) The COUNTY shall include TOWN delinquent taxes (2021 taxes and thereafter) with the advertisement the COUNTY runs yearly,

RESPONSIBILITIES OF TOWN.

(a) Separate bonds shall be given by the Tax Collector, one in his capacity as the Duplin County Tax Collector and one in his capacity as Town of Magnolia Tax Collector. Separate bonds shall also be given by such of said Tax Collector's Assistants and Clerks as may be designated by each of the taxing units so that said persons may be held to properly account to and settle with each taxing unit as provided by law. Each taxing unit shall approve those bonds given for its protection. TOWN shall pay the premium required therefore for the cost of the bond as the Town of Magnolia Tax Collector,

(b) The governing body of the TOWN, may at its own expense, provide for a separate audit of the records relating to taxes owed the TOWN and collected on its behalf by the Tax Collector;

(c) If a delinquent bill is due to both the COUNTY and the TOWN, the County Attorney is authorized to bring an action for foreclosure on both tax liens in the name of both parties hereto. If the delinquent bill is owed only to the TOWN, the foreclosure will be brought in the name of the TOWN only by the County Attorney. The costs of such actions will be borne by each taxing unit pro rata in proportion to its share of the total tax bill delinquent. In the event the property is purchased by the COUNTY, TOWN at the tax sale then pursuant to N.C. Gen. Stat. § 105-376 neither party shall pay the taxes to the other until the property is resold. The property shall be put into the name of the TOWN but can be listed on the COUNTY website for sale. The sale of the property thereafter shall be handled pursuant to N.C. Gen. Stat. § 160A-268 at an amount agreed to by both the COUNTY and TOWN;

(d) Penalties and interests collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the COUNTY and the TOWN pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances,

(e) The TOWN shall release any town taxes as required under N.C. Gen. Stat. § 105-

381 and provide a report to the COUNTY of any releases and provide a copy to the Tax Collector;

- (f) The TOWN shall send any individuals wanting to pay monies on accounts that have been sent to County Attorney for foreclosure to the Duplin County Tax Office. The County Attorney is authorized to enter into a payment arrangement with any delinquent accounts that have been turned over for foreclosure prior to the foreclosure being filed. The TOWN shall not accept any monies on accounts sent to the Duplin County Attorney from taxpayers;
- (g) The TOWN may publish a separate advertisement for its delinquent taxes at its own expense;
- (h) The TOWN will use the same discount schedule that the COUNTY uses;
- (i) All tax monies owed to the TOWN for 2021 taxes and thereafter, shall be taken or collected only by the COUNTY;
- (j) The TOWN must provide situs, values, addresses, and other information to the COUNTY for inclusion in the tax bills prior to June 30th each year under this Agreement;

DURATION. This Agreement shall endure so long as the parties hereto exist and have the power to make and maintain such agreement, unless this Agreement is sooner terminated as hereinafter provided.

APPOINTMENTS.

- (a) The appointment of the Duplin County Tax Collector as the Tax Collector of the TOWN shall be made by the governing body of the TOWN in accordance with the provisions of N C Gen Stat. § 105- 349;
- (b) The Duplin County Board of Commissioners by resolution shall approve such an appointment. The appointment, its approval and acknowledgement thereof will be entered into the minutes of the appropriate proceedings of each of the governing bodies of the parties hereto.
- (c) The Town council by resolution shall approve such an appointment. The appointment, its approval and acknowledgement thereof will be entered into the minutes of the appropriate proceedings of each of the governing bodies of the parties hereto;
- (d) Appointments of all assistants, consultants, attorneys or employees provided by the COUNTY to implement this undertaking shall be made by the appropriate COUNTY officials and shall not be subject to the approval of the governing body of the TOWN;

- (e) The participation of the office of the Tax Collector of Duplin County in this undertaking, except as otherwise provided by law or this contract, shall be under the supervision of the Board of Commissioners of Duplin County and the County Manager, which officials shall have exclusive authority as provided by law to regulate and control the administration of said Office; and
- (f) The jurisdiction, authority, rights, privileges, and immunities (including coverage under the Workman's Compensation Act) which the officers, agents and employees of the COUNTY enjoy within the territory of the COUNTY shall also be enjoyed by them within the TOWN when they are acting pursuant to the Agreement and within the scope of their authority or in the course of their employment

FINANCES.

- (a) The TOWN shall reimburse the COUNTY for its share of the cost of this undertaking. Such share of the cost shall be as follows:
 - (1) Payment shall be an amount equal to two (2%) percent plus any costs incurred by COUNTY that are not charged to the Taxpayer.
 - (2) The TOWN shall reimburse the COUNTY for all fees associated with data conversion associate with initiation of this contract on July 1, 2021
- (b) Reimbursement shall be made by retaining from the remittances to the TOWN of taxes, collected on its behalf pursuant to the terms of this Contract.

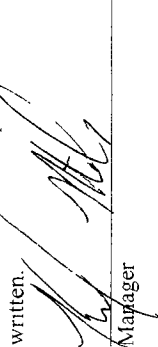
AMENDMENT. This contract may be amended in any year prior to the approval of the annual budget of either party; whichever approval comes first, by mutual agreement between the parties in writing and duly ratified by the governing bodies of the COUNTY and the municipality of the TOWN. Such amendment shall be effective for the tax year during which the amendment is made

TERMINATION.

- (a) This Contract may be terminated by either party upon written notice duly authorized by its governing body of one party to the other prior to the first day of April in any year during the term of this Contract
- (b) Failure on the part of the TOWN or its governing body to accomplish any act required by the North Carolina General Statutes before taxes may be legally collected, such as appointment of the Tax Collector of Duplin County as its Tax Collector or failure to turn over tax receipts to said Tax Collector, shall be deemed a termination of this Contract and relieve all parties of any further obligation there under

EFFECTIVE DATE: This Contract shall be effective beginning July 1, 2021 and continuing in duration unless amended or terminated pursuant to the terms of this Contract.

THEREFORE, the parties hereunto have set their hands and seals the said year first above written.



Manager



Chairman





Town Clerk



County Clerk

**STATE OF NORTH CAROLINA
TOWN OF MAGNOLIA**

**A RESOLUTION AUTHORIZING THE COUNTY OF DUPLIN TO COLLECT TAXES
FOR THE TOWN OF MAGNOLIA**

WHEREAS, pursuant to North Carolina General Statutes in Chapter 160A, Article 20, local governments may enter into Interlocal Agreements in order to provide for one unit to have powers or functions within the other unit's jurisdiction,

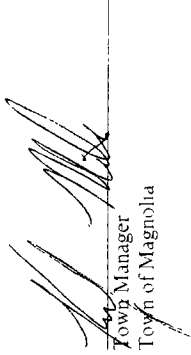
WHEREAS, the Town of Magnolia has requested the County of Duplin to collect real estate taxes and personal property taxes within the Town of Magnolia,

WHEREAS, the County of Duplin is in agreement to collect real estate taxes and personal property taxes within the Town of Magnolia,

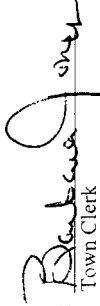
WHEREAS, it is in the public interest and public benefit of the citizens of Duplin County that the County of Duplin collect real estate taxes and personal property taxes levied by the Town of Magnolia; and

NOW THEREFORE BE IT RESOLVED that the Town of Magnolia Board of Commissioners hereby approves the Duplin County Tax Collector as the Tax Collector for the Town of Magnolia effective July 1, 2021 That this resolution shall continue in effect until and unless repealed by the Town of Magnolia Board of Commissioners

Adopted this the 9th day of February, 2021



Town Manager
Town of Magnolia

Attest 

Town Clerk

000264

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO
ENTER INTO AN INTERLOCAL AGREEMENT WITH
DUPLIN COUNTY FOR TAX COLLECTION

WHEREAS, Duplin County has the capability and willingness to collect taxes for properties located within the Town of Magnolia in Duplin County; and

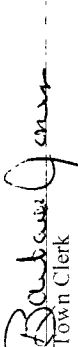
WHEREAS, the Town of Magnolia desires to enter into an inter-local agreement for Duplin County's tax collection services;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Town of Magnolia that the Town Manager is authorized to execute an Interlocal Agreement for tax collection services with Duplin County, as attached and made a part of this resolution by reference, and that the Duplin County Manager is further authorized to provide a letter directing the tax collector to collect taxes in accord with North Carolina General Statutes 105-321(b).

This the 9th day of February, 2021

By 
Town Manager

ATTEST


Town Clerk

Whereas	Primary Government Unit
and	Duplin County
and	Discretely Presented Component Unit (DPCU) (if applicable)
	Duplin County Tourism Development Authority
	Auditor
	Thompson, Price, Scott, Adams, & Co., PA.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally due on	Audit Report Due Date
	06-30-2020		01/31/21

hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to due date.	Original due date	Modified due date
☐ Modification to fee:	01/31/21	04/09/21
	Original fee	Modified fee

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification to due date and/or fees.
Delay in Fieldwork due to Covid 19

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.
Work on ways to gather info without having to do it in person

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

SIGNATURE PAGE – DPCU
(complete only if applicable)

AUDIT FIRM

Audit Firm*		
Thompson, Price, Scott, Adams & Co., P.A.		
Authorized Firm Representative* (typed or printed)	Signature*	
Gregory S. Adams, CPA		
Date*	Email Address	gadams@tpsacpas.com

GOVERNMENTAL UNIT

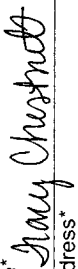
Governmental Unit*		
Duplin County		
Date Primary Government Unit Governing Board Approved	Amended	
Audit Contract* (if required by governing board policy)		
Mayor/Chairperson* (typed or printed)	Signature*	
Dexter Edwards		
Date	4/5/2021	Email Address
		dexter.edwards@duplincountync.com

Chair of Audit Committee (typed or printed, or "NA")		
N/A		
Signature		
Date		
Email Address		

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer*	Signature*
Tracy Chestnutt, Finance Officer	
Date of Pre-Audit Certificate*	Email Address*
4/5/21	tracy.chestnutt@duplincountync.com

DISCRETELY PRESENTED COMPONENT UNIT

DPCU		
Duplin County Tourism Development Authority		
Date DPCU Governing Board Approved	Amended Audit	
Contract (if required by governing board policy)		
DPCU Chairperson (typed or printed)	Signature	
E. Thomas Fife		
Date	Email Address	efife@gmail.com

Chair of Audit Committee (typed or printed, or "NA")		
NA		
Signature		
Date		
Email Address		

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Tracy Chestnutt	
Date of Pre-Audit Certificate	Email Address
	tracy.chestnutt@duplincountync.com

000266



LGC-205

The	Governing Board
of	Primary Government Unit (or charter holder)
	Duplin County
and	Discretely Presented Component Unit (DPCU) (if applicable)
	Duplin County Tourism Development Authority
	Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)
and	Auditor Name
	Thompson, Price, Scott, Adams, & Co., PA
	Auditor Address
	4024 Oleander Dr , Suite 103, Wilmington, NC 28403

Hereinafter referred to as Auditor

Fiscal Year Ending	Audit Report Due Date
06/30/21	10/31/21

Must be within four months of FYE

hereby agree as follows

1 The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2 At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements*, *Cost Principles*, and *Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4 This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5 If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7 It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8 All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved
22. Retention of Client Records. Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff
14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

26 E-Verify Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 0508

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed

000369

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor: contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable ☐ (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Duplin County
Audit Fee	\$ 41,500.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 1,000.00
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 31,875.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	Duplin County Tourism Development Authority
Audit Fee	\$ N/A
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	Thompson, Price, Scott, Adams, & Co., P.A.
Authorized Firm Representative (typed or printed)*	Signature*
Gregory S. Adams, CPA	
Date*	Email Address* gadams@tpsacpas.com

GOVERNMENTAL UNIT

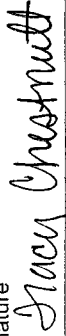
Governmental Unit*	Duplin County
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a1))	
Mayor/Chairperson (typed or printed)*	Signature
Dexter Edwards	
Date 04/05/2021	Email Address dexter.edwards@duplincountync.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* <i>(typed or printed)</i>	Signature*
Tracy Chestnutt, Finance Officer	
Date of Pre-Audit Certificate* 4/5/21	Email Address* tracy.chestnutt@duplincountync.com



SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Duplin County Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
E Thomas Fife	
Date*	Email Address*
	E fifea@gmail.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
NA	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1),
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Tracy Chestnut, Finance Officer	
Date of Pre-Audit Certificate*	Email Address*
	tracy_chestnut@duplincountync.com

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



Thompson, Price, Scott, Adams & Co., P.A.
4024 Oleander Drive Suite 3
Wilmington, North Carolina 28403
Telephone (910) 791-4872
Fax (910) 239-8294

January 1, 2021

Duplin County
P.O. Box 950
Kenansville, NC 28349

We are pleased to confirm our understanding of the services we are to provide Duplin County for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Duplin County as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Duplin County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Duplin County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Net Pension Asset/Liability RSI
- 3) OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies Duplin County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain

000271

additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Budget to actual schedules
- 3) Individual Fund Statements
- 4) Supporting Schedules and Combining Fund Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We

will issue written reports upon completion of our Single Audit. Our reports will be addressed to Commissioners of Duplin County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.





Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Duplin County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Duplin County's major programs. The purpose of these procedures will be to express an opinion on Duplin County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Duplin County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. This nonaudit service do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in



accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, (2) following laws and regulations, (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are

awards, and related notes, financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of those services, and accept responsibility for them

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider Furthermore, we will remain responsible for the work provided by any such third-party service providers

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period

We will provide copies of our reports to the county, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams and Co , PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U S Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities We will notify you of any such request If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co , PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any conditional period requested by the cognizant agency If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit

identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings, and prepare a summary schedule of prior audit findings and a separate corrective action plan The summary schedule of prior audit findings should be available for our review on the date of the audit report.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U S generally accepted accounting principles You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal



finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 1, 2021 and to issue our reports no later than October 31, 2021. Gregory S. Adams is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services is stated in the LGC approved contract. Any additional work out of the normal scope of the audit will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Duplin County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE

This letter correctly sets forth the understanding of Duplin County

Management signature

Title County Manager

Date: 4/5/21

Governance signature

Title Chairman

Date 4/5/21

Auditor signature: _____

Title _____

Date: _____

**RENEWAL/MARKETING ANALYSIS
PREPARED EXCLUSIVELY FOR:**

**Duplin County
2021-2022 Plan Year**

Presented By



This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.



To: Mayor and Board

From: John Bauer

Date: 5 January 2021

Subject: Appointment: Rose Hill ETJ: Ms. Henrietta Mathis

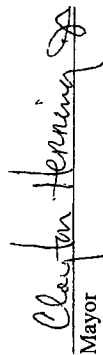
Background: Ms. Mathis has served many years and has again agreed to serve

Now Therefore Be It

Resolved, that Ms. Henrietta Mathis is re-appointed to the Rose Hill ETJ, a 3- year term, beginning October 1, 2020 **Is approved.**

Moved Mayor Pro Tempore Marsha Whaley
Second Commissioner Jonathan Murphy
Vote Yes 5- No 0


Town Clerk


Mayor

Duplin County
Basic life AD&D
July 1, 2021

OneAmerica	
Proposal	
Benefit Summary	
Eligibility	All Eligible Full Time Employees working 30+ hours weekly
Benefit	\$10,000
Reductions:	65% at age 70 45% at age 75 30% at age 80 20% at age 85 15% at age 90
Waiver of Premium	Included
Conversion	Included
Guaranteed Issue Amount	\$10,000
Accelerated Benefit	
Benefit %	75%
Benefit Maximum	\$10,000
Rate Guarantee	1 Year
	Rates
Rate Per \$1000 of Covered Payroll	
Life	\$0.200
AD&D	\$0.015
Total Monthly Cost	\$1,068
Total Annual Cost	\$12,815
Volume:	\$4,967,000

Duplin County
Voluntary Life AD&D
July 1, 2021

Benefit Summary	Current - Mutual of Omaha	OneAmerica
	All Eligible Full Time Employees working 20+ hours weekly	All Eligible Full Time Employees working 20+ hours weekly
Eligibility		
Benefit		
Employee	5x annual base salary in \$10,000 increments not to exceed \$500,000	5x annual base salary in \$1,000 increments not to exceed \$500,000
Spouse - under age 70	100% of Employee's Amount in \$5,000 increments not to exceed \$250,000	100% of Employee's Amount in \$500 increments not to exceed \$250,000
Child	\$10,000 - 15 day to age 76	\$10,000 - 6 months to age 19 or 25 if Full Time Student \$1,000 birth to 6 months
Guaranteed Issue Amount		
Employee	\$150,000	\$150,000
Spouse	\$50,000	\$50,000
Child	\$10,000	\$10,000
Benefit Minimum		
Employee	\$10,000	\$10,000
Spouse - under age 70	\$5,000	\$10,000
Child	\$10,000	\$1,000 or \$10,000
Annual Benefit Increase	\$10,000 not to exceed maximum amount. Amounts over GI require EOI	Greater of \$10,000 or 10% of current benefit not to exceed maximum amount
Reductions	65% at age 70 45% at age 75 30% at age 80 20% at age 85 15% at age 90	65% at age 70 45% at age 75 30% at age 80 20% at age 85 15% at age 90
Waiver of Premium	Included Age 60 w/9month waiting period terminates at age 65	Included Age 60 w/9month waiting period terminates at age 65
Conversion	Included	Included
Portability	Included	Included
Accelerated Benefit		
Benefit %	80%	75%
Benefit Maximum	\$300,000	\$500,000
Rate Guarantee	2 Year until July 1, 2021	1 Year until July 1, 2021
	Rates	Rates
Rate Per \$1000 of Benefit	Employee/Spouse	Employee/Spouse
<19	\$0.200	\$0.190
20 - 24	\$0.200	\$0.190
25 - 29	\$0.200	\$0.190
30 - 34	\$0.200	\$0.190
35 - 39	\$0.200	\$0.190
40 - 44	\$0.280	\$0.270
45 - 49	\$0.340	\$0.330
50 - 54	\$0.360	\$0.350
55 - 59	\$0.360	\$0.350
60 - 64	\$0.490	\$0.480
65 - 69	\$0.980	\$0.970
70 - 74	\$0.980	\$0.970
75+	\$1.580	\$1.570
Child Life	\$0.180	\$1.700
Voluntary AD&D	\$0.020	\$0.030

FW: Duplin County | Employer Paid Term Life (OneAmerica)

Pam Brame <pam.brame@duplincountync.com>

Mon 3/29/2021 5:08 PM

To: Davis Brinson <dbrinson@duplincountync.com>

Cc: wes_grigston@ajg.com <wes_grigston@ajg.com>, Terri_Bowden@ajg.com <Terri_Bowden@ajg.com>

1 attachments (529 KB)

Duplin County - Term Life Marketing Spreadsheets 1 27 21 pdf

Davis,

Please find attached the Gallagher proposal on the Basic \$10,000 term life insurance with One America.

- Full-time employees working 30+ hours a week would be eligible for the life insurance
- \$10,000 plan – basically burial insurance
- Guaranteed Issue
- Estimated cost for current eligible employees (497) is \$1,068 a month or \$12,815 a year
 - Life rate - \$0.200
 - AD&D rate - \$0.015
- The employee can take the policy with them if they resign, but the premium is their responsibility

Please let me know if you need more information. Wes, did I state everything correctly for Davis to present to the Board of Commissioners? Is there anything else Davis needs to add?

Thank you all,
Pam



DUPLIN COUNTY

PAM BRAME, PHR, SHRM-CP

HUMAN RESOURCES DIRECTOR

Phone (910) 372-9251

Fax (910) 296-1879

Mail PO BOX 910, 224 Seminary, Kenansville, NC 28349

e-mail pam.brame@duplincountync.com

duplincountync.com

From: Wes Grigston [mailto:wes_grigston@ajg.com]

Sent: Monday, March 15, 2021 9:09 AM

To: Pam Brame

Cc: Terri Bowden

Subject: FW: Duplin County | Employer Paid Term Life (OneAmerica)

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe

Hey Pam,

I hope you had a great weekend!

GBS Disclaimers

Coverage This analysis is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

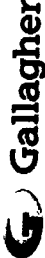
Renewal / Financial This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

Legal The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

Going back through my notes, I do not see where Duplin County confirmed or not to add the Basic Term Life (\$10K). Can you confirm the County's decision?

Thank you,
Wes

Wes Grigston
Area Vice President, Public Sector Practice



Insurance | Risk Management | Consulting

D 704.971.2561
M 704.254.9181
wes_grigston@ajg.com
[linkedin.com/in/wesgrigston](https://www.linkedin.com/in/wesgrigston)

Gallagher
4250 Congress Street, Charlotte, NC 28277
www.ajg.com

From: Wes Grigston
Sent: Wednesday, January 27, 2021 10:20 AM
To: Pam Brame <pam.brame@duplincountync.com>
Cc: Terri Bowden <Terri_Bowden@ajg.com>
Subject: Duplin County | Employer Paid Term Life (OneAmerica)

Hey Pam,

Great to catch up with you and Davis this morning!

I confirmed with OneAmerica on the Basic Life/AD&D (\$10,000 benefit) that the rate will stay the same if offered to **All Employee working 30+ weekly**.

It will reduction in eligible employees will reduce the cost by approximately \$600 / year. Please see attached and let me know if you have questions.

Thanks!
Wes

Wes Grigston
Area Vice President, Public Sector Practice

D 704.971.2561
M 704.254.9181
wes_grigston@ajg.com

Gallagher

Gallagher Benefit Services, Inc

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From: Wes Grigston
Sent: Thursday, December 17, 2020 9:43 AM
To: Pam Brame <pam.brame@duplincountync.com>
Subject: Duplin County | Vol Term Life

Pam

Please see attached. OneAmerica comparison on the Voluntary Life.

Thanks!

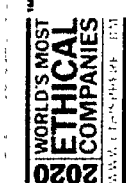
Wes Grigston
Area Vice President, Public Sector Practice



Insurance | Risk Management | Consulting

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Gallagher
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www.ajg.com



Gallagher Benefit Services, Inc

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Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date	February 22, 2021
Name	Kathleen "Kebby" Schwensberg
Address	111 Silver Magnolia Ct
City	Wallace
State	NC
Zip Code	28466
Telephone	910-747-0518
Email	Kebby.Schwensberg@gmail.com

Interested in being appointed to
Board of Directors Eastern Carolina Human Services Agency, Inc

Qualifications:
Citizen of Duplin County 13 years
Registered Nurse 48 years
Familiar with Eastern North Carolina through home visiting in 7 counties for various jobs and worked directly with Human Services agencies and social workers to provide clients with necessary services
- National Children's Study data collector 2009 - 2012
- Carolina East Home Care and Hospice - Community Alternatives Program, Adult and Children, 2012 - 2015
- Carolina East Home Care and Hospice - Home Health Hospice Palliative Care 2012-2015
- Vidant Home Health and Hospice - Staff Development Duplin, Greenville, Washington, Anokee, 2015 - 2018
- Vidant Home Health and Hospice - Community Alternatives Program, Adult and Children, 2015 - 2019
Census Taker, 2020
Served as a volunteer Ombudsman for Assisted Living facilities in Duplin County for 3 years



Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date	2/15/2021
Name	Michael E. Lynch
Address	291 Callers Way
City	Wallace
State	North Carolina
Zip Code	28466
Telephone	410-707-1538
Email	melynb21@aol.com

Interested in being appointed to
Board of Directors of the Eastern Carolina Human Services Agency, Inc

Qualifications
44 years of U.S. government service, including 30 years in the U.S. Navy and 14 years as a Senior Leader at the National Security Agency
While in the U.S. Navy, served in multiple leadership positions in duty stations across the U.S. and abroad, achieving the rank of Chief Warrant Officer 4 before retirement.
At the National Security Agency, served in multiple leadership positions, often making decisions in high-stress environments. Deployed to Iraq twice for multiple months as a U.S. Ambassador working with multiple governmental organizations, with both military and civilian personnel.
Throughout career, sought after for mentoring and guidance to a highly-diverse workforce of both civilian and military employees.
After retirement, continues to mentor professionals, and volunteer in various positions in the local community.





Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date	02/11/2021
Name	Brintney Turner
Address	105 S Country Club Drive
City	Kenansville
State	NC
Zip Code	28349
Telephone	910-290-3200
Email	brintney.turner@duplincountync.com

Interested in being appointed to:
Eastern Carolina Human Services Agency, seat on the Board of Directors

Qualifications:
I have currently lived in Duplin County since 2011. I have been employed with Duplin County Tax office for over a year. I do believe myself to have good moral character, honest judgement and a compassionate heart.



2/12/2021

Reply Delete Junk Block

Mail - Davis Brinson



Human Services

Ronda Rivenbark <rivenbark@hotmai.com>
Fri 2/12/2021 1:09 AM
To: Davis Brinson

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Brinson,

I am very interested in your Human Services Committee's open spot I have lived in Duplin County all my life. And very proud of it.

My daddy was a Korean Conflict War Veteran. He was a very proud man for serving his country, he was drafted right out of the tobacco fields in Johnson County. This is why my heart goes out to the Veterans of Duplin County.

My mother received his widow benefits. Which I fought hard for. They enabled her to stay in a private room at The Gardens in Rose Hill, NC. I have worked with Laura Drakeford of Duplin Co VA and Roy Horne of Pender Co VA.

I was raised in Wallace, NC. I now live in little ole Rose Hill, NC. I am very active in my town. I have served on the Town Board, the Recreation Department Board, the Beautification Board, the RH Jubilee Board. I also volunteer to head up the Rose Hill "Christmas at Night" parade and entertainment. I do the Facebook page for "The Beauty of Rose Hill". Which shares the happenings around RH and surrounding communities. I am very active in my church, Rose Hill United Methodist Church. And have and still serve on many committees. I worked 30 years at Rose Hill - Magnolia Elementary School. I now work at Sunshine Day Preschool in Wallace. I am married to Gerald Rivenbark and have twin daughters. Gerron Bishop, she is the school social worker at Wallace - Rose Hill High School. Anna Henderson, is an Exceptional Children's teacher at Rose Hill - Magnolia Elementary School. They both graduated for Methodist University.

Gerron's husband Justin, is a sergeant in the US Army at Ft. Bragg. Anna's husband is a Wilmington firefighter. I also have a 17 month old grandson, Abel Henderson.

In memory of my daddy, it would be a pleasure to serve on this committee.

Sincerely,
Ronda L Rivenbark
rivenbark@hotmail.com

Sent from my iPhone

Reply Forward

Rebecca H Judge
1383 S NC 41/111 HWY.
Beulaville, NC 28518
January 6, 2021

Duplin County Commissioners
224 Seminary Street
Kenansville, NC 28349

Greetings.
Here's hoping that you and your families and our county will have a prosperous New Year

I am writing to tender my resignation from the Eastern Carolina Human Services Agency (ECHSA) Board of Directors at the end of this month. I have represented Duplin County on this board for eighteen years. The agency now consists of Onslow, Duplin, and New Hanover counties. The main office is located in Jacksonville where most of the meetings are held, however the meetings of the Board are sometimes in Wallace, the Duplin County office and in Wilmington the New Hanover County office. I am not driving much these days and especially at night. Of course right now we are doing virtual meetings but looking forward to the day when we can again meet together in person.

The Duplin County office is located at 1326 N Teachey Street, Wallace. The programs administered by the agency include: Section 8 Housing, Community Services Block Grant- Family Self Sufficiency Program (CSBG-FSS), provide comprehensive services with many tools designed to address the needs of the entire family unit. ECHSA, Inc. administers programs that provide participants with the highest possibility of becoming economically and socially self-sufficient. This enables members of the family to earn a better living through education and training, plan for their financial future, receive short-term assistance with housing and nutrition, and provide a safe and loving



environment for their children.

It has been a pleasure serving on this board and I feel that my input has been of value. I really hate to leave it but there is a time for all things and I'm sure I will fill that void with something else of value to mankind. Thank you for giving me that opportunity to serve.

Sincerely,

Rebecca H. Judge
910 290 0758

CC: Mrs. Marcia Wright, Chairman
Eastern Carolina Human Services Agency, Inc.



Post Office Box 257
Kenansville, NC 28349

Phone 704-234-2340
www.jsc.edu

March 11, 2021

Mr Jesse Dowe, Chair
Duplin County Commissioners
PO Box 910
Kenansville, NC 28349

Dear Mr. Dowe,

Mrs Geraldine Tucker, James Sprunt Community College Board Member, resigned her position effective March 3, 2021 Mrs Tucker has served with distinction in this role since 2005 and the College is grateful for her service

This is to request a two-year appointment to the Board of Trustees of James Sprunt Community College through June 30, 2023 to fulfill Mrs. Tucker's term

Thank you for your continued support of our community college.

Sincerely,

Anita R Powers

Anita R Powers
Chair to the Board of Trustees

Jay Carraway

Jay Carraway, Ed D
President and Secretary to the Board of Trustees

cc Mr Davis Brinson, County Manager
Mrs Geraldine Tucker



Geraldine A. Tucker
464 N. NC 11 Hwy
Pink Hill, NC 28572
tuckerger@jsc.edu

March 3, 2021

Honorable Jesse Dowe, Chairman
Duplin County Board of Commissioners
P O Box 158
Kenansville, NC 28349

Dear Chairman Dowe

It is with regret that I submit my resignation on James Sprunt Community College Board of Trustees. It has been my privilege to serve on the Board since 2005.

Thank you for the honor to serve on the Board of James Sprunt Community College. I will always promote Duplin County and James Sprunt Community College.

Sincerely,

Geraldine A. Tucker

Geraldine A. Tucker

3-3-2021

RECEIVED

MAR 11 2021

000283

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date	3/17/21
Name	Austin K Brown
Address	1929 Lyman Rd
City	Chinquapin
State	NC
Zip Code	28521
Telephone	910-271-4915
Email	austnbrown_1181@hotmail.com

Interested in being appointed to:

JSCC Board of Trustees

Qualifications:

BS Degree From NCSU 2004
Chinquapin Water Association Board Member
Construction Manager for Smithfield and I know how valuable a Technical College is for our area
A Parent of two girls that one day I hope attends JSCC for a higher education

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date	March 17, 2021
Name	J Michael Davis
Address	182 Jeff Outlaw Road
City	Mount Olive
State	North Carolina
Zip Code	28365
Telephone	Home 919-658-0227 Work 919-735-2611 Cell 919-738-2401
Email	michael.davis@tcemc.com

Interested in being appointed to:

James Sprunt Community College Board of Trustees

Qualifications:

I serve as the General Manager/CEO of Tr. County Electric Membership Corporation based in Dudley serving 26,000 meters in Wayne, Duplin, and Lenoir counties. A graduate of East Carolina University with a BSBA in Accounting, I began employment with the cooperative in December, 1975 and became the General Manager/CEO in June 1988. My wife Bernice and I have three sons: Preston, Lance and Nolan. Currently, I am a member of the Board of Directors of 3HC Home Health and Hospice Care and Kilty Askins Hospice Center, the Outlaw Foundation, the Advisory Council of the Ronald McDonald House of Eastern North Carolina, the North Carolina Global Transpark Authority, North Carolina Electric Membership Corporation, North Carolina Association of Electric Cooperatives, and the Tarheel Electric Membership Association. Formerly, I was on the Board of Directors of Wachovia Bank, the President of the Board of Directors for the Ronald McDonald House of Eastern North Carolina and the President of the Board of Trustees for Wayne Country Day School. My family and I are active members of Long Ridge Original Free Will Baptist Church where I serve as church clerk, deacon, youth advisor and the Sunday School teacher for high school/college students.



Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date March 13, 2021

Name Landon Harper

Address 2097 Fountaintown Road

City Chinquapin

State North Carolina

Zip Code 28521

Telephone (910) 271-0222 or (910) 430-6003 Ext 103

Email landon@lamberthinsuranceservices.com

Interested in being appointed to

James Sprunt Community College Board of Trustees as a Board Member

Qualifications:

Please refer to resume attached

Landon Harper

Skilled with 2+ years of experience in sales, business management, and business development. Possess an Associate in Arts, NC Property & Casualty Insurance License, and actively working towards a Bachelor's degree. Looking to leverage my wealth of knowledge in insurance or business.

EXPERIENCE

Fountaintown Fire Department,
Chinquapin, NC — *Volunteer Firefighter*

JULY 2017 - PRESENT

Active and dedicated volunteer firefighter that responds to fire and medical emergencies, while also continuing my education with firefighter certifications and attending weekly training meetings.

J. Kim Hatcher Insurance - Kim Hatcher,
Wallace, NC — *Customer Service Representative*

November 2019 - August 2020

Avid sales associate that tends to our client's property and casualty insurance needs - taking payments, issuing quotes, and managing accounts. While also, searching for prospective leads and selling policies to new clients.

Lamberth Insurance Services,
Wallace, NC — *Independent Insurance Agent*

August 2020 - PRESENT

Dedicated Independent Insurance Agent that identifies sales opportunities for insurance plans and oversees a large portfolio of clients. Also responsible for identifying risk management strategies, handling policy renewals, and tracking claims, while also handling various business development tasks.

EDUCATION

Duplin Early College High School,
Kenansville, NC — *High School Diploma*

GRADUATED, MAY 2019

James Sprunt Community College,
Kenansville, NC — *Associate in Arts*

GRADUATED, MAY 2019

2097 Fountaintown Road
Chinquapin, NC 28521
(910) 271-0222
landonharper0123@gmail.com

SKILLS

Communication skills, adaptability, technical literacy, leadership/management skills, strong work values, excel under pressure, and self confidence.

Licenses & Extracurriculars

North Carolina Property Insurance License

January 2020

North Carolina Casualty Insurance License

January 2020

North Carolina State Firefighters' Association

MARCH 2018 - PRESENT

North Carolina Association of Rescue & Emergency Medical Services

JULY 2018 - PRESENT

CPR Certified

MARCH 2021 - MARCH 2023

000285

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date3/19/2021

NameHugh Gerald Miller, Jr

Address1247 Sarecta Road

CityPink Hill

StateNC

Zip Code28572

Telephone910-290-0423

Emailhgmliller1283@gmail.com

Interested in being appointed to:

James Sprunt Community College Board of Trustees

Qualifications:

Graduate of North Carolina A&T State University - B.A. - Political Science (2006)
Currently employed with NC Department of Labor - Agricultural Compliance Safety Officer (Employed in State Govt - 15 yrs)
Formerly worked with Employment Security Commission (Raleigh, Goldsboro, and Kenansville offices)
Manager of Environmental Safety and Health Programs Certification Program (2020)
Co-Owner of H&H Farms of Pink Hill - Grow row crops (Corn, Soybeans, and Wheat)
Former Assistant Fire Chief - Sarecta Volunteer Fire Department (Served 20 years)
Former Duplin County Farm Bureau Board of Director (Served 20 years)
Duplin County Agribusiness Council Board Member At Large (4 years)
Duplin County Young Farmer and Rancher Member (Currently 10 years)
Member of the North Carolina Natural Hog Growers Cooperative (15 years)
NC Tobacco Trust Fund Leadership Development Program Graduate (2014-16)



Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

DateMarch 28, 2021

NameJoseph D. Murray, Jr

Address1465 Cypress Creek Road

CityWallace

StateNC

Zip Code28466

Telephone910-289-0474

Emailjmurray@duplinschools.net

Interested in being appointed to:

James Sprunt Community College Board of Trustees

Qualifications:

Lifelong resident of Duplin County
Agriculture teacher and FFA advisor with Duplin County Schools for over 20 years
Genuine interest in JSCC and a desire to serve because of the many students of mine who have benefitted from this institution



Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date	3/19/2021
Name	Jason "Blake" Phillips
Address	279 Johnson Church RD
City	Warsaw
State	NC
Zip Code	28398
Telephone	910-290-0615
Email	jbpillips0115@email.campbell.edu

Interested in being appointed to
JSCC Board of Trustees

Qualifications:

Leadership qualifications at Campbell University
Wealth Management and Finance Degrees
About to start law school
See qualifications on attached resume

Jason "Blake" Phillips
jbpillips0115@email.campbell.edu
910-290-0615

Home Address
279 Johnson Church Road
Warsaw, NC 28398

School Address
436 Marshbanks Street, L5
Lillington, NC 27546

EDUCATION

Campbell University
B.B.A.: Trust and Wealth Management, Concentration in Pre-Law
Minor: Financial Planning
May 2021

Grade Point Average
Undergraduate: 3.928
Major: 4.0

Honors

President's List (3.9 or higher) – 6 semesters
Dean's List (3.5 or higher) – 3 semesters
Phi Eta Sigma National Honor Society – GPA of 3.5 or higher
Phi Kappa Phi Honor Society – Top 10% of graduating students

Scholarships

Norman Adrian & Mildred Harmon Wiggins Scholarship, Scott-Ellis Academic Merit Scholarship, Harry C. Carter Endowed Scholarship, First Citizens Bank Scholarship, Kenansville Lions Club Scholarship, Campbell University Residence Life Scholarship, Dr. Lewis and Annebelle Fetterman Business Scholarship, John Mason Memorial Business Scholarship, Dr. Ernest Paskel Sauls Business Scholarship, Southeastern Trust School - Trust Management Scholarship, Admissions Ambassador Scholarship, Dorthey and Joseph Barber Business Scholarship, and the Newkirk Family Trust Management Scholarship

LEADERSHIP EXPERIENCE

Student Body Vice President, Campbell University SGA
May 2020 - Present

- Member of the Campbell University COVID-19 Task Force; participate in meetings twice a week
- Chair of the Student Conduct Committee; the committee that holds hearings of all students who have committed acts of academic dishonesty or student conduct violations
- Chair of the Campbell University Inter-Organizational Counsel; the committee that proportions and distributes funding to all university clubs
- Chair of the Student Subcommittee of the COVID-19 Task Force
- Preside over bi-weekly Congressional meetings where 45 SGA representatives vote on legislation to improve the school
- Provide written updates to the student body through SGA social media channels at each Congressional meeting
- Meet weekly with members of all classes and committees to enhance productivity of the organization
- Meet weekly with Vice President of Student Life to provide SGA updates

Parliamentarian, Campbell University SGA

- Presided over Congressional meetings in the absence of the Student Body Vice President
- Ensured Robert's Rules of Order were strictly adhered
- Member of SGA Rules Committee

May 2019 - May 2020

- Legal Intern, Phillips & Phillips Attorneys at Law*
- File and record documents at the Duplin County Courthouse and Register of Deeds office
 - Attend litigation and court proceedings
 - Prepare exhibits for trial
 - Make copies and organize files to improve efficiency of the firm
 - Pick up mail and make deposits at the bank
 - Read over legal documents to ensure there are no grammatical errors

- First Year Seminar Mentor, Campbell University School of Business*
- Acted as the liaison between the students, Dean, Student Success Coordinator, and teaching assistant for BADM-100
 - Mentored freshmen in making social, business, and personal connections in an attempt to instill networking skills
 - Assisted freshmen in successful transition to college
 - Facilitated students' semester-long project of developing and marketing a food truck

- First Year Seminar Teaching Assistant, Campbell University Business School*
- Work in conjunction with the Dean and Student Success Coordinator to plan material for BADM-100 (Business School's freshman seminar)
 - Provide leadership training for 15 mentors during weekly meetings
 - Collaborate with local organizations to organize service projects for mentors
 - Grade papers and presentations
 - Manage grades and meet individually with students who are at risk of not performing well in the course

COMMUNITY INVOLVEMENT AND SERVICE

Orientation Leader, Campbell University Office of First Year Experience

- Fostered a sense of belonging in new students
- Toured incoming students and families around campus
- Completed a five-day leadership training course where we learned about each department on campus
- Served on multiple student panels where I answered questions about student involvement and campus life

- Volunteer Firefighter, Warsaw Fire Department, Inc*
- Attend weekly meetings and respond to calls for service
 - Received over 1,200 hours of training and am only two classes away from obtaining my North Carolina State Firefighter Certification

000288

- Executive Treasurer, Campbell University SGA*
- Created and maintained the \$110,000 annual SGA budget
 - Charred SGA Finance Committee
 - Member of Campbell University Inter-Organizational Counsel
 - Submitted purchase orders on behalf of all SGA members
 - Managed finances for Campbell's first annual Dance Marathon
 - Met weekly with the Dean of Student Life

- Freshman Class Vice President, Campbell University SGA*
- Presented legislation to enhance the school
 - Called regular class meetings
 - Charred the Advancement Committee; the committee that manages the social media and marketing of SGA

- Homecoming and Spring Fling Committee Member, Campus Activities Board (CAB)*
- Attend bi-weekly meetings to plan Campbell's Homecoming and Spring Fling
 - Attend CAB general meetings
 - Participate in the execution of Spring Fling and Homecoming to ensure that events run smoothly

- Off-Campus Committee Member, Campus Activities Board (CAB)*
- Attended bi-weekly meetings to plan weekend trips for Campbell students
 - Organized trip details and manage sign-ups
 - Worked in conjunction with the committee chair to plan a great off-campus experience for students

WORK EXPERIENCE

Real Estate Asset Management Intern, Wells Fargo

- Conducted an internal audit of trust acceptance documents and reconciled errors in Wells Fargo's national file-sharing database
- Reviewed and summarized 43 trust documents of new accounts for annual Reg-9 inspection forms
- Searched the closed account database to find beneficiaries of income that was awaiting distribution
- Navigated through several county tax collector websites to verify that tax bills had been paid and reflected findings on the internal payment website
- Assisted in the processing of monthly residential and commercial property management statements
- Listed claims and collaborated with the Wells Fargo legal team on behalf of the COVID-19 Hardship Committee
- Collaborated with Asset Managers, IFS Associates, and upper management while creating a master spreadsheet of all 1,100 trust properties on the west coast
- Successfully overcame the San Francisco time zone barrier while working remotely
- Developed a stronger understanding of real estate held in trust and the importance of accurate detail in documents for trust accounts

- Admissions Ambassador, Campbell University Office of Admissions*
- Assist team members with daily tasks including answering phones, filing paperwork, making acceptance packages, and organizing the office
 - Facilitate campus tours for prospective students and their families in both one-on-one and group settings
 - Participate on student panels and administer group tours for Accepted Students' Day
 - Assist faculty with logistics of the annual Campbell Scholarship Day



Good afternoon Mr. Davis,

Here's hoping this email finds you well. Below is my application for the JSCC Board of Trustees appointee vacancy

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date: 3/17/21
Name: Francisco Rivas-Diaz
Address: 214 W Clement Street
City: Wallace
State: NC
Zip Code: 28466
Telephone: 910-284- 1468
Email: franciscord81@gmail.com

Interested in being appointed to.
James Sprunt Community College Board of Trustees

Qualifications:
Associates Degree in information Systems from JSCC
Bachelor's degree and Master's Degree in Business Administration from the University of Mount Olive
15 years of experience between Duplin DSS and Duplin County Schools

- Experience as board member in the:
- Wallace Town Council
 - NC Governor's Advisory Committee for Hispanic/Latino Affairs
 - Vidant Duplin Hospital Directors Council
 - Duplin County Community Foundation
 - NC State Employees Credit Union Advisory Board
 - United States Selective Service Board for Duplin County

If you have any questions please let me know.

Thank you,



Duplin County Advisory Board Application

The Duplin Board of County Commissioners appreciates the interest of all citizens willing to serve their Community through participation on County advisory boards.

To submit a hard copy of this application form, call the Clerk of the Board at 910-296-2100 or email to dbrcinson@duplincountync.com. Applications are subject to the N C Public Records Law (NCGS 132-1) and may be released upon request. There is an annual attendance requirement for persons serving of 75% from the time one's term begins until the end of that calendar year and each subsequent calendar year. Persons serving must be a resident of Duplin County. Person's nominated and/or appointed will receive an e-mail confirmation. Applications remain active for one year.

Name of Advisory Board of Interest (One board per application)
James Sprunt Community College Board of Trustees

(Legal Name & Address - Please do not use a P.O. Box or Business Address)

Sonya B Smith 2444 N NC Hwy 111 Pink Hill NC 28572

First Name
Sonya

Last Name
Smith

Residential Address
2444 N NC Hwy 111

City
Pink Hill

Zip
28572

Home Phone
252-568-4780

Work Phone

252-560-1551

Email Address

bizz_smith12@live.com

Occupation

Farmer

Place of Employment

Self-Employed

Race (for diversity purposes only)

White

Gender

Female

Age

61

Hours per month available for position

15 Hours

County Advisory Board currently serving on

None

Expiration Date (if you are currently serving on a board)

N/A

Education

East Duplin High School Graduate, Bachelor's in School & Community Health Education ECU, Master of Arts D

How did you learn of the vacancy?

Radio ☐

TV ☐

Newspaper ☐

Other ☒

Business and civic experience

Member of Duplin County Quality of Life, served on the BF Grady & East Duplin High School Advisory Board, Duplin County Hall of Fame Board and a member and elder of Smith Presbyterian Church

Area of expertise and interests/skills

Employee of James Sprunt Community College for 13 years Held positions in the HRD/JTPA department teaching basic skills and GED preparation Worked as an education admissions counselor at the Duplin County Correctional Center and taught GED preparation Also worked on campus as an admissions and job placement counselor

I am a current vendor with Duplin County

Yes ☐

No ☒

County Commission District (Choose One)

1 ☐

2 ☒

3 ☐

4 ☐

5 ☐

I, hereby, authorize Duplin County to verify all information included in this application. I certify that the information contained in this application is true and correct according to the best of my knowledge and belief. I understand that this application is subject to the N.C. Public Records Law (NCGS 132-1) and may be released upon request.

Signature:

Aanya Smith

000230

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date March 18, 2021

Name Melissa Blizzard Stevens

Address 168 Red Berry Drive

City Wallace

State NC

Zip Code 28466

Telephone (910) 296-1250

Email legalteam@melissablizzardstevens.com

Interested in being appointed to:

James Sprunt Community College Board of Trustees

Qualifications:

Please see the attached Resume

MELISSA BLIZZARD STEVENS

ATTORNEY AT LAW

EDUCATION

East Carolina University
Bachelor of Arts in Psychology, Minor in Business Administration
Graduated *Magna Cum Laude*, 1991

Campbell University
Norman Adrian Wiggins Law School
Juris Doctor, 1994
Order of Old Kivett, Excellence in Advocacy Award
National Trial Team, 1993-1994

GENERAL LEGAL EXPERIENCE

1994-Present: I have been a practicing trial attorney for my entire legal career. My areas of practice have included family law, criminal law and real estate. While still maintaining a general practice for our clients, in the last 15 years I have concentrated my private law practice in the area of family law. Family law encompasses Child Custody, Child Support, Equitable Distribution, Alimony and PostSeparation Support.

CHILD SUPPORT EXPERIENCE

1996-2005: I represented the Duplin County Department of Social Services relative to the agency's child support cases and child protective services cases. I remained in this role for a period of 8 years until my, then, law partner left his role as the Duplin County attorney.

2002-Present: I represent the Onslow County Child Support Services, formerly the Onslow County Child Support Agency, prosecuting thousands of child support cases in court, to include, establishments, interventions, modifications and enforcement actions. I work hand-in-hand with the staff and management at the agency in support of the county's efforts to provide an efficient and effective service to the county's residents.

EMPLOYMENT

1994-1996: Lawyer
LANIER & FOUNTAIN (Lanier, Fountain, Ceruzzi & Sabbah)
I worked in the satellite office of this firm that was located in Kenansville, North Carolina, handling criminal matters, family matters, personal injury matters and juvenile issues.

1996-1996: Assistant District Attorney
DISTRICT ATTORNEY'S OFFICE, 4TH PROSECUTORIAL DISTRICT
I worked as an assistant DA for six months prosecuting criminal matters in Duplin and Sampson Counties.

1996-2000: Lawyer and Associate
TIMOTHY W. SMITH, P.A.
I assisted with the legal needs of the County of Duplin to include prosecuting the county's child support cases, child protective services, real estate closings relative to the county's installation of county water lines and property acquisitions. I also engaged in the private practice of law representing family law clients, criminal clients, and performed real estate closings.

2000-2019: Partner
SMITH & BLIZZARD, P.A.
The firm continued to represent Duplin County until 2003, our firm began representing Onslow County Child Support Enforcement Agency, now Onslow Child Support Services in 2002, while maintaining a private practice engaged in family law matters, criminal matters, personal injury matters and other areas of general practice.

June, 2019-Present: Owner and Lawyer
MELISSA BLIZZARD STEVENS, P.A.
I am the owner and sole practitioner at the firm. I continue to represent Onslow County Child Support Services, along with managing a private practice which includes family law matters, criminal matters and commercial and residential real estate closings.

MISCELLANEOUS

Past board member of the Juvenile Crime Prevention Committee in Duplin County
Past board member and chair of the Presbyterian Early Enrichment Program (PEEP) at the Beulaville Presbyterian Church
Current board member of the Duplin County Hall of Fame
Current board member of the Warsaw Presbyterian Church Session

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON
COMMERCIAL BUILDING AGREEMENT

This AGREEMENT, entered into this _____ day of March 2021, between Summerlin Builders, Inc., in Smithfield, Johnston County, North Carolina, (hereinafter referred to as "Summerlin Builders") and Duplin County (hereinafter referred to as "Owner or Representative").

WHEREAS, the parties desire by this writing to set forth the terms and conditions for the construction of certain improvements as specified and defined herein, and being described as: replace 113 windows as described in attached specifications entitled "Attachment A" at The Social Services Building located at 423 North Main Street, Kenansville, NC 28349

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

- 1 The Owner [X] does [] does not hold the real property upon which improvements are to be made. If the Owner does, Owner represents to Summerlin Builders that Owner holds the property as a marketable fee simple title, free of all encumbrances except easements and restrictions of record, and Owner agrees that prior to completion of said improvements and payment of the contract price, Owner shall not encumber, suffer the encumbrance, convey or occupy the premises or any part thereof except with the written consent of Summerlin Builders
- 2 This contract [] is [X] is not conditioned upon Owner obtaining a construction to permanent loan prior to commencement of construction with provision of payments to be made to Summerlin Builders. The construction loan draws, if construction loan is by owner, shall be made directly to the Owner and Summerlin Builders by the construction lender. Interest on this loan shall be paid by the Owner when due
- 3 Improvements shall be constructed in accordance with the plans and specifications which the Owner and Summerlin Builders have approved and signed (Appendix "A")

000232



4. Summerlin Builders agrees to purchase all building materials for use in the construction, enter into any and all agreements with sub-contractors which may be reasonably required for said improvements, and supervise the construction of the same.

5. Owner may enter and inspect the building in such manner as not to interfere with the progress of construction for the purpose of determining whether the work performed conforms to the Plans and Specifications and the terms of this contract. In the event that during construction the Owner shall reasonably determine that such construction is not proceeding in accordance with this contract, Owner shall give written notice to Summerlin Builders specifying the particular deviation, deficiency, or omission.

6. The parties agree that the original Plans and Specifications will not be changed unless both Owner and Summerlin Builders agree, in writing, to these changes before Summerlin Builders begins work on these changes. For all changes, Owner agrees to pay Summerlin Builders the cost of performing the Change Order at a cost determined by Summerlin Builders. Change Orders payments are **due upon completion** of the Change Order work and may be due prior to beginning work, at the discretion of Summerlin Builders, if the Change Order requires special ordered products or materials.

In the event the materials or equipment as specified in the original Plans and Specifications, cannot be furnished as specified, similar substitute materials or equipment capable of equal performance may be used by Summerlin Builders. Should the cost of the substitute materials or equipment be more than the original items provided in the Plans and Specifications, the purchase price will be adjusted accordingly, provided the Owner has approved the cost increase by appropriate change order. In addition, any extraordinary and unforeseen expenses which arise out of Summerlin Builders' fulfillment of this contract, shall become part of the contract sum and, therefore, the responsibility of the Owner, provided the Owner has approved the expenses by appropriate change order.

7. Owner will pay Summerlin Builders in current funds for Summerlin Builders' performance of the



contract, the contract sum of \$198,000.00, (One hundred ninety-eight thousand dollars) subject to additions, and deletions as provided in this contract, which funds shall be paid by Owner to Summerlin Builders as follows.

- \$75,000.00 upon delivery of all windows
- \$50,000 after 50% completion
- \$50,000 after 100% completion
- \$23,000 following punch-out and final inspection

Payment shall be made to Summerlin Builders within 15 working days of date of invoice.

8. Summerlin Builders shall achieve Substantial Completion of the entire Work no later than November 15, 2021, or within such further time as may be extended by mutual agreement of the parties. Summerlin Builders will not, however, be liable for any costs associated with reasonable delays due to inclement weather, unavailability of materials or labor; issuance of certificates, permits, or licenses, inspections; acts of war, civil commotions, emergency proclamation, or governmental regulations; changes ordered by Owner; or for any reason beyond Summerlin Builders' control, and under any of these circumstances, Summerlin Builders will be entitled to a reasonable extension of time in which to complete the work.

9. Within three days of completion of construction, Owner will perform a final inspection of the work and will complete the Punch list. Owner reserves the right to retain from the final payment a sum equal to the estimated cost of completing the work identified on the Punch list. Summerlin Builders agrees to perform the work identified on the Punch list as expeditiously as possible.

10. Summerlin Builders agrees to construct the improvements in a good, complete and workmanlike manner. Summerlin Builders will remedy any defects due to faulty materials or workmanship, so far as these items are warranted, which appear within two years from the certificate of occupancy or completion of the project. Owner shall give Summerlin Builders notice, in writing, of any observed defects with

reasonable promptness after discovery of these defects. Imperfections in non-structural components of the building resulting from normal settling, drying of materials and items such as nail pops, concrete cracks, and drywall cracks shall not be considered "defects." All workmanship shall conform to the guidelines found in the publication **"Residential Construction Performance Guidelines For Professional Builders and Remodelers, Fourth Edition"**, National Association of Home Builders, 2000 If an item is not covered in that publication, standard industry practice shall govern.

Summerlin Builders agrees to transfer to Owner all warranties given to Summerlin Builders by any contractor, subcontractor, supplier, or third party for any portion of the Work. Owner is responsible for compliance with any notice and claim procedures set forth within the same. Summerlin Builders will not be responsible for defects arising out of acts on behalf of the Owner which void product or manufacturer warranty Summerlin Builders does not adopt, nor is bound by any such warranties.

Should Summerlin Builders repair or attempt to repair any defect at the project subsequent to the expiration of the warranty period, such conduct will not extend the limited warranty beyond the original two-year term and shall not be evidence of a warranty, either express or implied, in addition to the warranties established herein, and such conduct shall be deemed a gratuitous act by Summerlin Builders Except as provided in this section, Summerlin Builders makes no warranties, expressed or implied

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

As an independent contractor, Summerlin Builders shall perform the Services required hereunder in a

professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

12. To the fullest extent permitted by laws and regulations, Summerlin Builders shall indemnify and hold harmless Owner and its officials, agents, and employees from and against all claims, injuries, damages, losses, and expenses, whether direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to legal action), arising out of or resulting from Summerlin Builders' performance of this Contract or the actions its officials, employees, or contractors under this Contract or under contracts entered into by the in connection with this Contract. This indemnification agreement shall survive the termination of this Contract, and shall be deemed to include any claims, injuries, damages, losses, and expenses arising out of or related in any way to Summerlin Builders' use of the lift(s) and dumpster, as referenced in Appendix A

In addition, Summerlin Builders shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act Additionally, Summerlin Builders shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect Summerlin Builders from claims set forth below which may arise out of or result from the operations under the Contract and for which Summerlin Builders may be legally liable, whether such operations be by Summerlin Builders or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

	Insurance Description	Minimum Required Coverage
a.	Workers' Compensation	Statutory
b	Public Liability	Combined Single Limit
	Bodily Injury and Property Damage	\$1,000,000.00 Each Occurrence
c.	Automobile Liability	\$100K,\$300K,\$100K



d	Bodily Injury and Property Damage	\$1,000,000.00 Each Accident
	Professional Liability	\$1,000,000.00 Each Occurrence

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

13. All personnel provided or made available by Summerlin Builders to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

14 Summerlin Builders shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not



corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

16 Summerlin Builders represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

17 Summerlin Builders certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County. Summerlin Builders covenants and agrees to remain current on any taxes, fees, or other debt owed to Duplin County during the Term of this Contract.

18. Owner shall not be liable to Summerlin Builders for any expenses paid or incurred, unless otherwise agreed in writing.

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

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

21 This Contract, including the specifications, contains the entire understanding between Owner and Summerlin Builders as to the subject matter herein.

22 All negotiations, proposals and agreements prior to the date of this Contract are merged in and superseded by this Contract, there being no agreements or understandings other than those written or specified in this Contract. Should any conflict between the terms and conditions of any documents specifically referred to herein and those terms and conditions contained in this Contract, this Contract shall govern

23. This Contract will be governed by the laws of the State of North Carolina and any related legal proceedings shall be filed in Duplin County, North Carolina. The parties agree to mediate any dispute under this agreement.

24 This Contract is binding on Owner and Summerlin Builders, as well as their assigns, successors, representatives, heirs or administrators

25. By execution hereof, the person signing for Summerlin Builders below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of Summerlin Builders and Duplin County certifies they have read and understand this contract and they are duly authorized to execute the same

26. This Agreement may be executed in multiple originals and separate counterparts each of which shall constitute an original and all of which taken together shall constitute the whole Agreement Scanned, emailed, "PDF" and facsimile transmissions shall be treated as original signature for the purpose of this agreement.

[SIGNATURE PAGE BELOW]

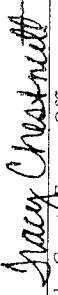
IN TESTIMONY WHEREOF the Parties have set their hands on multiple originals of the Agreement on the dates indicated below.

SUMMERLIN BUILDERS GENERAL CONTRACTORS, INC

By: Randy E. Summerlin, President Date: _____

Duplin County
By:  Date: 4/5/21
Dexter B. Edwards, Chairman of Board of Commissioners

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


Duplin County Finance Officer



“APPENDIX A”

March 23, 2021

Specifications for a window replacement project at the Duplin County Social Services Building located at 423 North Main Street, Kenansville, NC 28349.

1. Remove 113 existing windows on the above referenced building and replace with aluminum storefront windows.
2. The new windows shall be YES45TU, 2” x 4 1/2” thermal aluminum storefront systems with dark bronze anodized finish by YKK AP America.
3. The glass shall be manufacturer’s standard 1” bronze over Low E. (If a higher performance glass is required, we will need to adjust our quote for the additional costs.)
4. No windows will be approved for egress.
5. Minimal caulking and painting of any trim disturbed during replacement may be necessary. It is understood that any necessary trim replacement will be done with available material, no special order or milling will be done unless at Owner’s expense
6. While there does not appear to be either lead paint or asbestos by visual inspection, if lead paint or asbestos were to become an issue at all, Summerlin Builders, Inc. will not be responsible for testing or removal of either. All work will be stopped until the issue is resolved at Owner’s expense; in such case, Owner reserves the right to terminate the Agreement without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service

Duplin County to provide the following

1. A rental lift for installation
2. Fuel for the rental lift
3. An on-site dumpster for debris
4. Removal and reinstall of satellite on window at hospital side of building by county IT department.
5. Relocate and be responsible for all personnel as required for contractor to perform work safely

IT IS EXPRESSLY RECOGNIZED AND AGREED BY THE PARTIES THAT OWNER SHALL HAVE NO LIABILITY FOR ANY CLAIMS, INJURIES, DAMAGES, LOSSES OR EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO SUMMERLIN BUILDERS’ USE OF OWNER’S PROPERTY OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE REAL PROPERTY AND BUILDING AT 423 N. MAIN STREET IN KENANSVILLE, NC ALONG WITH ANY EQUIPMENT OR PERSONAL PROPERTY BEING PROVIDED FOR SUMMERLIN BUILDERS’ USE PURSUANT TO THIS AGREEMENT. IN THE CASE OF ANY SUCH POTENTIAL LIABILITY FOR OWNER, THE INDEMNIFICATION AND HOLD HARMLESS PROVISIONS FOUND IN PARAGRAH NO. 12 OF THE AGREEMENT SHALL APPLY.



SUMMERLIN BUILDERS GENERAL CONTRACTORS, INC

By’ _____ Date.

OWNER/REPRESENTATIVE

By  _____ Date.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 11, 2021

Division 3, District 2
Duplin/Sampson County

Dear Mr. Brinson,

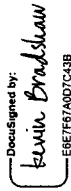
This office has completed the investigation of SR-1734 (Midway Ct.) in Duplin County. We received a request that a portion of this road be abandoned from the State System for maintenance.

A field survey has been completed which indicates that the property owners have signed the petition.

We are preparing to abandon this section of road, but I need a resolution from the County Commissioners to move forward with this process. I have enclosed a copy of the map from the Duplin County Mapping Department with deeds for your reference and a copy of the abandonment petition.

If you have any questions or concerns, please call me at (910) 682-5100 or email at ckbradshaw@ncdot.gov.

Sincerely,

Designated by:

EBE7F67A0D7C43B

Kevin Bradshaw
Assistant District Engineer

Mailing Address
NC DEPARTMENT OF TRANSPORTATION
DISTRICT ENGINEER'S OFFICE
220 NORTH BOULEVARD
CLINTON, NC 28328

Telephone 910-682-5100
Fax 910-592-8209
Customer Service 1-877-368-4968
Website ncdot.gov

Location
220 NORTH BOULEVARD
CLINTON, NC 28328

CL

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Duplin

Petition request for the abandonment of Secondary Road 1734 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1734

in Duplin County do hereby request the Division of Highways of the Department of Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

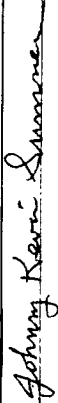
Name

Address

Johnny K. Sumner

626 Sumner Rd. Pink Hill, NC 28572

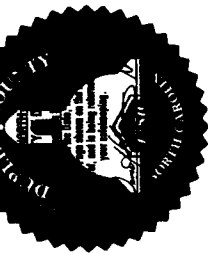
(Sign)



Note: Abandonment is for 0.14 miles, 0.46 miles to be retained by Division of Highways

Form SR-3 (1/2001)

000298



Ernst Roedel
(Deputy) Tax Collector/Tax Asst.

**No N.C. Real Estate
Excise Tax Affixed**

8.e.e
Schwartz

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made and entered into this the 10 day of April, 2010, by and between Wilbur

WITNESSETH

BEGINNING at the iron stake, said iron stake located South 69 Degrees 35 Minutes 04 Seconds West a distance of 660.87 feet and South 69 Degrees 40 Minutes 09 Seconds West a distance of 413.97 feet and South 78 Degrees 54 Minutes 35 Seconds West a distance of 407.69 feet and South 79 Degrees 03 Minutes 33 Seconds West a distance of 741.78 feet and South 05 Degrees 02 Minutes 45 Seconds East a distance of 265.18 feet and South 77 Degrees 06 Minutes 17 Seconds East a distance of 353.79 feet from the nail found in the centerline intersections of N C SR 1734 and N C Highway 241, thence South 77 Degrees 06 Minutes 17 Seconds West a distance of 530.49 feet to an iron stake; thence North 83 Degrees 50 Minutes 38 Seconds East a distance of 542.52 feet to an iron stake; thence North 02 Degrees 28 Minutes 28 Seconds West a distance of 64.73 feet, which is the point of beginning. Said described tract containing 0.4 ACRES, MORE OR LESS and being all of that lot as shown as tract 6A on map recorded in map book 366, page 366, which is hereby referenced for a more complete and accurate description. All courses are correct in their angular relationship to map book 366, page 366.

THE ATTORNEY PREPARING THIS INSTRUMENT HAS MADE NO RECORD

Witness my hand and official stamp or seal, this the 12 day of April, 2010.

My Commission Expires: 4-8-2013

Notary Public



IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

County of Duplin
Office of the County Commissioners



RESOLUTION IN SUPPORT OF THE ABANDONMENT OF A SECTION
OF STATE ROAD 1734 (MIDWAY COURT)

State of North Carolina
County of Duplin

WHEREAS, the North Carolina Department of Transportation Division of Highways has received a request that a portion of State Road 1734 (Midway Court) be abandoned from the State System for maintenance; and

WHEREAS, the North Carolina Department of Transportation Division of Highways has completed a field survey which indicates that the only property owner on the portion of State Road 1734 (Midway Court) requested to be abandoned, Johnny Kevin Sumner, has signed an abandonment petition requesting and approving of the abandonment; and

WHEREAS, the abandonment is for 0.14 miles, and 0.46 miles of State Road 1734 (Midway Court) will be retained by the North Carolina Department of Transportation Division of Highways; and

WHEREAS, the North Carolina Department of Transportation Division of Highways requires a resolution to be adopted by the Board of County Commissioners in order to proceed with the abandonment process

NOW, THEREFORE, LET IT BE RESOLVED, that the Duplin Board of County Commissioners, does hereby resolve to support the abandonment of a 0.14 mile section of State Road 1734 (Midway Court)



Adopted this the 5th day of April, 2021

Attest
Davis H. Brinson
Davis H. Brinson
Clerk to the Board of Commissioners

Dexter B. Edwards
Dexter B. Edwards, Chairman
Duplin County Board of Commissioners



Eastern Carolina Council
233 Middle Street, Ste. 300
PO Box 1717
New Bern, NC 28560
Phone: 252-638-3185
Fax: 252-638-3187
www.eccog.org

March 22, 2021

Attn: Davis Brinson
PO Box 910
Kenansville, NC 28349

Dear Mr. Brinson,

Enclosed are the 2020 Annual Reports for Duplin County's *Community Advisory Committees*. Please share the reports with the Board of Commissioners. If you have any questions, I can be reached at 252-638-3185.

Sincerely,

Cory F. Smith

Colby F. Smith
Regional Long-Term Care Ombudsman
Eastern Carolina Council-Area Agency on Aging

cc: Director, Duplin County Department of Social Services
Victor Orija, State Long-Term Care Ombudsman

000301

ANNUAL REPORT
FOR
ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES

ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES
FOR
ANNUAL REPORT

COUNTY Duplin REPORTING YEAR 2020

COMMITTEE Adult Care & Family Care Homes CHAIRPERSON Janet B. Jones

1. *Were all the homes in the county served by the committee?* No
If not, why? All committee activity, including visitation, was stopped in March 2020 due to the COVID-19 public health emergency. Committee activity remains on-hold at this time per the direction of the Office of the State Long-Term Care Ombudsman.

2. *Describe educational efforts by the committee* All committee activity, including educational efforts, was stopped in March 2020 due to the COVID-19 public health emergency. Committee activity remains on-hold at this time.

3. *Describe community involvement by the committee.*
Not applicable; see above.

4. *Describe problems encountered by the committee.*
Not applicable; see above.

5. *Was the committee involved in grievance resolution during the year?*
Not applicable; see above.

6. *Summarize the strengths and weaknesses of the facilities in the county.*
Unable to provide due to restricted activities/visits for the last year.

7. *Other comments:*
None

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Colby Smith, Regional Ombudsman Date prepared: March 22, 2021

COUNTY Duplin REPORTING YEAR 2020

COMMITTEE Nursing Home CHAIRPERSON None

1. *Were all the homes in the county served by the committee?* No
If not, why? All committee activity, including visitation, was stopped in March 2020 due to the COVID-19 public health emergency. Committee activity remains on-hold at this time per the direction of the Office of the State Long-Term Care Ombudsman.

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Not applicable; see above.

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Not applicable; see above.

5. *Was the committee involved in grievance resolution during the year?*
Not applicable; see above.

6. *Summarize the strengths and weaknesses of the facilities in the county.*
Unable to provide due to restricted activities/visits for the last year.

7. *Other comments:*
None

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Colby Smith, Regional Ombudsman Date prepared: March 22, 2021

000302

DUPLIN COUNTY COMMUNICATIONS	2021	2021	2020	2020	2020	2020
	Februrary	January	December	November	October	September
TOTAL # OF ADDRESSING RECORDS	48,362	48,346	48,317	48,237	48,236	48,232
TOTAL # OF ROADS, LANES & STREETS	2071	2071	2070	2069	2067	2067
TOTAL # TELEPHONE CO RECORD CHANGES	331	356	373	734	370	420
KEYING ACTIVITY REPORT	197	207	273	260	254	282
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	16	39	17	40	16	20
NEW ADDRESS ASSIGNED	18	34	83	33	20	33
RESIDENTIAL	15	24	73	26	17	25
BUSINESS	1	2	1	3	0	1
FARMS	0	2	1	1	0	0
OTHER	2	6	8	3	3	7
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	8	2	3	17	5	3
ADDRESS CHANGED	0	6	0	3	0	0
ROAD SIGNS INSTALLED OR REPAIRED	133	90	122	129	163	191
ROAD SIGNS MADE IN HOUSE	33	34	56	47	46	59
POST TAKEN FROM INVENTORY	11	4	8	30	3	11
AT NUMBERS (INTERSECTIONS)	61	41	61	63	76	73
MAPS MADE IN HOUSE	1	3	12	3	2	13
CENTERLINE WORK	6	17	9	6	59	141
ADDRESS POINTS	84	79	195	34	26	10
NUMBER OF 911 CALLS	6158	6960	7238	7112	7804	7069
Submitted by Melissa B Kennedy, March 1, 2021						

DUPLIN COUNTY ANIMAL SERVICES

Feb-21

CANINE ADOPTION FEE	\$ 290.00
CANINE PULL FEE	\$ 1,975.00
FELINE ADOPTION FEE	\$ -
FELINE PULL FEE	\$ 720.00
LONNIE'S ANGELS 72-22065	\$ -
FIRST OFFENSE CITATIONS 76-24402	\$ -
SECOND OFFENSE CITATION 76-24402	\$ -
THIRD OFFENSE CITATION 76-24402	\$ -
HORSE/GOAT FEE	\$ -
CANINE VOUCHER 72-22061	\$ 1,000.00
FELINE VOUCHER 72-22061	\$ -
RABVAC	\$ 40.00
BITE INVESTIGATION	\$ 250.00
BOARDING FEE	\$ 315.00
BUILDING FUND 4381-34345	\$ 2,083.00
DANGEROUS ANNUAL	\$ -
GENERAL DONATION	\$ -
JUDGEMENT'S 4380-34347	\$ 50.00
MISC 10-3438-410	\$ 160.00
POTENTIALLY DANGEROUS ANNUAL	\$ -
OWNER SURRENDER EUTHANASIA	\$ 100.00
OWNER SURRENDER TRANSPORT	\$ 80.00
SURRENDER FEE 10-3438-410	\$ 110.00
RECLAIM FEE	\$ 50.00
RECLAIM LIVESTOCK FEE	\$ 50.00
VET FEES	\$ -
TOTAL AMOUNT	\$ 7,273.00

SIGNATURE *B Kennedy*
SIGNATURE *3/13/21*

Economic Development Commission Monthly Update

Month: February 2021

New Industry Inquiry	Project WRJ - metal working company – 33 new jobs with over 2 million dollar investment Project Fitting – polyethylene pipe company – 100 new jobs over 10 Million dollar investment Project WRJ – metal working company Project Duplin 390 - investor up-fit existing building in County to attract new business and industry
New Industry Initial Visit	Project Wilbur – renewable natural gas company – 45 jobs Project Align – renewable natural gas company Project Ginny – frozen meal distributor - 10 jobs
New Industry Follow up visit	• Carbon Cycle Energy • Duplin County Schools • Town of Wallace • James Sprunt Community College
Existing Industry Contact	
Existing Industry Visit	
Grant Applied for	
Grants Awarded	Duke Energy Business Enhancement Fund - \$1,000 annually One NC Grant – Project Ginny Building Reuse – Project Ginny
Activities	- Local Developers Advisory Group meeting (LDAG) - Joe Melvin visit with the NC SouthEast - Homegrown Leaders – NC Rural Centers - Economic Development Board meeting - North Carolina Forest Service Meeting in Raleigh - Mello Graphics to put county logo on office doors and county vehicles - COVID 19 Call Center - National Association of Counties – High Performance Leadership • Course – start Jan 11, 2021 / graduation April 16, 2021 • Weekly breakout groups – Thursdays at 9am - Coronavirus (COVID-19) Webinars - Customized Training Meeting – Lynn Creech and Amy Epley - Parrish and Partners – Master Plan Development - Southeastern Economic Development Commission (SEDC) - Duplin County Schools video for Career - Appropriation request meeting with Senator Jackson - Duplin County Revolving Loan Committee – C2E loan request

Maintenance Type	Solid Waste Disposal			Water Depart	
	PART COST	LABOR COST	Total Cost	PARTS COST	
Brakes & Rotors	905.44	145.04	1050.04	522.64	96.69
Def Refuel	364		364	343.2	
Diesel Truck Service	1060.55	290.07	1350.62	1060.55	290.07
Diesel Equipment Service					
Garage Road Call	148.51	273.96	422.47	18.66	96.69
General Repair	6662.44	2610.71	9273.15	4239.38	2030.55
Oil Change/Service	1474.49	886.38	2360.87	587.32	241.73
Outside Repairs	17823.93	257.84	18081.77	10671.65	225.61
Alignment Only	1189.21		1189.21		
Parts Only	403.37		403.37	403.37	
State Inspection	11.05	96.72	107.77	2.55	48.36
Tire Change	12704.79	644.69	13349.48	7091.82	467.39
Tire Repair					
Wrecker Call	210		210		
Strip Vehicle		32.23	32.23		32.23
Total	42957.78	5237.64	48194.98	24941.14	3529.32

Item	Transportation			GARAGE		HEALTH		PARKS & REC		FIRE		
	LABOR COST	Total Cost	PARTS COST	LABOR COST	Total Cost	PARTS COST	Total Cost	PARTS COST	Total Cost	PART COST		
CITY OF CHICAGO	48.35	119.04										
				177.27	177.27							
			439.75	580.16	1019.91		240.42	240.42	17.54	17.54		
	64.46	121.85	236.38	531.84	768.22					19.49		
			1214.93	32.23	1247.16							
	16.12	16.97	1.7	32.24	33.94	0.85	0.85		0.85	0.85		
	32.23	457.91	2468.18	145.07	2613.25							
			85		85							
	161.16	715.77	4445.94	1498.81	5944.75	0.85	0.85	240.42	241.27	18.39	18.39	20.34

Total Cost	EMS		Maintenance		ANIMAL CONTROL		Sheriff		Airport		
	PART COST	Total Cost	PART COST	Total Cost	PART COST	Total Cost	PART COST	Total Cost	PART COST	LABOR COST	Total Cost
19.49			63.66	63.66	53.16	53.16	195.29	195.29			
	20.8	20.8									
							129.85	129.85			
	440.5	440.5	17.02	17.02			1146.16	1146.16			
	99.95	99.95			19.63	19.63	322.86	322.86			
					48.22	48.22	5889.13	5889.13			
	915.96	915.96					273.25	273.25			
	0.85						0.85	0.85			
		278.84	278.84			266.62	266.62	2019.83	2019.83		
20.34											
	125	125									
20.34	1881.05	1881.05	80.68	80.68	387.63	387.63	9977.22	9977.22	0	0	0

Library Director's Report

Our library branches are now open to patron traffic inside. We still offer curbside services if patrons prefer it. Masks are still required for entry into our libraries. We have not had to limit the number of patrons in the building at one time.

Many patrons are returning for access to public computers, printing, faxing and copying services. We are eager to see patrons return to our libraries!

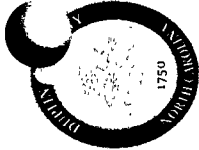
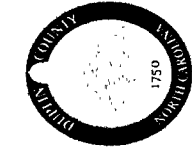
Cara Rothstein, Youth Services Coordinator, has engaged special activities for our Summer Reading Program (SRP). The theme is Tales and Tails – the activities include a Dog Stunt Show, The NC Aquarium, Reptiles and Exotic Animals, and a Petting Zoo. The end of the Summer Reading Program will be held at Cabin Lake Park and will feature the release of 18,000 ladybugs and a visit from the Ladybug Girl character. Story time readings will be held Tuesday, Wednesday and Thursday mornings at the Beulaville, Kenansville and Rose Hill branches. SRP runs from June 18 to August 13. The library will collaborate with the Event Center to host a family movie night with Dr. Doolittle.

All library branches are being inventoried. The Kenansville and Faison branches are complete. Inventorying the collection allows for us to provide more accurate patron services and to determine other aspects of collection management.

The Library Director took books to the county jail at the request of the staff. Books that had been weeded from the collection were delivered for the inmates to keep. This service will continue as needed.

The Library Director has worked to fill the three vacant positions on the Library Advisory Board. Those candidates have been submitted to the BOCC for approval.

INSPECTIONS		SOIL & WTER					
PART COST	Total Cost	PART COST	Total Cost	Parts Cost	Total Cost	Parts Cost	Total Cost
35.87	35.87	55.97	55.97				
0.85	0.85	153.82	153.82				
36.72	36.72	209.79	209.79	0	0	0	0



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970; 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com

MONTHLY REPORT FOR FEBRUARY 2021

Recording Fees	\$12,843.00
Excise Stamps	\$13,509.60
Marriage License	\$1,380.00
Marriage Certificates	\$510.00
Birth Certificates	\$1,690.00
Death Certificates	\$3,010.00
UCC	\$581.00
Notary Fees	\$160.00
Copies	\$243.25
Miscellaneous	\$390.50
Gross Monthly Revenues	\$34,317.35
Less Escrow Account Total	\$320.00
Total Deposit for Period	\$33,997.35
Less Escrow Credit	\$5.00
	\$33,992.35
State Treasurer 161-50.2	\$307.11
NC State Treasurer 161.11.5	\$2,114.20
Children's Trust Fund	\$115.00
Domestic Violence Fund	\$690.00
Excise Stamp/Dept of Revenue	\$6,754.80
State OVS Fees/Expedite Fees	\$0.00
\$1.00 Excise Tax Exclusion	\$0.00
State Vital Record Searches	\$294.00
State Vital Record Searches (add fees)	\$5.00
Birth Amendment Searches	\$30.00
Birth Amendment Expedited Searches	\$0.00
Birth Legitimation Searches	\$0.00
Birth Legitimation Expedited Searches	\$0.00
Subtotal	\$10,310.11
Net Monthly Revenues	\$23,682.24

Submitted this 2nd day of March 2021


Register of Deeds

Recorder and Custodian of County Records



**DUPLIN COUNTY REGISTER OF DEEDS ACTIVITY
REPORT FOR FEBRUARY, 2021**

VITAL RECORDS DIVISION

	Current Month	Previous Month
<u>BIRTH RECORDS</u>		
BIRTH CERTIFICATES RECORDED	51	47
BIRTH CERTIFICATES ISSUED	166	181
DELAYED BIRTH CERTIFICATES REGISTERED	0	0

DEATH RECORDS

DEATH CERTIFICATES RECORDED	58	65
DEATH CERTIFICATES ISSUED	301	390

MARRIAGE LICENSES & RECORDS

MARRIAGE LICENSES ISSUED	23	20
MARRIAGE CERTIFICATES ISSUED	51	55

MILITARY DISCHARGE RECORDS

MILITARY DISCHARGES RECORDED	2	0
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OTHER VITAL RECORDS SERVICES

VITAL RECORDS AMENDMENTS PROCESSED	2	3
SCHOOL CENSUS RECORDS ISSUED	0	0
NOTARY PUBLIC OATHS ADMINISTERED	16	19
NOTARY PUBLIC AUTHENTICATION	1	0

PROPERTY RECORDS DIVISION

DEEDS RECORDED	165	153
DEEDS RECORDED WITH EXCISE TAX AFFIXED	79	79
DEEDS OF TRUST RECORDED	88	100
MISC. DOCUMENT TYPES RECORDED	98	74
BUSINESS RECORDS RECORDED	7	13
UCC RECORDINGS	14	8
SATISFACTIONS (CANCELLATIONS)	113	112
MAPS/PLATS RECORDED	23	42

000307

Social Services

Program Area	Dec-20	Jan-21	Feb-21
MONTHLY CASE COUNT			
Food and Nutrition Cases	4062	4123	4214
FNS Apps Taken	223	206	215
Individual Served	8717	8877	9047
WorkFirst Cases	71	69	66
WF Apps. Taken	3	1	3
Employment Cases	9	10	11
Child Only Cases	62	59	55
Crisis Heating/Cooling (CIP)	121	105	95
Low Income Energy Assistance (LIEAP)	493	544	214
Family & Childrens Applications	162	145	131
Enrollment Count	13097	13239	13396
Adult Enrollment Count	3582	3753	3762
Medicaid Transportation	916	930	1010
Individuals Transported	294	295	308
Child Support NCP Cases	2658	2622	2620
Program Integrity	19	14	13
Child Day Care	332	320	590
CPS - investigations Initiated	32	38	51
CPS - Investigation Caseload	77	78	78
CPS- Case Management	36	34	38
CPS-Children in Custody	26	24	26
Adult Protective Services	64	62	61

DUPLIN COUNTY CHILD SUPPORT
MONTHLY REPORT
Feb-21

TOTAL CHILD SUPPORT COLLECTED \$ 422,398.01

TOTAL ABSENT PARENT CASES 2637
TOTAL CLIENTS SERVED 1957
TOTAL CHILDREN SERVED 2620

BREAKDOWN OF CASE AS FOLLOWS

ENFORCEMENT 2386
ESTABLISHMENT 94
PATERNITY 44
LOCATION 113

GOOD LOCATES COMPLETED/SYSTEM AND MANUAL

ORDERS ESTABLISHED/MODIFIED

BY VOLUNTARY SUPPORT AGREEMENT/CIVIL 18
MODIFICATIONS 26
REVIEWS/NO MOD NEEDED 1

TOTAL 45

PATERNITY ESTABLISHED

GENETIC TEST COMPLETED (LAB CORP) 5
GENETIC TEST COMPLETED (Maria/Monica) 0

ENFORCEMENT ACTIONS (OTHER) 363
WAGE WITHHOLDING ESTABLISHED 91

INTERSTATE ACTIVITY

INITIAL UIFSA ACTION MAILED 1
ORDERS SENT FOR REGISTRATION 0
GENERAL STATUS REQUEST MAILED/ELECTRONIC 302
ENFORCEMENT STATUS REQUEST MAILED 47
REQUEST FOR REVIEWS TO OTHER STATE 0
CHANGE OF PAYEE//REDIRECTION 0
ORDERS REGISTERED 5
ORDERS ESTABLISHED 0

TOTAL CLIENT SEEN IN IV-D 11

TOTAL VISITORS IN IV-D 3

SHOW CAUSES AND ORDERS FOR ARREST ISSUED IN COUNTY 53

000308

12

SHOW CAUSES AND ORDERS FOR ARREST SERVED IN COUNTY

SHOW CAUSES SENT BY REGULAR MAIL IN COUNTY

SHOW CAUSE AND ORDERS FOR ARREST RETURNED NOT SERVED IN COUNTY

SHOW CAUSES AND ORDER FOR ARREST ISSUED OUT OF COUNTY

SHOW CAUSES AND ORDER FOR ARREST SERVED OUT OF COUNTY

SHOW CAUSES SENT BY REGULAR MAIL OUT OF COUNTY

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

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21

6

Duplin County Water
Monthly Report

	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb
Billed Customers	7482	7517	7515	7514	7515	7521
Gallons Water Sold	51,134,000	46,320,000	54,121,000	43,174,000	47,206,000	42,992,000
Monthly Billed	\$306,463.92	\$289,100.79	\$306,542.77	\$278,644.59	\$291,642.16	\$277,677.59
Bank Draft Payments	\$29,295.55	\$29,621.11	\$25,730.07	\$26,104.18	\$24,381.14	\$25,959.81
Credit Card Payments	\$101,088.66	\$97,578.11	\$87,619.15	\$83,692.11	\$105,502.08	\$91,420.12
New Customers	48	55	42	44	44	43
Discontinued	39	27	35	21	25	25
Repairs	9	9	7	4	3	2
Flushes	6	20	21	11	2	8
Locates	179	160	145	129	242	280
Reinstates	325	164	231	9	141	142
New Taps	13	9	13	8	5	11

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