BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, October 4th, 2021

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, October 4th, 2021 in the Commissioners Room located at 225 Seminary Street, Kenansville, NC.

Present: Commissioners Dexter Edwards, Kennedy Thompson, Jesse Dowe, III., Wayne Branch and Elwood Garner.

Also Present: Mr. George H. Futrelle, Assistant County Manager; Mr. Tim Wilson, County Attorney; Ms. Tracy Chestnutt, Finance Officer; and Mrs. Jaime Carr, Assistant Register of Deeds.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Mr. George Futrelle. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved of the proposed meeting agenda and if any member or the Assistant County Manager/Clerk to the Board wished to make any changes or additions to the agenda.

Mr. George Futrelle, Assistant County Manager, requested that the board add Angel Venecia, Director of Public Transportation, regarding a request concerning the Rural Operating Assistance Program and the 5310 Enhanced Mobility for Seniors with Disabilities Grant Agreement.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the October 4th, 2021 meeting agenda with the addition of Angel Venecia, Director of Public Transportation.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the September 20th, 2021 Board of Commissioners meeting.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve consent agenda, which included the following:

Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 18834-18864; and Patient Management Services Agreement between Duplin County and Piedmont Pharmaceuticals Care Network, LLC.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

REGULAR MEETING AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. George H. Futrelle, Assistant County Manager, appeared before the Board to receive any road and/or highway concerns on behalf of the NC Dept. of Transportation.

No road concerns were received.

Mr. George H. Futrelle, Assistant County Manager, appeared before the Board to request that a public hearing be scheduled for November 1st, 2021 to receive public comments on a request received from Mark Teachey to name a new lane in the 900 block of Wellstown Road; Teachey, N.C. in Rockfish Township: Rodriguez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the request that public hearing to be scheduled on November 1, 2021 to receive public comments on a request received from Mark Teachey to name a new lane in the 900 block of Wellstown Road; Teachey, N.C. in Rockfish Township: Rodriguez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Mr. George H. Futrelle, Assistant County Manager appeared before the Board to conduct a public hearing regarding a request from Nicholas Walsh to name a new lane at 238 Lester Houston Road; Pink Hill, N.C. in the Limestone Township: Grands Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Chairman Edwards conducted a Public Hearing. There were no comments.

Motion was made by Commissioner Thompson, Seconded by Commissioner Branch, carried unanimously to approve the request from Nicholas Walsh to name a new lane at 238 Lester Houston Road; Pink Hill, N.C. in the Limestone Township: Grands Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Mr. George H. Futrelle, Assistant County Manager appeared before the Board to conduct a public hearing regarding a request from Frederico Rangel to name lane at 740 Kinsey Mill Road; Mt. Olive, N.C. in the Glisson Township: Juantia Hernandez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Chairman Edwards conducted a Public Hearing. There were no comments to report.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the request from Frederico Rangel to name lane at 740 Kinsey Mill Road; Mt. Olive, N.C. in the Glisson Township: Juantia Hernandez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Ms. Melisa S. Brown, Director of Services for the Aged, appeared before the Board to discuss the Senior Health Insurance Information Program (SHIIP). The Services for the Aged Department will use these federal funds to counsel beneficiaries and caregivers about Medicaid, Medicare supplements and prescription drugs. The agency will provide outreach and educational opportunities to the community. It is being requested that Services for the Aged Director Melisa S. Brown be allowed to complete the DocuSign documents for the FY 2021-22 contract between Duplin County and the NC Department of Insurance SHIIP Division in order to accept the grant funds and also for approval of any associated necessary budget amendment.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept Senior Health Insurance Information Program funds in the amount of $3,700 on behalf of the Services for the Aged Department, to authorize Director Melisa S. Brown to complete the DocuSign documents for the FY 2021-22 contract between Duplin County and the NC Department of Insurance SHIIP Division and to approve any associated necessary budget amendment.

Mr. Brandon McMahon, Emergency Medical Services (EMS) Director, appeared before the board to request the approval of a Short Form Lease Agreement with Stryker Sales, LLC. The Emergency Medical Services (EMS) Department was budgeted funds in the FY22 Budget to acquire fourteen (14) new Lifepak 15 Version 5 cardiac monitors/ defibrillators to replace the monitors currently in our inventory which were purchased in 2014 and have exceeded their five (5) year life expectancy. The EMS Director requests that the board approve the short form lease agreement with the Stryker Sales, LLC for the monitors/ defibrillators for a term of five (5) years with an annual payment of $70,396.58. The agreement and associated forms have been approved by the County Attorney and the county's insurance carrier. **(J)**

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the short form lease agreement between Stryker Sales, LLC and Duplin County for fourteen (14) Lifepak 15 cardiac monitors/ defibrillators for the EMS Department and authorize the Chairman to sign the lease agreement and all associated documents.

Mr. Mike Barnette, Grant Programs Manager with McDavid Associates, Inc., appeared before the board to discuss the 2021 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) public hearing No. 2. The Rural Development Division of the NC Department of Commerce has announced the availability of Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) funds for activities within the County. The initial public hearing was conducted on September 20, 2021, and October 4, 2021, is the second required public hearing. The County intends to apply for $750,000 to assist low-moderate income homeowners. The program will replace two (2) dilapidated homes and rehabilitate five (5) deteriorated homes at scattered sites in the county. The program will also address required HUD compliance requirements such as Citizen Participation, Environmental, Section 3, Language access and Section 504 (ADA). The Program does not require a local match; however, some level of local funding may help the application scoring in some situations such as a tiebreaker. Staff recommends an $8,000 match over a period of (three) 3 budget years. Applications are due by October 14, 2021.

Chairman Edwards conducted a Public Hearing. There were no comments to report.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to adopt a Resolution to authorize Duplin County to submit a formal application to the North Carolina Department of Commerce for 2021 Community Development Block Grant – Neighborhood Revitalization funds to benefit low-moderate income owner-occupied housing within the County and to approve the CDBG Citizen Participation Plan.

Mr. Tim Wilson, County Attorney, appeared before the Board to discuss the County's purchase offer on Parcel #13-233 in the Town of Kenansville, N.C. The County has entered into an offer to purchase Parcel #13-233, located at 212 and 214 Duplin Street in Kenansville, NC (adjacent to the jail), contingent upon approval by the Board of Commissioners. The agreed upon price for the property is $250,000.00.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the county's purchase of Parcel #13-233 located at 212 and 214 Duplin Street in Kenansville, NC for the price of $250,000.00, and to authorize the Chairman to execute all related closing documents.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 11-E110 located off of US Hwy 117; Rose Hill, N.C.; Rose Hill Township. A bid was submitted on September 23, 2021 in the amount of $2,500.00 by Wray B. Register, Jr. for this parcel of land Duplin County obtained through foreclosure on September 13, 2017. This bid is less than the original bid amount of $2,954.00. The current tax value for this parcel is $2,500.00. The Board may accept the bid and go through the process of selling this property as set forth in NCGS §160A-269 or they may reject the bid.

Motion wads made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to accept the bid on surplus property, Parcel # 11-E110 located off of US Hwy 117; Rose Hill, N.C.; Rose Hill Township in the amount of $2,500 from Wray B Register, Jr., and go through the negotiated bid process set forth in NCGS §160A-269.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request that the County's property tax revaluation be pushed back one (1) year. Due to various problems associated with the conversion of the real estate data information from the old tax software used by the Tax Office to the newly purchased tax software, the Tax Administrator is requesting the effective date of the next revaluation be changed from January 1, 2022 to January 1, 2023. This one (1) year delay will allow for a much more accurate and qualified revaluation process.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the Resolution to Delay Duplin County's Next Scheduled Revaluation from January 1, 2022 to January 1, 2023 and to implement subsequent reappraisals every four (4) years.

Ms. Angel Venecia, Director of Public Transportation, appeared before the Board to request to apply for the Rural Operating Assistance Program that has been placed back in the budget for FY 2021 in the amount of $199,000 to aide in the operating cost of the Public Transportation Department.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve Angel Venecia, Director of Public Transportation, to apply for the Rural Operating Assistance Program to aide in the operating costs of her department.

Ms. Angel Venecia, Director of Public Transportation, appeared before the Board to request the acceptance of the 5310 Enhanced Mobility for Seniors with Disabilities Grant Agreement and for the chairman to sign the DocuSign documents.

Motion was made by Commissioner Garner, seconded by commissioner Dowe, carried unanimously to accept the 5310 Enhanced Mobility for Seniors with Disabilities Grant, and for the Chairman to sign the DocuSign documents.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go out of open session and into closed session pursuant to N.C.G.S. 143-318.11 (a) (3) for Legal Matters.

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

Mr. George H. Futrelle, Assistant County Manager appeared to make general announcements and updates.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to recess until Tuesday, October 5th, at 7:30 a.m. for a Joint Meeting with the Board of County Commissioners and the James Sprunt Community College Board of Trustees in the Ed Emory Auditorium located at 165 Agriculture Drive, 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	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	4530 65-70-4530-0000-000-38403	38403		Airport	CARES Act	10/05/2021	.00	-13,000.00	-13,000.00	
2	4530 65-70-4530-0000-000-40121	40121		Airport	SALARIES	10/05/2021	152,426.00	13,000.00	165,426.00	
					** JOURNAL TOTAL			0.00		

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LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	5300 10-50-5300-0000-000-35318	35318		DEPARTMENT OF SOCIAL SERVICES	COVID-CPS/APS FUNDS	10/05/2021	.00	-3,040.00	-3,040.00	
2	5300 10-50-5300-0000-000-42986	42986		DEPARTMENT OF SOCIAL SERVICES	COVID-CPS/APS GRANT	10/05/2021	.00	3,040.00	3,040.00	
					** JOURNAL TOTAL			0.00		

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1	4100 10-41-4100-0000-000-39951	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS Roll forward Museum Grant fund	10/05/2021	-876,201.57	-3,414.38	-879,615.95	
2	6144 10-60-6140-6144-000-44008	44008		MUSEUM GRANT	Grant payback Roll forward Museum Grant fund	10/05/2021	.00	3,414.38	3,414.38	
					** JOURNAL TOTAL			0.00		

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1	7549 44-45-4530-7549-000-39969	39969		Drainage Assessment	FUND BALANCE APPROPRIATED Drainage project	10/05/2021	.00	-10,000.00	-10,000.00	
2	7549 44-45-4530-7549-000-41020	41020		Drainage Assessment	PRELIMINARY ENGINEERING Drainage project	10/05/2021	.00	10,000.00	10,000.00	
					** JOURNAL TOTAL			0.00		

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LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	4141 25-41-4100-4141-000-39970	39970		PROPERTY REVALUATION	FUND BAL PROPERTY REVAL Roll fwd CAMA project funds	10/05/2021	-169,384.00	-49,060.00	-218,444.00
2	4141 25-41-4100-4141-000-41991	41991		PROPERTY REVALUATION	PROPERTY REVALUATION Roll fwd CAMA project funds	10/05/2021	23,520.00	49,060.00	72,580.00
					** JOURNAL TOTAL			0.00	

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1	7100 61-70-7100-0000-000-39969	39969		Water	FUND BALANCE APPROPRIATED Water tank repairs	10/05/2021	-34,482.00	-206,597.00	-241,079.00
2	7130 61-70-7100-7130-000-43510	43510		COUNTY WATER	REPAIRS BUILDING AND GROUNDS Water tank repairs	10/05/2021	5,500.00	68,865.66	74,365.66
3	7133 61-70-7100-7133-000-43510	43510		DISTRICT D	REPAIRS BUILDING AND GROUNDS Water tank repairs	10/05/2021	19,500.00	68,865.67	88,365.67
4	7134 61-70-7100-7134-000-43510	43510		DISTRICT E	REPAIRS BUILDING AND GROUNDS Water tank repairs	10/05/2021	52,000.00	68,865.67	120,865.67
					** JOURNAL TOTAL			0.00	

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	4100 10-41-4100-0000-000-38398	38398		GENERAL FUND	INSURANCE SETTLEMENTS Vehicle 869	10/05/2021	.00	-19,772.00	-19,772.00
	4310 10-43-4310-0000-000-45100	45100		Sheriff	CAPITAL OUTLAY Vehicle 869	10/05/2021	207,376.00	19,772.00	227,148.00
					** JOURNAL TOTAL			0.00	

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LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	4310 10-43-4310-0000-000-39965	39965		Sheriff	FUND BAL-FED SEIZED JUSTICE Carry forward	10/05/2021	.00	-43,686.86	-43,686.86

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2	4310 10-43-4310-0000-000-39962	39962		Sheriff	FUND BAL-CONCEALED HAND GUN Carry forward	10/05/2021	.00	-102,467.48	-102,467.48
3	4319 10-43-4310-4319-000-45100-	45100		FED SEIZED JUSTICE	CAPITAL OUTLAY Carry forward	10/05/2021	.00	43,686.86	43,686.86
4	4321 10-43-4310-4321-000-42980	42980		CONCEALED WEAPONS	PROGRAM SUPPLIES Carry forward	10/05/2021	.00	102,467.48	102,467.48
5	4310 10-43-4310-0000-000-39904	39904		Sheriff	FUND BAL FINGER PRINTING FEE Carry forward	10/05/2021	.00	-8,934.69	-8,934.69
6	4313 10-43-4310-4313-000-43520	43520		Finger Printing	REPAIRS & MAINTENANCE EQUIPME Carry forward	10/05/2021	8,000.00	8,934.69	16,934.69
7	4310 10-43-4310-0000-000-39943	39943		Sheriff	FUND BAL FED SEIZEDCUSTOM&BORD Carry forward	10/05/2021	.00	-10,598.24	-10,598.24
8	4325 10-43-4310-4325-000-42980	42980		FED SEIZED CUSTOM	PROGRAM SUPPLIES Carry forward	10/05/2021	.00	10,598.24	10,598.24
9	4310 10-43-4310-0000-000-39966	39966		Sheriff	FUND BAL FED SEIZED IPS SEIZUP Carry forward	10/05/2021	.00	-6,340.00	-6,340.00
10	4326 10-43-4310-4326-000-42980	42980		FED SEIZED IRS	PROGRAM SUPPLIES Carry forward	10/05/2021	.00	6,340.00	6,340.00
11	4310 10-43-4310-0000-000-39967	39967		Sheriff	FUND BAL FED SEIZED ATF Carry forward	10/05/2021	.00	-.70	-.70
12	4327 10-43-4310-4327-000-42980	42980		FED SEIZED ATF	PROGRAM SUPPLIES Carry forward	10/05/2021	.00	.70	.70
13	4100 10-41-4100-0000-000-39952	39952		GENERAL FUND	FUND BAL CARRY OVER PROJECTS Carry forward	10/05/2021	.00	-373,192.12	-373,192.12
14	4100 10-41-4100-0000-000-39951	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS Carry forward	10/05/2021	-876,201.57	-120,033.67	-996,235.24
15	4920 10-49-4920-0000-000-39964	39964		Economic Development	FUND BAL-ECO DEV Carry forward	10/05/2021	.00	-16,319.45	-16,319.45
16	5900 10-59-5900-0000-000-46500	46500		Education	CONT TO CAP OUTLAY HS Carry forward	10/05/2021	200,000.00	89,422.10	289,422.10

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17	5900 10-59-5900-0000-000-46510	46510		Education	CONT TO CAP OUTLAY ELEM Carry forward	10/05/2021	50,000.00	283,770.02	333,770.02
18	4920 10-49-4920-0000-000-49920	49920		Economic Development	ECO DEV RESGTP CLOSE OUT/WAYNE Carry forward	10/05/2021	.00	16,319.45	16,319.45
19	4318 10-43-4310-4318-000-42983	42983		NC GRANT DARE	DARE SUPPLIES Carry forward	10/05/2021	.00	260.97	260.97
20	4322 10-43-4310-4322-000-41990	41990		2016 SCAAP	PROFESSIONAL SERVICES Carry forward	10/05/2021	.00	5,986.02	5,986.02
21	4370 10-43-4330-4370-000-45110	45110		EMERGENCY MEDICAL SERVICES	CAPITAL OUTLAYGRANT Carry forward	10/05/2021	.00	38,365.65	38,365.65
22	5470 10-50-5300-5470-000-46941	46941		ADOPTION ASSISTANCE	ADOPTION PROMOTION Carry forward	10/05/2021	.00	75,421.03	75,421.03
					** JOURNAL TOTAL			0.00	

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	4977 45-43-4310-4971-000-39811	39811		CATES PROPERTY	TRANSFER FROM GENERAL FUND Purchase of Cates project	10/05/2021	.00	-251,259.23	-251,259.23
2	4977 45-43-4310-4971-000-45100	45100		CATES PROPERTY	CAPITAL OUTLAY Purchase of Cates project	10/05/2021	.00	251,259.23	251,259.23
					** JOURNAL TOTAL			0.00	

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1	4111 10-41-4100-4111-000-41260-	41260		Non-Departmental	OTHER PERSONNEL Capital project transfer	10/05/2021	679,889.00	-251,259.23	428,629.77
2	9800 10-98-9800-0000-000-49940	49940		INTERFUND TRANSFERS	TRANSFER TO CAPITAL PROJECTS Capital project transfer	10/05/2021	.00	251,259.23	251,259.23
					** JOURNAL TOTAL			0.00	

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YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

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1	5601 10-50-5600-5601-000-40121	40121		SHIIP	SALARIES Correct Aging budget	10/05/2021	5,381.36	-2,386.00	2,995.36
2	5601 10-50-5600-5601-000-40181	40181		SHIIP	SOCIAL SECURITY Correct Aging budget	10/05/2021	434.62	-182.00	252.62
3	5601 10-50-5600-5601-000-40182	40182		SHIIP	RETIREMENT Correct Aging budget	10/05/2021	610.80	-271.00	339.80
4	5601 10-50-5600-5601-000-40183	40183		SHIIP	HOSPITAL INSURANCE Correct Aging budget	10/05/2021	1,459.36	-677.00	782.36
7	5601 10-50-5600-5601-000-43110	43110		SHIIP	TRAVEL Correct Aging budget	10/05/2021	333.00	-133 00	200 00
8	5601 10-50-5600-5601-000-43250	43250		SHIIP	POSTAGE Correct Aging budget	10/05/2021	437.00	-37.00	400 00
9	5600 10-50-5600-0000-000-35602	35602		Aging	SHIIP GRANT Correct Aging budget	10/05/2021	-10,759.00	3,823.00	-6,936.00
10	4100 10-41-4100-0000-000-39969	39969		GENERAL FUND	FUND BALANCE Correct Aging budget	10/05/2021	-3,119,555.36	-137.00	-3,119,692.36
11	5601 10-50-5600-5601-000-40184	40184		SHIIP	Life Insurance Correct Aging budget	10/05/2021	00	20.00	20.00
12	5601 10-50-5600-5601-000-42600	42600		SHIIP	OFFICE SUPPLIES Correct Aging budget	10/05/2021	1,532.00	31.00	1,563.00
13	4100 10-41-4100-0000-000-39969	39969		GENERAL FUND	FUND BALANCE Correct Aging budget	10/05/2021	-3,119,555.36	-51.00	-3,119,606.36
					** JOURNAL TOTAL			0 00	

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2022 04 13 10/05/2021 BUA 100421C 1 1

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	4370 10-43-4330-4370-000-40183	40183		EMERGENCY MEDICAL SERVICES	HOSPITAL INSURANCE Medic 7 repairs	10/05/2021	731,412.00	-15,000.00	716,412.00
2	4370 10-43-4330-4370-000-43510	43510		EMERGENCY MEDICAL SERVICES	REPAIRS BUILDING AND GROUNDS Medic 7 repairs	10/05/2021	5,000.00	15,000.00	20,000 00
					** JOURNAL TOTAL			0 00	

09/29/2021 11:32 | Duplin County, NC | P 6
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF | bgamdent

CLERK: chelsey.lanier

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2022 4 2								
BUA 4530-38403 10/05 2021 100421C				T	CARES Act	5		13,000.00
BUA 4530-40121 10/05/2021 100421C				T	SALARIES	5	13,000.00	
					JOURNAL 2022/04/2 TOTAL		.00	.00
2022 4 3								
BUA 5300-35318 10/05/2021 100421C				T	COVID-CPS/APS FUNDS	5		3,040.00
BUA 5300-42986 10/05/2021 100421C				T	COVID-CPS/APS GRANT	5	3,040.00	
					JOURNAL 2022/04/3 TOTAL		.00	.00
2022 4 4								
BUA 4100-39951 10/05/2021 100421C				T	FUND BAL CARRY FWD GRANTS Roll forward Museum Grant fund	5		3,414.38
BUA 6144-44008 10/05 2021 100421C				T	Grant payback Roll forward Museum Grant fund	5	3,414.38	
					JOURNAL 2022/04/4 TOTAL		.00	00
2022 4 5								
BUC 7549-39969 10/05/2021 100421C				AT	FUND BALANCE APPROPRIATED Drainage project	5		10,000 00
BUC 7549-41020 10/05/2021 100421C				AT	PRELIMINARY ENGINEERING Drainage project	5	10,000.00	
					JOURNAL 2022/04/5 TOTAL		.00	.00
2022 4 6								
BUA 4141-39970 10/05 2021 100421C				T	FUND BAL PROPERTY REVAL Roll fwd CAMA project funds	5		49,060.00
BUA 4141-41991 10/05/2021 100421C				T	PROPERTY REVALUATION Roll fwd CAMA project funds	5	49,060.00	
					JOURNAL 2022/04/6 TOTAL		.00	.00
2022 4 [illegible]								
BUA 7100-39969 10/05/2021 100421C				T	FUND BALANCE APPROPRIATED Water tank repairs	5		206,597.00

YEAR PER JNL / SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
BUA 7130-43510	10/05/2021	100421C				T	REPAIRS BUILDING AND GROUNDS / Water tank repairs	5	68,865.66	
BUA 7133-43510	10/05/2021	100421C				T	REPAIRS BUILDING AND GROUNDS / Water tank repairs	5	68,865.67	
BUA 7134-43510	10/05/2021	100421C				T	REPAIRS BUILDING AND GROUNDS / Water tank repairs	5	68,865.67	
							JOURNAL 2022/04/7 TOTAL		.00	.00
2022 4 8										
BUA 4100-38398	10/05/2021	100421C				T	INSURANCE SETTLEMENTS / Vehicle 869	5		19,772.00
BUA 4310-45100	10/05/2021	100421C				T	CAPITAL OUTLAY / Vehicle 869	5	19,772.00	
							JOURNAL 2022/04/8 TOTAL		.00	.00
2022 4 9										
BUA 4310-39965	10/05/2021	100421C				T	FUND BAL-FED SEIZED JUSTICE / Carry forward	5		43,6[illegible]
BUA 4310-39962	10/05/2021	100421C				T	FUND BAL-CONCEALED HAND GUN / Carry forward	5		102,467.48
BUA 4319-45100	10/05/2021	100421C				T	CAPITAL OUTLAY / Carry forward	5	43,686.86	
BUA 4321-42980	10/05/2021	100421C				T	PROGRAM SUPPLIES / Carry forward	5	102,467.48	
BUA 4310-39904	10/05/2021	100421C				T	FUND BAL FINGER PRINTING FEE / Carry forward	5		8,934.69
BUA 4313-43520	10/05/2021	100421C				T	REPAIRS & MAINTENANCE EQUIPME / Carry forward	5	8,934.69	
BUA 4310-39943	10/05/2021	100421C				T	FUND BAL FED SEIZEDCUSTOM&BORD / Carry forward	5		10,598.24
BUA 4325-42980	10/05/2021	100421C				T	PROGRAM SUPPLIES / Carry forward	5	10,598.24	
BUA 4310-39966	10/05/2021	100421C				T	FUND BAL FED SEIZED IRS SEIZUR / Carry forward	5		6,340.00
BUA 4326-42980	10/05/2021	100421C				T	PROGRAM SUPPLIES / Carry forward	5	6,340.00	
BUA 4310-39967	10/05/2021	100421C				T	FUND BAL FED SEIZED ATF / Carry forward	5		.70
BUA 4327-42980	10/05/2021	100421C				T	PROGRAM SUPPLIES / Carry forward	5	.70	
BUA 4100-39952	10/05/2021	100421C				T	FUND BAL CARRY OVER PROJECTS / Carry forward	5		373,192.12
BUA 4100-39951	10/05/2021	100421C				T	FUND BAL CARRY FWD GRANTS / Carry forward	5		120,033.67
BUA 4920-39964							FUND BAL-ECO DEV	5		16,319 45

YEAR PER JNL / SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
	10/05/2021	100421C				T	Carry forward			
BUA 5900-46500	10/05/2021	100421C				T	CONT TO CAP OUTLAY HS / Carry forward	5	89,422.10	
BUA 5900-46510	10/05/2021	100421C				T	CONT TO CAP OUTLAY ELEM / Carry forward	5	283,770.02	
BUA 4920-49920	10/05/2021	100421C				T	ECO DEV RESGTP CLOSE OUT/WAYNE / Carry forward	5	16,319.45	
BUA 4318-42983	10/05/2021	100421C				T	DARE SUPPLIES / Carry forward	5	260.97	
BUA 4322-41990	10/05/2021	100421C				T	PROFESSIONAL SERVICES / Carry forward	5	5,986.02	
BUA 4370-45110	10/05/2021	100421C				T	CAPITAL OUTLAYGRANT / Carry forward	5	28,365.65	
BUA 5470-46941	10/05/2021	100421C				T	ADOPTION PROMOTION / Carry forward	5	75,421.03	
							JOURNAL 2022/04/9 TOTAL		.00	00
2022 4 10										
BUC 4977-39811	10/05/2021	100421C				AT	TRANSFER FROM GENERAL FUND / Purchase of Cates project	5		251,259.23
BUC 4977-45100	10/05/2021	100421C				AT	CAPITAL OUTLAY / Purchase of Cates project	5	251,259.23	
							JOURNAL 2022/04/10 TOTAL		.00	.00
2022 4 11										
BUA 4111-41260	10/05/2021	100421C				T	OTHER PERSONNEL / Capital project transfer	5		251,259.23
BUA 9800-49940	10/05/2021	100421C				T	TRANSFER TO CAPITAL PROJECTS / Capital project transfer	5	251,259.23	
							JOURNAL 2022/04/11 TOTAL		.00	
2022 4 12										
BUA 5601-40121	10/05/2021	100421C				T	SALARIES / Correct Aging budget	5		2,3[illegible].00
BUA 5601-40181	10/05/2021	100421C				T	SOCIAL SECURITY / Correct Aging budget	5		182.00
BUA 5601-40182	10/05/2021	100421C				T	RETIREMENT / Correct Aging budget	5		271.00
BUA 5601-40183	10/05/2021	100421C				T	HOSPITAL INSURANCE / Correct Aging budget	5		677.00
BUA 5601-43110	10/05/2021	100421C				T	TRAVEL / Correct Aging budget	5		133.00
BUA 5601-43250							POSTAGE	5		37.00

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	10/05/2021	100421C				I	Correct Aging budget			
BUA 5600-35602							CHIIP GRANT	5	3,923.00	
	10/05/2021	100421C				T	Correct Aging budget			
BUA 4100-39969							FUND BALANCE	5		137.00
	10/05/2021	100421C				I	Correct Aging budget			
BUA 5601-40184							Life Insurance	5	20.00	
	10/05/2021	100421C				T	Correct Aging budget			
BUA 5601-42600							OFFICE SUPPLIES	5	31.00	
	10/05/2021	100421C				I	Correct Aging budget			
BUA 4100-39969							FUND BALANCE	5		51.00
	10/05/2021	100421C				T	Correct Aging budget			
							JOURNAL 2022/04/12 TOTAL		.00	.00
2022 4 13										
4370-40183							HOSPITAL INSURANCE	5		15,000.00
	10/05/2021	100421C					Medic 7 repairs			
4370-43510							REPAIRS BUILDING AND GROUNDS	5	15,000.00	
	10/05/2021	100421C				T	Medic 7 repairs			
							JOURNAL 2022/04/13 TOTAL		.00	.00

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

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

County	Children in Foster Care	% of Total Children in Foster Care	Dollars for Distribution
State Total	**10,382**	**100%**	**$ 1,168,799**
Alamance	79	1%	$ 8,894
Alexander	59	1%	$ 6,642
Alleghany	44	0%	$ 4,953
Anson	11	0%	$ 1,238
Ashe	71	1%	$ 7,993
Avery	27	0%	$ 3,040
Beaufort	127	1%	$ 14,298
Bertie	3	0%	$ 338
Bladen	47	0%	$ 5,291
Brunswick	182	2%	$ 20,489
Buncombe	314	3%	$ 35,350
Burke	223	2%	$ 25,105
Cabarrus	138	1%	$ 15,536
Caldwell	126	1%	$ 14,185
Camden	4	0%	$ 450
Carteret	73	1%	$ 8,218
Caswell	14	0%	$ 1,576
Catawba	251	2%	$ 28,257
Chatham	104	1%	$ 11,708
Cherokee	58	1%	$ 6,530
Chowan	4	0%	$ 450
Clay	28	0%	$ 3,152
Cleveland	150	1%	$ 16,887
Columbus	87	1%	$ 9,794
Craven	100	1%	$ 11,258
Cumberland	801	8%	$ 90,176
Currituck	14	0%	$ 1,576
Dare	13	0%	$ 1,464
Davidson	134	1%	$ 15,086
Davie	50	0%	$ 5,629
Duplin	27	0%	$ 3,040
Durham	303	3%	$ 34,112
Edgecombe	45	0%	$ 5,066
Forsyth	226	2%	$ 25,443
Franklin	54	1%	$ 6,079
Gaston	380	4%	$ 42,780
Gates	-	0%	$ -
Graham	25	0%	$ 2,814
Granville	18	0%	$ 2,026
Greene	21	0%	$ 2,364
Guilford	447	4%	$ 50,323
Halifax	8	0%	$ 901
Harnett	164	2%	$ 18,463
Haywood	99	1%	$ 11,145
Henderson	162	2%	$ 18,238
Hertford	5	0%	$ 563
Hoke	50	0%	$ 5,629
Hyde	10	0%	$ 1,126
Iredell	90	1%	$ 10,132
Jackson	63	1%	$ 7,092
Johnston	153	1%	$ 17,225
Jones	5	0%	$ 563
Lee	10	0%	$ 1,126
Lenoir	73	1%	$ 8,218
Lincoln	67	1%	$ 7,543
Macon	76	1%	$ 8,556
Madison	35	0%	$ 3,940
Martin	47	0%	$ 5,291
McDowell	114	1%	$ 12,834
Mecklenburg	450	4%	$ 50,661
Mitchell	44	0%	$ 4,953
Montgomery	18	0%	$ 2,026
Moore	67	1%	$ 7,543
Nash	20	0%	$ 2,252
New Hanover	303	3%	$ 34,112
Northampton	6	0%	$ 675
Onslow	159	2%	$ 17,900
Orange	65	1%	$ 7,318
Pamlico	13	0%	$ 1,464
Pasquotank	20	0%	$ 2,252
Pender	44	0%	$ 4,953
Perquimans	7	0%	$ 788
Person	85	1%	$ 9,569
Pitt	152	1%	$ 17,112
Polk	44	0%	$ 4,953
Randolph	177	2%	$ 19,927
Richmond	74	1%	$ 8,331
Robeson	374	4%	$ 42,105
Rockingham	156	2%	$ 17,562
Rowan	154	1%	$ 17,337
Rutherford	131	1%	$ 14,748
Sampson	131	1%	$ 14,748
Scotland	105	1%	$ 11,821
Stanly	33	0%	$ 3,715
Stokes	92	1%	$ 10,357
Surry	129	1%	$ 14,523
Swain	55	1%	$ 6,192
Transylvania	62	1%	$ 6,980
Tyrrell	6	0%	$ 675
Union	137	1%	$ 15,423

Vance	46	0%	$	5,179
Wake	386	4%	$	43,456
Warren	2	0%	$	225
Washington	24	0%	$	2,702
Watauga	81	1%	$	9,119
Wayne	57	1%	$	6,417
Wilkes	215	2%	$	24,205
Wilson	23	0%	$	2,589
Yadkin	80	1%	$	9,006
Yancey	42	0%	$	4,728

Data Source: CSDW Query - Children in Foster Care (Legacy CPPS and NCFAST Child Welfare Merged) - End of

000720

DUPLIN COUNTY

Services for the Aged
Post Office Box 928 – 213 Seminary Street - Kenansville, N.C. 28349
Telephone 910-296-2140 – Fax 910-296-2142

SHIIP – MIPPA Funds – 9/24/2021

Senior Health Insurance Information Program - $3,700.00
MIPPA funds - $3,236.00; ECC – Mippa funds - $0; (Roll over funds – 33.14)

Code	Description	Budgeted Amount	Revised Amount	Difference
5601-40121	Salaries	5373	2,987-B +8.36 -R 2995.36	-2,377.64
5601-40181	Social Security	411	229-B +23.62-R 252.62	-158.38
5601-40182	Retirement	610	339-B +80-R 339.80	-270.20
5601-40183	Hospital Insurance	1,459	782-B + 36-R 782.36	-676.64
5601-~~40184~~ 41860	Workers Compensation	20	20	0
5601-~~40186~~ 40184	Life Insurance	0	20	+20
5601-42600	Office Supplies	1,532	1,563	+31
5601-43110	Travel	333	200	-133
5601-43200	Communications	300	300	0
5601-43250	Postage	437	400	-37
5601-43540	Software Maintenance	96	96	0
Revenues				
5600-35602	Federal - SHIIP	10,759	6936	-3823

https://www.facebook.com/DuplinAging https://w ...plincountync.com/senior-resource-center/

LM 9-28
JB 9-28

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE OCTOBER 4, 2021

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
18834	ADALID, CARCAMO CASTRO	ISLAND CREEK	NORTHEAST	2019	000000208	$ 14 30	$ 0 40	$ 1 80	$ 1 65	$ 90 00	$ 108 15	SWMH DESTROYED BY HF '18
18835	BENSON, TONY R	LIMESTONE	EAST DUPLIN	2021	0472900	$ 177 32	$ 4 96	$ 11 36			$ 193 64	SOLD PART OF PARCEL-BILLED ENTIRE PARCEL
18836	CARROLL'S FOOD INC	WARSAW		2021	1636695	$ 3 58	$ 0 10		$ 0 64		$ 4 32	DOES NOT OWN 1987 DANE MYT
18837	CARROLL'S FOOD INC	WARSAW		2021	1636695	$ 7 15	$ 0 20		$ 1 29		$ 8 64	1998 EBY TL LISTED IN SAMSON CO
18838	CARROLL'S FOOD INC	WARSAW		2021	1636695	$ 22 56	$ 0 63		$ 4 05		$ 27 24	MYT'S LISTED IN SCOTLAND CO
18839	CASTANEDA, ALJEANDRA	MAGNOLIA	NATURAL WELLS	2021	1715829	$ 87 30	$ 2 44		$ 1 77		$ 91 51	BILLED FORMER OWNER IN ERROR
18840	CASTANEDA, ALJEANDRA	MAGNOLIA		2021	1715829					$ 90 00	$ 90 00	NO DWELLING
18841	CHIEF MILLING PARTNERS	ROSE HILL		2021	1852200	$ 464 77	$ 13 00		$ 47 78		$ 525 55	BILLED ON WRONG VALUE
18842	GUTHRIE, GUY B, II & WF CHRISTINA	KENANSVILLE		2021	3398995					$ 90 00	$ 90 00	SWF DOUBLE BILLED
18843	GUTHRIE, GUY B, II & WF CHRISTINA	KENANSVILLE		2020	3398995					$ 90 00	$ 90 00	SWF DOUBLE BILLED
18844	GUTHRIE, GUY B, II & WF CHRISTINA	KENANSVILLE		2019	3398995					$ 90 00	$ 90 00	SWF DOUBLE BILLED
18845	HILL, TAVARE DEANGELO	FAISON	GOSHEN	2021	3953357	$ 63 71	$ 1 78	$ 5 79	$ 7 13	$ 90 00	$ 168 41	SWMH TRADED FOR MODULAR
18846	HORNER, MICHAEL	LIMESTONE	EAST DUPLIN	2021	4114594	$ 215 93	$ 6 04	$ 13 83		$ 90 00	$ 325 80	HOUSE REMOVED JUNE 2020
18847	JAMES, JANICE B	ISLAND CREEK		2021	4355790					$ 90 00	$ 90 00	HOUSE VACANT SINCE 2018
18848	JAMES, JANICE B	ISLAND CREEK		2020	4355790					$ 90 00	$ 90 00	HOUSE VACANT SINCE 2018
18849	JAMES, WILLIAM H	CYPRESS CREEK		2021	4389273	$ 46 35	$ 1 30		$ 4 77		$ 52 42	FARM EQUIPMENT SOLD IN 2020
18850	MURPHY BROWM LLC	WARSAW	STACY BRITT	2021	6219520	$ 90 33	$ 2 53	$ 8 84	$ 10 17		$ 111 87	DOES NOT OWN MYT'S
18851	OMEGA HOME CARE AGENCY	WARSAW		2021	6494568	$ 8 91	$ 0 25		$ 1 60		$ 10 76	BILLED IN WRONG VALUE
18852	PM ENTERPRISES OF NC LLC	MAGNOLIA	NATURAL WELLS	2021	6561393	$ 291 01	$ 8 14			$ 90 00	$ 389 15	BILLED FORMER OWNER IN ERROR
18853	PACHECO, ISMAEL	WARSAW		2021	6562818	$ 17 60	$ 0 49		$ 3 16		$ 21 25	MYT'S SOLD IN 2020
18854	PARADISE SOLUTIONS BODY SHOP	CYPRESS CREEK	CHINQUAPIN	2021	6593186	$ 19 10	$ 0 53	$ 1 87	$ 2 15		$ 23 65	RELEASING DIFFERENCE IN VALUE BILLED
18855	PICKETT, R L LE	ISLAND CREEK	CHINQUAPIN	2021	6842574	$ 185 19	$ 5 18	$ 18 13			$ 208 50	BILLED FORMER OWNER IN ERROR
18856	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2021	7480560	$ 328 19	$ 9 18	$ 34 43		$ 90 00	$ 461 80	DWMH DOUBLE LISTED
18857	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2020	7480560	$ 328 19	$ 9 18	$ 34 43		$ 90 00	$ 461 80	DWMH DOUBLF LISTED
18858	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2019	7480560	$ 328 19	$ 9 18	$ 34 43		$ 90 00	$ 461 80	DWMH DOUBLE LISTED
18859	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2018	7480560	$ 328 19		$ 34 43		$ 90 00	$ 452 62	DWMH DOUBLE LISTED
18860	SUTTON, JAMES GARY	FAISON		2021	8425555	$ 238 10	$ 6 66			$ 90 00	$ 334 76	HOUSE REMOVED 10/2020
18861	TAYLOR, KRISTY M	ROSE HILL		2021	8546965	$ 62 21	$ 1 74				$ 63 95	BILLED FORMER OWNER IN ERROR
18862	WALL, LINWOOD R	ISLAND CREEK	NORTHEAST	2021	9007900	$ 20 74	$ 0 58	$ 2 61			$ 23 93	INCORRECT LAND CODE
18863	WSH INC	ISLAND CREEK		2017	8973500	$ 335 67			$ 33 57		$ 369 24	OUT OF BUSINESS SINCE 3/2016
18864	360 FOREST PRODUCTS INC	FAISON		2019	0000061					$ 90 00	$ 90 00	BILLED IN ERROR
	GRAND TOTAL					$ 3,684 59	$ 84 49	$201 95	$ 119 73	$ 1,440 00	$ 5,530 76	

SUBMITTED BY

FINAL APPROVAL BY.

DATE APPROVED. October 4, 2021

PPCN HealthMap

Participant Satisfaction Survey

Duplin County Survey Results - 2021

Overview

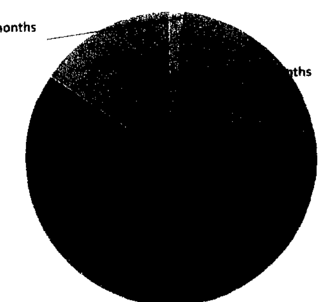
On February 15, 2021, PPCN distributed a survey link via email to active Duplin County HealthMapRx™ participants A third-party, HIPAA-compliant survey platform was used to build the survey and collect survey responses Data collected over a two-week period includes participant demographics as well as the participant's opinion of the Program and his or her Pharmacist Care Manager The participant was also asked to share recommendations for improving the program and any chronic condition(s) he or she would like to see included at some point Finally, participants were given the opportunity to share personal experiences anonymously, or along with identifying contact information

Response

Surveys were sent to all active program participants for which an email address had been provided

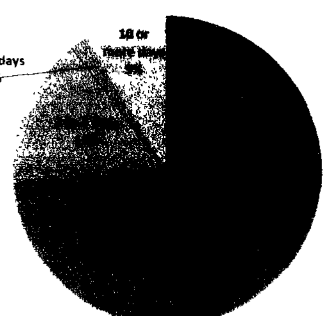
	Count	Percent
Enrollment at Survey	89	100%
Emailed Survey	82	92%
Complete Survey	57	70%
Partial Survey	2	2%
No Response/ Unsubscribed	23	28%
Total Responses	59	**72%**

Length of Time in Program



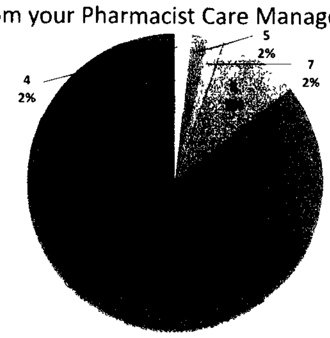
78% of respondents reported having been in the Program at least 1 year, with 15% of those participating over 3 years

Days Missed Due to Chronic Condition



74% of respondents missed 2 or less days of work due to *their chronic condition*

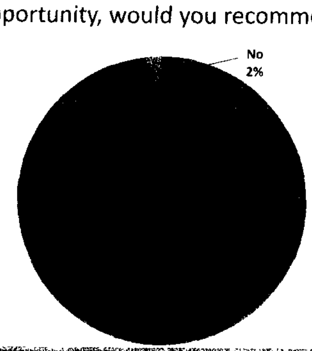
Rank your overall satisfaction with the care and support you have received from your Pharmacist Care Manager.



85% of respondents rated their Pharmacist Care Manager at a 9 *or above on a scale of 0 to 10,* with 10 = Best Possible Care

	2%	1
	2%	1
	2%	1
	9%	5
	17%	10
	68%	39
	Totals	57

If given the opportunity, would you recommend the Program to others?



Yes	**56**
No	**1**

Participant Testimonials

Before the program I really didn't have a direction I knew I wasn't in the best health, but I really didn't know what to do about it With my Care Manager, I was able to get my Type 2 diabetes under control as well as my blood pressure

I have managed to maintain my pre-diabetes with guidance on nutrition, exercise, and glucose monitoring I have managed to lower my cholesterol with medication recommended through this program I hope that this program is available to utilize as long as possible

The program has helped me manage my overall health, given me more insight on how to control my asthma (what to avoid), and given me more tips on how to avoid certain foods so that I was more able to keep a healthier weight With this program I was able to stop taking blood pressure medication as well as cholesterol medication I am so thankful I was able to participate!

PPCN

Duplin County 2021 Clinical Report

PPCN Chronic Condition Care Management Programs for Diabetes, Cardiovascular Disease, Depression and Asthma
Clinical Update June 10, 2021

Overview

	2021	2020	2019
Enrollment	86	96	72
Cardiovascular	74	82	58
Diabetes	19	22	28
Depression	24	26	22
Asthma	11	13	15
Total Programs	128	143	122
Visit Compliance	98 8%	100%	

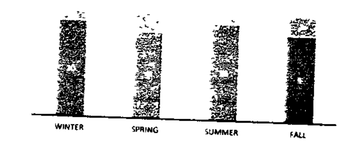
- New Particiapnts 1
- Inactives 11
  - Patient Preference/Opted Out 2
  - Non-Compliance with Program 0
  - Insurance Terminated 7
  - Retired and Medicare 2

Progress for Major Clinical Markers

Clinical Goals for Individuals with Asthma *Clinical goals and standards of care for the treatment and management of Asthma incorporate the use of the Asthma Control Test or ACT (or a similar tool) to routinely assess patient response to treatment based on their subjective report of the frequency of symptoms*

Clinical Values	2021	2020	2019
ACT Score at Goal > 19 (controlled)	100%	77%	83%
ACT Score at Goal > 19 at baseline	73%	77%	67%
ACT Score at Goal or Improved	100%	92%	

Asthma: Seasonal Comparison



Goal ACT Score of > 19

27% of participants had asthmatic episodes requiring additional medical assistance (PCP Office Visit, Urgent Care Emergency Room or Inpatient Stay) over the previous 12 mos

PPCN

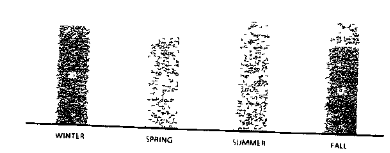
Clinical Goals for Individuals with Depression *Clinical goals and standards of care for the treatment and management of depression incorporate the use of the Patient Health Questionnaire or PHQ-9 (or a similar tool) to routinely assess patient response to treatment based on their subjective report of the frequency of symptoms*

Clinical Values	2021	2020	2019	PPCN
Total Participants*	24	23	11	207
PHQ-9 Score at Goal (<5 or 50% of baseline)	75 0%	72 0%	66 7%	71 4%
PHQ-9 Score < 5 at baseline	29 2%	28 0%	26 7%	43 4%

Current HEDIS measure for depression addresses medication compliance for six months **96 4% of participants in the depression program report >90%** ongoing compliance with their medications compared to HEDIS at 52 9% being compliant for six months

PHQ-9 of < 5 or 50% of baseline is considered continuation or maintenance phase

Seasonal PHQ9 Score



- 75% of participants are at goal
- 83% are either at goal or have improved
- 83 % of patients in the Depression Program are in 1 or more of the other 3 programs

Clinical Goals for Participants with Diabetes *The American Diabetes Association establishes national guidelines to assist providers in managing patients with diabetes for the purpose of minimizing long term complications and disease progression PPCN Care Managers encourage compliance with current national guidelines to both patients and providers*

Compared to Industry Standards and PPCN

Clinical Goals	Duplin (n=19)	PPCN (n=1099)	2019 HEDIS* (Industry)
Blood Pressure (<140/90)	78 9%	82.8%	51.3%
Cholesterol (LDL) (< 100)	68 4%	65 0%	
Blood Glucose (A1C) < 7%	57 9%	49.0%	34.9%
Blood Glucose (A1C) < 8%	73 7%	74 1%	48 9%
Blood Glucose (A1C) > 9%	5 26%	12.3%	40 1%
Lipid Panel (within past year)	100 0%	85 2%	
A1C (within past year)	100.0%	73 8%	90.0%
A1C (within past 6-months)	100 0%	95 4%	

*https //www ncqa org/report-cards/health plans/state-of-health-care-quality-report/

Clinical Trending

Clinical Value Trending	N=	Baseline Average	Current Average	PPCN (n=1099)	Days Between
Blood Pressure (< 140/90)	19	131 / 78	120 / 75	125 / 80	1060
Cholesterol (LDL) (< 100)	19	89	84	87	925
Blood Glucose (A1C) (< 7%)	19	8 2	7 0	7 3	1063
Weight (lbs)	19	222	213	224	1060

High-Risk at Baseline Trending (A1C ≥ 7 0)

Clinical Goals	Baseline Average	Current Average	% Decrease
Duplin County (13/19, 68%)	9 2	7 3	92 3%
PPCN (550/981, 56%)	8 7	7 8	67 1%

Diabetes control compared to national data

1c < 7% 57 9% 'well controlled", compared to HEDIS at 34 9%

1c < 8% 73 7% of participants controlled" compared to HEDIS at 48 9%

1c > 9% 5 3% of participants "poorly controlled", compared to HEDIS at 40 1%

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PPCN

Clinical Goals for Individuals with Cardiovascular Disease *The American College of Cardiology and the American Heart Association set guidelines for managing patients with CVD in an effort to reduce the risk of acute cardiovascular events (stroke and myocardial infarction), minimize long term complications, and optimize patient wellbeing*

Current Enrollment Compared to Industry Standards

Clinical Goals	Duplin (n=60)	PPCN (n=812)	2019 HEDIS (Industry)
Blood Pressure goal (<140/90)	96 7%	84 3%	47 6%
Cholesterol (LDL) goal (< 100)	38 3%	47 9%	
Cholesterol (LDL) goal (< 130)	70 0%	79 9%	
Lipid Panel (LDL) (past year)	100 0%	81 3%	

Summary of Clinical Trending

Clinical Value Trending	N=	Baseline Average	Current Average	PPCN	Days Between
Blood Pressure goal (<140/90)	60	130 / 80	120 / 75	125 / 79	693
Cholesterol (LDL) goal (< 100)	54	114	109	103	679
Blood Glucose (A1C) (< 5 7%)	55	5 7	5 7	5 9	718
Weight (lbs)	60	212	215	213	693

HealthMapRx™ Participant Survey Comments
Duplin County

- The information given to me was very helpful and needful
- They are very helpful.
- To me it feels more like talking to a friend I can say anything without feeling bad or embarrassed
- Very caring and listens to all my concerns
- Very knowledgeable and friendly
- Very knowledgeable, easy to talk with
- I find it very helpful that my Care Manager shows concern and compassion when discussing my health conditions and doctor's appointments. She listens, advises and is not judgmental when I fail to meet goals that are previously set. Though the goals sometimes are met, we reset them for a future date and hope to succeed.

Concerning the overall Program:

- The HealthMapRx is a wonderful program, and I have enjoyed it.
- Before the program I really didn't have a direction. I knew I wasn't in the best health, but I really didn't know what to do about it. With my Care Manager I was able to get my Type 2 diabetes under control as well as my blood pressure.
- I have managed to maintain my pre-diabetes with guidance on nutrition, exercise, and glucose monitoring. I have managed to lower my cholesterol with medication recommended through this program I hope that this program is available to utilize as long as possible
- It has made me aware of my chronic illness and helped me stay more motivated and concentrated on reducing or lowering this chronic illness
- The program has helped me manage my overall health, given me more insight on how to control my asthma (what to avoid), and given me more tips on how to avoid certain foods so that I was more able to keep a healthier weight With this program I was able to stop taking blood pressure medication as well as cholesterol medication. I am so thankful I was able to participate!
- This program is a source of encouragement to improve upon my lifestyle for my health My program manager is supportive and encouraging.

Are there other chronic conditions you would like to see addressed by the Program?

- Fructose malabsorption/gastritis
- Long Covid issues
- Mental Health/Depression
- Thyroid issues and other autoimmune disorders

HealthMapRx™ Participant Survey Comments
Duplin County

Concerning the Pharmacist Care Manager (PCM):

- Always provides great support and guidance in working towards my goals
- (PCM) has great insight and suggestions, and she's not judgmental or pushy.
- (PCM) is able to answer all my questions, and if she can't, she will find out for me.
- (PCM) is always there to help you in anyway, big or small. She helps you set goals that you can obtain while giving you the support you need.
- (PCM) is so easy to talk with. She explains things so that I can understand.
- (PCM) is very concerned about my health and is always available if I need her
- (PCM) is very kind and helpful. She is great at helping me accomplish my goal setting
- Covers all areas
- Gives me goals to work toward
- I am grateful for my health manager and for this program.
- I am not totally sure how helpful this program is toward health goals.
- I feel like I have a personal connection, and she genuinely has my best interest at heart.
- I feel she actually cares about me and my health. I feel very comfortable speaking with her
- I feel that my Care Manager is very compassionate and concerned about helping me improve at living a healthier lifestyle without being judgmental.
- It really helps me a lot to have a better lifestyle
- More follow-ups should be scheduled to increase motivation, get more suggestions.
- (PCM) is very easy to talk to I enjoy our meetings. She is very informative.
- (PCM) has been awesome! She takes time to listen and explain things. You know she listens, taking notes and paying attention because she goes over your last conversation and asks you about things you have going on. (PCM) also helps you set doable goals.
- My Care Manager is knowledgeable and shares good advice I have gained valuable information that has helped me a great deal with managing my health-related life choices
- My care manager is knowledgeable and supportive. She helps me to improve my health and is encouraging
- My care manager is very attentive and helpful in answering any questions I have and in giving me the information I need to live a good quality life dealing with chronic issues.
- My personal advisor has been there for me the whole time. She has called me just to check on me to see how I was doing.
- (PCM) takes the time necessary to discuss all health-related issues and medication, diet and exercise opportunities that would be helpful for my situation.
- Personal professional care matters!
- She goes above and beyond to help me with my condition.
- She helps me stay on track
- She is very attentive and listens to me She checks on me and if I have a question she finds an answer for me.
- She seems genuinely concerned about my care and well-being.
- She takes the time to help with issues and suggest ways to improve overall health.
- She understands and breaks things that I do not understand or know down to where I can understand
- The acceptability factor
- The info is very helpful and helps me to manage my chronic conditions. I can always feel comfortable asking questions.

C. Optimization of drug therapy, including adherence.
D. Communication and coordination with participant's medical provider(s)
E. Establishment of personal goals relevant to individual health risk priorities.
F. Motivation and support for achievement of goals and healthier lifestyle.
G Care Coordination – Identification and management of "care gaps" vs established standards
H. Addressing considerations such as nutrition, exercise, and life-style improvements, as appropriate.
I. Accountability for participants and mentors in adhering to program requirements.

II. PPCN Responsibilities

A. Designate a coordinator to communicate with the Employer's representative.
B. Advise and assist Employer with promotion and enrollment of plan members eligible for participation in the programs offered.
C. Establish and maintain a network of qualified Pharmacist Providers and other health care provider professionals who will assist Participants in more effectively managing their Targeted Condition(s)
D. Provide a secure, web-based, HIPPA compliant care management technology platform and data repository to be used by Providers to document care, relevant participant data, and care management activities per Program protocols.
E. Monitor and manage compliance with Program requirements for both Participants and Providers.
F Provide reporting relevant for evaluation of program performance to Employer annually.
G. Assume overall oversight and administration of program delivery, including assignment of Participants to qualified Pharmacist Providers who will meet with them in private on a quarterly basis for health mentoring per PPCN's proprietary, condition-specific protocols to specifically include:
    a. Consulting with Participants and their physicians through professional dialogue for purposes of tailoring drug therapy to promote optimum benefit.
    b Providing condition specific Self-Management education, skills assessment and training.
    c. Provide initial and ongoing identification and prioritization of health risk issues for attention.
    d. Provide guidance and support in setting and achieving goals for reducing health risks and establishing overall healthier behaviors
    e Documentation of required clinically-relevant data for purposes of tracking and reporting.

Piedmont Pharmaceutical Care Network, LLC

Patient Management Services Agreement

This Agreement ("Agreement") dated and made effective this 1st day of September 2021, by and between the **Duplin County** (the "Employer") and **Piedmont Pharmaceutical Care Network, LLC** ("PPCN"). (Either the Employer or PPCN may be referred to herein as a ("Party") and collectively as the ("Parties").

WITNESSETH:

WHEREAS Piedmont Pharmaceutical Care Network, LLC ("PPCN") has developed Patient—Self Management programs (**HealthMapRx™**) for certain chronic health conditions, including Diabetes, Cardiovascular Diseases (Hypertension, Hyperlipidemia), Asthma and Depression ("Conditions"); and

PPCN has experience delivering these programs through its network of pharmacists ("Pharmacist Providers") and other health care professionals to members of the Employer's health plan ("Participants") for purposes of reducing health risks and cost of preventable complications associated with these Conditions; and

WHEREAS, the Employer is interested in having certain of its eligible employees, retirees and dependents who have one or more of these Conditions participate in the Program for the reasons set out herein; and

WHEREAS, the Employer desires to engage PPCN to make such programs available to eligible employees, retirees and dependents participating in its health plan;

The Parties therefore agree as follows:

PPCN will implement and maintain oversight of its proprietary **HealthMapRx™** programming on behalf of Employer for eligible members of its health plan subject to the following understandings, terms, and conditions:

I. Program Purpose and Goals

The purpose of the program is to reduce the incidence and cost of preventable complications for participants with Targeted Conditions Participants will receive personalized health mentoring on a regular basis, which will emphasize

A. Initial assessment of health status, knowledge, self-management skills.
B. Individualized care planning focused on health risk priorities and improvement of participant knowledge and self-care skills.

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III. Employer Responsibilities

The Employer agrees to:

A. Promote the Program to its eligible health plan members (e. g., hold voluntary orientation meetings for eligible employees, retirees and dependents to explain the program).
B. Cooperate in establishing a process to enroll Participants in the Program.
C. Sponsor voluntary diagnostic screenings for eligible employees and dependents (recommended but optional).
D. Provide incentives to enrolled Participants (i.e , waived co-pays for medications and supplies processed through the Employer's Third Party Administrator (TPA) or Pharmacy Benefits Manager (PBM) claim system)
E. Facilitate availability of medical and pharmacy claims data as needed for PPCN to monitor and report financial performance of the Program.
F. Appoint a representative who will serve as the primary contact person between the Employer and PPCN.

IV. Conditions Targeted for Programming

- Polypharmacy of high cost claimants (top 20% of pharmacy and medical claims combined ~ 170 members) with a focus on diabetes, cardiovascular disease, behavioral health (for depression, anxiety and related disorders) and asthma.

V. Fees and Terms

Monthly Fees

- Pricing is based upon a monthly fee per enrollee per program.

	09/01/2021-08/31/2025
Base Price	$80.00

- Amounts due for any given month will be calculated based on the number of participants enrolled on the last day of the prior month.

Billed Bi-Annually (June & December)	09/01/2021-08/31/2025
Cash Incentive/month	$10.00
Administration Fee/month	$0.22

- Incentives will be a combination of cash and performance incentive points.
- Total amount shall not exceed $125,000
- Invoices for amounts so calculated will be prepared on or about the first day of each month and will be due upon receipt, payable within 30 days. Finance charges will be added to past due amounts at an interest rate of 1.5% per month.

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VI. Program Time Frame

The Program will commence on the implementation date of this agreement for a period of four years ending on August 31, 2025. Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party.

VII. Insurance and Indemnification

A. Indemnification by PPCN.

PPCN shall indemnify, defend and hold harmless the Employer, its Affiliates and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims arising or resulting from: (a) any breach, violation or noncompliance of or with any term of this Agreement by PPCN; (b) any breach or violation of applicable Law by PPCN; or (c) any negligent or wrongful act or omission on the part of PPCN, except to the extent that such Claim arises from the negligence or willful misconduct of the Employer.

B. Indemnification Procedures.

Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, any person or entity intending to claim indemnification hereunder (an "Indemnitee") shall give written notice of such matter to the party hereunder from whom indemnification is sought (the "Indemnitor"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnitee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the Indemnitee of all developments in the matter. In no event shall the Indemnitee compromise or settle any such matter without the prior consent of the Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnitee after having been notified of Claim, the Indemnitee may, at Indemnitor's expense, take action in its own defense.

C. Insurance.

PPCN will require that each Pharmacist Provider, or his or her employer, maintain professional liability insurance with a company or companies acceptable to the Employer in the amount of $1,000,000 for each occurrence, and $3,000,000 in the aggregate

IX. Non-Disclosure of Information

Both Parties recognize, acknowledge and agree that each Party's trade secrets and proprietary information and processes are and shall be kept the valuable, special, private, unique, and confidential assets of each Party. Both Parties agree to continue to treat as private and confidential all information, secrets, and processes and agree not to disclose, during or after the term of this Agreement, in whole or in part, such secrets, information, or processes to any person, firm, corporation, association, or other entity for any reason or purposes whatsoever, nor shall either Party make use of any such property for its purposes or for the benefit of any person, firm, corporation or other entity under any circumstances during or after the term of this Agreement. Both Parties recognize, acknowledge and agree that individual patient records and other such sensitive material will be treated with confidentiality to protect the individual patients' rights under current federal law and guidelines relating to patient medical record confidentiality.

X. Non-Solicitation

Employer agrees to refrain from employing, soliciting for hire, or contracting for services with employees or agents of PPCN for same or substantially similar services provided under this agreement for a period of one year following termination of the agreement.

XI. Miscellaneous

A. Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by either Party without the prior written consent of the other, which may be withheld at the sole discretion of a Party.

B. Notwithstanding any other term in the Agreement to the contrary, except where otherwise allowed or required by law, (i) the parties shall not disclose any Participant identifiable health care information, including without limitation the name, address, social security number, medical record number, or any other information sufficient to identify a specific Participant without his or her prior written consent, and (ii) the parties will comply with all applicable federal and state laws, rules; and regulations regarding the privacy of personal health and other information of all Participants.

C. The relationship of the parties to this Agreement is that of an independent contractor Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

D. This Agreement shall be governed according to the laws of North Carolina.

E. Both parties agree to comply with all federal, state and local laws as it relates to the performance of this Agreement.

Additionally, PPCN will carry and maintain at its own expense during the entire term of this Agreement the following insurance coverages with a company or companies acceptable to the Employer:

1. **Worker's Compensation.** PPCN will carry: (i) a program of workers' compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all PPCN employees who provide services by or on behalf of PPCN and (ii) employers' liability insurance in an amount of the lesser of underlying limits required by the primary or lead umbrella insurer or One Million Dollars ($1,000,000).
2. **Commercial General Liability Insurance**. PPCN will carry Commercial General Liability insurance on an occurrence form, including Products Liability (including completed-operations coverage), coverage for contractual liability, personal and advertising injury in an amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.
3. **Errors and Omissions Liability Insurance or Professional Liability Insurance**. Errors and Omissions Liability Insurance or Professional Liability Insurance shall (a) insure the liability of PPCN by reason of any actual or alleged error, omission, negligent act or wrongful act of PPCN committed in rendering or failing to render any products or services in accordance with this Agreement; (b) provide limits of not less than One Million Dollars ($1,000,000) per occurrence/Thee Million ($3,000,000) annual aggregate
4. **Network Security & Privacy Insurance (Cyber)**: Such insurance shall insure (a) the liabilities caused by privacy or a breach of privacy regulations, including unauthorized disclosure of private health information, unauthorized access, or failure to protect a network security breach; (b) costs of Employer defending itself against regulatory actions by PPCN, and (c) Employer's costs of complying with data protection legislation, including notification to individuals whose personal information may have been compromised. PPCN shall maintain Network Security and Privacy liability limits of not less than One Million Dollars ($1,000,000) each claim/annual aggregate.
5. **Umbrella Liability**. PPCN will carry Umbrella Liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate

VIII. Ownership

Under the terms of this Agreement:

A. PPCN, LLC, as the developer of the Program, is the sole owner of the Program.
B. All standardized material developed and/or produced by PPCN, LLC for the Program (whether finished or unfinished) become, and thereafter, are the property of PPCN, LLC, but may be used under this Agreement by the Employer, the Pharmacist Participants, and the Participants
C. Only materials developed for internal use by the Employer for the implementation (finished or unfinished) become, and thereafter, are the property of the Employer.

XVI. Americans with Disabilities Act

The Vendor further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has amended and supplemented.

XVII. E-VERIFY

As a condition of payment for services rendered under this agreement, PPCN shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if PPCN provides the services to the City utilizing a subcontractor, PPCN shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well.

XVIII. IRAN DIVESTMENT ACT

PPCN certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or PPCN to monitor compliance with this restriction. Contracts valued at less than $1,000 00 are exempt from this restriction.

XIX. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

F. PPCN shall comply with the requirements of Article 2 of Chapter 64 (e-verify) of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

XII. Law

This Agreement shall be governed by and shall be construed in accordance with the Laws of the State of North Carolina.

XIII. Notices

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular and certified mail or overnight delivery, to the respective parties at the address set forth below:

Piedmont Pharmaceutical Care Network, LLC
Attn: Jason Moss, Director of Finance
802 Green Valley Rd Ste 106
Greensboro, North Carolina 27408-7099

Duplin County Government
Duplin County HR
224 Seminary Street (PO Box 910)
Kenansville, NC 28349

XIV. Terms and Conditions

This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

XV. Relationship of Parties

The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals on the day and year first written above

DUPLIN COUNTY

By: ________________	By: ________________
Print: Davis H. Brinson	Print: Dexter Edwards
Title: Clerk to Board	Title: Board of Commissioner
Date: October 4, 2021	Date: October 4, 2021

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

Tracy Chestnutt

Tracy Chesnutt, Finance Officer

Date: October 4, 2021

PIEDMONT PHARMACEUTICAL CARE NETWORK, LLC

By ________________	By: ________________
RONALD DEVIZIA	LARRY LONG
VP OF BUSINESS DEVELOPMENT	PRESIDENT
Date: 9/24/2021	Date: 9/24/2021

XX. COMPLIANCE WITH ALL LAWS.

PPCN warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.); the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

XXI. NONDISCRIMINATION

PPCN shall not discriminate against or deny the Contract's benefits to any person on the basis of: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local state or federal law.

XXII. **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 terminate this Agreement immediately, **to be effective at the end of the current funding period**, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	03	425	BUA	09/20/2021	09/20/2021	100421	chelsey.lanier	1	N	Hist	2022	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	6130	42600					T	OFFICE SUPPLIES		600.00	
2	6130	42724					T	CREDIT CARD CHARGES	560.00		
3	6130	43530					T	REPAIRS VEHICLES	40.00		
4	5170	42600					T	OFFICE SUPPLIES		1,470.28	
5	5170	42490					T	VEHICLE SUPPLIES	854.28		
6	5170	45100					T	CAPITAL OUTLAY	616.00		
								** 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
2022	03	444	BUA	09/21/2021	09/21/2021	100421	chelsey.lanier	1	N	Hist	2022	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	7400	42100					T	HOUSEKEEPING		640.00	
2	7400	43540					T	SOFTWARE MAINTENANCE	640.00		
								** 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
2022	03	634	BUA	09/29/2021	09/29/2021	100421	chelsey.lanier	1	N	Hist	2022	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4270	43520					T	REPAIRS & MAINTENANCE EQUIPME		876.76	
2	4270	43300					T	UTILITIES	876.76		
3	4380	41990					T	PROFESSIONAL SERVICES		700.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	03	634	BUA	09/29/2021	09/29/2021	100421	chelsey.lanier	1	N	Hist	2022	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
4	4380	43250					T	POSTAGE	700.00		
								** JOURNAL TOTAL	0.00	0.00	
								** GRAND TOTAL	0.00	0.00	

3 Journals printed

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

Fire Department Approval:

Signature: [signature]

Print or type name: Department Name: Rose Hill VFD

Date: 09/22/21

USPS Approval:

Signature: [signature]

Print or type name: Teachey Post Office

Department Name:

Date: 9/22/21

209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   - Name: Mark Teachey
   - Address: 168 Murphy Store Rd
   - City/State/Zip: Rose Hill NC 28458
   - Telephone: Work: 910-376-0637 Home:
2. MAIL DETERMINATON TO (If different than applicant information):
   - Name:
   - Address:
   - City/State/Zip:
3. ROAD LOCATION: Township Rockfish Range
   - DESCRIPTION: Corner of Wells Town & Frank Cottle 900 Block
4. PARCEL TAX-ID: 10-315
5. PROPOSED ROAD NAME: Rodriguez LN
   - BACKUP NAME 1: Tigres LN
   - BACKUP NAME 2: ~~Hummingbird~~ Gold Finch LN
   - (NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

The applicant hereby certifies that the signat[...] this petition constitute the required amount of accessing or adjoining the road to be named by this [...]

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

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: NICHOLAS WALSH
   Address: 234 HAW BRANCH ROAD
   City/State/Zip: RICHLANDS, NC, 28574
   Telephone: Work: ____________ Home: 615-653-21

2. MAIL DETERMINATON TO (If different than applicant information):
   Name: ____________
   Address: ____________
   City/State/Zip: ____________

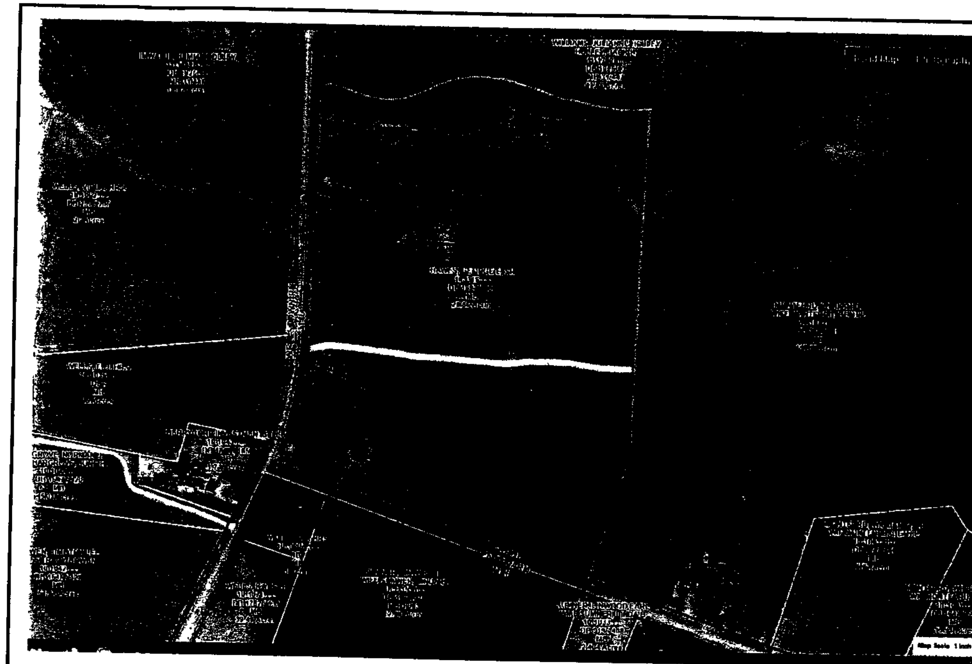
3. ROAD LOCATION: Township Limestone ange ?
   SR#1719
   DESCRIPTION: Lester Houston Rd Pink Hill

4. PARCEL TAX-ID: 07-21726

5. PROPOSED ROAD NAME: GRANDS LANE
   BACKUP NAME 1: JUNE LANE
   BACKUP NAME 2: HESSEN LANE
   (NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:
   Walsh Nicholas A   Sherri Stewart by Walsh

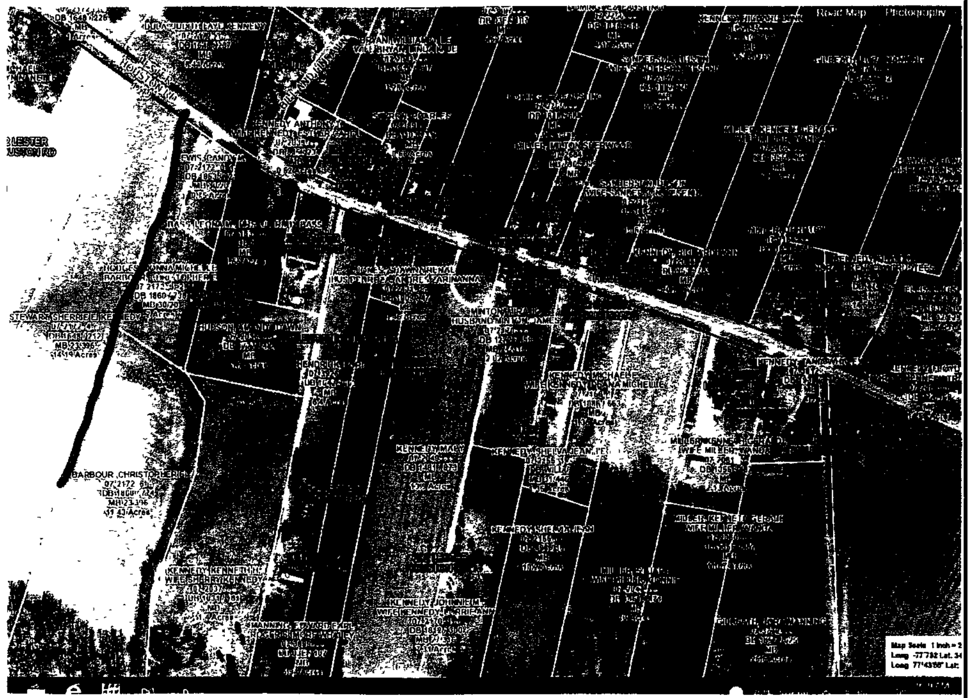
The applicant hereby certifies that the signatures on this petition constitute the required amount accessing or adjoining the road to be named by this petition



Instructions for what to do with attachments once approved:

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

000731



Instructions for what to do with attachments once approved:

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

Fire Department Approval:

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

Signature Michael . R. Cherry

Print or type name. Michael R. Cherry

Department Name: Potters Hill Fire Dept.

Date 8-25-21

USPS Approval:

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

Signature. Jeanette Kennedy

Print or type name. Jeanette Kennedy

Town Name Pink Hill NC 28572.

Date 8-25-21

Fire Department Approval:

Signature: [signature]

Print or type name: Scott Rouse

Department Name: Pleasant Grove VFD

Date: 9-15-21

USPS Approval:

Signature: ______

Print or type name: ______

Department Name: Mt Olive Office

Date: ______

[redacted] 003733

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

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Federico Ayala Rangel
   Address: 117 A) M-H-P Ln
   City/State/Zip: Mt. Olive NC 28365
   Telephone: Work: ______ Home: 252-526-7

2. MAIL DETERMINATON TO (If different than applicant information):
   Name: ______
   Address: ______
   City/State/Zip: ______

3. ROAD LOCATION: Township Glisson Range ______
   SR1508
   DESCRIPTION: @ 740 Kinsey Mill Rd Mt

4. PARCEL TAX-ID: 04-112

5. PROPOSED ROAD NAME: ______
   BACKUP NAME 1: Juanita Hernandez ~~Ln~~ Rd
   BACKUP NAME 2: ______
   (NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:
   Federico Ayala Rangel
   Juan Luis Ayala
   Alfonso [illegible]

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: CDAP - State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services, Administration for Community Living

CFDA #	93.324	Fiscal Year:	2021-2022
Grant Award #	90SAPG0099-02-00	Performance Period:	7/1/2021 - 6/30/2022
Cost Center:	16001636g21	Award Amount $	3,700.00
Account #	536405	Federal Award Date:	03/12/2021

Contract Between

Recipient:
State of North Carolina
Department of Insurance
SHIIP Division

Subreceipient:

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.

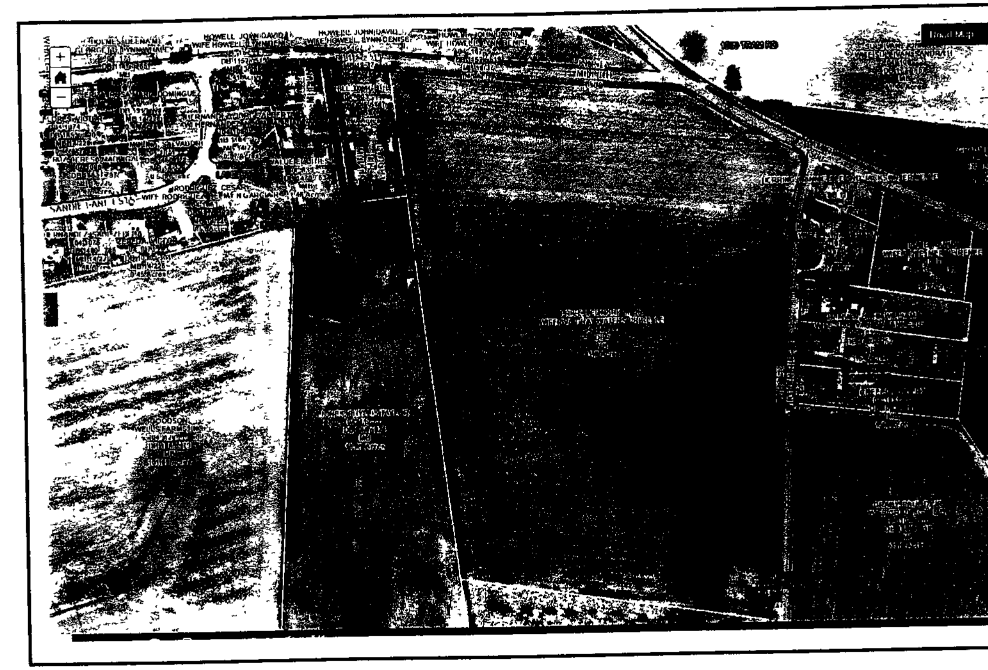
1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference.

(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 SHIIP Coordinating Site, 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 The



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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 January 31;
C) A final comprehensive report within sixty (60) days of the project end date, due on or before August 31

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 Receipient:	**For the Subreceipient:**
Melinda Munden, Deputy Commissioner	Melisa Brown
SHIIP Division	Duplin County/Services for the Aged
1201 Mail Service Center	P.O. Box 928
Raleigh, NC 27699-1201	Kenansville, NC 28349
Telephone: 919-807-6900	Telephone: 910-296-2140

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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 SHIIP services and related programs. Funds received

under this Contract shall be used to provide additional public funding for such services, the funds shall not be used to reduce the 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

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 multiunit 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

DocuSign Envelope ID F6D92A8F-C02E-4F6D-9519-D2964243433B

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 — Melissa Brown DATE: 10/05/2021

Division of SHIIP,

BY: DocuSigned by Melinda Munden — Melinda Munden DATE: 2021-09-21T12:00:00-04:00

BY: DocuSigned by Robert D. Croom — Robert D. Croom DATE: 10/05/2021

BY: DocuSigned by Michelle Osborne — Michelle Osborne DATE: 10/05/2021

Contract is not executed until last signature is obtained.

Reviewed by: DS KR DocuSigned by Kevin Robertson 156AAA415BB940C

Controller's Office Review: DS DL

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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

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 or 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.

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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

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 of 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

Subrecipient Response to Scope of Work:

Fiscal year 2021-2022, continues to present additional pandemic challenges in our overall operations. We realize this may be our new normal and we are trying to embrace the change and continue to implement alternate plans to serve our community with the SHIIP resources The agency will continue to seek opportunities to provide events in combination with meal distribution locations throughout Duplin County The agency and the congregate nutrition sites are open and providing service with the appropriate personal protective items for staff and volunteers

The agency plans to utilize grant funds in several categories to include salary/fringes, communication/phone/software maintenance/ postage, supplies (personal protective 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 (59%) is the primary person working with the clients, and the Director (41%) 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 communication (telephone expense), software expense, 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 clean chairs between clients in the office, etc.
In an effort to initiate and develop relationships with community partners, we plan to combine events with the Duplin County Health Department to promote the services available with the SHIIP program.

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

The SHIIP Coordinator and or Director will participate in the monthly coordinator calls, webinars, and the state wide virtual conference calls. 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

The volunteer celebration will be held with the overall agency recognition for all volunteers. We continue to actively seek those individuals that are willing to become volunteers with the SHIIP program. Volunteer recruitment has been a tremendous challenge. It is our overall goal to continue to recruit more volunteers that would be willing to assist with open enrollment and events as well as create new partnerships in the community.

000740

Attachment B

For the period 7/1/2021 - 6/30/2022

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 SHIIP 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. Initiate and develop relationships with local community partners such as, Community Health Centers, Chambers of Commerce, Realtor Associations, Food Banks/Pantry's, Local Senior Games, Area Agency on Aging, Parks & Recreation Departments, other Aging Programs, etc.... to promote SHIIP's toll-free number and services provided by SHIIP;
2. Provide ongoing Medicare counseling and enrollment assistance, including telephonic, virtual and/or in-person during the Medicare Open Enrollment Period of 10/15/21 through 12/07/21 and the Medicare Advantage Open Enrollment Period of 01/01/22 through 03/31/22;
3. Conduct a minimum of two (2) presentations in person or virtual - at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential Extra Help group in your county including information on the Senior Medicare Patrol Program, Medicare Fraud and new Medicare cards; and represent SHIIP at a minimum of two (2) health fairs/senior fairs/special events utilizing local certified SHIIP counselors;
4. Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms by the 15th of the month following the counseling session or event through the Federal reporting system STARS website for the date range of 4/1/2021 through 3/31/2022;
5. Counsel at least three (3) percent of the county's Medicare population and report in the Federal reporting system STARS for the date range of 4/1/2021 through 3/31/2022;
6. Reach out to 50 percent of the county's total population for Group Outreach and Education events and Media Outreach and Education events along with reporting in the Federal reporting system STARS for the date range of 4/1/2021 through 3/31/2022 (Group Outreach and Education events include: health fairs, senior fairs, interactive presentation to the public and enrollment events. Media Outreach and Education events include: television, radio, local newspapers, health fairs, promoting SHIIP on Agency website, newsletters, magazines, emails, flyers, digital banners, etc.);
7. Coordinate a county volunteer recognition event during the grant period providing volunteers with appreciation items from the North Carolina SHIIP office and engage your Regional Manager;
8. Coordinators will provide program information to county volunteers, including emails, SHIIP News and other materials received from the North Carolina SHIIP office; and
9. Participate in monthly Coordinator webinars/conference calls, follow-up meetings, SHIIP network trainings, and statewide and/or regional conferences (Dates TBD) during the reporting period. Funds should be allocated for possible phone costs, travel and/or meal reimbursement per agency guidelines.

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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 material 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 writing, 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.

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Attachment C

For the period 7/1/2021 - 6/30/2022

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 Coordinating Site, 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: $ 3,700.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.

Is this 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

Budget	Amount
Contractual	0
Construction	0
Supplies	772
Equipment	0
Other	501
Travel	200
Personnel	1526
Fringe	701
Total	3,700.00

Written description of pl[illegible]xpenditures:

The agency will utilize the grant funds to provide assistance with seniors and community members in the following manner:

Personnel: (59%) - Primary person serving clients (SHIIP Coordinator); (41%) - Director, completing budget reports, counseling, media outreach, etc.

Fringes: Social Security (117); Retirement (173); Insurance (401); Workers Compensation (10)

Supplies: Computer paper, computer ink, general office supplies preparing resouces packets/materials, clorox wipes to sanitize area between clients in office (clean chairs), etc.

Other: Communications (phone expense) (200); Postage for flyers/mailings (250); Software expense (email) (51)

Travel: (200) mileage expense for any outreach or counseling events outside the senioe center.

000740

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to adjourn until Monday, October 18th, 2021 for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.

Davis H. Brinson
Clerk to the Board

Attachment C

For the period 7/1/2021 - 6/30/2022

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 Coordinating Site, 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: $ 3,700.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.

Is this required by your local government?

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

Tracy Chestnutt

Budget	Amount
Contractual	0
Construction	0
Supplies	772
Equipment	
Other	501
Travel	200
Personnel	1526
Fringe	701
Total	3,700.00

Written description of planned expenditures:

The agency will utilize the grant funds to provide assistance with seniors and community members in the following manner:

Personnel: (59%) - Primary person serving clients (SHIIP Coordinator); (41%) - Director, completing budget reports, counseling, media outreach, etc.

Fringes: Social Security (117); Retirement (173); Insurance (401); Workers Compensation (10)

Supplies: Computer paper, computer ink, general office supplies preparing resouces packets/materials, clorox wipes to sanitize area between clients in office (clean chairs), etc.

Other: Communications (phone expense) (200); Postage for flyers/mailings (250); Software expense (email) (51)

Travel: (200) mileage expense for any outreach or counseling events outside the senioe center.

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 below as it will only restart the process. Thank you.

000741

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DocuSign

Certificate Of Completion

Envelope Id: F6D92A8FC02E4F6D9519D2964243433B		Status Completed
Subject Please DocuSign this document SHIIP Gov Exec Contracts.pdf		
Source Envelope		
Document Pages 17	Signatures 6	Envelope Originator
Certificate Pages 6	Initials 2	Kathy Moger
AutoNav Enabled		325 N Salisbury St
EnvelopeId Stamping Enabled		Raleigh, NC 27603
Time Zone (UTC-05 00) Eastern Time (US & Canada)		kathy moger@ncdoi gov
		IP Address 149.168 74 8

Record Tracking

Status Original 9/21/2021 8 46 57 AM	Holder Kathy Moger kathy moger@ncdoi gov	Location DocuSign
Security Appliance Status Connected	Pool StateLocal	
Storage Appliance Status Connected	Pool Carahsoft OBO North Carolina Department of Insurance	Location DocuSign

Signer Events	Signature	Timestamp
Kathy Moger kathy moger@ncdoi gov Administrative Assistant Department of Insurance Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted. 1/8/2021 3.39 36 PM ID 1168f731-8c6f-40be-a417-f1e0f33240c8	**Completed** Using IP Address 149 168 74 8	Sent 9/21/2021 8 47 44 AM Viewed 9/21/2021 8 47 57 AM Signed 9/21/2021 8 51 07 AM
Kevin Robertson kevin robertson@ncdoi gov NCSMP Program Director Department of Insurance Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS KR Signature Adoption Pre-selected Style Using IP Address 149 168 74 8	Sent 9/21/2021 8 51 12 AM Viewed 9/21/2021 8 56 00 AM Signed 9/21/2021 8 56 22 AM
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) **Electronic Record and Signature Disclosure:** Accepted 2/19/2021 9 07 23 AM ID c3429ee5-9930-481b-a4a7-5f2e8245fe27	DocuSigned by Melinda Munden 073C676LC36D4F7 Signature Adoption Pre-selected Style Using IP Address 149 168 74 8	Sent: 9/21/2021 8 56 27 AM Viewed. 9/21/2021 9 39 59 AM Signed 9/21/2021 9 40:12 AM
Melisa Brown melisab@duplincountync.com Director Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted 9/21/2021 3 43 31 PM ID 53ea8ea5-015e-42ad-b382-7baf6479c5ce	**Completed** Using IP Address 68 115 222 114	Sent. 9/21/2021 9:40 18 AM Viewed 9/21/2021 3 43 31 PM Signed 10/5/2021 3 56 09 PM

000743

Signer Events	Signature	Timestamp
Melisa Brown melisab@duplincountync com Director Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted 10/5/2021 3 56 52 PM ID 2b93564b-3003-4baa-80f6-55fed60e4a01	DocuSigned by Melisa Brown 82D8C0E1EFE84E6 Signature Adoption Pre-selected Style Using IP Address 68 115 222 114	Sent 10/5/2021 3 56 16 PM Viewed 10/5/2021 3 56 52 PM Signed 10/5/2021 4 00 00 PM
Kevin Robertson kevin robertson@ncdoi gov NCSMP Program Director Department of Insurance Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by Kevin Robertson 156AAA415B8940C Signature Adoption Pre-selected Style Using IP Address 149 168 74 8	Sent 10/5/2021 4 00 07 PM Viewed 10/5/2021 4 01 05 PM Signed 10/5/2021 4 01 12 PM
Darlene Langston Darlene Langston@ncdoi.gov Chief Financial Officer Department of Insurance Signing Group DOI BTA Approver Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS DL Signature Adoption Pre-selected Style Using IP Address 149 168 74 8	Sent 10/5/2021 4 01 20 PM Viewed 10/5/2021 4 10 29 PM Signed 10/5/2021 4 10 41 PM
Robert D Croom Robert Croom@ncdoi gov Attorney or Special Counsel- Administration Division Department of Insurance Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted 1/8/2021 4 04 03 PM ID 93f48c56-bce0-40cb-b74e-b2680ea228e5	DocuSigned by 57FCAC598AB8444 Signature Adoption Uploaded Signature Image Using IP Address 149 168 74 8	Sent 10/5/2021 4 10:50 PM Viewed 10/5/2021 5 15 10 PM Signed 10/5/2021 5 15 32 PM
Michelle Osborne michelle osborne@ncdoi gov Chief Deputy Commissioner Department of Insurance Security Level Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by Michelle Osborne E4BBB5B379E9482 Signature Adoption Pre-selected Style Using IP Address 149 168 74 8	Sent 10/5/2021 5.15 40 PM Viewed 10/6/2021 12 18 20 PM Signed 10/6/2021 12 18 37 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/21/2021 8 47 44 AM
Certified Delivered	Security Checked	10/6/2021 12 18 20 PM
Signing Complete	Security Checked	10/6/2021 12 18 37 PM
Completed	Security Checked	10/6/2021 12 18 37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on 1/4/2021 1 44 51 PM
Parties agreed to: Kathy Moger, Melinda Munden, Melisa Brown, Melisa Brown, Robert D Croom

CONSUMER DISCLOSURE

From time to time, The Office of the State Controller (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us

How to contact The Office of the State Controller:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: charles.richards@nc.gov

To advise The Office of the State Controller of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at charles.richards@nc.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from The Office of the State Controller
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to charles.richards@nc.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number We will bill you for any fees at that time, if any
To withdraw your consent with The Office of the State Controller

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to charles.richards@nc.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Office of the State Controller as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Office of the State Controller during the course of my relationship with you.

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

1. **Purpose of Agreement**

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

2. **Availability of Funds**

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

3. **Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2021 to June 30, 2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. **Project Implementation**

   a. Scope of Project. **Duplin County Area Transportation will use funds for operating costs related to the enhanced mobility of seniors and individuals with disabilities.**

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

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DUPLIN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

Federal Award Identification

Application Number:	**1000010380**
NCDOT Project Number:	**22-ED-012**
Approved Indirect Cost Rate	**NA**
FAIN Number(s).	**NC-2021-057-00**
CFDA Number:	**20.513**
DUNS Number·	**095124798**
Total Amount of Award (Federal/State/Local):	**$40,000**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☒ **5307 Urbanized Area Formula Grant**
- ☒ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **FOURTY THOUSAND DOLLARS ($40,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (50%)	Operating State (0%)	Operating Local (50%)
51001.65.5.2	$40,000	$20,000	$0	$20,000
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$40,000	$20,000	$0	$20,000

6. Project Expenditures, Payments, and Reimbursement

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

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

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

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

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

iv. Supporting documentation for proof of payment may be requested.

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

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

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

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

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

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

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

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

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

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

vi. Satisfactorily documented

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Accounting Records

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

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

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

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

9. Compliance with Laws and Regulations

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

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

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

8. Reporting, Record Retention, and Access

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

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

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

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

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

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

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

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Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

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

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

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

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

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

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f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

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

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

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

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

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

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:

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

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

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

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

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

17. Additional Repayment Requirements and Remedies

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

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

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

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

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

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

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

1) It will not use any violating facilities;

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

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

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

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

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

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

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

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

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

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

f) Disqualified from participation in ay federally assisted Award.

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

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

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

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

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

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

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

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

3. Any other federal Charter Service regulations; or

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

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

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

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

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

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

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

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

3. Any other Federal School Bus regulations; or

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

If Subrecipient violates this School Bus Agreement, FTA may:

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

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

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

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

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

23. Contract Administrators.

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

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

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 566000296

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2022**

BY: ____________________

TITLE: **CHAIRPERSON**

ATTEST: ____________________

TITLE: ____________________

DEPARTMENT OF TRANSPORTATION

BY: ____________________

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

ATTEST: ____________________

TITLE: ____________________

For the Department:

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

For the Subrecipient:

Name: Dexter Edwards

Title: Chairman, Board of County Commissioners

Agency: Duplin County

Address: PO Box 950, Kenansville, NC 28349

Email: dexter.edwards@duplincountync.com

Phone: 910-296-2100

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS
PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.

2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators: For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means".**

3. ***Do not date the agreements***. This will be done upon execution by the department.

4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

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Attachment
Certification Regarding Lobbying

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

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

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

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

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

Subrecipient's Authorized Representative. ____________________

Title: ____________________

Date: ____________________

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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DUPLIN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

Federal Award Identification

Application Number:	**1000010380**
NCDOT Project Number:	**22-ED-012**
Approved Indirect Cost Rate:	**NA**
FAIN Number(s):	**NC-2021-057-00**
CFDA Number:	**20.513**
DUNS Number:	**095124798**
Total Amount of Award (Federal/State/Local)	**$40,000**

Agreement Number: 2000051628

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☒ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the 14th day of October, 20 21, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **DUPLIN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

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

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2021 to June 30, 2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Duplin County Area Transportation will use funds for operating costs related to the enhanced mobility of seniors and individuals with disabilities.**

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

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **FOURTY THOUSAND DOLLARS ($40,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (50%)	Operating State (0%)	Operating Local (50%)
51001.65.5.2	$40,000	$20,000	$0	$20,000
Agreement #	2000051628			
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$40,000	$20,000	$0	$20,000

6. Project Expenditures, Payments, and Reimbursement

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

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

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

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

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

iv. Supporting documentation for proof of payment may be requested.

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

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

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

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

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

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

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

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

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

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

vi. Satisfactorily documented

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Accounting Records

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

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

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

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

9. Compliance with Laws and Regulations

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

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

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

8. Reporting, Record Retention, and Access

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

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

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

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

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

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

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

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12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

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

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

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

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

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

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

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

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

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

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

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:

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

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

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

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

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

17. Additional Repayment Requirements and Remedies

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

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

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

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, October 4th, 2021

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, October 4th, 2021 in the Commissioners Room located at 225 Seminary Street, Kenansville, NC.

Present: Commissioners Dexter Edwards, Kennedy Thompson, Jesse Dowe, III., Wayne Branch and Elwood Garner.

Also Present: Mr. George H. Futrelle, Assistant County Manager; Mr. Tim Wilson, County Attorney; Ms. Tracy Chestnutt, Finance Officer; and Mrs. Jaime Carr, Assistant Register of Deeds.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Mr. George Futrelle. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved of the proposed meeting agenda and if any member or the Assistant County Manager/Clerk to the Board wished to make any changes or additions to the agenda.

Mr. George Futrelle, Assistant County Manager, requested that the board add Angel Venecia, Director of Public Transportation, regarding a request concerning the Rural Operating Assistance Program and the 5310 Enhanced Mobility for Seniors with Disabilities Grant Agreement.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the October 4th, 2021 meeting agenda with the addition of Angel Venecia, Director of Public Transportation.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the September 20th, 2021 Board of Commissioners meeting.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve consent agenda, which included the following:

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

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

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

3. Any other Federal School Bus regulations; or

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

If Subrecipient violates this School Bus Agreement, FTA may:

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

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

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

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

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

23. Contract Administrators.

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

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

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

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

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

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

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

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

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

1) It will not use any violating facilities;

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

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

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

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

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 566000296

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2022**

BY: DocuSigned by Dexter Edwards F1B05EF1A807455

TITLE: **CHAIRPERSON**

ATTEST: DocuSigned by: Davis Brinson A3AE92150FAE44F

TITLE: Clerk to the Board

DEPARTMENT OF TRANSPORTATION

DS RB

BY: DocuSigned by Julie White B1309F15DE4B46B

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

ATTEST: DocuSigned by Dana Friedrichs CC1CE0E85A944DB

TITLE: Processing Agent

For the Department:

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

For the Subrecipient:

Name: Dexter Edwards

Title: Chairman, Board of County Commissioners

Agency: Duplin County

Address: PO Box 950, Kenansville, NC 28349

Email: dexter.edwards@duplincountync.com

Phone: 910-296-2100

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 1, 2021

Kennedy Thompson, Chairperson
Duplin County Government
224 Seminary Street
Kenansville, North Carolina 28349

RE: FY22 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program
Project No 22-ED-012
WBS Element No.. 51001 65.5.2 Operating
Period of Performance. 07/01/2021 - 06/30/2022
Agreement Number: 2000051628

Dear Chairperson Thompson:

On February 4, 2021, the Board of Transportation approved your organization's request for an FY22 Enhanced Mobility of Seniors & Individuals with Disabilities Grant in the amount of $40,000 The agreement to be executed between Duplin County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

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

Sincerely,

Ryan Brumfield
Director

RB\mf
Attachments

Attachment
Certification Regarding Lobbying

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

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

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

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

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

Subrecipient's Authorized Representative: DocuSigned by: Dexter Edwards
F1B03EF1A607433

Title: Chairperson

Date: 10/7/2021

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT. 22-ED-012
SPONSOR: DUPLIN COUNTY
WBS: 51001 65.5.2

DEPARTMENT 5312 - OPERATING I

OBJECT	DESCRIPITION	APPROVED BUDGET
G313	Trans Clients/Oth.	40,000
	TOTAL OPERATING	**$ 40,000**

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER. 22-ED-012
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2021

PROJECT SPONSOR DUPLIN COUNTY
PROJECT DESCRIPTION FY22 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABLITIES PROGRAM

I. TOTAL PROJECT EXPENDITURES
DEPARTMENT - 5312 OPERATING- 51001.65 5.2 $40,000
PERIOD OF PERFORMANCE JULY 01, 2021 - JUNE 30, 2022

II TOTAL PROJECT FUNDING

		TOTAL	FEDERAL	STATE	LOCAL
OPERATING	51001.65.5.2	100%	50%	0%	50%
AGREEMENT #	2000051628	$40,000	$20,000	$0	$20,000
TOTAL		$40,000	$20,000	$0	$20,000

000763

000770

PROGRAM SUMMARY SHEET REQUIREMENTS

NORTH CAROLINA
Department of Transportation

5310
Enhanced Mobility for Senio[rs] and Individuals with Disabiliti[es]
FEDERAL

Operating, Capital

PRINCIPLE	This guidance is for all subrecipients receiving capital, or operating assistance to support public transportation that is specifically planned to meet the needs of senior citizens (age 65 or older) and/or individuals with disabilities.
ELIGIBLE SUBRECIPIENTS and ACTIVIES	States or local government authorities, private non-profit organizations, or operators of public transportation. Eligibility and eligibility requirements are discussed in PTD's procedures and the annual call for projects.
ELIGIBLE SERVICE and SERVICE AREA	The Section 5310 program covers both the urban and rural areas of a county The projects developed under this program must be designed to meet the needs of seniors and individuals with disabilities. Capital projects include purchasing lift-equipped vehicles, mobility management programs, or purchase of transportation services **Traditional Section 5310 project examples include:** buses and vans wheelchair lifts, ramps, and securement devices transit-related information technology systems, including scheduling/routing/one-call systems mobility management programs acquisition of transportation services under a contract, lease, or other arrangement **Nonprofit organizations are only eligible to purchase transportation services from the designated 5311 subrecipient Operating assistance for Community Transportation systems may be provided if the capital needs are met in the competitive call for projects. PTD defines the eligible services and organizations in the annual call for projects **Nontraditional Section 5310 project examples include:** travel training volunteer driver programs building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features improving signage, or way-finding technology purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs mobility management programs
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients should have sufficient funds to operate and maintain the NCDOT funded program for at least 3 months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days
AUDIT REPORTS	Subrecipients that expend more than $500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit

000771

and FINANCIAL STATEMENTS	required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder When the project equipment has been replaced, NCDOT will release the lien Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are required to be entered in Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	Incidental use of FTA-funded assets requires prior FTA approval. PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Vehicles and equipment purchased with state and federal transit funds are based on use for public transportation. FTA and PTD allow incidental use of vehicles and equipment under the following conditions: the incidental use does not interfere with the public transit services for which it was originally obtained, incidental use must cover the cost for the use, incidental use may include meal and parcel delivery, and the incidental use does not exceed 20 percent of the total use of a vehicle.
PROGRAM REPORTING	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).** Non-profit organizations must submit a quarterly report regardless if they are submitting a claim for reimbursement.
OVERSIGHT	Oversight is performed through annual on-site site visits and desk reviews, proficiency reviews, system safety program reviews and reviews triggered as areas of concern
OTHER REQUIREMENTS	Matching funds percentage can be found in the State Management Plan and in the program overview. All projects must be included in a locally developed, coordinated public transit human service transportation plan
REFERENCES	Section 5310 Circular - C 9070 1G NCPTD 5310 Program Overview Third Party Contracting Guidance 4220.1F Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: April 10, 2017 Last Amended Date.

CERTIFIED STATEMENT
FY2022
RURAL OPERATING ASSISTANCE PROGRAM
County of **Duplin**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2021 to June 30, 2022 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Duplin North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

Application for Transportation Operating Assistance

FY2022 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	**Duplin**
County Manager	**Davis Brinson**
County Manager's Email Address	dbrinson@duplincountync.com
County Finance Officer	**Tracy Chestnutt**
CFO's Email Address	tracy.chestnutt@duplincountync.com
CFO's Phone Number	910-296-2104
Person Completing this Application	**Angel Venecia**
Person's Job Title	Director
Person's Email Address	angel.venecia@duplincountync.com
Person's Phone Number	910-296-2333
Community Transportation System	**Duplin County Public Transportation**
Name of Transit Contact Person	Angel Venecia
Transit Contact Person's Email Address	angel.venecia@duplincountync.com

Application Completed by: Angel Venecia Signature Date: 10/12/2021

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposed to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: Angel Venecia Signature Date: 10/12/2021

County Manager: Davis H. Brinson Signature Date: Oct. 12, 2021

County Finance Officer: Tracy Chestnutt Signature Date: 10-12-21

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2022 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2022 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	$79,773	$79,773
Employment Transportation Assistance Program (EMPL)	$17,258	$17,258
Rural General Public Program (RGP)	$102,233	$102,233
TOTAL	$199,264	$199,264

WITNESS my hand and county seal, this 12th **day of** October, 2021.

Davis H. Brinson
Signature of County Manager/Administrator

Davis H. Brinson
Printed Name of County Manager/Administrator

Tracy Chestnutt
Signature of County Finance Officer

Tracy Chestnutt
Printed Name of County Finance Officer

State of North Carolina County of

County Seal Here

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Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system

FY2022 ROAP Program Schedule

Application Deadline — **October 1, 2021**

Anticipated Funds Disbursement — **October 30, 2021**

***Counties with unspent FY 2020/FY 2021 Carryover funding will retain the funds and the allocation will be adjusted accordingly.**

***Monthly reports due on 30th of month following reporting period.**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities *as described in Appendix A of the ROAP Guidance.***
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	**Yes**	**No**
A Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	XX	
B Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	XX	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	XX	
Financial Management of ROAP Funds	**Yes**	**No**
D Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?		XX
E If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? ***(Include a sample agreement with application)***		XX
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? ***(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)***		XX
G Are ROAP funds deposited in an interest-bearing account?	XX	
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		XX
Monitoring and Oversight Responsibilities	**Yes**	**No**
I Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? **age/disability**	XX	
J Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	XX	

K Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? ***(Matching funds for operating assistance or purchase of service only.)***

5310 Elderly Individuals and Individuals with Disabilities Program
5311 - Non-urbanized Area Formula Program
5316 – Job Access and Reverse Commute Program (JARC)
5317 – New Freedom Program

L. Will any of the subrecipients charge a fare for a ROAP funded trip? XX

M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? EDTAP Application

N Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	XX	

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RESOLUTION 2021 - 14

County of Duplin

Office of the County Commissioners

RESOLUTION TO DELAY DUPLIN COUNTY'S NEXT SCHEDULED REVALUATION FROM JANUARY 1, 2022, TO JANUARY 1, 2023 AND TO IMPLEMENT SUBSEQUENT REAPPRAISALS EVERY FOUR YEARS

State of North Carolina

County of Duplin

WHEREAS, Duplin County adopted a resolution on March 18, 2019 to delay the next reappraisal from January 1, 2021 to January 1, 2022 and to implement subsequent revaluations every four years; and

WHEREAS, Duplin County desires to delay the next revaluation one year to 2023 but to continue subsequent revaluations every four years thereafter;

NOW, THEREFORE BE IT RESOLVED, by the Duplin County Board of County Commissioners ("Board") that the next scheduled revaluation will be January 1, 2023, and subsequent revaluations will be every four years thereafter; and

BE IT FURTHER RESOLVED, that when the county budget for each succeeding fiscal year is in preparation, the Board, with the County Manager and Assessor, shall review the progress of the reappraisal work, and the Board shall appropriate to the special reserve fund such funds for reappraisal completion of the reappraisal work on schedule for a quadrennial revaluation cycle; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded promptly by the Clerk of the Board to the North Carolina Department of Revenue as required by G.S. 105-286.

Adopted this the 4th day of October, 2021.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest:
Davis H. Brinson
Clerk to the Board of Commissioners

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Short Form Lease Agreement No. 2210131483

Owner ("we" or "us")
Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Customer name and address ("You" and "Your")	
DUPLIN COUNTY 209 SEMINARY ST KENANSVILLE, North Carolina 28349	**Equipment location:** 209 SEMINARY ST, KENANSVILLE, North Carolina 28349 **Supplier:** Stryker Sales, LLC 3800 E. Centre Avenue, Portage, MI 49002 **Equipment description:** (see attached Exhibit A which is a part of this Agreement.)

Payment information

# of lease payments	Payment frequency	Lease payment
5	Annual	$70,396 58 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

Terms of Agreement in months 49
Equipment purchase option Fair Market Value Option
Equipment purchase option shall be FMV unless another option is stated above.

Security deposit	First period payment	Other	Total payment enclosed
$0 00	+ $0 00	+ $ 0 00	= $ 0 00

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed aboveand on any attached schedule in accordance with the terms of this Agreement (this "Agreement") This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or $10 00, whichever is greater We may charge you a fee of $55.00 for any check that is returned You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at https //www theice com/marketdata/reports/180, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance No acceptance of any item of Equipment may be revoked by you

2. Title and laws: Unless you have a $1 00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply withthe terms of this Agreement If you have a $1 00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES,EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations The Equipment cannot be moved from the location above without our prior written consent **STRYKER SALES, LLC (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY ORFITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warrantees or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warrantees to you.**

4. Assignment. You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC"

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage If any such loss or damage occurs you still must satisfy all of your Obligations You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i e , sales, use and personal property) and charges in connection with ownership and use of the Equipment We may charge you a processing fee for administering property tax filings To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefitscaused by your act or omission

7. Default remedies: You are in default under this Agreement if a) you fail to pay a Payment or any other amount when due, or b) you breach any other obligation under this Agreement or any other agreement with us, or c) your principal owner or any guarantor of this Agreement dies, d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold, or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates Upon default, we may a) declare the entire balance of unpaid Payments for the full Term immediately due and payable, b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of d[illegible] e lesser of (i) a per annum interest rate equivalent to that of a U S Treasury constant maturity obligation (as reported by the U S Treasury Department) tha[illegible] ve a repayment term equal to the remaining Term, all as reasonably determined by

stryker

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t 1-888-308-3146 f 877-204-1332
www.stryker com

Date July 13, 2021

RE Reference no 2210131483

DUPLIN COUNTY
209 SEMINARY ST
KENANSVILLE, North Carolina 28349

Thank you for choosing Stryker for your equipment needs Enclosed please find the documents necessary to enter into the arrangement Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum

****Conditions of Approval: Insurance Authorization and Verification,State and Local Government Rider.**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	56-6000210	**AP address:**	P.O.Box 950 Kenansville, NC 28349
Purchase order number:		**Contact name:**	Chelsey Lanier
Phone number:	910-296-2104	**Email address:**	Chelsey.lanier@duplincountync.com

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Curtis Orr and can be reached at 269-389-1437 or by email curtis orr@stryker com for any questions regarding these documents

The proposal evidenced by these documents is valid through the last business day of July, 2021

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

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Exhibit A to Short Form Lease Agreement Number 2210131483
Description of equipment

Customer name. DUPLIN COUNTY
Delivery address: 209 SEMINARY ST. KENANSVILLE North Carolina 28349

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	14
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	14
21330-001176	BATTERY PACK-LI-ION	42
21300-008159	NIBP - TUBING, 6FT, BAYONET, UDI	14
11160-000011	NIBP CUFF-REUSEABLE,INFANT BAYONET	14
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	14
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	14
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	14
11577-000002	KIT - CARRY BAG, MAIN BAG	14
11220-000028	TOP POUCH	14
11260-000039	KIT - CARRY BAG REAR POUCH, 3RD EDITION	14
11996-000093	ELECTRODE-EDGE,PED QC RTS,INTL	14
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	14
11171-000049	RAINBOW DCI ADT REUSABLESENSOR, REF 2696,ROHS	14
11171-000040	M-LNCS PED ADHESIVE SENSOR,20/BOX, REF 2510,ROHS	7
21996-000109	GATEWAY, WIRELESS, TITANIII	14
TR-LP12B-LP15	TR-SYK LP 12B TO LP15	2
TR-LP15V4-LP15	TR-SYK LP15V4 TO LP15	12

Total equipment: $331 140 15

Service coverage

Model number	Service coverage description	Quantity	Years
78000008	LP15 On Site Prevent w batt	14	4 0

Total service coverage $85,680.00

Total Amount: $416,820 15

Customer signature	
Signature: [signature]	Date: 10/4/21
Print name: Dexter Edwards	
Title: Chairman	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date.
Print name:	
Title:	

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Short Form Lease Agreement No. 2210131483

us, or (ii) 3% per annum, but only to the extent permitted by law, c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid, and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement Any return or repossession will not be considered an Agreement termination or cancellation If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations You remain liable for any deficiency with any excess being retained by us

8. End of term You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct Any FMV purchase option amount will be determined by us based on the Equipment's in place value If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent If the $1 00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus $1 00 (and any applicable taxes) Any purchase of the Equipment by you pursuant to a purchase option or $1 00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights This Agreement shall be governed and construed in accordance with the laws of Michigan You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder If you failto pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public healthcoverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components You acknowledge that you have not received any tax or accounting advice from us You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request You authorize us to share such information with our affiliates, subsidiaries and Assignees **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warrantees made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature: [signature]	Date: 10/4/21
Print name: Dexter Edwards	
Title: Chairman	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date·
Print name:	
Title:	

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

Tracy Chestnutt
Finance Officer

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State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 2210131483** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and DUPLIN COUNTY **("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1 Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth, (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment, (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, areacting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine, (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms, and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunderuntil the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year

2 To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made

3 Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner

4 If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date

5 Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written

Customer signature	
Signature: [signature]	Date: 10/4/21
Print name: Dexter Edwards	
Title: Chairman	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

stryker

Insurance Authorization and Verification

Date: July 13, 2021

Short Form Lease Agreement Number 2210131483

To: DUPLIN COUNTY ("Customer")
209 SEMINARY ST
KENANSVILLE , North Carolina 28349

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft

Creditor, and its successors and assigns shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $331,140.15 with deductibles no more than $10,000.00.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below 1) to complete and return this form as indicated, and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above

Insurance agency: NCACC Joint Risk Management Agency

Agent name: Jo-Ann West

Address 323 W. Jones St., Suite 500, Raleigh, NC 27603-1375

Phone/fax: 919-719-1131

Email address: JO-ANN.WEST@NCACC.ORG

DUPLIN COUNTY	
Signature: [signature]	Date: 10/4/21
Print name: Dexter Edwards	
Title: Chairman	

*Customer Creditor will fax the executed form to your insurance agency for endorsement In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense Should you have any questions please contact Curtis Orr at 269-389-1437

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name.	
Carrier policy number :	
Policy expiration date:	

Insurable value. $331,140.15

ATTACHED· PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 2210131483

See Exhibit A to Short Form Lease Agreement Number 2210131483

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

000778

'ITIZEN PARTICIPATION PLAN

This plan describes how Duplin County will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

- To serve as an advisory committee to the project;
- To attend or hold public hearings or community meetings; and
- To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Managers or designated County official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with Duplin County Duplin County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with Duplin County and their comments considered prior to acting. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year The Program Amendment will be asked to provide citizen commentary for the Duplin County Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to the County Manager. Duplin County respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Duplin County Chief Elected Official who shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention. Citizen Participation Matter Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

stryker

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ADDENDUM TO SHORT FORM LEASE AGREEMENT NO. 2210131483 AND STATE AND LOCAL GOVERNMENT CUSTOMER RIDER THERETO BETWEEN FLEX FINANICAL,A DIVISION OF STRYKER SALES, LLC AND DUPLIN COUNTY

This Addendum is hereby made a part of the agreement described above (the "Agreement"), and the State and Local Government Customer Rider thereto ("SLG Rider") In the event of a conflict between the provisions of this Addendumand the provisions of the Agreement, or the provisions of this Addendum and the provisions of the SLG Rider, the provisions of this Addendum shall control

The parties hereby agree as follows

1 The third sentence of section 9 of the Agreement is hereby amended in its entirety to read as follows

"This Agreement shall be governed and construed in accordance with the laws of *North Carolina* "

2 The following provision hereby replaces the entirety of Section number 3 of the SLG Rider

'All funds for payment by the Customer under the Agreement are subject to the availability of any annual appropriation for this purpose by the Duplin County Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Agreement (a 'Non-Appropriation Event"), Customer will terminate the Agreement, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by the Agreement is spent, whichever occurs first ("Termination Date") If at any time funds are not appropriated for the continuance of the Agreement, Owner shall accept cancellation with thirty (30) days prior written notice ("Termination Notice"), but failure to give such notice shall be of no effect and the Customer shall not be obligated under this Agreement beyond the date of termination "

Customer Signature	
Signature: [signature]	Date: 10/4/21
Print name: Dexter Edwards	
Title: Chairman	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

000779

Resolution by the
Duplin County Board of Commissioners
2021 Community Development Block Grant
Neighborhood Revitalization (CDBG-NR)
Application

WHEREAS, Duplin County has indicated its desire to assist in community development efforts for low-moderate income owner-occupied housing within Duplin County; and,

WHEREAS, Duplin County has held two public hearings concerning the proposed application for CDBG-NR to benefit low-moderate income owner-occupied housing within Duplin County; and,

WHEREAS, Duplin County desires to pursue a formal application for CDBG-NR funding to benefit low-moderate income owner-occupied housing within the County; and,

WHEREAS, Duplin County certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program

NOW, THEREFORE BE IT RESOLVED, by the Duplin County Board of Commissioners, Duplin County is authorized to submit a formal application to the North Carolina Department of Commerce for CDBG-NR funds to benefit low-moderate income owner-occupied housing within the County

Adopted this day, October 4, 2021, in Duplin County North Carolina.

Dexter B Edwards
Chairman

ATTEST

Davis H Brinson
Clerk to the Board

Seal

TECHNICAL ASSISTANCE
Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Duplin County Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to Duplin County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts

PUBLIC INFORMATION
Duplin County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1 Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered These notices will also be made available in the form of website press releases and will be provided to churches within the target area of distribution
2. Orientation Information will be provided at the first public hearing. The Program Manager will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3 A Public File containing program documentation will be available for review at Duplin County during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan, and the Annual Performance Report. Other program documents are also available for citizen review on request at Duplin County consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4 Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals with adequate notice to put such individuals in place.

The County Manager is authorized to amend this Policy as needed for effective and efficient execution of the program.

Approved, this day, October 4, 2021, as part of the Board authorization to apply.

Dexter B Edwards
Chairman

Davis H Brinson
Clerk to the Board

(Seal)

L. SETTLEMENT CHARGES

	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. TOTAL COMMISSION Based on Price $ 250,000.00 @ 6.0000 % 15,000.00		
Division of Commission (line 700) as Fo		
701. $ 15,000.00 to Draughon Realty & Appraisal		
702. $ to Less Deposit Retained 1,000.00		
703. Commission Paid at Settlement		
704. to		14,000.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee % to		
802. Loan Discount % to		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mortgage Ins. App. Fee to		
807. Assumption Fee to		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest From to @ $ /day (days %)		
902. MIP Totins. for LifeOfLoan for months to		
903. Hazard Insurance Premium for 1.0 years to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance months @ $ per month		
1002. Mortgage Insurance months @ $ per month		
1003. City/Town Taxes months @ $ per month		
1004. County Taxes months @ $ per month		
1005. Assessments months @ $ per month		
1006. months @ $ per month		
1007. months @ $ per month		
1008. months @ $ per month		
1100. TITLE CHARGES		
1101. Settlement or Closing Fee to Mewborn & DeSelms, Attorneys at Law		
1102. Abstract or Title Search to	900.00	
1103. Title Examination to		
1104. Title Insurance Binder to		
1105. Document Preparation to Mewborn & DeSelms, Attorneys at Law		
1106. Notary Fees to		275.00
1107. Attorney's Fees to		
(includes above item numbers:)		
1108. Title Insurance to Chicago Title Insurance		
(includes above item numbers:)	389.50	
1109. Lender's Coverage $		
1110. Owner's Coverage $		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording Fees: Deed $ 26.00 ; Mortgage $; Releases $		
1202. City/County Tax/Stamps: Deed ; Mortgage	26.00	
1203. State Tax/Stamps: Revenue Stamps 500.00; Mortgage		
1204. E-recording to Mewborn & DeSelms, Attorneys at Law		500.00
1205.	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest Inspection to		
1303. 2021 Property Taxes to Duplin County Tax Collector		
1304.		3,560.78
1305.		
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)	1,320.50	18,335.78

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Mewborn & DeSelms, Attorneys at Law
Settlement Agent

(19BUS1538 / 19BUS1538 / 12)

OMB NO. 2502-0265

000782

A	B TYPE OF LOAN
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1 ☐ FHA 2 ☐ ... 3 ☐ CONV UNINS. 4 ☐ VA 5 ☐ CONV INS 6 FILE NUMBER 19BUS1538 · 7 LOAN NUMBER 8 MORTGAGE INS CASE NUMBER

C NOTE *This form is furnished to give you a statement of actual settlement costs Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*
1 0 3/98 (DUPLINSTREETPFD/19BUS1538/12)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Duplin County PO Box 910 Kenansville NC 28349	Timothy D Cates and wife, Brenda B Cates	CASH

G PROPERTY LOCATION	H SETTLEMENT AGENT 56-2068351	I SETTLEMENT DATE
212 & 214 Duplin Street Kenansville NC 28349 Duplin County, North Carolina	Mewborn & DeSelms, Attorneys at Law PLACE OF SETTLEMENT 829 Gum Branch Road, Suite C Jacksonville, NC 28540	October 5, 2021

J SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:		
101 Contract Sales Price		250 000 00
102 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		1,320.50
104		
105		
Adjustments For Items Paid By Seller in advance		
106 City/Town Taxes	to	
107 County Taxes	10/06/21 to 01/01/22	848 73
108 Assessments	to	
109		
110		
111		
112		
120 GROSS AMOUNT DUE FROM BORROWER		252,169 23
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201 Deposit or earnest money		1,000 00
202 Principal Amount of New Loan(s)		
203 Existing loan(s) taken subject to		
204		
205		
206		
207		
208 October Rent		910 00
209		
Adjustments For Items Unpaid By Seller		
210 City/Town Taxes	to	
211 County Taxes	to	
212 Assessments	to	
213		
214		
215		
216		
217		
218		
219		
220 TOTAL PAID BY/FOR BORROWER		1,910 00
300. CASH AT SETTLEMENT FROM/TO BORROWER:		
301 Gross Amount Due From Borrower (Line 120)		252,169 23
302 Less Amount Paid By/For Borrower (Line 220)		(1,910 00)
303 CASH (X FROM) (TO) BORROWER		250,259 23

K SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401 Contract Sales Price		250,000 00
402 Personal Property		
403		
404		
405		
Adjustments For Items Paid By Seller in advance		
406 City/Town Taxes	to	
407 County Taxes	10/06/21 to 01/01/22	848 73
408 Assessments	to	
409		
410		
411		
412		
420 GROSS AMOUNT DUE TO SELLER		250,848 73
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501 Excess Deposit (See Instructions)		
502 Settlement Charges to Seller (Line 1400)		18,335 78
503 Existing loan(s) taken subject to		
504 Payoff First Mortgage		
505 Payoff Second Mortgage		
506 Deposit retained by broker		1,000 00
507		
508 October Rent		910 00
509		
Adjustments For Items Unpaid By Seller		
510 City/Town Taxes	to	
511 County Taxes	to	
512 Assessments	to	
513		
514		
515		
516		
517		
518		
519		
520 TOTAL REDUCTION AMOUNT DUE SELLER		20,245.78
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601 Gross Amount Due To Seller (Line 420)		250,848 73
602 Less Reductions Due Seller (Line 520)		(20,245 78)
603 CASH (X TO) (FROM) SELLER		230,602 95

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower
Duplin County

Seller
Timothy D Cates

Brenda B Cates

000781

HUD-1 (3-86) RESPA HB4305 2

BUYER / SELLER CERTIFICATION

Borrower: Duplin County
Seller: Timothy D. Cates and wife, Brenda B Cates
Lender: CASH
Settlement Agent: Mewborn & DeSelms, Attorneys at Law
(910)455-9755
Place of Settlement: 829 Gum Branch Road, Suite C
Jacksonville, NC 28540
Settlement Date: October 5, 2021
Property Location: 212 & 214 Duplin Street
Kenansville, NC 28349
Duplin County, North Carolina

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages Seller acknowledges payment in full of the proceeds due Seller from the settlement.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof, the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction I further certify that I have received a copy of the HUD-1 Settlement Statement.

Duplin County

Timothy D Cates

Brenda B Cates

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction

Mewborn & DeSelms, Attorneys at Law
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see. Title 18 U S. Code Section 1001 & Section 1010.

FILE BALANCE SHEET

Borrower: Duplin County
Seller: Timothy D. Cates and wife, Brenda B. Cates
Lender: CASH
Settlement Agent: Mewborn & DeSelms, Attorneys at Law
(910)455-9755
Place of Settlement: 829 Gum Branch Road, Suite C
Jacksonville, NC 28540
Settlement Date: October 5, 2021
Property Location: 212 & 214 Duplin Street
Kenansville, NC 28349
Duplin County, North Carolina

INCOMING FUNDS

Duplin County			250,259.23
		Total Incoming Funds	250,259.23

DISBURSEMENTS

Draughon Realty & Appraisal			14,000.00
Commission		15,000.00	
Less deposit retained		(1,000.00)	
Chicago Title Insurance	Title Insurance		389.50
Duplin County Tax Collector	2021 Property Taxes		3,560.78
Timothy D. Cates and Brenda B. Cates	Closing Proceeds		230,602.95
Mewborn & DeSelms, Attorneys at Law	Settlement Agents Fees		1,706.00
Settlement or Closing Fee		900.00	
Document Preperation		275.00	
Recording Fees		26.00	
State Tax/Stamps		500.00	
E-recording		5.00	

Number of checks - 5

Total Disbursements 250,259.23

000782

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 9-23-2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 11-E110 Township: Rose Hill

Offer Amount: $ 2500 Bid Deposit Amount (5%): $ 125

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:**

Wray B. Register Jr.

Phone Number: (910) 970-6039 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:

N/A

Mail refund check (if offer is upset by another party or Board rejects offer) to:

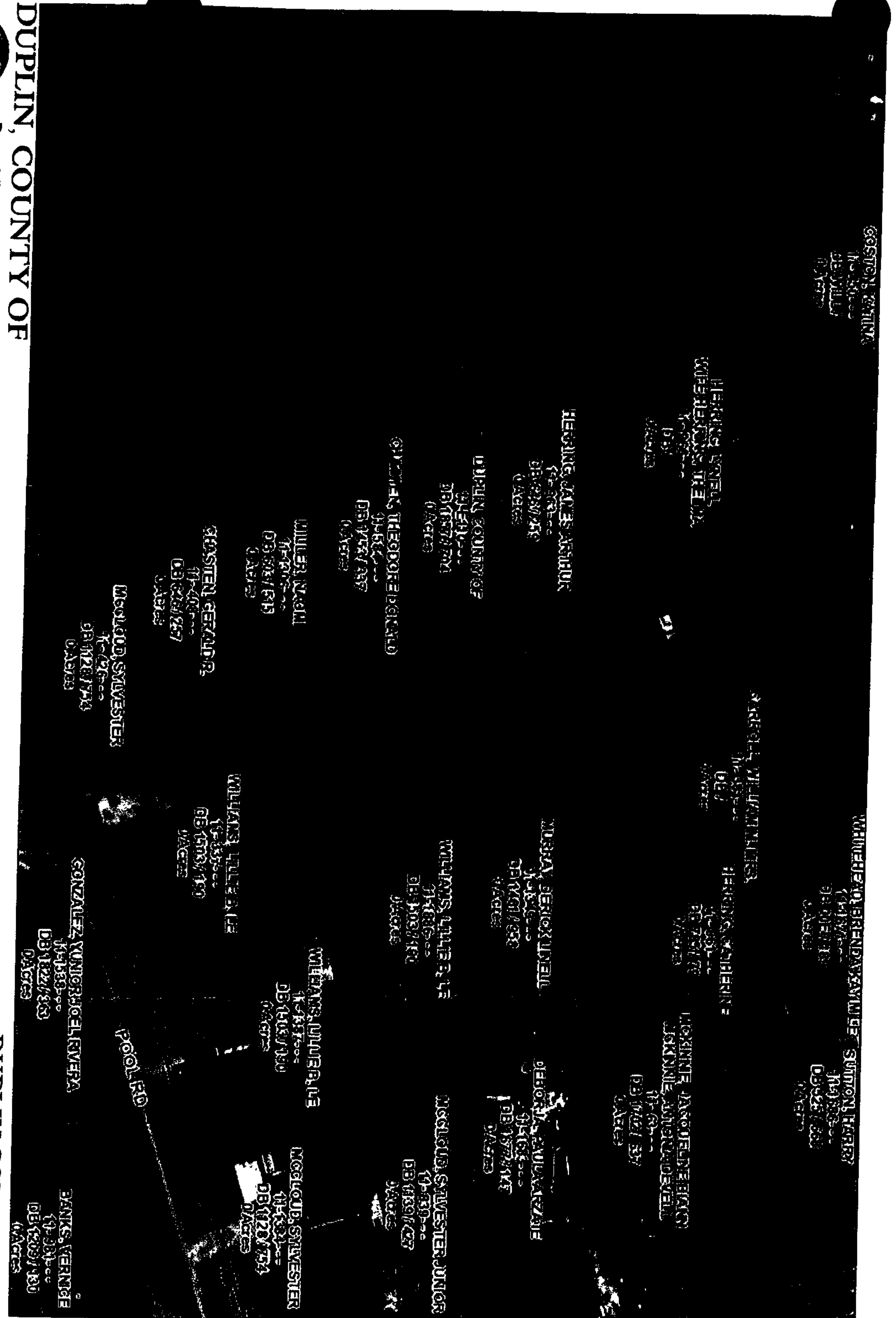
Wray B. Register Jr
472 Garland King Rd.
Teachey NC 28464

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.

Wray B Register Jr.
Signature of Offeror

Date 9-23-2021



DUPLIN, COUNTY OF

Parcel #: 11-E110- - -
Account #: 2033817
Deed Ref: 1857/704 2018
Year Built:0
Deeded Acres:0
Last Sale Date: 09/13/2017
Year Built:0

Property Address: OFF 117
Mailing Address: 224 SEMINARY ST KENANSVILLE NC 28349
Year Built:0
Last Sale Price: $2,954
Assessed Value:2500
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value:$0
Fire Code:
Notes:CONV_NOTES
Remarks: BONEY & BONEY S/D
Land Value Only:$2500

DUPLIN COUNTY GIS
DISCLAIMER July 24, 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, NC
PROPERTY RECORD CARD

PROPERTY ID

REMARKS

BASEMENT

OBSOLESCENCE

PRIMARY STRUCTURE

ADDITIONS

PORCHES

OUT IMPROVEMENTS

BUILDING CHANGES

SUMMARY

DORMERS

FARM TYPES

NO SKETCH DATA AVAILABLE

BUILDING DIMENSIONS

PROPERTY DESCRIPTION & CONVEYANCES

WILLIAMS & HATTIE HEIRS

HRS (WAS 11-141)

LOT 5 BLOCK L MB 214 PG 384

MISCELLANEOUS INFORMATION