



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, December 6th, 2021

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, December 6th, 2021 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; and Mr. Tim Wilson, County Attorney; Tracy Chestnutt, Finance Officer; Trisha-Ann Hoskins, Administrative Officer/Deputy Clerk.

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 County Manager/Clerk to the Board wished to make any changes or additions to the agenda.

Commissioner Garner requested to be added to the agenda for discussion on the County's mask mandates.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the December 6th, 2021 meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the minutes of the November 15th, 2021 Board of Commissioners meeting.

ORGANIZATIONAL MEETING AGENDA

Davis H. Brinson, County Manager/ Clerk to the Board appeared before the Board to request the Board nominate from within the members of the Board, a Chairman and Vice-Chairman to serve the Board of Commissioners for 2021-22 pursuant to the N.C.G.S § 153A-39. North Carolina General Statute § 153A-39 requires that at the first regular

meeting in December of each even-numbered year and at its first regular meeting in December of each odd-numbered year, the Board of Commissioners choose from among its members a Chairman and Vice-Chairman for the ensuing year.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to elect Commissioner Dexter B. Edwards as Chairman of the Duplin County Board of Commissioners for the ensuing year.

Motion was made by Commissioner Garner, seconded by Commissioner Edwards, carried unanimously to elect Commissioner Kennedy Thompson as Vice-Chairman of the Duplin County Board of Commissioners for the ensuing year.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the consent agenda, which included the following: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- #18937-19020; Proclamation Recognizing the 100th Birthday of Ms. Edna W. Waddell; Letter of Support Request—Duplin County AirPark Site Certification; Agreement Amendment with Eastpointe Human Services for Prevention Program; Opioid Settlement Participation Forms – “Distributor” Settlement and “Janssen” Settlement; and Bad Debt Write Off for Duplin County Health Department.

ITEMS TO BE MADE PART OF MINUTES

1. Administrative Budget Amendment Journal Entry Report
2. Resolution by the Duplin County Board of Education Adopting Revised Electoral Districts

REGULAR MEETING AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. Davis H. Brinson, County Manager/Clerk to the Board appeared before the board to receive and discuss any road/highway concerns that the Board or members of the public wish to be addressed by NCDOT. Commissioner Thompson wished to know the status of the request for NCDOT to conduct a feasibility study regarding the installation of adding traffic signals at the intersection of the I-40 ramps with NC Hwy 41. Ms. Angela Mainor of Warsaw requested that NCDOT be advised again of the for repairs at the railroad crossing on Bruce Costin Road.

Mr. Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request that the State of Emergency Ordinance that was approved by the Board of Commissioners on July 1, 1985 and became effective on August 1, 1985 be repealed. On September 20, 2021, Director of Emergency Management/Fire Marshal Matthew Barwick presented an updated Emergency Management Ordinance which among other provisions includes, in Article III, an entire section devoted to states of emergency. The adoption by the Board of the updated Emergency Management Ordinance which became effective on September 20, 2021 supersedes and nullifies the State of Emergency Ordinance from 1985. Therefore, the County Manager is requesting that the Board formally repeal the State of Emergency Ordinance from 1985.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to repeal the Duplin County State of Emergency Ordinance that was approved on July 1, 1985 as the authorities and responsibilities governing States of Emergency are now covered under the Duplin County Emergency Management Ordinance which was adopted and became effective on September 20, 2021.

Mr. Derrel Whaley, Director of Solid Waste & Recycling, appeared before the Board to present a retirement plaque to Donald Eric Hunter in recognition for his years of service as a truck driver.

Bishop Curtis West, of EMPACT Ministry, appeared before the Board to request on behalf of Helping Hands Outreach (HHO, Inc.) a grant of \$78,000 so the outreach program may continue to meet the needs of youth, adults, and families in order to strengthen the community as a whole. He explained to the Board that HHO, Inc. has provided food and supplies to victims past hurricanes; partnered with a local community program as a food distribution center; and also partnered with the Duplin Co. Health Dept. to serve as a COVID testing and vaccine site.

Ms. Tracey S. Kornegay, Health Director, appeared before the Board to present the Homeland Security Grant Program—Fiscal Year 2021. In September 2020, the Health Department applied for a 2021 Shelf Project through the Eastern Branch of North Carolina Emergency Management. The project request was for a 2nd Regional Shelter Support Trailer to be available and deploy to general population shelters in the event of a disaster. Trailers will contain deployable equipment to support the opening of shelters to include medical cots with rolling cart storage, oxygen regulators and oxygen cylinders carts, and shelter carts to move supplies. The trailers can be deployed to surrounding areas within the Domestic Preparedness Region 2 if not in use locally.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to accept \$16,900 from Homeland Security Grant Program on behalf of the Duplin County Health Department for Shelter Support Trailer & Equipment and approve the budget amendment for FY 2021-22.

Ms. Tracey S. Kornegay, Health Director, appeared before the Board to present Breast and Cervical Cancer Program—FY 21-22 AA 452 Revision #1. This Agreement Addendum Revision #1 provides additional funding to increase breast and cervical cancer screenings available to eligible women through May 31, 2022. The goal of the North Carolina Breast and Cervical Cancer Control Program (NC BCCCP) is to reduce the morbidity and mortality due to breast and cervical cancers in women by providing breast and cervical cancer screening, diagnostic services, and patient navigation services for eligible underserved women of North Carolina.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to accept the Breast and Cervical Cancer Program (AA 452 Revision #1) in the amount of \$8,225 on behalf of the Duplin County Health Department and to approve the budget amendment for FY2021-22.

Ms. Tracey S. Kornegay, Health Director, appeared before the Board to present Centers for Disease Control (CDC) COVID-19 Vaccination Program—FY 21-22 AA 716 Revision #1. This Agreement Addendum Revision #1 updates some of the requirements (noted below). These updated requirements allow the Local Health Department staff to continue to provide equitable access to services for this activity while mitigating overall community spread of COVID-19 with an expanded emphasis on eligible children and adolescents under 18 years of age and COVID-19 boosters, in addition to ongoing primary COVID-19 vaccination series. As of November 1, 2021, this Agreement Addendum Revision #1 makes the following changes: As of November 1, 2021, vaccinate eligible populations according to the most current official CDC/HHS recommendations for COVID-19 Vaccines as published in the Morbidity and Mortality Weekly Report (MMWR). As of November 1, 2021, identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, and other physician offices) to combine efforts and implement strategies to vaccinate all eligible populations with a focus on providing vaccines to eligible children and adolescents under 18 years of age and on providing COVID-19 boosters. Efforts and

strategies are to include family-friendly events, school-based vaccination, and ensure equitable access.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to accept CDC COVID-19 Vaccination Program (AA 716 Revision #1) funds in the amount of \$299,150 on behalf of the Duplin County Health Department and to approve the budget amendment for FY2021-22.

Ms. Tracey S. Kornegay, Health Director, appeared before the Board to present American Rescue Plan Act (ARPA) COVID-19 Public Health Regional Workforce (AA 621). The COVID-19 pandemic has stretched the public health workforce in North Carolina and exposed gaps in foundational public health capabilities at the state and local levels, hindering optimal public health pandemic prevention and response. The American Rescue Plan Act of 2021 (ARPA), also called the COVID-19 Stimulus Package, is an economic stimulus bill signed into law by on March 11, 2021. The North Carolina Division of Public Health (DPH) received funding from the Centers for Disease Control and Prevention (CDC) in a grant titled "CDC Crisis Response Cooperative Agreement: COVID-19 Public Health Workforce," hereafter known as the COVID-19 PH Workforce Grant. This grant provides funding to establish, expand, train, and sustain the state, tribal, local, or territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives. As part of this initiative, DPH is making available funds for the 10 regions identified by the North Carolina Association of Local Health Directors (NCALHD) to recruit, hire, and train personnel to fill critical gaps in its Public Health Infrastructure Foundational Capabilities in order to respond to the COVID-19 pandemic. The Public Health National Center for Innovations' Public Health Leadership Forum identified 7 Foundational Capabilities of Public Health—the suite of skills, programs, and activities that must be available in state and local health departments everywhere for the health system to work anywhere. The local health departments within each region have identified a lead local health department (Lead Regional LHD) for its region to host and manage the program described in this Agreement Addendum (AA). Duplin County Health Department was chosen to be Region 8's lead regional LHD. Each Lead Regional LHD, in collaboration with the local health departments within its respective region, will: produce a gap analysis to identify staffing and training shortfalls; recruit and hire staff to support regional activities; manage a training program to enhance the skills and expertise of LHD staff in the region. All capability strengthening efforts should pay special attention to diversity, equity, and inclusion in that the Lead Regional LHDs should recruit staff who are representative of and have language competence for the communities they serve and promote diversity and inclusion when considering training and growth opportunities for all staff. The budget for each team will include 1-Workforce Development Regional Director and other team members in addition to administrative support to include travel, equipment, materials, and oversight. For Region 8, the FY21-22 budget would be approximately \$2,084,305.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve for Duplin County to be the Lead Public Health County for Region 8 for the ARPA COVID-19 Public Health Regional Workforce and to approve the budget amendment of FY2021-22.

Dr. Leigh Gurley, Board of Health Chair/ Health Department will appeared before the Board to present Hazard Pay for Health Department's COVID-19 Response. Since the first case of COVID-19 in March 2020, the Duplin County Health Department has responded to the COVID-19 public health needs for the residents of Duplin County while continuing to perform the already everyday mandated and enhanced services of the department. As a critical sector of the public health infrastructure, the health department's COVID-19 response includes case investigation, contact tracing, surveillance, infection control, testing, and vaccine administration at the health department and at community events throughout the county to include after hours and on the weekends. At the November Board of Health Meeting, Tracey Simmons-Kornegay, Health Director, requested consideration of hazard pay for all staff (full-time, part-time, contract, and substitute positions) who have responded to the department's COVID-19 response efforts. Each staff would receive a bonus payment of \$1,000 for acknowledgement of their work during COVID-19 and provide retention of staff during the pandemic. After discussion, all present Board of Health members supported a motion to approve Tracey Simmons Kornegay, Health Director, and Dr. Leigh Gurley, Board

of Health Chairman to present this request to the Board of County Commissioners at their December 6th meeting. As there was not a quorum present, Dr. Gurley contacted all members who are not present for their vote to be cast. It was reported that all Board of Health Members voted to support this request. Health Director Simmons-Kornegay appeared along with Dr. Gurley to answer questions and address concerns from the members of the Board as well as the County Manager/Clerk to the Board and Finance Officer.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, to approve the request from the Board of Health to award a bonus payment of \$1,000.00 for Health Department staff, the motion failed by a vote of 4 to 1 with Commissioners Edwards, Thompson, Dowe and Branch voting against the motion and Commissioner Garner voting in favor of the motion.

Ms. Elizabeth Stalls, County Planner, appeared before the Board to present the CDBG-DR Interlocal Agreement for Demolition. Duplin County has been coordinating with NC Office of Recovery and Resiliency on a project to utilize the Community Development Block Grant – Disaster Recovery funding available to the county from Hurricane Matthew to demolish the Magnolia Auditorium. The attached Interlocal Agreement between the Town of Magnolia and Duplin County provides the background and terms of agreement for the county to use CDBG-DR funding to demolish and remove the auditorium owned by the Town of Magnolia.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the “Interlocal Agreement between the Town of Magnolia and Duplin County” for the County to use CDBG-DR funding to demolish and remove the auditorium owned by the Town of Magnolia and authorize the Chairman to sign.

Ms. Elizabeth Stalls, County Planner, appeared before the Board to discuss the sale of Surplus Property—Duff Creek Community Center located at 648 Cornwallis Road, Teachey, N.C. The sale of surplus property Parcel #10-E005 (Duff Creek Community Center) was advertised for upset bid on November 11, 2021, and bids were collected for a 10-day upset bid period until 5:00 pm on November 22, 2021. A bid was submitted on November 15, 2021, in the amount of \$72,800.00 by David Urriola, accompanied by the required 5% deposit. Elizabeth Stalls is requesting that the bid be accepted and advertised for upset bids. The Board may accept the bid and go through the process of selling this property as set forth in N.C. Gen. Statute § 160A-269 or they may reject the bid.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to accept the bid of \$72,800.00 from David Urriola for surplus property Parcel #10-E005, Duff Creek Community Center located at 648 Cornwallis Road; Teachey, N.C. and to advertise for upset bids pursuant to N.C. General Statute § 160A-269.

Ms. Tracy Chestnutt, Finance Officer, appeared before the Board to present an amendment for the Contract to Audit Accounts for Fiscal Year 2020-21 between Duplin County and Duplin County Tourism Development Authority and Thompson, Price, Scott, Adams & Co., PA. The County’s annual financial information is due to the North Carolina State Treasurer’s Office Local Government Commission (LGC) by October 31st of each year. The LGC allows a grace period up to December 1st. An amended contract is required to be approved by the Board of Commissioners before the State Treasurer’s Office accepts the final AFIR (Annual Financial Information Report) and audited financial statements. The County Finance Office and audit firm were unable to submit the County’s information by the end of the grace period.

Motion was made by Commissioner Thompson, seconded Commissioners Dowe, carried unanimously to approve the amended FY 20-21 audit contract between Duplin County and Duplin County Tourism Development Authority and Thompson, Price, Scott, Adams & Co., PA. with a modified due date of January 15, 2022.

Ms. Tracy Chestnutt, Finance Officer, will appear before the Board to give an Update on American Rescue Plan Act (ARPA) budget and to present a new spending request. The County will receive \$11,409,751 in ARPA funds as a result of the economic impact of the Coronavirus pandemic. Ms. Chestnutt gave the Board updated ARPA budget information for

and presented a new request to allocate ARPA funds for COVID-19 response to be used to cover testing of inmates in the jail and additional costs of HVAC replacements at the Health Department.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to allocate \$29,000 in American Rescue Plan Act grant funds to be used to cover COVID-19 testing and for the Health Department HVAC replacement project.

Ms. Tracy Chestnutt, Finance Officer, appeared before the Board to Request to Adopt a Resolution Making Certain Findings and Determinations Regarding the Issuance of Limited Obligation Bonds of the County (Water Bonds); Calling for a Public Hearing with Respect to Such Bonds; Requesting the Local Government Commission to Approve the Financing Arrangement; and Approving Certain Members of the Finance Team. The Duplin County Water District (District B, District D, District E, District F, and District G) 2012 series limited obligation bonds are redeemable on June 1, 2022. This will allow the water districts to refund the remaining bonds and replace them with new bonds with lower rates which could result in a significant savings to the water districts. The board needs to approve the resolution to appoint bond counsel, underwriters, and financial advisors to handle the bond sale and to establish the public hearing date to satisfy local government application requirements. The request does not extend the term of the bonds. The County Manager and Finance Officer met with Local Government Commission (LGC) staff for the initial exploratory meeting via conference call on 11/10/2021 and they found the financing favorable for the County.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adopt a Resolution Making Certain Findings and Determinations Regarding the Issuance of Limited Obligation Bonds of the County; Calling for a Public Hearing with Respect to Such Bonds; Requesting the Local Government Commission to Approve the Financing Arrangement; and Approving Certain Members of the Finance Team.

Ms. Tracy Chestnutt, Finance Officer, appeared before the Board to Request that the Board approve the contract between Southern Touch Painting and Maintenance, Inc. and Duplin County. The County is responsible for the maintenance and repair of the Cowan Museum of History & Science. Southern Touch Painting & Maintenance, Inc. provided a quote of \$17,000 to paint the Kelly-Farrior House at the Museum. Ms. Robin Grotke, the museum director, solicited two other painting contractors and they were unable to meet the time constraints and/or County purchasing contractor requirements. The County used the contractor providing the bid to complete other repair work and was satisfied with their results. The County attorney has approved the attached contract.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the contract between Southern Touch Painting and Maintenance, Inc. and Duplin County for repairs, pressure washing and painting of the Kelly-Farrior House at the Cowan Museum of History and Science and to authorize the County Manager to execute the contract.

Mr. George Futrelle, Asst. County Manager/Airport Director, appeared before the Board to request approval of a Change Order No. 5 for the AirPark Hangar Project with River Landing Builders, LLC. The Duplin County Airport Commission reviewed and approved Change Order No. 5 in the amount of \$253,600 at their November 23, 2021 board meeting and respectfully recommends approval to the Board of County Commissioners. This change order is necessary to appropriate additional construction funds received from the NC Division of Aviation for the Industrial AirPark Hangar Project (NC Forestry Service Hangar Complex Project).

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve Change Order No. 5 with River Landing Builders, LLC to appropriate \$253,600 in additional construction funds received from the NC Division of Aviation for the NC Forestry Service Hangar Complex Project.

Mr. George Futrelle, Asst. County Manager/Airport Director, appeared before the Board to respectfully request approval of Work Authorization No. 4 with Parrish & Partners to

provide environmental survey and categorical exclusion documentation. The Duplin County Airport Commission reviewed and approved Work Authorization No. 4 in the amount of \$8,876.00 with Parrish & Partners at their November 23, 2021 board meeting and respectfully recommends approval by the Board of County Commissioners. This work authorization will be used to provide professional services relative to environmental survey and categorical exclusion documentation required by FAA and the NC Division of Aviation in order to clear and grub trees that have become obstructions within the AWOS (automated weather observation system) critical area.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the Work Authorization No. 4 with Parrish & Partners to provide environmental survey and categorical exclusion documentation required in order to clear and grub trees that have become obstructions within the Automated Weather Observation System critical area at the Duplin County Airport and approve the necessary budget amendment and to approve the associated budget amendment.

Mr. George Futrelle, Asst. County Manager/Airport Director, appeared before the Board to respectfully request approval of AVCON Task Order 2021-1 in the amount of \$45,594.00. The Duplin County Airport Commission reviewed and approved Task Order 2021-1 with AVCON at their November 2, 2021 board meeting and respectfully recommends approval to the Board of County Commissioners. This is phase 1 of an Airport Drainage System Improvement Project and will provide an assessment necessary for the engineers to be able to design and bid a construction project to repair breaches in the Duplin County Airport's airfield underground storm water drainage system.

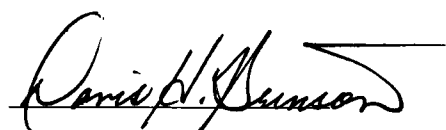
Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve AVCON Task Order 2021-1 in the amount of \$42,594 to fund phase 1 of an Airport Drainage System Improvement Project at the Duplin County Airport.

Commissioner Elwood Garner opened a discussion before the Board to suggest that the mask mandate policy be amended to give authority to the Health Director and County Manager to implement and remove such mandate at their discretion so long as the number of positive cases is within the CDC's recommendation for a mask free environment.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the amendment that at any given time Duplin County's positive numbers are within CDC guidance that masks are optional, the County Manager and the Health Director have the authority to lift such County's mask mandate.

Davis H. Brinson, County Manager/ Clerk to the Board appeared before the Board to make general announcements and updates.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to adjourn until Monday, December 20th at 6:00 p.m. 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

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Part 3. Organization and Procedures of the Board of Commissioners.

§ 153A-39. Selection of chairman and vice-chairman; powers and duties.

On:

- (1) The first Monday in December of each even-numbered year; and
- (2) Its first regular meeting in December of each odd-numbered year,
- the board of commissioners shall choose one of its members as chairman for the ensuing year, unless the chairman is elected as such by the people or otherwise designated by law. The board shall also at that time choose a vice-chairman to act in the absence or disability of the chairman. If the chairman and the vice-chairman are both absent from a meeting of the board, the members present may choose a temporary chairman.

The chairman is the presiding officer of the board of commissioners. Unless excused by rule of the board, the presiding officer has the duty to vote on any question before the board, but he has no right to break a tie vote in which he participated. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1; 1993, c. 95)

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Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF



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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	06	8 12/07/2021			BUA 120621C	1 2				
1	4170	40121		Elections	SALARIES		182,577.00	-15,904.00	166,673.00	
	10-41-4100-4170-000-40121						12/07/2021			
2	4170	42600		Elections	OFFICE SUPPLIES		4,500.00	15,904.00	20,404.00	
	10-41-4100-4170-000-42600						12/07/2021			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	06	9 12/07/2021			BUA 120621C	1 2				
1	4370	40183		EMERGENCY MEDICAL SERVICES	HOSPITAL INSURANCE		716,412.00	-17,500.00	698,912.00	
	10-43-4330-4370-000-40183						12/07/2021			
2	4370	42490		EMERGENCY MEDICAL SEPVICES	VFHICLE SUPPLIES		28,847.39	17,500.00	46,347.39	
	10-43-4330-4370-000-42490						12/07/2021			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	06	10 12/07/2021			BUA 120621C	1 2				
1	7549	35207		Drainage Assessment	STATE AIRPORT GRANT		.00	-38,334.00	-38,334.00	
	44-45-4530-7549-000-35207				Establish budget		12/07/2021			
2	7549	35107		Drainage Assessment	COUNTY MATCH AIRPORT		.00	-4,260.00	-4,260.00	
	44-45-4530-7549-000-35107				Establish budget		12/07/2021			
3	7549	41020		Drainage Assessment	PPELIMINARY ENGINEERING		10,000.00	9,020.00	19,020.00	
	44-45-4530-7549-000-41020				Establish budget		12/07/2021			
4	7549	41040		Drainage Assessment	ENGINEERING SERVICES		.00	23,574.00	23,574.00	
	44-45-4530-7549-000-41040				Establish budget		12/07/2021			
5	7549	49910		Drainage Assessment	CONTINGENCY		.00	10,000.00	10,000.00	
	44-45-4530-7549-000-49910				Establish budget		12/07/2021			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	06	11 12/07/2021			BUA 120621C	1 2				

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	06	11 12/07/2021			BUA 120621C	1 2		
1	7549	39969	Drainage Assessment		FUND BALANCE APPROPRIATED			
	44-45-4530-7549-000-39969				To reverse JE 2021/4/5	-10,000.00	10,000.00	.00
						12/07/2021		
2	7549	41020	Drainage Assessment		PRELIMINARY ENGINEERING			
	44-45-4530-7549-000-41020				To reverse JE 2021/4/5	10,000.00	-10,000.00	00
						12/07/2021		
					** JOURNAL TOTAL		0.00	

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YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT	
2022 6 8										
BUA 4170-40121	12/07/2021	120621C				SALARIES	5		15,904.00	
BUA 4170-42600	12/07/2021	120621C				OFFICE SUPPLIES	5	15,904.00		
						JOURNAL 2022/06/8	TOTAL	.00	.00	
2022 6 9										
BUA 4370-40183	12/07/2021	120621C				HOSPITAL INSURANCE	5		17,500.00	
BUA 4370-42490	12/07/2021	120621C				VEHICLE SUPPLIES	5	17,500.00		
						JOURNAL 2022/06/9	TOTAL	.00	.00	
2022 6 10										
BUC 7549-35207	12/07/2021	120621C				STATE AIRPORT GRANT	5		38,334.00	
BUC 7549-35107	12/07/2021	120621C				Establish budget				
BUC 7549-35107	12/07/2021	120621C				COUNTY MATCH AIRPORT	5		4,260.00	
BUC 7549-35107	12/07/2021	120621C				Establish budget				
BUA 7549-41020	12/07/2021	120621C				PRELIMINARY ENGINEERING	5	9,020.00		
BUA 7549-41040	12/07/2021	120621C				Establish budget				
BUA 7549-41040	12/07/2021	120621C				ENGINEERING SERVICES	5	23,574.00		
BUA 7549-49910	12/07/2021	120621C				Establish budget				
BUA 7549-49910	12/07/2021	120621C				CONTINGENCY	5	10,000.00		
						Establish budget				
						JOURNAL 2022/06/10	TOTAL	.00	.00	
2022 6 11										
BUA 7549-39969	12/07/2021	120621C				FUND BALANCE APPROPRIATED	5	10,000.00		
BUA 7549-41020	12/07/2021	120621C				To reverse JE 2021/4/5				
BUA 7549-41020	12/07/2021	120621C				PRELIMINARY ENGINEERING	5		10,000.00	
						To reverse JE 2021/4/5				
						JOURNAL 2022/06/11	TOTAL	.00	.00	

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Duplin County, NC
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

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DUPLIN COUNTY														
TAX AND SOLID WASTE REQUEST														
RELEASE DATE DECEMBER 6, 2021														
RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
													\$	
					2021	0928102	\$ 279.57	\$.82					\$ 287.39	HOUSE VALUED AS MODULAR INSTEAD OF MH
18937	BRADSHAW STEVE	MAGNOLIA			2021	0928102	\$ 279.57	\$.82					\$ 287.39	HOUSE VALUED AS MODULAR INSTEAD OF MH
18938	CRUMPLER, JOSHUA	CYPRESS CREEK		CHINQUAPIN	2021	2092279	\$ 23.42	\$ 0.66		\$ 2.29	\$ 2.64	\$ 90.00	\$ 119.01	SOLD SWMH WITH LAND & JET SKIS GONE
18939	CRUMPLER, JOSHUA	CYPRESS CREEK		CHINQUAPIN	2020	2092279	\$ 23.42	\$ 0.66		\$ 2.29	\$ 2.64	\$ 90.00	\$ 119.01	SOLD SWMH WITH LAND & JET SKIS GONE
18940	CRUMPLER, JOSHUA	CYPRESS CREEK			2019	2092279	\$ 23.42	\$ 0.66			\$ 2.41	\$ 90.00	\$ 116.49	SOLD SWMH WITH LAND & JET SKIS GONE
18941	CRUMPLER, JOSHUA	CYPRESS CREEK			2018	2092279	\$ 23.42				\$ 2.34	\$ 90.00	\$ 115.76	SOLD SWMH WITH LAND & JET SKIS GONE
18942	CRUMPLER, JOSHUA	CYPRESS CREEK			2017	2092279	\$ 13.90				\$ 1.39	\$ 90.00	\$ 105.29	SOLD SWMH WITH LAND
18943	CRUMPLER, JOSHUA	CYPRESS CREEK			2016	2092279	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SOLD SWMH WITH LAND
18944	CRUMPLER, JOSHUA	CYPRESS CREEK			2015	2092279	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SOLD SWMH WITH LAND
18945	FRYAR, GEORGE, HRS	WARSAW			2021	2960370						\$ 90.00	\$ 90.00	HOUSE EMPTY SINCE 2013
18946	FRYAR, GEORGE, HRS	WARSAW			2020	2960370						\$ 90.00	\$ 90.00	HOUSE EMPTY SINCE 2013
18947	FRYAR, GEORGE, HRS	WARSAW			2019	2960370						\$ 90.00	\$ 90.00	HOUSE EMPTY SINCE 2013
18948	FRYAR, GEORGE, HRS	WARSAW			2018	2960370						\$ 90.00	\$ 90.00	HOUSE EMPTY SINCE 2013
18949	FRYAR, GEORGE, HRS	WARSAW			2017	2960370						\$ 90.00	\$ 90.00	HOUSE EMPTY SINCE 2013
18950	GARAY, EDWIN JOVANY	ISLAND CREEK	GREENEVERS		2021	3065151	\$ 14.30	\$ 0.40	\$ 6.00		\$ 2.07	\$ 90.00	\$ 112.77	SOLD SWMH IN 2019
18951	GARAY, EDWIN JOVANY	ISLAND CREEK	GREENEVERS		2020	3065151	\$ 14.30	\$ 0.40	\$ 6.00		\$ 2.07	\$ 90.00	\$ 112.77	SOLD SWMH IN 2019
18952	GADEA, ERIDANIA ANTONIA	ALBERTSON		ALBERTSON	2021	3059660	\$ 14.30	\$ 0.40		\$ 1.50	\$ 1.62	\$ 90.00	\$ 107.82	SOLD SWMH IN 2019
18953	GADEA, ERIDANIA ANTONIA	ALBERTSON		ALBERTSON	2020	3059660	\$ 14.30	\$ 0.40		\$ 1.50	\$ 1.62	\$ 90.00	\$ 107.82	SOLD SWMH IN 2019
18954	HANSEN, CHRIS	KENANSVILLE		LIBERTY HALL	2021	000001054	\$ 171.60	\$ 4.80		\$ 16.80	\$ 19.32		\$ 212.52	NO LONGER OWNS 1976 AIRPLANE
18955	HATCHER, STEVE LINWOOD	CYPRESS CREEK		LYMAN	2021	3672550	\$ 5.00	\$ 0.14		\$ 0.35	\$ 0.55		\$ 6.04	SOLD MYT TRAILER PLATES TURNED IN JULY 2020
18956	HILL, STEVEN CRAIG	ALBERTSON			2021	3952773	\$ 14.30	\$ 0.40			\$ 1.47	\$ 90.00	\$ 106.17	SWMH DOUBLE LISTED ON 05-1422164
18957	HILL, STEVEN CRAIG	ALBERTSON			2020	3952773	\$ 14.30	\$ 0.40			\$ 1.47	\$ 90.00	\$ 106.17	SWMH DOUBLE LISTED ON 05-1422164
18958	HILL, STEVEN CRAIG	ALBERTSON			2019	3952773	\$ 14.30	\$ 0.40			\$ 1.47	\$ 90.00	\$ 106.17	SWMH DOUBLE LISTED ON 05-1422164
18959	HILL, STEVEN CRAIG	ALBERTSON			2018	3952773	\$ 14.52				\$ 1.43	\$ 90.00	\$ 105.95	SWMH DOUBLE LISTED ON 05-0413238
18960	HILL, STEVEN CRAIG	ALBERTSON			2017	3952773	\$ 13.90				\$ 1.39	\$ 90.00	\$ 105.29	SWMH DOUBLE LISTED ON 05-0413238
18961	HILL, STEVEN CRAIG	ALBERTSON			2016	3952773	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SWMH DOUBLE LISTED ON 05-0413238
18962	HOUSTON, JERRY & CONNIE	GLISSON			2016	4142648	\$ 3.65				\$ 0.37		\$ 4.02	ALL PROPERTY SOLD PRIOR TO 2008
18963	HOUSTON, JERRY & CONNIE	GLISSON			2015	4142648	\$ 3.65				\$ 0.37		\$ 4.02	ALL PROPERTY SOLD PRIOR TO 2008
18964	HOUSTON, JERRY & CONNIE	GLISSON			2014	4142648	\$ 3.65				\$ 0.37		\$ 4.02	ALL PROPERTY SOLD PRIOR TO 2008
18965	HOUSTON, JERRY & CONNIE	GLISSON			2013	4142648	\$ 3.60				\$ 0.36	\$ 90.00	\$ 93.96	ALL PROPERTY SOLD PRIOR TO 2008
18966	HOUSTON, JERRY & CONNIE	GLISSON			2012	4142648	\$ 3.55				\$ 0.36	\$ 90.00	\$ 93.91	ALL PROPERTY SOLD PRIOR TO 2008
18967	HOUSTON, JERRY & CONNIE	GLISSON			2011	4142648	\$ 3.55				\$ 0.36	\$ 90.00	\$ 93.91	ALL PROPERTY SOLD PRIOR TO 2008
18968	JARMAN, IDA CAROLE M & HUS CHARLES	ALBERTSON		ALBERTSON	2021	4400910	\$ 125.40	\$ 3.51		\$ 13.15	\$ 14.21		\$ 156.27	EQUIPMENT NO LONGER IN OPERATION-RETIRED
18969	JONES ANITA	FAISON			2021	4544253	\$ 24.52	\$ 0.69			\$ 2.52	\$ 90.00	\$ 117.73	SWMH DOUBLE LISTED ON 02-5089352
18970	JONES ANITA	FAISON			2020	4544253	\$ 26.24	\$ 0.73			\$ 2.70	\$ 90.00	\$ 119.67	SWMH DOUBLE LISTED ON 02-5089352
18971	JONES ANITA	FAISON			2019	4544253	\$ 29.10	\$ 0.81				\$ 90.00	\$ 119.91	SWMH DOUBLE LISTED ON 02-0910825
18972	JONES ANITA	FAISON			2018	4544253	\$ 31.96				\$ 3.20	\$ 90.00	\$ 125.16	SWMH DOUBLE LISTED ON 02-0910825
18973	JONES ANITA	FAISON			2017	4544253	\$ 34.26				\$ 3.43	\$ 90.00	\$ 127.69	SWMH DOUBLE LISTED ON 02-0910825
18974	JUGGER, MARIE	ISLAND CREEK	GREENEVERS		2021	4743800	\$ 31.51	\$ 0.88		\$ 3.09	\$ 3.55	\$ 180.00	\$ 219.05	2 SWMHs DOUBLE LISTED ON 12-5409992/2847637
18975	JUGGER, MARIE	ISLAND CREEK	GREENEVERS		2020	4743800	\$ 32.75	\$ 0.92		\$ 3.21	\$ 3.69	\$ 180.00	\$ 220.57	2 SWMHs DOUBLE LISTED ON 12-5409992/2847637
18976	PHILLIPS, PERCY	ISLAND CREEK		DUPLIN PENDER	2021	6780417	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 90.00	\$ 107.71	SWMH DOUBLE LISTED ON 09-0311100
18977	PHILLIPS, PERCY	ISLAND CREEK		DUPLIN PENDER	2020	6780417	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61	\$ 90.00	\$ 107.71	SWMH DOUBLE LISTED ON 09-0311100
18978	PHILLIPS, PERCY	ISLAND CREEK			2019	6780417	\$ 14.10	\$ 0.40			\$ 1.47	\$ 90.00	\$ 106.17	SWMH DOUBLE LISTED ON 09-0311100
18979	PHILLIPS, PERCY	ISLAND CREEK			2018	6780417	\$ 14.30				\$ 1.43	\$ 90.00	\$ 105.73	SWMH DOUBLE LISTED ON 09-0311100
18980	PHILLIPS, PERCY	ISLAND CREEK			2017	6780417	\$ 13.90				\$ 1.39	\$ 90.00	\$ 105.29	SWMH DOUBLE LISTED ON 09-0311100
18981	PHILLIPS, PERCY	ISLAND CREEK			2016	6780417	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SWMH DOUBLE LISTED ON 09-0311100
18982	PHILLIPS, PERCY	ISLAND CREEK			2015	6780417	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SWMH DOUBLE LISTED ON 09-0311100

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* Ticket # 19013 voided - written twice by mistake already written on # 19012

County of Duplin
Office of the County Commissioners



**PROCLAMATION RECOGNIZING THE 100TH BIRTHDAY
OF MS. EDNA W. WADDELL**

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

WHEREAS, Ms. Edna W. Waddell was born in the town of Rose Hill, North Carolina on December 12, 1921 to the late Lila and Johnny Williams. She was one of seven siblings, three brothers and four sisters; and

WHEREAS, She furthered her education by attending Kittrell College in Kittrell, North Carolina. Ms. Waddell received an Associate Degree in Early Childhood Education. Later, Ms. Waddell moved to Washington D.C. She was employed by Peace Baptist Church as a teacher for the day care center. She continued to increase her knowledge by taking several courses at Howard University in Washington D.C.; and

WHEREAS, Ms. Edna later married the late Mr. Johnny Waddell, and to this union five children were born, one son and four daughters. In 1990, Ms. Waddell moved back to Duplin County and took residence in Teachey, North Carolina. She joined Rockfish A.M.E. Church in Teachey, N.C. and became an active member. Ms. Waddell was a Deaconess, a member of the Pastor's Aid Club, kitchen committee and worked with the youth. She was crowned Ms. Rockfish A.M.E. in appreciation of all of the work she has done in church; and

WHEREAS, Ms. Waddell shared her words of wisdom stating "we should love other people as we love ourselves because Jesus came to bring love and harmony."

NOW, THEREFORE, BE IT RESOLVED, that the Duplin County Board of Commissioners do herewith acknowledge the excellence in public service exemplified by Ms. Edna Waddell and honor her for her long life and prosperity, and wish her many more.

Adopted this the 6th day of December, 2021.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest:

Davis H. Brinson
Clerk to the Board of Commissioners



AGREEMENT BETWEEN
EASTPOINTE HUMAN SERVICES

AND

COUNTY OF DUPLIN PREVENTION PROGRAM
Prevention Program FY 21-22

AMENDMENT 1

Eastpointe Human Services, hereinafter referred to as the LME, agrees to provide to the County of Duplin, hereinafter referred to as the Prevention Site, Prevention monies for the purpose of management and implementation of an approved evidenced based prevention program for the Prevention Program.

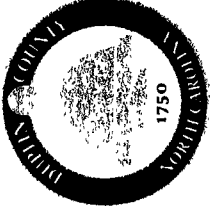
I It is hereby agreed that the County of Duplin shall accept the authority and responsibility for operation of the Prevention Program in the following manner.

A GENERAL RESPONSIBILITIES

1. The Prevention Site will provide the necessary supervision of the program including the management and employment of staff needed to operate the program.
2. The Prevention Site will assure that funds are being utilized to provide quality services.
3. The Prevention Site, in accordance with federal guidelines, will maintain a smoke free environment.
4. **The Prevention Site will submit to the Wayne County Cooperative Extension Director data for the Semi-Annual report by January 5th (due to the Division on January 15th) and for the Year End Performance Report (PR) on July 5th (due to the Division on July 15th) each year the program is funded.** Data will describe project activities, accomplishments, outcomes, and evaluation. Failure to furnish this data could result in a delay of payments to the Prevention Site. The Wayne County Cooperative Extension Director will forward this information to the LME.
5. The Prevention Site will submit monthly Financial Status Reports to the Wayne County Cooperative Extension Director to request reimbursement for funds expended by the 10th day of the month following the end of the month being reported. Failure to furnish this data could result in a delay of payments to the Prevention Site. The format for the Financial Status Report will be provided by

Davis H. Brinson
County Manager/Clerk to the Board

George H. Futrelle
Assistant County Manager



Board of Commissioners
Elwood Garner – District 1
Dexter B. Edwards, Chair – District 2
Kennedy Thompson, Vice Chair – District 3
Jesse L. Dowe, III – District 4
Wayne E. Branch – District 5

224 Seminary Street; Post Office Box 910
Kenansville, North Carolina 28349
Office: (910) 296-2100 Fax: (910) 296-2107

December 6, 2021

Mr. Austin Rouse
Economic Development Partnership of North Carolina
1500 Weston Parkway
Cary, North Carolina 27513-2118

Dear Mr. Rouse:

Duplin County Board of Commissioners is pleased to write this letter in support of the endeavors to earn the Certified Sites designation for Duplin County AirPark with the State of North Carolina's Certified Sites Program. Duplin County Airport and Duplin County Economic Development Commission have partnered with local stakeholders to ensure our county stays ahead of our rapidly changing economic development needs.

The North Carolina Certified Sites Program provides a great opportunity for Duplin County AirPark to be identified as a site immediately available for development. Identifying as a certified site reduces the risk associated with development by providing detailed and current information about a site to include; price, availability, utilities, access, environmental concerns, and potential site development cost.

Duplin County Board of Commissioners strongly support the certified site efforts to assist growth of business and industry as well as attract new businesses to our County. We are committed to take measures to improve the quality of available property for development in Duplin County.

Sincerely,

Dexter B. Edwards
Chairman
Duplin County Board of Commissioners

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8 The Prevention Site shall maintain for a period of five (5) years from the date of service, client records and accounting records in accordance with generally accepted accounting principles and any other records as necessary to disclose fully the extent of services provided and billed under the Prevention Program. If the Prevention Site is required to submit annual cost reports, then records shall include invoices, checks, ledgers, contracts, personnel records, worksheets, schedules, etc. Such records are subject to audit and review by Federal and State representatives. Client's records shall be accessible for review for the purpose of monitoring services rendered, financial audits of third party payors, research and evaluation.

II. It is hereby agreed that the LME will provide the following.

- A. On a quarterly basis, the LME contact will conduct an on-site visit to monitor the various aspects of the program and to ensure that project specific objectives are being met.
- B. The LME shall provide consultation to the Prevention Site as needed, not only in the development of the educational program, but also in the area of financial and client record responsibilities. The Clinical Director shall be responsible for sending copies of drafts, pertinent rules, regulations, and other information necessary to the operations of the services provided by the Prevention Site.
- C. The LME will prepare and submit the Semi-Annual Report on January 15th and the Year End Performance Report (PR) on July 15th to Lee Lewis, with the Early Intervention Team, each year the program is funded. Data will describe project activities, accomplishments, outcomes, and evaluation.
- D. The LME may be asked to submit a special report by the Department of Education and/or SAMSHA for evaluation purposes. The Prevention Site may be requested to furnish data relating to this report.
- E. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.

III. GENERAL PROVISIONS

- A. Length of Agreement: July 1, 2021 through June 30, 2022
- B. This Agreement will not exceed the amount of \$ **33,205.32** for the fiscal year 2021-2022.
- C. Method of Payment: The Prevention Site will submit a monthly Financial Status Report by the 10th day of the month following the end of the month being reported to request reimbursement for expenditures. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report
- D. This Agreement may be terminated at any time upon mutual consent of both parties or thirty (30) days after one of the contracting parties gives notice of termination. This Agreement may be terminated immediately with cause upon written notice to the other party. The cause shall be documented in writing to the other party detailing the grounds

the LME. The Wayne County Cooperative Extension Director will forward the monthly Financial Status Reports to the LME. The LME will make payment to the County of Duplin.

- 6. The Prevention Site will observe fund balance policy as dictated in the fund balance policy set out by the LME, if applicable
- 7. The Prevention Site shall make available to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services and to the LME its program of accounting and client records for audit purposes. A copy of the independent audit, if required, shall be forwarded to the Office of the State Auditor at 300 North Salisbury Street, Raleigh, NC 27603-5903.
- 8. The Prevention Site agrees to carry liability insurance which will hold the LME harmless of any claim for damages arising out of the performance of services by the Prevention Site.
- 9. The LME and Prevention Site, in accordance with North Carolina General Statute 122C-146, shall prepare fee schedules for services and shall make every reasonable effort to collect appropriate reimbursement for costs in providing these services from individuals or entities able to pay, including insurance and third-party payment, except for individuals subject to the terms of P.L. 99-457. However, no individual may be refused services because of an inability to pay. All funds collected from fees shall be used for fiscal operation or capital improvements of the program. The LME and the Prevention Site agree that the participants in the program shall not be charged a fee for these services.
- 10. The Prevention Site agrees to submit subrecipient monitoring reports that may be required in the format to be provided by the LME by the due date requested.

B CLIENT RECORDS AND CONFIDENTIALITY

- 1. The Prevention Site agrees to maintain a project record for all clients enrolled in their program as set forth by the Early Intervention Team.
- 2. The Prevention Site agrees to adhere to confidentiality regulations as set forth by the Early Intervention Team.
- 3. The Prevention Site agrees to adhere to policies pertaining to Protection from Abuse, Neglect, or Exploitation.
- 4. The Prevention Site agrees to a review of their client records by the LME's Client Records Manager or designee.
- 5. The Prevention Site will ensure that all Clients Rights Rules applicable to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services are adhered to.
- 6. The Prevention Site is subject to review by the LME's Client Rights Committee and may be requested to submit periodic reports as set forth in the LME's Client Rights Policies/Procedures.
- 7. The Prevention Site shall provide the LME data about individual clients for research and study. Such data may be further transmitted to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services for research and study.



FY 21-22
AGREEMENT BETWEEN
COUNTY OF DUPLIN 4H PREVENTION PROGRAM
(Provider ID): INVOICE ONLY AMENDMENT 1

Eastpointe is allocated \$22,000 in Substance Abuse Prevention and Treatment Block Grant (SAPTBG) COVID-19 Supplemental funds on a one-time basis to Duplin 4H Prevention.

Eligible expenditures must be incurred during the period of
August 2, 2021 through June 30, 2022.

Each funded grantee is expected to:

- Augment existing community needs assessment that incorporates adverse childhood experiences and/or social determinants of health data linked to COVID impacts and substance use.
- Develop an action plan with a focus on primary substance use prevention and COVID-19 related stressors strategies; including but not limited to, youth education, parent education, cannabis education, environmental strategies (social access to alcohol, youth environmental strategies and cannabis, advocacy efforts, expansion of coalitions/collaboratives), creative or innovative approaches. Substance use disorder treatment and harm reduction approaches are not permitted under the terms of this funding.
- Implement a comprehensive data-informed and evidence-based approach that addresses identified substance use and COVID-19 related intervening variables.
- Participate in process and outcome evaluation activities to include but not limited to: ECCO, monthly, quarterly, and semi-annual reporting requirements.
- Participate in technical assistance and training related to the COVID-19 Relief grant.

The funding is for the following:

- Human resources: hire staff, contract personnel and/or consultants needed to ensure staffing capacity.
- Implementation of project initiatives: supplies and materials, media/PSAs, personal protective equipment, meeting space rental and other necessary costs related to implementing DMH approved project initiatives.
- Professional Development: expenses related to local, statewide, and national meetings/conference attendance (hotel, mileage, flights, etc.)
- Travel: mileage related to local travel for staff/contract personnel
- Facilities and Equipment: office space rental, utilities, communications, and equipment
- Overhead of 10% for agency fiscal, HR and other agency related expenses is allowable as

for termination. The LME may terminate the Agreement immediately if State and local funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of the LME.

- E. It is understood that should The Prevention Site for any reason be unable to operate the program as set out above, a final accounting of all receipts and expenditures will be made. In addition, all equipment purchased under this agreement and money on hand in the Prevention Site account dispensed under this Agreement will become the property of the LME and will remain in the Substance Abuse program of the LME.
- F Any disagreements that occur while the Agreement is in effect, shall be presented to the LME's Clinical Director. If the disagreement cannot be resolved at this level, the LME's Clinical Director will contact the LME's Area Director for a disposition. The Prevention Site has the right to appeal any decision to the Area Board of the LME.
- G. Budget revisions, if applicable, shall be prepared by the LME and the Prevention Site in accordance with the guidelines set forth by the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services.

IV APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:
PO Box 369
Beulaville, NC 28518

CONTRACTOR Mailing Address:
224 Seminary Street
Kenansville, NC 28349-9025
Telephone: 910-296-2100
Tax ID#: 56-6000296

Dexter B. Edwards

Sarah Stroud, CEO
Eastpointe Human Services

Dexter B. Edwards
Duplin County Chairman

Date: _____

Date: 12.6.2021

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services

Date: _____

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The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are cash equivalents.

16. Agencies or organizations receiving federal funds are required to receive prior written approval from the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section regarding the use of evidence-based program nominal incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal clients, recipients, students, or other persons. "Nominal incentives" are restricted to those incentives of no more than twenty-five dollars (\$25.00) in value, per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets or other inappropriate products or materials. Incentives may not be offered to staff, interns, contractors, consultants, board members, consultants, volunteers, or any other individuals who are not enrolled as recipients in the program of behavioral health services; 17. SAPTBG funds are prohibited to be used for the purchase or improvement of land, purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles; 18. SAPTBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds (i.e., Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement); 19. SAPTBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity; 20. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs; 21. 21 SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State; 22. SAPTBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2019 at an annual salary of \$213,600; 23. Federal funds shall not be utilized for law enforcement activities; 24. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself; 25. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature; 26. LME-MCOs are prohibited from withholding or deducting any portion of allocated federal funds for the support of any LME-MCO activity or function, including, but not limited to, administration, overhead, or indirect expenses. All allocated funds are required to be fully contracted by the LME-MCO for approved expenditure by eligible non-profit subrecipient organizations; 27. If LME-MCOs are underutilizing the funds allocated, the Division reserves the right to make adjustment in allocations. The LME-MCO will be considered to be underutilizing funds if the year-to-date total expenditures (UCR and Non-UCR) are less than 50% as of February 28, 2022. Formal review of expenditure data will take place on March 1, 2022 to assess underutilization. If such is identified, notification of funding allocation changes will be made 15 days after formal review.

long as expenses are not already included in approved COVID-19 Relief budget.

SPECIAL CONDITIONS:

- 1 The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO;
2. If these funds shall be used to support a new service for which a license, certification, and/or accreditation is required, such licensure, certification, and/or accreditation shall be completed prior to the delivery of services.
- 3 If these funds shall be used for a new service which does not have an established DMHDDSAS approved service definition and/or approved reimbursement rate, a new service definition shall be approved in writing by DMHDDSAS, and/or a new Service Objective Form and approved rate must be submitted and approved in writing by the Division before any payments will be made;
4. The funds provided shall not be used to supplant Federal or non-Federal funds for services or activities which promote the purposes of the grant or funding;
5. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities provided through the NC Medicaid Program;
6. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities supported through the Division's payment of other UCR or non-UCR funds, without the prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
7. The funds provided shall be fully utilized, monitored, and settled in compliance with the conditions of the current Contract Agreement (and all related amendments) between the LME-MCO and DMHDDSAS, with the full adherence of the LME-MCO and its subrecipient contractors to all applicable State and federal laws, rules, regulations, policies, guidelines, standards, agreements, protocols, plans, and communications;
8. Funds shall be used in accordance with HHS Grant Policy Statements;
- 9 Federal funds shall not be paid in advance to an LME-MCO contractor, or any other entity. Any exceptions to the required timely reporting of actual federal funds expended, shall be approved in writing by the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
10. All contractors and subcontractors, including LME-MCOs and subrecipient contractors of these funds, shall comply with all requirements, restrictions, terms and conditions, and reporting requirements of the SAPTBG, as contained in 45 CFR Part 96 and any revisions to such regulations;
11. Funds shall be used in accordance with cost principles describing allowable and unallowable expenditures for nonprofit organizations in accordance with OMB Circular A-122;
12. SAPTBG funds shall not be used to provide inpatient services.
13. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
14. Recipients of services reimbursed or supported through federal funds shall not be subject to income tests for recipient eligibility for such services unless required or submitted in federal statute or regulation;
15. SAPTBG funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services.



FY 21-22
AGREEMENT BETWEEN
COUNTY OF DUPLIN 4H PREVENTION PROGRAM
(Provider ID): INVOICE ONLY AMENDMENT 1

Eastpointe is allocated \$22,000 in Substance Abuse Prevention and Treatment Block Grant (SAPTBG) COVID-19 Supplemental funds on a one-time basis to Duplin 4H Prevention.

Eligible expenditures must be incurred during the period of
August 2, 2021 through June 30, 2022.

Each funded grantee is expected to:

- Augment existing community needs assessment that incorporates adverse childhood experiences and/or social determinants of health data linked to COVID impacts and substance use.
- Develop an action plan with a focus on primary substance use prevention and COVID-19 related stressors strategies; including but not limited to, youth education, parent education, cannabis education, environmental strategies (social access to alcohol, youth environmental strategies and cannabis, advocacy efforts, expansion of coalitions/collaboratives), creative or innovative approaches. Substance use disorder treatment and harm reduction approaches are not permitted under the terms of this funding.
- Implement a comprehensive data-informed and evidence-based approach that addresses identified substance use and COVID-19 related intervening variables.
- Participate in process and outcome evaluation activities to include but not limited to: ECCO, monthly, quarterly, and semi-annual reporting requirements.
- Participate in technical assistance and training related to the COVID-19 Relief grant.

The funding is for the following:

- Human resources, hire staff, contract personnel and/or consultants needed to ensure staffing capacity.
- Implementation of project initiatives: supplies and materials, media/PSAs, personal protective equipment, meeting space rental and other necessary costs related to implementing DMH approved project initiatives.
- Professional Development, expenses related to local, statewide, and national meetings/conference attendance (hotel, mileage, flights, etc.)
- Travel, mileage related to local travel for staff/contract personnel
- Facilities and Equipment: office space rental, utilities, communications, and equipment
- Overhead of 10% for agency fiscal, HR and other agency related expenses is allowable as

28. Any payback of funds provided to the LME-MCO pursuant to this allocation and determined to be owed by the LME-MCO as a result of the funding review and settlement process conducted by DMH/DD/SAS for each fiscal year, must be paid within 60 days after the date of LME-MCO's receipt of the non-Medicaid funding audit report memorandum (financial settlement memorandum) from DMH/DD/SAS. If not timely paid, DMH/DD/SAS will take action to recover any such payback amount due from the LME-MCO. The LME-MCO will be provided prior written notice of the process to recoup any payback funds owed and not timely paid by the LME-MCO and any appeal rights to contest the payback amount due, in the financial settlement memorandum from DMH/DD/SAS. The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO;
29. NC DHHS has an approved cost allocation plan which exempts the State from the indirect cost rate requirement for Federal awards
30. NC DHHS does not allocate pass-through funds identified as Research and Development.

SPECIAL REPORTING REQUIREMENTS:

The following reporting requirements are required as referenced in G.S. 122C-144.1. Budget Format and Reports. In order to ensure the Division has complete and accurate information on services provided and expenditures, reporting of all services is required through and the Financial Reporting Tool, Financial Status Reporting Monthly Expenditure Detail worksheets. COVID-19 Project Reports: Providers are required to enter progress data in the ECCO system monthly, submit semi-annual program reports Federal Award Information: Federal Awarding Agency: U.S. Department of Health and Human Services.

- The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are cash equivalents;
16. Agencies or organizations receiving federal funds are required to receive prior written approval from the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section regarding the use of evidence-based program nominal incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal clients, recipients, students, or other persons. "Nominal incentives" are restricted to those incentives of no more than twenty-five dollars (\$25.00) in value, per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets or other inappropriate products or materials. Incentives may not be offered to staff, interns, contractors, consultants, board members, consultants, volunteers, or any other individuals who are not enrolled as recipients in the program of behavioral health services;
17. SAPTBG funds are prohibited to be used for the purchase or improvement of land, building or other facility, or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles;
18. SAPTBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e., Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
19. SAPTBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
20. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
21. 21. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State;
22. SAPTBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2019 at an annual salary of \$213,600;
23. Federal funds shall not be utilized for law enforcement activities;
24. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself
25. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature;
26. LME-MCOs are prohibited from withholding or deducting any portion of allocated federal funds for the support of any LME-MCO activity or function, including, but not limited to, administration, overhead, or indirect expenses. All allocated funds are required to be fully contracted by the LME-MCO for approved expenditure by eligible non-profit subcontract organizations.
27. If LME-MCOs are underutilizing the funds allocated, the Division reserves the right to make adjustment in allocations. The LME-MCO will be considered to be underutilizing funds if the year-to-date total expenditures (UCR and Non-UCR) are less than 50% as of February 28, 2022. Formal review of expenditure data will take place on March 1, 2022 to assess underutilization. If such is identified, notification of funding allocation changes will be made 15 days after formal review

long as expenses are not already included in approved COVID-19 Relief budget.

SPECIAL CONDITIONS:

1. The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO;
2. If these funds shall be used to support a new service for which a license, certification, and/or accreditation is required, such licensure, certification, and/or accreditation shall be completed prior to the delivery of services;
3. If these funds shall be used for a new service which does not have an established DMHDDSDAS approved service definition and/or approved reimbursement rate, a new service definition shall be approved in writing by DMHDDSDAS, and/or a new Service Objective Form and approved rate must be submitted and approved in writing by the Division before any payments will be made;
4. The funds provided shall not be used to supplant Federal or non-Federal funds for services or activities which promote the purposes of the grant or funding;
5. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities provided through the NC Medicaid Program;
6. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities supported through the Division's payment of other UCR or non-UCR funds, without the prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
7. The funds provided shall be fully utilized, monitored, and settled in compliance with the conditions of the current Contract Agreement (and all related amendments) between the LME-MCO and DMHDDSDAS, with the full adherence of the LME-MCO and its subcontractors to all applicable State and federal laws, rules, regulations, policies, guidelines, standards, agreements, protocols, plans, and communications;
8. Funds shall be used in accordance with HHS Grant Policy Statements;
9. Federal funds shall not be paid in advance to an LME-MCO, contractor, or any other entity. Any exceptions to the required timely reporting of actual federal funds expended, shall be approved in writing by the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
10. All contractors and subcontractors, including LME-MCOs and subrecipient contractors of these funds, shall comply with all requirements, restrictions, terms and conditions, and reporting requirements of the SAPTBG, as contained in 45 CFR Part 96 and any revisions to such regulations;
11. Funds shall be used in accordance with cost principles describing allowable and unallowable expenditures for nonprofit organizations in accordance with OMB Circular A-122;
12. SAPTBG funds shall not be used to provide inpatient services;
13. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
14. Recipients of services reimbursed or supported through federal funds shall not be subject to income tests for recipient eligibility for such services unless required or permitted in federal statute or regulation;
15. SAPTBG funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services.

Settlement Participation Form

Governmental Entity: Duplin County	State: North Carolina
Authorized Signatory: Chairman, Attorney, or Manager	
Address 1: 224 Seminary Street	
Address 2:	
City, State, Zip: Kenansville, NC 28349	
Phone: 910-296-2100	
Email: dbrinson@duplincountync.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

28. Any payback of funds provided to the LME-MCO pursuant to this allocation and determined to be owed by the LME-MCO as a result of the funding review and settlement process conducted by DMH/DD/SAS for each fiscal year, must be paid within 60 days after the date of LME-MCO's receipt of the non-Medicaid funding audit report memorandum (financial settlement memorandum) from DMH/DD/SAS. If not timely paid, DMH/DD/SAS will take action to recover any such payback amount due from the LME-MCO. The LME-MCO will be provided prior written notice of the process to recoup any payback funds owed and not timely paid by the LME-MCO and any appeal rights to contest the payback amount due, in the financial settlement memorandum from DMH/DD/SAS. The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO.
29. NC DHHS has an approved cost allocation plan which exempts the State from the indirect cost rate requirement for Federal awards.
30. NC DHHS does not allocate pass-through funds identified as Research and Development.

SPECIAL REPORTING REQUIREMENTS:

The following reporting requirements are required as referenced in G.S. 122C-144.1 Budget Format and Reports: In order to ensure the Division has complete and accurate information on services provided and expenditures, reporting of all services is required through and the Financial Reporting Tool, Financial Status Reporting Monthly Expenditure Detail worksheets, COVID-19 Project Reports: Providers are required to enter progress data in the ECCO system monthly, submit semi-annual program reports Federal Award Information: Federal Awarding Agency: U.S. Department of Health and Human Services.

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I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 
Name: Dexter B. Edwards
Title: Board of Commissioners, Chairman
Date: 12.6.21

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

Settlement Participation Form

Governmental Entity: Duplin County	State: North Carolina
Authorized Signatory: Chairman, Attorney, or Manager	
Address 1: 224 Seminary Street	
Address 2:	
City, State, Zip: Kenansville, NC 28349	
Phone: 910-296-2100	
Email: dbrinson@duplincountync.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

Settlement Participation Form

Governmental Entity: Duplin County	State: North Carolina
Authorized Signatory: Chairman, Attorney, or Manager	
Address 1: 224 Seminary Street	
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The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
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4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: [Signature]
Name: Dexter B. Edwards
Title: Board of Commissioners, Chairman
Date: 12-6-21

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 
Name: Dexter B. Edwards
Title: Board of Commissioners, Chairman
Date: 12.6.21

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

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Authorized Signatory: Chairman, Attorney, or Manager	
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City, State, Zip: Kenansville, NC 28349	
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2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



DUPLIN COUNTY

Duplin County Health Dept

340 Seminary Street
PO Box 948
Kenansville, NC 28349

Main Office 910-296-2130
Environmental Health 910-296-2126
FAX 910-296-2139
910-296-0252

Date: 11/10/2021

Bad Debt Write off for Duplin County Health Department

Bad Debt Service Date Write Off: November 2011

Amount to be written off: \$6,194.05

CD	\$38.00
CH	\$488.25
FP	\$280.42
IM	\$54.00
MH	\$1,269.70
PC	\$4,063.68

Jerry Survin - Kenapa
Health Director

11.10.2021
Date

Debra B Edwards
Chairman - Board of Health

11/10/21
Date

Debra B Edwards

Chairman - County Commissioners

12.6.2021
Date

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Debra B Edwards

Name: Dexter B. Edwards

Title: Board of Commissioners, Chairman

Date: 12.6.21

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11/28/11	\$83.00	PC
11/21/11	\$13.37	PC
11/22/11	\$5.00	PC
11/02/11	\$34.30	PC
11/23/11	\$35.00	PC
11/04/11	\$5.00	PC
11/02/11	\$24.00	PC
11/15/11	\$16.00	PC
11/02/11	\$73.60	PC
11/28/11	\$33.80	PC
11/01/11	\$24.00	PC
11/16/11	\$59.90	PC
11/29/11	\$31.70	PC
11/16/11	\$16.95	PC
11/07/11	\$114.00	PC
11/18/11	\$79.00	PC
11/09/11	\$16.00	PC
11/02/11	\$54.40	PC
11/08/11	\$60.05	PC
11/14/11	\$69.00	PC
11/15/11	\$57.00	PC
11/10/11	\$52.20	PC
11/17/11	\$31.60	PC
07/30/19	\$138.00	PC
04/17/20	\$79.00	PC
04/06/20	\$146.00	PC
	\$4,063.68	

11/02/11	\$90.50	MH
11/01/11	\$64.00	MH
11/01/11	\$119.25	MH
	\$1,269.70	
11/29/11	\$122.25	PC
11/30/11	\$154.00	PC
11/10/11	\$19.20	PC
11/29/11	\$5.00	PC
11/30/11	\$15.00	PC
11/16/11	\$50.00	PC
11/01/11	\$5.00	PC
11/29/11	\$57.00	PC
11/23/11	\$79.00	PC
11/16/11	\$79.00	PC
11/22/11	\$31.60	PC
11/18/11	\$31.80	PC
11/10/11	\$24.00	PC
11/28/11	\$195.00	PC
11/04/11	\$16.98	PC
11/14/11	\$34.80	PC
11/23/11	\$79.00	PC
11/01/11	\$133.00	PC
11/17/11	\$55.40	PC
11/10/11	\$40.00	PC
11/08/11	\$279.75	PC
11/28/11	\$6.15	PC
11/09/11	\$79.00	PC
11/15/11	\$133.00	PC
11/15/11	\$4.00	PC
11/18/11	\$40.00	PC
11/22/11	\$23.00	PC
11/04/11	\$95.00	PC
11/16/11	\$34.80	PC
11/03/11	\$78.80	PC
11/04/11	\$40.00	PC
11/02/11	\$112.46	PC
11/17/11	\$31.60	PC
11/17/11	\$37.60	PC
11/18/11	\$15.00	PC
11/01/11	\$18.40	PC
11/28/11	\$79.00	PC
11/10/11	\$112.00	PC
11/16/11	\$13.37	PC
11/18/11	\$100.25	PC
11/15/11	\$31.60	PC
11/22/11	\$120.00	PC

Health Bad Debt as of November 2011			
DOS	Balance	Prog	
11/22/11	\$18.00	CD	
11/14/11	\$20.00	CD	
	\$38.00		
11/01/11	\$100.00	CH	
11/08/11	\$10.00	CH	
11/15/11	\$169.00	CH	
11/03/11	\$90.00	CH	
11/07/11	\$119.25	CH	
	\$488.25		
11/18/11	\$1.00	FP	
11/16/11	\$18.00	FP	
11/28/11	\$15.00	FP	
11/30/11	\$60.10	FP	
11/16/11	\$79.16	FP	
11/21/11	\$10.30	FP	
10/04/11	\$24.00	FP	
11/14/11	\$8.25	FP	
11/21/11	\$5.45	FP	
11/30/11	\$59.16	FP	
	\$280.42		
10/25/11	\$30.00	IM	
11/02/11	\$20.00	IM	
11/07/11	\$4.00	IM	
	\$54.00		
11/10/11	\$22.85	MH	
11/28/11	\$83.00	MH	
11/22/11	\$143.00	MH	
11/17/11	\$18.25	MH	
11/02/11	\$38.40	MH	
11/29/11	\$2.40	MH	
11/01/11	\$95.00	MH	
11/21/11	\$170.00	MH	
11/03/11	\$64.00	MH	
11/01/11	\$78.00	MH	
11/04/11	\$40.00	MH	
11/07/11	\$41.90	MH	
11/23/11	\$34.90	MH	
11/07/11	\$64.00	MH	
11/02/11	\$13.00	MH	
11/17/11	\$87.25	MH	

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Duplin County, NC
JOURNAL INQUIRY

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YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 05 331 BUA 11/15/2021 11/15/2021 120621 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
15	5157	40184					T Life Insurance	23	
16	5161	40184					T Life Insurance	.08	
17	5163	40184					T Life Insurance	4 17	
18	5164	40184					T Life Insurance	3.55	
19	5170	40184					T Life Insurance	26	
20	5178	40184					T Life Insurance	.41	
21	5179	40184					T Life Insurance	.54	
** 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 05 333 BUA 11/16/2021 11/16/2021 120621 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	7400	42980					T PROGRAM SUPPLIES		3,700 00
2	7400	44300					T RENT	3,700.00	
** JOURNAL TOTAL								0.00	0.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 05 339 BUA 11/16/2021 11/16/2021 120621 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5131	41990					T PROFESSIONAL SERVICES		1,500 00
2	5131	42980					T PROGRAM SUPPLIES	1,500.00	
** JOURNAL TOTAL								0.00	0 00



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Duplin County, NC
JOURNAL INQUIRY

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YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 05 245 BUA 11/10/2021 11/10/2021 120621 chelsey.lanier 1 N Hist 2022

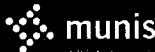
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4520	42490					T VEHICLE SUPPLIES		2,415.11
2	4520	44500					T INSURANCE AND BONDS	2,415.11	
** JOURNAL TOTAL								0 00	0 00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 05 331 BUA 11/15/2021 11/15/2021 120621 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5170	42600					T OFFICE SUPPLIES		300 00
2	5110	40184					T Life Insurance		37 92
3	5170	41990					T PROFESSIONAL SERVICES	300.00	
4	5113	40184					T Life Insurance	2.46	
5	5114	40184					T Life Insurance	3.36	
6	5121	40184					T Life Insurance	95	
7	5123	40184					T Life Insurance	13	
8	5124	40184					T Life Insurance	1.34	
9	5129	40184					T Life Insurance	3.79	
10	5133	40184					T Life Insurance	3.64	
11	5151	40184					T Life Insurance	10 32	
12	5154	40184					T Life Insurance	1.13	
13	5155	40184					T Life Insurance	1 34	
14	5156	40184					T Life Insurance	.22	

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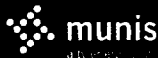
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Duplin County, NC
JOURNAL INQUIRY

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	05	430	BUA	11/19/2021	11/19/2021	120621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT OB		
1	4110	42010					T				1,000.00	
2	4110	43250					T	AUCTION FEESGOVDEALS			50.00	
3	4110	43110					T	POSTAGE	488.00			
4	4110	44910					T	TRAVEL	342.00			
5	4110	43540					T	DUES AND SUBSCRIPTIONS	220.00			
6	5167	42980					T	SOFTWARE MAINTENANCE			2,500.00	
7	5164	42980					T	PROGRAM SUPPLIES	2,500.00			
8	5300	43510					T	PROGRAM SUPPLIES			300.00	
9	5300	42120					T	REPAIRS BUILDING AND GROUNDS	300.00			
10	4210	43110					T	UNIFORMS			200.00	
11	4210	43540					T	TRAVEL	100.00			
12	4210	42600					T	SOFTWARE MAINTENANCE	100.00			
							T	OFFICE SUPPLIES				
** JOURNAL TOTAL									0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	05	464	BUA	11/23/2021	11/23/2021	120621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT OB		
1	6160	41990					T				2,000.00	
2	6160	43520					T	PROFESSIONAL SERVICES	2,000.00			
								REPAIRS & MAINTENANCE EQUIPME				
** JOURNAL TOTAL									0.00		0.00	



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Duplin County, NC
JOURNAL INQUIRY

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	05	513	BUA	11/29/2021	11/29/2021	120621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	4210	43110					T				200.00	
2	4210	43910					T	TRAVEL	200.00			
								ADVERTISING				
** 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	05	535	BUA	11/29/2021	11/29/2021	120621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	5114	42370					T				735.00	
2	5133	42980					T	INJECTABLES			735.00	
3	5163	41990					T	PROGRAM SUPPLIES			735.00	
4	5114	43911					T	PROFESSIONAL SERVICES	735.00			
5	5133	43911					T	ADVERTISING	735.00			
6	5163	43911					T	ADVERTISING	735.00			
							T	ADVERTISING				
** 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	06	21	BUA	12/01/2021	12/01/2021	120621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	4335	42980					T				2,550.00	
2	4335	43110					T	PROGRAM SUPPLIES	2,550.00			
3	5121	42600					T	TRAVEL			200.11	
								OFFICE SUPPLIES				

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE		
2022	06		21 BUA	12/01/2021	12/01/2021	120621	chelsey.lanier	1	N	Hist	2022			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB	
							ACCOUNT DESCRIPTION							
4	5121	42980					T					200.11		
5	4310	45100					T	PROGRAM SUPPLIES					500.00	
6	4310	43911					T	CAPITAL OUTLAY				500.00		
7	5114	42370					T	ADVERTISING						9,000.00
8	5114	41990					T	INJECTABLES				9,000.00		
								PROFESSIONAL SERVICES						
								** JOURNAL TOTAL				0.00		0.00
								** GRAND TOTAL				0.00		0.00

9 Journals printed

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

A RESOLUTION BY THE DUPLIN COUNTY BOARD OF EDUCATION
ADOPTING REVISED ELECTORAL DISTRICTS

WHEREAS, pursuant to Session Law 2013-320/House Bill 870 enacted by the North Carolina General Assembly, both the Duplin County Board of Commissioners and Board of Education shall each consist of five members elected from the five (5) districts as described therein;

WHEREAS, pursuant to an Order entered January 7, 2014 by the United States District Court for the Eastern District of North Carolina, Southern Division, in the matter of National Association for the Advancement of Colored People, Inc. (NAACP) et. al. v. Duplin County, North Carolina, et. al. (No. 7:88-CV-5-FL), the five districts set forth in Session Law 2013-320/House Bill 870 were deemed to comply with the Voting Rights Act of 1965 and other applicable federal law;

WHEREAS, the 2014 federal court Order requires the Board of Commissioners and Board of Education to consider changes in district lines, as necessary to maintain districts which are equal in population, upon receipt of 2020 census data;

WHEREAS, the ongoing Covid-19 emergency led to delays in the release of census data, which the United States Commerce Department and Census Bureau indicated were necessary to ensure public health and an accurate count;

WHEREAS, pursuant to N.C. Gen. Stat. § 115C-37, the Duplin County Board of Education shall review and revise its electoral districts in accordance with state and federal law following receipt of each decennial census;

WHEREAS, based upon the 2020 census data, the Board of Education finds that its electoral districts must be redefined to address substantial inequalities of population among the districts;

WHEREAS, Representative Jimmy Dixon offered the assistance and expertise of the General Assembly's staff in redrawing the electoral districts;

WHEREAS, the Board of Commissioners, Board of Education, and the Duplin County NAACP collaborated with Representative Dixon and the General Assembly's staff in an effort to draw a redistricting plan that is satisfactory to all of the parties;

WHEREAS, the Board of Education finds that the attached map reflecting revised electoral districts complies with all state and federal law, including but not limited to N.C. Gen. Stat. § 115C-37, the Voting Rights Act of 1965 and all Orders entered in the matter of National Association for the Advancement of Colored People, Inc. (NAACP) et. al. v. Duplin County, North Carolina, et. al. (No. 7:88-CV-5-FL); and

STATE OF NO ROLINA
DUPLIN COUNTY

85-01

STATE OF EMERGENCY ORDINANCE

Preface

Occasionally, whether by accident or acts of nature, it becomes desirable to restrict public access to a particular area, and/or to restrict the movement of certain items/materials. This need can be for the purpose of allowing emergency vehicles and personnel into the stricken area, for riot control, the prevention of plunder, etc., or for the purpose of reducing the dangerous effects of a hazardous materials accident. For whatever the reason, government has a responsibility within its capability, to protect its innocent citizens from exposure to unnecessary danger. This can be helped through the element of "crisis management". Thus, the principle reason for this ordinance is to assist public officials in providing "crisis management" where necessary and thus lessen the risk of personal danger and property damage.

s/Calvin Turner
Chairman

DUPLIN COUNTY STATE OF EMERGENCY ORDINANCE

AN ORDINANCE AUTHORIZING THE PROCLAMATION OF A STATE OF EMERGENCY AND THE IMPOSITION OF PROHIBITIONS AND RESTRICTIONS DURING A STATE OF EMERGENCY.

Section I. Purpose

The purpose of the ordinance is to provide an avenue whereby the Chairman of the Board of County Commissioners can take action, on an emergency basis, to minimize possible suffering of citizens or possible property damage by limiting access to certain areas, and/or to limit the movement of objects or people during certain periods.

Section II. Authority

This Ordinance issued under the authority of Chapter 14, Article 36A, as amended, of the North Carolina General Statutes.

Section III. State of Emergency. Restrictions Authorized

(a) A state of emergency shall be deemed to exist whenever, during times of public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, public safety authorities are unable to maintain public order or afford adequate protection for lives, safety or property, or whenever the occurrence of any such condition is imminent.

(b) In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within Duplin County or any part thereof, or threatening damage to or destruction of property, the Chairman of the Board of Commissioners of Duplin County is hereby authorized and empowered under Section 14-288.13 to issue a public proclamation declaring to all persons the existence of such a state of emergency, and, in order to more effectively protect the lives and property of people within the county, to place in effect any or all of the restrictions hereinafter authorized.

(c) The Chairman is hereby authorized and empowered to limit by the proclamation the application of all or any part of such restrictions to any area specifically designated or described within the county and to specific hours of the day or night; and to exempt from all or any part of such restrictions, while acting in

NOW, THEREFORE BE IT RESOLVED, the Duplin County Board of Education hereby approves the attached map setting forth five (5) revised electoral districts. These districts shall be in effect for the November 2022 election and will remain in effect unless otherwise lawfully modified.

BE IT FURTHER RESOLVED that the Board Attorney is directed to send a copy of this resolution along with the block assignment files to the Duplin County Board of Elections and GIS Department as soon as possible. If required by law, the Board Attorney is further authorized to seek approval of this plan by the United States District Court for the Eastern District of North Carolina.

Adopted this the 16th day of November 2021.



Brent Davis, Chair
Duplin County Board of Education

ATTEST:


Austin Obasohan, Ed.D.
Superintendent

(b) "Dangerous weapon or substance" means:

- (1) Any deadly weapon, ammunition, incendiary device, explosive, gasoline, or other instrument or substance designed for a use that carries a threat of serious bodily injury or destruction of property.
- (2) Any other instrument or substance that is capable of being used to inflict serious bodily injury or destruction of property, when the circumstances indicate that there is some probability that such instrument or substance will be so destructively used.
- (3) Any part or ingredient in any instrument or substance included above.

(c) If imposed, the restrictions shall apply throughout the jurisdiction of the County or such part thereof as designated in the proclamation.

Section VIII. Restrictions on Access to Areas

(a) The proclamation may prohibit obtaining access or attempting to obtain access to any area, designated in the manner described in this section, in violation of any order, clearly posted notice, or barricade indicating that access is denied or restricted.

(b) Areas to which access is denied or restricted shall be designated by the Sheriff and his subordinates when directed in the proclamation to do so by the Chairman. When acting under this authority, the Sheriff and his subordinates may restrict or deny access to any areas, street, highway or location within the County if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.

Section IX. The Proclamation May Prohibit or Restrict

- (a) Movements of people in public places;
- (b) The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate; and
- (c) Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency within the area designated in the proclamation.

Section X. Amendments of the Proclamation

The Chairman may amend or extend the proclamation from time to time, making such modifications as he would have been authorized to include in the original proclamation.

Section XI. Removal of Prohibitions and Restrictions

The Chairman shall by proclamation remove the prohibitions and restrictions as the emergency no longer requires them, or when directed to do so by the Board of Commissioners. However, the proclamation shall expire five days after its last imposition unless sooner terminated.

Section XII. Separate and Superseding Proclamations

The Chairman in his discretion may invoke the restrictions authorized by this ordinance in separate proclamations, and may amend any proclamation by means of a superseding proclamation.

the line of and within the scope of their respective duties, law enforcement officers, firemen and other public employees, rescue squad members, doctors, nurses, employees of hospitals and other medical facilities, on-duty military personnel whether state or federal, on-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit, and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health and welfare needs of the people within the county.

Section IV. Proclamation Imposing Prohibitions and Restrictions

(a) The Chairman of the Board of Commissioners of Duplin County by proclamation may impose the prohibitions and restrictions specified in Sections V through IX of this ordinance in the manner described in those sections. The Chairman may impose as many of those specified prohibitions and restrictions as he finds are necessary, because of an emergency, to maintain an acceptable level of public order and services, and to protect lives, safety, and property. The Chairman shall recite his findings in the proclamation.

(b) The proclamation shall be in writing. The Chairman shall take reasonable steps to give notice of the terms of the proclamation to those affected by it and shall post a copy of it in the County Courthouse. The Chairman shall retain a text of the proclamation and furnish upon request certified copies of it for use as evidence.

Section V. Curfew

(a) The proclamation may impose a curfew prohibiting in certain areas and during certain periods the appearance in public of anyone who is not a member of an exempted class. The proclamation shall specify the geographical area or areas and the period during each 24-hour day to which the curfew applies. The Chairman may exempt from some or all of the curfew restrictions classes of people whose exemption the Chairman finds necessary for the preservation of the public health, safety, and welfare. The proclamation shall state the exempted classes and the restrictions from which each is exempted.

(b) Unless otherwise specified in the proclamation, the curfew shall apply during the specified period each day until the Chairman by proclamation removes the curfew.

Section VI. Restrictions on Possession, Consumption, or Transfer of Alcoholic Beverage

The proclamation may prohibit the possession or consumption of any intoxicating liquor; including beer and wine, other than on one's own premises, and may prohibit the transfer, transportation, sale or purchase of any intoxicating liquor within the area of the County described in the proclamation. The prohibition, if imposed, may apply to transfers of intoxicating liquor by employees of Alcoholic Beverage Control stores as well as by anyone else within the geographical area described.

Section VII. Restrictions on Possession, Transportation, and Transfer of Dangerous Weapons and Substances

(a) The proclamation may prohibit the transportation or possession of one's own premises, or the sale or purchase of any dangerous weapon or substance. The Chairman may exempt from some or all of the restrictions classes of people whose possession, transfer, or transportation of certain dangerous weapons or substances is necessary to the preservation of the public health, safety, or welfare. The proclamation shall state the exempted classes and the restrictions from which is exempted.



EMERGENCY MANAGEMENT ORDINANCE

ARTICLE I – GENERAL

Section 1. TITLE AND AUTHORITY

This ordinance shall be known as the Emergency Management Ordinance of Duplin County, North Carolina, and may be cited as such and referred to as the “ordinance”. This ordinance is adopted under the provisions:

Article 1A of Chapter 166A of the General Statutes, entitled “North Carolina Emergency Management Act,” which revises and recodifies and sets forth the authority and responsibility of the Governor, State agencies, and local governments in prevention of, preparation for, response to, and recovery from natural or man-made emergencies;

G.S. §166A-19.15, which is part of the North Carolina Emergency Management Act, assigns to Counties responsibility for emergency management within the geographical limits of such county;

G.S. §166A-19.22, which is part of the North Carolina Emergency Management Act, authorizes counties to declare a state of emergency under conditions and following procedures contained in G.S. §166A-19.22;

G.S. §166A-19.31 authorizes counties to enact ordinances to empower their Boards, to exercise certain powers and authorities to deal with states of emergency.

Section XIII. In case of Absence or Disability of Chairman

In case of the absence or disability of the Chairman, the Vice-Chairman of the Board of Commissioners, or such other person as may be designated by the Board of Commissioners, shall have and exercise all of the powers herein given the Chairman.

Section XIV. Penalty for Violation

Any person violating any prohibition or restriction imposed by a proclamation authorized by this ordinance shall be guilty of a misdemeanor, punishable upon conviction by a fine not exceeding \$50 or imprisonment not exceeding 30 days, as provided by G.S. 14-4.

Section XV. Repeal of Conflicting Ordinances

All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section XVI. Territorial Applicability

This ordinance shall not apply within the corporate limits of any Municipality, or within any area of the County over which the Municipality has jurisdiction to enact general police-power ordinances, unless the Municipality by resolution consents to its application, in which event it shall apply to such areas as fully and to the same extent as elsewhere in the County.

Section XVII. Validity

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentences, clauses, or phrases be declared invalid.

Section XVIII. Effective Date of Ordinance

This ordinance shall take effect the 1st day of August, 1985.

ATTEST: s/Ralph Cottle

s/Calvin C. Turner
Calvin C. Turner, Sr., Chairman
Duplin County Board of Commissioners

the North Carolina General Statutes, or where the context clearly indicates or requires a different meaning.

Section 4. PRESERVATION OF AUTHORITY

- a. This chapter does not relieve any county department or agency of the responsibilities or authority given to it by state law or by local chapter, nor will it adversely affect the work of any volunteer agency organized for relief in disaster situations.
- b. This chapter does not abridge or modify the authority of emergency medical services personnel, law enforcement, firefighters, or other relevant public officers and agencies from exercising their authority to protect public health and safety, as that authority is established by state and local law.
- c. This chapter shall not abridge or modify the authority of the governor or their delegates to implement emergency measures during declared states of disaster or emergency.

Section 5. VIOLATIONS

- a. Violations of any provision of this Chapter or declaration enacted or declared under this chapter shall be punished in accordance with N.C.G.S. §14-288.20A(1).
- b. Any person interfering with, or obstructing, hindering, or delaying any public officer in performing their duties under the provisions of this ordinance, or any declaration, regulation or plan issued thereunder shall be punished in accordance with N.C.G.S. §14-223.

ARTICLE II – DUPLIN COUNTY EMERGENCY MANAGEMENT AGENCY

Section 1. ORGANIZATION AND APPOINTMENTS

- a. The organization shall consist of the following:
 - 1. An agency of emergency management within the Office of Emergency Management, under the direction of the Board of Commissioners, through the County Manager and subordinate county staff, as authorized by N.C.G.S. §166A-19.15(2).
 - 2. A director of the emergency management agency will be appointed. The Director will be a person well-versed and trained in emergency management processes and procedures involving the activities of various agencies that serve to protect public health, safety, and welfare in the event of an emergency.
 - 3. The Director shall designate and appoint a Deputy Emergency Manager to assume the duties of the Director in the event of their absence or disability. The Director and all other employees shall meet all requirements of state law to serve in emergency management and take the prescribed oath.

Section 2. PURPOSE

- a. The intent and purpose of this ordinance is to establish an emergency management agency to ensure the complete and efficient utilization of all resources of Duplin County in the event of an emergency or disaster.
- b. The emergency management agency shall be the coordinating entity for all activity in connection with emergency management within the county; it will be the agency through which the Board of Commissioners and Town Council(s), when applicable, will exercise the authority and discharge the responsibilities vested in them during states of disaster or emergency.
- c. The emergency management agency shall be the central coordinating agency for activities and programs relating to emergency and disaster prevention, protection, mitigation, response and recovery among agencies and officials of the county and with similar agencies and officials of other counties, the state and federal agencies; and with other private and quasi-official organizations.

Section 3. DEFINITIONS

- a. Emergency. An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, health-related or riot-related cause. Timeframe or period of emergency is defined as the time of initial complaint until the final resource allocated returns to normal service.
- b. Emergency Management Forces. The employees, equipment and facilities of all county and municipal departments, boards, councils, institutions, acting in furtherance of the purposes of this ordinance. It shall also include all volunteer personnel, equipment and facilities contributed by or obtained from volunteer persons or agencies who have offered services to, and been formally accepted by the County of Duplin, and are therefore working in the capacity of emergency management volunteers.
- c. Having control over. Shall mean, but not limited to, any person using, transferring, storing or transporting a hazardous material immediately prior to the release of such hazardous material onto the land or into the air or the waters of Duplin County.
- d. Hazardous Material. Any substance which, when discharged in any quantity, may present an imminent and substantial danger to the public health or welfare or to the environment.
- e. Hazardous Material Response. The sending of a fire department or its agent(s), personnel, or equipment to abate, control, or remedy the spread of hazardous materials which endanger the health or safety of persons or the environment.
- f. Person. Includes individuals, firms, partnerships, associations, institutions, corporations, local governments, and governmental agencies.
- g. For the purposes of this chapter all other words used herein shall have their usual definition, unless those words and terms have been specifically defined by a relevant statute, such as N.C.G.S. §166A-19.3 or other statute in Article 1A of Chapter 166A of

- times. The emergency operations plan shall have the full effect of local law whenever an emergency or disaster occurs.
- b. Supporting plans shall be maintained by the emergency management agency to ensure coordinated activities in the prevention, protection, mitigation, responses, and recovery from emergencies phases of emergency management. In the preparation of these plans, the services, equipment, facilities, and personnel of all existing departments and agencies shall be utilized to the fullest extent. When the plans are published, each department or agency shall perform those functions assigned to it by the plans.
- c. The emergency management agency shall describe in emergency plans those positions for which lines of succession are necessary. In each instance, the responsible person within the cognizant department or agency shall designate and file with the emergency management agency a current list of three persons to be successors to each key position. The list shall be in the order of succession and shall designate persons most capable of carrying out all duties and functions assigned to the position.
- d. Each department or agency designated in emergency plans shall be responsible for carrying out all designated duties and functions designated by the plan. Duties will include organization and training of assigned employees and volunteers. Each department shall formulate procedures to implement the plan for the organization.
- e. When a skill required for response or recovery from a declared emergency function is not available within local government, the Director shall be authorized to seek assistance beyond local government resources.

Section 4. PLANNING RELATED TO SPECIAL FACILITIES

- a. Special facilities are those institutions or organizations whose populations are dependent upon the institution for transportation or care.
- b. Special facilities are required to have a plan in place to be self-sufficient in an emergency that would require the evacuation of their facility due to a natural or technological disaster.
- c. These institutions include, but are not limited to, assisted living facilities, hospitals, schools (public and private), day-care centers, elderly centers, or other organizations.
- d. The institutions shall submit copies of their disaster plan to the emergency management agency for review on a regular basis as defined by the emergency management agency.

Section 5. CONTINUITY OF OPERATIONS PLANS

- a. To facilitate emergency preparedness planning for Duplin County, all components of Duplin County (the Manager’s Office, departments, authorities, independent agencies, and independently elected officers) shall prepare continuity of operations plans pursuant to directions and guidelines from the emergency management agency. These continuity plans must establish a comprehensive and effective program that maintains the continuity of essential departmental functions during any emergency or other situation that disrupts

4. The Emergency Management Forces as defined in Article 1, Section 3 of this ordinance. Duties assigned to county shall be the same as, or similar to, the normal duties of the department, where possible.

Section 2. DUTIES AND RESPONSIBILITIES OF THE DIRECTOR

- a. The Director shall be responsible for the organization, administration and operation of the emergency management agency. The Director shall coordinate the activities, services and programs for emergency management and disaster response and recovery within Duplin County and shall maintain liaison with the state and federal authorities and the authorities of nearby political subdivisions to ensure the most effective operation and implementation of the emergency management plans.
- b. The Director’s duties shall include, but not be limited to, the following:
1. Manage a comprehensive emergency management program for Duplin County pursuant to Chapter 166A, including, but not limited to elements addressing prevention, protection, mitigation, response, and recovery from emergencies.
 2. Compel and coordinate the activity of all other public and private agencies engaged in any emergency management activities within the County of Duplin.
 3. Through public informational programs, educating the populace as to actions necessary and required for the protection of their persons and property in case of enemy attack, terrorism, or disaster, either impending or present.
 4. Manage exercises to ensure the efficient operation of the emergency management forces and familiarize residents, businesses, educational institutions, and partner agencies with emergency management regulations, procedures and operations.
 5. Monitor and advise the manager of any and all threats, emergencies or disasters that pose a risk to the lives and safety of the residents of Duplin County, proposing solutions for their decision on how best to protect people and property from imminent danger or from further damage.
 6. Procure supplies and equipment, institute training programs, public preparedness information and education programs, manage and coordinate disaster drills and exercises in accordance with county-wide emergency plans.
 7. Manage the Duplin County Emergency Operations Center as the central coordinating entity during emergencies or disasters.

Section 3. EMERGENCY MANAGEMENT PLANS

- a. A countywide, all-hazard, emergency operations plan shall be adopted and maintained by the Board of Commissioners. In the preparation of this plan, the services, equipment, facilities, and personnel of all existing departments and agencies shall be utilized to the fullest extent. When the plan is approved, each department or agency shall perform those functions assigned to it by the plan and shall maintain a current state of readiness at all

abatement, removal, control and remedial measures associated with the hazardous material emergency. Assistance shall consist of any or all of the following:

- 1. Comply with the direction of the Duplin County Emergency Management Director;
 - 2. Supply emergency response plan information for the site;
 - 3. Supply emergency response equipment, personnel and materials available on site.
- c. Fees for the hazardous material response on behalf of Duplin County or its agent(s) shall be established by the Board of County Commissioners of Duplin County and set forth in Appendix A of this ordinance, "Hazardous Material Response Fees."
- d. Payment of fee associated with hazardous material response:
- 1. Upon completion of the response to a hazardous materials emergency by Duplin County or its agent(s) under the provisions of this Section, the County shall thereupon mail or deliver to the owner of and/or the person having control over the hazardous materials that created the emergency a bill covering the costs of response, including but not limited to abatement, remediation, control, and removal.
 - 2. As provided for in Section 160A-193 of the General Statutes, the amount of the bill may become a lien upon such property, land, or premises where the hazardous materials emergency arose, and if not paid within thirty (30) days, may be collected in the same manner as provided for the collection of delinquent or unpaid taxes.

Section 7. HAZARDOUS MATERIAL ROUTE

The transportation of hazardous material through Duplin County is regulated to the following:

- a. Hazardous material transportation shall be limited, when reasonably possible, to major thoroughfares and traffic arteries. These are defined as state-maintained highways and interstate highways (i.e. NC Highway 50, NC Highway 117, & Interstate 40).
- b. Hazardous material transportation will, when reasonably possible, bypass or avoid more densely populated areas such as municipal limits, scheduled public gatherings, and other traffic incidents in order to limit the risk of potential exposure.
- c. Hazardous material transportation will follow all applicable federal, state and local laws, ordinances, regulations, and reporting requirements. Should this ordinance conflict with any of the aforementioned, the more stringent or safe-minded action shall be followed.

ARTICLE III - STATE OF EMERGENCY

Section 1. DELEGATION OF AUTHORITY TO DECLARE A STATE OF EMERGENCY

- a. In the event of an existing or imminent emergency endangering the lives, safety, health and welfare of the people within Duplin County, or any part thereof, or threatening

normal operations. Duplin County shall ensure that such contingency plans are consistent with other emergency and disaster plans within Duplin County.

- b. Continuity of operations plans shall be reviewed by each department, authority, independent agency, and independently elected officer, updated annually, and then submitted to the emergency management agency by the last day of September each year in an emergency management approved format and shall address, at a minimum, the following areas:
 - 1. Assignment of personnel as the continuity of operations program manager;
 - 2. Direction and control including authorities and responsibilities of key personnel, the succession of key departmental leadership, and delegations of authority;
 - 3. Identification of essential and non-essential departmental functions and staffing capabilities required to continue providing essential functions;
 - 4. Activation, mobilization, relocation, alert, notification, and implementation plans for activating the continuity of operations plan;
 - 5. Alternate facility operations;
 - 6. Communications (primary and back-up) systems that will be used to keep employees, on-duty and off-duty, informed of departmental response activities, to coordinate employees in order to carry out departmental missions, to keep in contact with customers and suppliers, and to coordinate with the Duplin County EOC;
 - 7. Protection of facilities, equipment, supplies, and vital records;
 - 8. Recovery and restoration of services including employee support, critical asset repair/replacement, and the continuity of operations;
 - 9. Administration and logistics.
- c. Under the direction, and per the standards, of the emergency management agency, each department shall test their continuity of operations plan bi-annually.

Section 6. HAZARDOUS MATERIAL RESPONSE

- a. The Director shall have the authority to enter public or private property, with or without the owners' consent to respond to hazardous materials emergencies and complaints. Upon finding such a warranted claim, the Director shall identify and dispatch the appropriate resources to summarily abate, remedy, or control the spread of hazardous materials which are emitted into the environment in such a manner as to endanger the health or safety of the general public or the environment.
- b. Responsibility. The property owner and/or the person exercising control over the hazardous material that creates the hazardous material response shall be held financially liable for the response, abatement, control, and remedial costs incurred by Duplin County or its agent(s) during the emergency. The property owner and/or the person exercising control over such hazardous material shall assist Duplin County or its agent(s) in

employees, and newspaper, radio, and television employees. The declaration shall state the exempted classes and the restrictions from which each is exempted.

Section 3. EVACUATION

The Chairperson may direct and compel the voluntary or mandatory evacuation of all or part of the population of the county; to prescribe routes, modes of transportation, and destination in connection with evacuation; and to control ingress and egress of a disaster area, the movement of persons within the area and the occupancy of premises therein. Details of the evacuation may be set forth or amended in a subsequent declaration which shall be well publicized.

Section 4. CURFEW

- a. The declaration may impose a curfew prohibiting in certain areas and during certain periods the appearance in public of anyone who is not a member of an exempted class. The proclamation shall specify the geographical area or areas and the period during each 24-hour day to which the curfew applies.
- b. Unless otherwise specified in the proclamation, the curfew shall apply during the specified period each day until the chairperson by declaration removes the curfew.

Section 5. RESTRICTION ON ACCESS TO AREAS

- a. The declaration may prohibit obtaining access or attempting to obtain access to any designated area in violation of any order, clearly posted notice or barricade indicating that access is denied or restricted.
- b. Areas to which access is denied or restricted shall be designated by the Sheriff and his subordinates or other law enforcement officer when directed in the declaration to do so by the Chairperson. When acting under this authority, the Sheriff and his subordinates may restrict or deny access to any area, street, highway, or location within the county if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.
- c. During a declared emergency, and within the emergency area, the Sheriff of Duplin County is delegated authority to close streets, roads, highways, bridges, vehicular areas, or other areas ordinarily used for vehicular travel, except to the movement of emergency responders and other persons necessary for recovery from the emergency. When the Sheriff so acts, they are to provide prompt notification to the Emergency Operations Center.

Section 6. RESTRICTIONS ON ALCOHOLIC BEVERAGES

The declaration may prohibit the possession or consumption of any alcoholic beverage, including beer, wine, and spirituous liquor, other than on one's own premises. It may prohibit the transfer, transportation, sale, or purchase of any alcoholic beverage within the area of the county

damages to or destruction of property, the Chairperson of the Board of Commissioners is hereby authorized and empowered under N.C.G.S. §166A-19.31 to issue a public declaration of the existence of such a state of emergency and, in order to more effectively protect the lives and property of people within the county, to place in effect any or all of the restrictions and prohibitions hereinafter authorized. The Chairperson shall fully utilize all available emergency service and management agencies and shall consult with appropriate subject matter experts in deciding to issue declaration and in determining the appropriate restrictions and prohibitions to impose.

- b. In case of the absence or disability of the Chairperson, the Vice-Chairperson of the Board of Commissioners shall have and exercise all of the powers herein given the Chairperson.
- c. In case of the absence or disability of the Vice-Chairperson of the Board of Commissioners, the longest-serving Commissioner, or such other person as may be designated by the Board of Commissioners, shall have and exercise all of the powers herein given the Chairperson.

Section 2. DECLARATION IMPOSING PROHIBITIONS AND RESTRICTIONS

- a. The Chairperson of the Board of Commissioners by declaration may impose the prohibitions and restrictions specified in this article in the manner described in those respective sections. The Chairperson may impose as many of those specified prohibitions and restrictions as they find necessary because of the declared emergency to maintain an acceptable level of public order and services and to protect lives, safety and property. The Chairperson shall recite the findings underlying their decision in the declaration.
- b. The declaration shall be in writing. For purposes of this Article, and when circumstances do not permit the issuance of a traditional document, an electronic document such as email or a pdf bearing an electronic signature shall constitute a writing. The Chairperson shall take reasonable steps to give notice of the terms of the declaration to those affected by it and shall post a copy of it in the county courthouse, with the Clerk to the Board, and on the County's website. The Chairperson shall send reports of the substance of the declaration to the mass communications media which serve the affected area. The Chairperson shall retain a text of the proclamation and furnish upon request certified copies of it.
- c. The Chairperson is hereby authorized and empowered to limit by the declaration the application of all or any part of such restrictions to any area specifically designated or described within the county and to specific hours of the day or night and to exempt from all or any part of such restrictions, classes of people whose exemption the Chairperson finds necessary for the preservation of the public order, public health, safety, or welfare needs of people within the county while they are acting within the scope of their official duties, or are acting under the direction of emergency response/recovery force personnel. Those exempt from restrictions may include, but not be limited to, firefighters, law enforcement personnel, EMS personnel, doctors, nurses, military personnel, public utility

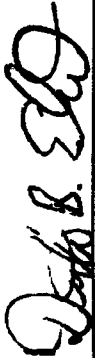
Section 11. TERRITORIAL APPLICABILITY

This article shall not apply within the corporate limits of any municipality unless either the Town Council or Mayor consents to, or requests, the declaration of emergency's application.

Section 12. SEVERABILITY

Should any provisions of this chapter be declared invalid for any reason by any court of competent jurisdiction, such declaration of invalidity shall not affect the validity of the provisions or of this ordinance as a whole.

Adopted and effective this 20th day of September, 2021.


Dexter B. Edwards, Chair

Duplin County Board of Commissioners


Davis H. Brinson, Clerk

Duplin County Board of Commissioners

described in the declaration. The prohibition, if imposed, may apply to the transfer of alcoholic beverages by employees of alcoholic beverage control stores as well as by anyone else within the geographic area described.

Section 7. RESTRICTIONS ON DANGEROUS WEAPONS AND SUBSTANCES

The declaration may prohibit or restrict the possession, transportation, sale, purchase, storage, and use of gasoline and any dangerous weapon or substance, except for lawfully possessed firearms and ammunition.

a. "Dangerous weapon or substance" means:

1. Any item described as a "Dangerous weapon or substance" as defined in N.C.G.S. §14-288.1.
2. Any other instrument or substance that is capable of being used to inflict serious bodily injury or destruction of property when the circumstances indicate that there is some probability that such instrument or substance will be so used.
3. Any part or ingredient in any instrument or substance included above when the circumstances indicate a probability that such a part or ingredient will be so used.
4. "Firearm" has the same meaning as the term is defined in N.C.G.S. §14-409.39(2).

Section 8. OTHER RESTRICTIONS

The following activities or conditions may be prohibited or restricted:

1. Movement of people in public places;
2. The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate;
3. Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency within the area designated in the proclamation.

Section 9. REMOVAL OF PROHIBITIONS AND RESTRICTIONS

The Chairperson shall by declaration terminate the entire declaration of emergency or remove any of the prohibitions and restrictions when the emergency no longer requires them or when directed to do so by the Board of Commissioners.

Section 10. SUPERSEDING AND AMENDING DECLARATIONS

The Chairperson may, in their discretion, invoke the prohibitions and restrictions authorized by this article in separate declarations and may amend any declaration by means of an amendment to or superseding declaration.

To: Trisha-Ann Hoskins
Administrative Officer/
Deputy Clerk to the BOCC
County Manager's Office

From: Helping Hands Outreach (HHO), Inc.

Dear Madam:

May this letter serve as an introduction to Helping Hands Outreach (HHO) Inc., based in Wallace, North Carolina. As the Pastor, Bishop Curtis West Sr., I hereby submit our proposal for your review. We are requesting \$78,000 from the Duplin County Office for the following:

- \$60,000 – To pave one-half of the parking lot to prevent mud puddles from developing in the driveway
- \$8,500 – To extend the Food Storage shed by 30/60 feet
- \$5,000 – To complete repairs to the road entry for the distribution of the weekly food truck delivery
- \$2,500 – To install a water line for the shed
- \$2,000 – To complete service and repairs for the food truck

HHO is a 501(c)(3) charity committed to helping the community created by our church, Empact Ministry, on December 8, 2002. *Empact* means empowerment in action, it means not only giving someone fish and teaching them how to fish, but also empowering them with a sense of possibility so that they may find a whole new way of to catch fish that you've never thought of.

Our mission is to *empact* the community by providing support and resources to meet the needs of youth, adults, and families to strengthen the community as a whole by serving as a source of life enrichment, enhancement and empowerment. Helping Hands Outreach, Inc. has provided food and supplies with the last two major hurricanes. In addition, during the COVID pandemic, we have partnered with a local community program as a Food Distribution Center, serving approximately 200-300 people each week with healthy foods, vegetables, and other miscellaneous items such as vitamins and pet supplies. We also partnered with Duplin County Health Department to serve as a COVID vaccine testing site. Helping Hands Outreach, Inc. continues to strive to support the physical, emotional and overall well-being of its community members by implementing programs and/or services to meet these needs.

Thank you in advance for your consideration. We look forward to continue serving our community and being a resource for all.

EIN: 16-16308962

Sincerely,
Bishop Curtis West Sr.
Bishop Curtis West Sr.



Emergency Management Ordinance
Appendix A: Hazardous Material Response Fees

The Emergency Management Director is authorized to issue fees in the name of the county, or local first response agency for hazardous material response. Penalties shall be paid within thirty (30) days of the date of issuance or otherwise collected as specified in the Emergency Management Ordinance.

Engine or Truck/Ladder Company (each, per hour)	\$150.00
Heavy Rescue or Hazardous Material company (each, per hour)	\$300.00
Advanced Life Support EMS unit (each, per hour)	\$100.00
Law Enforcement Officer (each, per hour)	\$ 75.00
Chief or Command Officer (each, per hour)	\$100.00
Mobile Command Unit (each, per hour)	\$100.00
Emergency Generator/Light Tower	\$ 50.00
Traffic Message Board	\$ 50.00

Any other actual costs of abatement, control, removal or remediation of the hazardous materials other than set out above, including but not limited to the costs of services rendered by Duplin County, other departments, contractors, or agents acting on behalf of the County.



HELPING HANDS OUTREACH, INC

TO: TRISHA-ANN HOSKINS
ADMINISTRATIVE OFFICER/
DEPUTY CLERK TO THE BOCC
COUNTY MANAGER'S OFFICE

FROM: HELPING HANDS OUTREACH (HHO), INC.

DEAR MADAM,

MAY THIS LETTER SERVE AS AN INTRODUCTION TO HELPING HANDS OUTREACH (HHO) INC., BASED IN WALLACE, NORTH CAROLINA. AS THE PASTOR, BISHOP CURTIS WEST SR., I HEREBY SUBMIT OUR PROPOSAL FOR YOUR REVIEW. WE ARE REQUESTING \$78,000 FROM THE DUPLIN COUNTY OFFICE FOR THE FOLLOWING:

- \$60,000 - TO PAVE ONE-HALF OF THE PARKING LOT TO PREVENT MUD PUDDLES FROM DEVELOPING IN THE DRIVEWAY
- \$8,500 - TO EXTEND THE FOOD STORAGE SHED BY 30/60 FEET
- \$5,000 - TO COMPLETE REPAIRS TO THE ROAD ENTRY FOR THE DISTRIBUTION OF THE WEEKLY FOOD TRUCK DELIVERY
- \$2,500 - TO INSTALL A WATER LINE FOR THE SHED
- \$2,000 - TO COMPLETE SERVICE AND REPAIRS FOR THE FOOD TRUCK

HHO IS A 501(C)(3) CHARITY COMMITTED TO HELPING THE COMMUNITY CREATED BY OUR CHURCH, IMPACT MINISTRY. ON DECEMBER 8, 2002, IMPACT MEANS EMPOWERMENT IN ACTION. IT MEANS NOT ONLY GIVING SOMEONE FISH AND TEACHING THEM HOW TO FISH, BUT ALSO EMPOWERING THEM WITH A SENSE OF POSSIBILITY SO THAT THEY MAY FIND A WHOLE NEW WAY OF TO CATCH FISH THAT YOU'VE NEVER THOUGHT OF.

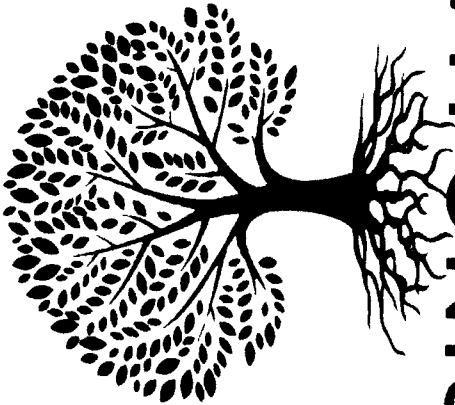
OUR MISSION IS TO IMPACT THE COMMUNITY BY PROVIDING SUPPORT AND RESOURCES TO MEET THE NEEDS OF YOUTH, ADULTS, AND FAMILIES TO STRENGTHEN THE COMMUNITY AS A WHOLE BY SERVING AS A SOURCE OF LIFE ENRICHMENT, ENHANCEMENT AND EMPOWERMENT. HELPING HANDS OUTREACH, INC. HAS PROVIDED FOOD AND SUPPLIES WITH THE LAST TWO MAJOR HURRICANES. IN ADDITION, DURING THE COVID PANDEMIC, WE HAVE PARTNERED WITH A LOCAL COMMUNITY PROGRAM AS A FOOD DISTRIBUTION CENTER, SERVING APPROXIMATELY 200-300 PEOPLE EACH WEEK WITH HEALTHY FOODS, VEGETABLES, AND OTHER MISCELLANEOUS ITEMS SUCH AS VITAMINS AND PET SUPPLIES. WE ALSO PARTNERED WITH DUPLIN COUNTY HEALTH DEPARTMENT TO SERVE AS A COVID VACCINE TESTING SITE. HELPING HANDS OUTREACH, INC. CONTINUES TO STRIVE TO SUPPORT THE PHYSICAL, EMOTIONAL AND OVERALL WELL-BEING OF ITS COMMUNITY MEMBERS BY IMPLEMENTING PROGRAMS AND/OR SERVICES TO MEET THESE NEEDS.

THANK YOU IN ADVANCE FOR YOUR CONSIDERATION. WE LOOK FORWARD TO CONTINUE SERVING OUR COMMUNITY AND BEING A RESOURCE FOR ALL.

EIN 16-16308962

SINCERELY,

BISHOP CURTIS WEST SR



HELPING HANDS

Outreach

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FOOD DRIVE



COVID TESTING



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Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

North Carolina Department of Public Safety
Emergency Management

William C. Ray, Director

Homeland Security Grant Program
(HSGP)

Fiscal Year 2021

AL #: 97.067
Grant #: EMW-2021-SS-00039

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

MOA #: 2140010

Period of performance:

October 1, 2021 to February 28, 2024

Subrecipient:

Duplin County
Tax ID/EIN #: 566000296
Duns #: 095124798

Award amount: \$16,900.00

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work see Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2021* (Pub. L. No. 116-260), (3) FY 2021 HSGP Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Projects managed by Recipient (NCEM) on behalf of Subrecipient - Return of Funds

By initialing, Subrecipient requests that Recipient (NCEM on behalf of State of North Carolina) retains all funds awarded to Subrecipient under this grant. Subrecipient desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. Subrecipient relieves itself from the requirements set forth in this MOA with respect to all funds returned to Recipient.

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2021

AL #: 97.067
Grant#: EMW-2021-SS-00039

SUBAWARD NOTIFICATION

Tracey Simmons-Komegay
Duplin County
224 Seminary Street
Kenansville, NC 28349

Period of Performance: October 1, 2021 to February 28, 2024
Project Title: Shelter Support Trailer
Total Amount of Award: \$16,900.00
MOA #: 2140010

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2021 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions, to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct, that there has been appropriate coordination with affected agencies, that subrecipient is duly authorized to commit the applicant to these requirements, that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities

GRANT AWARD NOTICE. THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 875-7685

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policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

8. **Supplantation**

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. **Compliance**

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 HSGP NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

10. **Responsibilities**

Recipient:

- A. Recipient shall provide funding to Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The federal award date is October 1, 2021. Funds allocated must be encumbered and invoices received by NCEM by February 28, 2024.
- D. Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Subrecipient shall expend FY 2021 HSGP Grant Program funds in accordance with the FY2021 HSGP NOFO, the grant application, and Subaward Notification.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, Subrecipient must submit to Recipient, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and DHS Standard Terms and Conditions (Attachment 4), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.

4. **Assignment of Funds by Subrecipient to Designated Third Party (not NCEM)**

By initialing, Subrecipient agrees to assign all funds awarded under this grant to a designated third party (an entity/organization other than NCEM). Subrecipient and designated third party agree to complete Appendix 6 to this MOA, which is to be signed by both parties, designating third party to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to third party.

5. **Compensation**

Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient’s cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 9 below regarding compliance.

6. **Funding Eligibility Criteria**

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

- A. Recipient/Subrecipient must:
 - i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
 - ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>.
 - iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
 - iv. Complete any procurement(s) and expenditures no later than February 28, 2024.
 - v. Provide quarterly progress reports to NCEM Grant Managers (ncemgrants1@ncdps.gov) using the grant Quarterly Report form (Attachment 2), by the following dates: *January 15th, April 15th, July 15th and October 15th.*
 - vi. Submit requests for reimbursement with all required documentation attached.
- B. File Retention (see Attachment 5 “Required Subrecipient File Documentation”): Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
 - i. Resolution/ordinance establishing Subrecipient as a state or local government, or nonprofit organization.
 - ii. Award letter, MOA, and supporting appendices.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
 - iv. Audit findings and corrective action plans.
 - v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

7. **Conditions**

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2021 HSGP Application packet, incorporated by reference herein. The Recipient and Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and

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ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, Subrecipient must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. Subrecipient must provide documentation that includes the method used to determine current fair market value.

v Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant.

P. Property and Equipment. Property and equipment purchased with HSGP funds shall be titled to Subrecipient, unless otherwise specified by NCEM, DHS and/or FEMA. Subrecipient shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOA. Subrecipient must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the HSGP grant, including this specific grant award to Subrecipient, is subject to use as a regional asset to be utilized and directed by DHS, NCEM, and Domestic Preparedness Region (DPR) partners statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, Subrecipient must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

Q. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

R. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.

S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.

T. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations

794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

E. Submit invoice(s) requesting reimbursement for item(s) received to NCEM Grants Management Branch (ncemgrants1@ncdps.gov). Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 HSGP NOFO . Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Subrecipient payment of invoice may be denied.

F. Complete the procurement(s) process not later than February 28, 2024.

G. Provide quarterly progress reports to NCEM Grant Managers (ncemgrants1@ncdps.gov) using the grant Quarterly Report form (Attachment 2), by the following dates: January 15th, April 15th, July 15th and October 15th.

H. Maintain a grant management filing system as required in this MOA (Attachment 5).

I. Provide a list at project Closeout to NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair, and Branch Office of all items purchased through this grant. This information is to be reported on the “Grant-Funded Typed Resource Report” (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTL.T) at <https://rtl.tl.pretoolkit.fema.gov/Public>.

J. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 4).

K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

L. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

M. Non-Supplanting Requirement. See paragraph 8 (Supplantation).

N. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.

O. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location condition and identification number may be used to meet this requirement.

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agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity’s fiscal year.

Refer to “State Grant Compliance Reporting Forms” on the following website for instructions and applicable forms for subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in state or federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in state or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in state funding or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 15 below for audits.

15. Audit Requirements

where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

U. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.

V. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

11. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

12. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

13. Warranty

As an independent subrecipient, the Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state

letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 HSGP NOFO referenced herein.

20. **Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

21. **Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

22. **Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

23. **Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

24. **Modification**

This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

25. **Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16**

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expendig-fema-award-funds-covered-telecommunications-equipment-services.pdf

For all federal grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M .0205, a subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

Per 2 CFR 200.501, a subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Subrecipient’s fiscal year end. Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.
- C. Make copies of the single audit available to the public.

16. **Subrecipient Monitoring**

See Attachment 7 for subrecipient monitoring.

17. **Points of Contact**

To provide consistent and effective communication between Subrecipient and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

18. **Public Records Access**

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

19. **Contracting/Subcontracting**

If Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant

26. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

27. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2024. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

28. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
 - iii. Equipment inventory records with photo documentation of labeling.
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports.
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and description.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

29. Lobbying Prohibition

000048

etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

33. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552a and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design,

thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200 300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

32. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit,

even if certain assurances in the form may not directly apply to subrecipient’s specific program to ensure that all possible situations are covered.

38. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Quarterly Report Form
 - Attachment 3 Grant Funded Typed Resource Report
 - Attachment 4 DHS Standard Terms and Conditions
 - Attachment 5 Required Subrecipient File Documentation
 - Attachment 6 NCEM Communications Branch Memo
 - Attachment 7 Subrecipient Monitoring

development, or operation of a system of records on behalf of the DHS.

34. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish 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. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient’s policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, 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).

35. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Eddie M. Bufaloe Jr., Secretary for the North Carolina Department of Public Safety.

36. Term of this Agreement

This MOA shall be in effect from October 1, 2021 to February 28, 2024.

37. Statement of Assurances

Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. Subrecipient must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. Subrecipient must still complete the appropriate form(s)

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DUPLIN COUNTY
224 SEMINARY STREET
KENANSVILLE, NC 28349

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

BY: [Signature]

APPROVED AS TO PROCEDURES:

BY: TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

BY: William Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: _____

BY: EDDIE M. BUFFALOE JR., SECRETARY
DEPARTMENT OF PUBLIC SAFETY

BY: _____

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2021 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY CASANDRA SKINNER HOEKSTRA, INTERIM SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE HSGP FOR OTHER FISCAL YEARS.

Quarterly Progress Report

FY 2021 HSGP

Subrecipient: Duplin County
MOA #: 2140010
Grant award amount: \$ 16,900.00

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.

Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)	
Funds expended prior quarters	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to ncemgrants1@ncdps.gov.

Attachment 1

Attachment 3

DocuSign Envelope ID: BDFCA381-718A-4551-AE9F-41161634B6C0

Attachment 3 - EXAMPLE

Grant-Funded Typed Resource Report

Tool Instructions:
1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:								
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches								
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (If applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments	
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.	
Training	Incident Management	Incident Management Team	III	N/A	N/A	50	8	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.	
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS Teams will begin training to complete the resource.	
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.	

Tool Instructions

SUBGRANTEE:

GRANT#:

PROJECT:

[illegible]

Attachment 4

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1 Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- 2 Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3 Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- 4 Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5 Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1 Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- 2 Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3 Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- 4 Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5 Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106)

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V.

Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirements**
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. **Proceedings about Which Recipients Must Report**

Recipients must submit the required information about each proceeding that

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overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Elv America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, (*NEPA*) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*, and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19

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- b. *Conviction:* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. *Applicability* Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term)
- b. *Where and when to report*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS)
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
 - c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>
- 2. **Reporting Total Compensation of Recipient Executives.**

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320,
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* ("Transparency Act"), as defined at 2 C.F.R. § 170.320 (and subawards), and

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- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition,
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more,
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if
 - a) It could have led to an outcome described in this award term and condition,
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding:* means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report

- a Subawards, and

- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions

For purposes of this award term.

- a *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f)

- b *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25

- 1) A Governmental organization, which is a state, local government, or Indian tribe,
- 2) A foreign public entity;

- 3) A domestic or foreign nonprofit organization,

- 4) A domestic or foreign for-profit organization,

- c *Executive* means officers, managing partners, or any other employees in management positions

- d *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient

- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331)

- 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract

- e *Subrecipient* means a non-federal entity or federal agency that:

- 1) Receives a subaward from the recipient under this award; and

- 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

- f *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see 17 C.F.R. § 229.402(c)(2)):

- 1) *Salary and bonus*.

- 2) *Awards of stock, stock options, and stock appreciation rights*: Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and

- c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> to determine if the public has access to the compensation information.)

- 3) *Where and when to report*: Recipients must report executive total compensation described in paragraph 2 a of this award term

- a) As part of the recipient's registration profile at <https://www.sam.gov>

- b) By the end of the month following the month in which this award is made, and annually thereafter

3. Reporting of Total Compensation of Subrecipient Executives.

- a *Applicability and what to report*: Unless recipients are exempt as provided in paragraph 4 of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—

- a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and

- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards), and

- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> to determine if the public has access to the compensation information.)

- b *Where and when to report*: Subrecipients must report subrecipient executive total compensation described in paragraph 3 a of this award term

- 1) To the recipient

- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year

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2. **Provision applicable to recipients other than a private entity.**
DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- a

Is determined to have violated an applicable prohibition in paragraph 1 a of this award term, or
- b

Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1 a of this award term through conduct that is either—

1)

Associated with performance under this award, or

2)

Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C F R Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C F R Part 3000.

3. Provisions applicable to any recipient.

- a

Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1 a of this award term
- b

It is DHS's right to terminate unilaterally that is described in paragraph 1 b or 2 of this section

1)

Implements TVPA, Section 106(g) as amended by 22 U S C 7104(g)), and

2)

Is in addition to all other remedies for noncompliance that are available to us under this award

c

Recipients must include the requirements of paragraph 1 a of this award term in any subaward made to a private entity
- ### 4. Definitions.
- For the purposes of this award term
- a

Employee means either

1)

An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award, or

2)

Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to: a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements

b

Forced labor means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery

c

Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C F R, § 17.25. It includes
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- 3)

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees

4)

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

5)

Above-market earnings on deferred compensation which is not tax-qualified

6)

Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000
- ### XXX. SAFECOM
- Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications
- ### XXXI. Terrorist Financing
- Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws
- ### XXXII. Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons.
- #### 1. Provisions applicable to a recipient that is a private entity.
- a

Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—

1)

Engage in severe forms of trafficking in persons during the period of time the award is in effect,

2)

Procure a commercial sex act during the period of time that the award is in effect, or

3)

Use forced labor in the performance of the award or subawards under the award

b

DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —

1)

Is determined to have violated a prohibition in paragraph 1 a of this award term, or

2)

Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1 a of this award term through conduct that is either—

a)

Associated with performance under this award, or

b)

Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C F R Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C F R Part 3000
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XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c

XXXV.

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials

XXXVI.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

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- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b)

- 2) A for-profit organization

- d. Severe forms of trafficking in persons, commercial sex act, and coercion are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102)

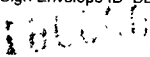
XXXIII. Universal Identifier and System of Award Management

1. **Requirements for System for Award Management and Unique Entity Identifier**
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference

2. Definitions

For purposes of this term

1. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov)
2. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities
3. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - a. A foreign organization,
 - b. A foreign public entity,
 - c. A domestic for-profit organization, and
 - d. A federal agency
4. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient
 - a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330)
 - b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from the recipient under this award, and
 - b. Is accountable to the recipient for the use of the federal funds provided by the subaward



Attachment 5

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Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases.

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.
Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: April 12, 2021

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), and the Homeland Security Grant (HSGP) meet the below standards. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts; portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e. the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible.

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)

Any other wireless device outlined in the FEMA “*Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)*” dated August 3, 2020 (attached) and effective August 13, 2020. https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make

MAILING ADDRESS:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov/hcem



OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607
Telephone (919) 825-2500

An Equal Opportunity Employer

sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached “List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities.”**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant’s manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact me at 919-618-0536 or greg.hansen@ncdps.gov.

Attachment 7

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332

- A. Recipient may assess Subrecipient’s risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).

1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.

2. Subrecipient’s prior experience with other grant awards by/through Recipient may also be included in the risk assessment.

3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).

4. Subrecipient’s activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.

1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.

2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).

3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.

2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

MOA signatory

Grants MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i>			
Name	Tracey Simmons-Kornegay		
Agency	Duplin County Health Department		
Title	Health Director		
Street address (not PO Box)	340 Seminary Street		
City	Kenansville	ZIP + 4	28349-0948
Email	Tracey.s.kornegay@duplincountync.com		
Name	Click or tap here to enter text		
Agency	Click or tap here to enter text		
Title	Click or tap here to enter text		
Street address (not PO box)	Click or tap here to enter text		
City	Click or tap here to enter text	ZIP + 4	Click or tap here to enter text
Email	Click or tap here to enter text		

Field help

Host local government (if project funds are being returned to the State)

Projects

Complete information for up to three projects.

North Carolina Emergency Management
Homeland Security Grant Program (HSGP) Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below

Applicant

Applicant <i>This is the agency applying for grants.</i>			
Applying agency	Duplin County Health Department		
Street address	340 Seminary Street		
City	Kenansville	ZIP + 4	28349-0948
Email	Tracey.s.kornegay@duplincountync.com		
EIN/Tax ID number	566000296		
DUNS number	095124798		
SAM registered	Yes	Expiration date	Click or tap to enter a date
Is the agency applying as a nonprofit with 501(c)(3) status?	No		
Your name	Tracey Simmons-Kornegay		
Are you authorized to apply for grants on behalf of the applying agency?	Yes		

Field help

Point of contact

Grants point of contact <i>This is the focal point for any ongoing communications regarding the grants.</i>			
Name	Tracey Simmons-Kornegay		
Agency	Duplin County Health Department		
Title	Health Director		
Phone (work)	910-372-9147	Phone (mobile)	910-296-4023
Street address	340 Seminary Street		
City	Kenansville	ZIP + 4	28349-0948
Email	Click or tap here to enter text		

Field help

Budget

Planning/Training/Exercise costs

For each cost item select an activity area and then a description and the amount.

Activity area	Description	Cost
Choose an item	Click or tap here to enter text	Enter cost
Choose an item	Click or tap here to enter text	Enter cost.
Choose an item	Click or tap here to enter text	Enter cost
Choose an item	Click or tap here to enter text	Enter cost
Choose an item	Click or tap here to enter text.	Enter cost
Choose an item	Click or tap here to enter text	Enter cost
Choose an item	Click or tap here to enter text	Enter cost
Choose an item	Click or tap here to enter text	Enter cost
Choose an item	Click or tap here to enter text	Enter cost.
Choose an item	Click or tap here to enter text	Enter cost

Equipment costs

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

Description	AEL #	Quantity	Item cost	Extended cost	Shipping/handling	Total cost
Shelter Support Trailer	12TR-00-TEQP	1	\$16,900.00			\$16,900 00
Click or tap here to enter text						Enter cost
Click or tap here to enter text						Enter cost.
Click or tap here to enter text						Enter cost
Click or tap here to enter text						Enter cost

Funding summary

For each activity area enter the amount funded and any funds allocated for Low Enforcement Terrorism Prevention (LETP).

Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter amount	Enter amount
Equipment	\$16,900 00	Enter amount
Training	Enter amount	Enter amount
Exercise	Enter amount	Enter amount
Total funding	\$16,900 00	Enter total

Field help

Additional information (if needed)

Project # 2

Project # 3

Project # 1

Enter requested information in the sections listed below.

Project information

General information

Enter information describing the project.

Title	Regional Shelter Support Trailer
Description	Enclosed Shelter Support trailer
Goal	Secure one regional shelter support trailer to deploy to shelters in the event of a disaster that requires opening a general population shelter. Trailer will contain deployable equipment to support the opening of a shelter to include medical cots with rolling cart storage, oxygen regulators and oxygen cylinder trucks, and shelter carts to move supplies. Duplin county has no storage facilities dedicated to housing emergency supplies for shelters. One trailer will serve 2 of the counties shelters. These shelters can be used for natural, man-made, or terrorism events that could occur in our region. These trailers can be made available throughout the DPR region or surrounding areas if not in use.

Classification

DPR

DPR number (if "DPR")

2

Does the project address a gap identified in THIRA?

Yes

Is the project deployable?

Yes

Is the project shareable?

Yes

Does the project contribute to the development or operation of the fusion center?

No

If this project supports a previously awarded investment enter the following:

Year of award	2020	Project Name	Same	Award amount
Construction/renovation required	No			\$15,900 00
Structural attachment required	No			

Core capabilities addressed

Select primary and secondary (if applicable) core capabilities addressed by this project.

Primary

Health and Social Services

Secondary

Community Resilience

Capabilities building

Build (increase current capabilities)

Project timeline milestones

List the major project events and their completion dates.

Milestone

Completion Date

Apply for funding

12/2020

Funding Approval

11/2021

Funding Award

11/2021

Purchase

12/2021

Closeout

Upon Purchase

Click or tap here to enter text

Click or tap to enter a date

Click or tap here to enter text

Click or tap to enter a date

Click or tap here to enter text

Click or tap to enter a date

Field help



Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., S.

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2021

AL #: 97.067
Grant#: EMW-2021-SS-00039

SUBAWARD NOTIFICATION

Tracy Simmons-Kornegay
Duplin County
224 Seminary Street
Kenansville, NC 28349

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2021 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds. The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The Subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws, that all information is correct; that there has been appropriate coordination with affected agencies, that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient, and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE. THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Cent
Raleigh NC 27699-423
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone (919) 825-2500
Fax. (919) 825-2685

An Equal Opportunity employer

Certification

Certification

Review each certification item and check where appropriate.

I certify that:

- | | |
|-------------------------------------|--|
| ☒ | This application includes complete and accurate information. |
| ☒ | No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. |
| ☒ | In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. |
| ☒ | Submission of the project proposal does not guarantee funding |
| ☒ | Subjects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List (https://www.fema.gov/authorized-equipment-list). |
| ☒ | Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager and an updated application must be submitted |
| ☐ | If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application |

4. **Assignment of Funds by Subrecipient to Designated Third Party (not NCEM)**
By initialing, Subrecipient agrees to assign all funds awarded under this grant to a designated third party (an entity/organization other than NCEM). Subrecipient and designated third party agree to complete Appendix 6 to this MOA, which is to be signed by both parties, designating third party to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to third party.
5. **Compensation**
Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.
Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 9 below regarding compliance.
6. **Funding Eligibility Criteria**
Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Recipient/Subrecipient must:

i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.

ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>.

iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

iv. Complete any procurement(s) and expenditures no later than February 28, 2024.

v. Provide quarterly progress reports to NCEM Grant Managers (necmgrants1@ncdps.gov) using the grant Quarterly Report form (Attachment 2), by the following dates: *January 15th, April 15th, July 15th and October 15th*

vi. Submit requests for reimbursement with all required documentation attached.

B. File Retention (see Attachment 5 "Required Subrecipient File Documentation"):
Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution/ordinance establishing Subrecipient as a state or local government, or nonprofit organization.

ii. Award letter, MOA, and supporting appendices.

iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.

iv. Audit findings and corrective action plans.

v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

7. **Conditions**
The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2021 HSGP Application packet, incorporated by reference herein. The Recipient and Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and HSGP MOA 2021

DPS

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

AL #: 97.067

Grant #: EMW-2021-SS-00039

Fiscal Year 2021

Homeland Security Grant Program (HSGP)

Memorandum of Agreement (MOA)

Recipient:

State of North Carolina

Department of Public Safety

Emergency Management

Subrecipient:

Duplin County

Tax ID/EIN #: 566000296

Duns #: 095124798

MOA #:

2140010

Award amount:

\$16,900.00

Period of performance:
October 1, 2021 to February 28, 2024

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work see Attachment 1

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 – § 609), (2) *Department of Homeland Security Appropriations Act, 2021* (*Pub. L. No. 116-260*), (3) FY 2021 HSGP Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Projects managed by Recipient (NCEM) on behalf of Subrecipient - Return of Funds

By initialing, Subrecipient requests that Recipient (NCEM on behalf of State of North Carolina) retains all funds awarded to Subrecipient under this grant. Subrecipient desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. Subrecipient relieves itself from the requirements set forth in this MOA with respect to all funds returned to Recipient.

HSGP MOA 2021

1 of 16

000069

794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

E. Submit invoice(s) requesting reimbursement for item(s) received to NCEM Grants Management Branch (ncemgrants.l@ncndps.gov). Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 HSGP NOFO . Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Subrecipient payment of invoice may be denied.

F. Complete the procurement(s) process not later than February 28, 2024.

G. Provide quarterly progress reports to NCEM Grant Managers (ncemgrants.l@ncndps.gov) using the grant Quarterly Report form (Attachment 2), by the following dates: January 15th, April 15th, July 15th and October 15th.

H. Maintain a grant management filing system as required in this MOA (Attachment 5).

I. Provide a list at project Closeout to NCEM Grants Management Branch (ncemgrants.l@ncndps.gov), DPR Chair, and Branch Office of all items purchased through this grant. This information is to be reported on the “Grant-Funded Typed Resource Report” (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTL) at <https://rtl.preptoolkit.fema.gov/Public>.

J. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 4).

K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

L. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

M. Non-Supplanting Requirement. See paragraph 8 (Supplantation).

N. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.

O. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

8. **Supplantation**

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. **Compliance**

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 HSGP NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

10. **Responsibilities**

Recipient:

- A. Recipient shall provide funding to Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The federal award date is October 1, 2021. Funds allocated must be encumbered and invoices received by NCEM by February 28, 2024.
- D. Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Subrecipient shall expend FY 2021 HSGP Grant Program funds in accordance with the FY2021 HSGP NOFO, the grant application, and Subaward Notification.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, Subrecipient must submit to Recipient, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and DHS Standard Terms and Conditions (Attachment 4), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.

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- ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, Subrecipient must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. Subrecipient must provide documentation that includes the method used to determine current fair market value.

v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant.

P. Property and Equipment. Property and equipment purchased with HSGP funds shall be titled to Subrecipient, unless otherwise specified by NCEM, DHS and/or FEMA. Subrecipient shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOA.

Subrecipient must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the HSGP grant, including this specific grant award to Subrecipient, is subject to use as a regional asset to be utilized and directed by DHS, NCEM, and Domestic Preparedness Region (DPR) partners statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, Subrecipient must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

Q. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

R. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.

S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.

T. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations

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where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

U. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.

V Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

11. Funding
All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

12. Taxes
Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

13. Warranty
As an independent subrecipient, the Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M
North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state

For all federal grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M .0205, a subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

Per 2 CFR 200.501, a subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Subrecipient's fiscal year end. Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.
- C. Make copies of the single audit available to the public.

16. Subrecipient Monitoring

See Attachment 7 for subrecipient monitoring.

17. Points of Contact

To provide consistent and effective communication between Subrecipient and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

18. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

19. Contracting/Subcontracting

If Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award

agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to “State Grant Compliance Reporting Forms” on the following website for instructions and applicable forms for subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in state or federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 – \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in state or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 – \$749,999)

A grantee that receives a combined \$500,000 or more in state funding or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 15 below for audits.

15. Audit Requirements

26. **Certification of eligibility—Under the Iran Divestment Act**

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.netreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.netreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

27. **Termination**

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2024. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

28. **Scope of Work**

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
 - iii. Equipment inventory records with photo documentation of labeling.
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports.
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and description.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

29. **Lobbying Prohibition**

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letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 HSGP NOFO referenced herein.

20. **Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

21. **Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

22. **Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

23. **Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

24. **Modification**

This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient

25. **Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16**

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expendng-fema-award-funds-covered-telecommunications-equipment-services.pdf

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thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in FederallyAssisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
 - D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
 - E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
 - F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.
- This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

32. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit,

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant

development, or operation of a system of records on behalf of the DHS.

34. **Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish 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. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, 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).

35. **Execution and Effective Date**

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Eddie M. Buffaloe Jr., Secretary for the North Carolina Department of Public Safety.

36. **Term of this Agreement**

This MOA shall be in effect from October 1, 2021 to February 28, 2024.

37. **Statement of Assurances**

Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 42-4B Assurances – Non-Construction Programs, or OMB Standard Form 42-4D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

- B. Subrecipient must complete the appropriate form(s) and submit to NCEM Grants Management Branch (acemigrants1@ncdps.gov) upon execution of this MOA. Subrecipient must still complete the appropriate form(s)

etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

33. **Assurance of Compliance with Privacy Act**
The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design,

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

APPROVED AS TO PROCEDURES:

BY: _____
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: William Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: _____
EDDIE M. BUFFALOE JR., SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2021 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY CASANDRA SKINNER HOEKSTRA, INTERIM SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE HSGP FOR OTHER FISCAL YEARS.

DUPLIN COUNTY
224 SEMINARY STREET
KENANSVILLE, NC 28349

BY: Daphne B. Edwards

BY: _____

BY: _____

BY: _____

38. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
- Attachment 1 Scope of Work
 - Attachment 2 Quarterly Report Form
 - Attachment 3 Grant Funded Typed Resource Report
 - Attachment 4 DHS Standard Terms and Conditions
 - Attachment 5 Required Subrecipient File Documentation
 - Attachment 6 NCEM Communications Branch Memo
 - Attachment 7 Subrecipient Monitoring

even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

Attachment 5

DocuSign Envelope ID: BDFCA381-718A-4551-AE9F-41161634B6C0

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R. Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases.

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.



North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: April 12, 2021

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), and the Homeland Security Grant (HSGP) meet the below standards. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts; portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e. the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)

Any other wireless device outlined in the FEMA “*Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)*” dated August 3, 2020 (attached) and effective August 13, 2020. https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make

MAILING ADDRESS:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov/nceem



An Equal Opportunity Employer

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607
Telephone (919) 825-2500

sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached “List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities.”**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant’s manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact me at 919-618-0536 or greg.hauser@dnccps.gov.

Attachment 7

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1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient’s risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).

1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.

2. Subrecipient’s prior experience with other grant awards by/through Recipient may also be included in the risk assessment.

3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).

4. Subrecipient’s activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.

1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.

2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).

3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements and Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements and Audit Requirements**.

2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

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MOA signatory

Grants MOA signatory

This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional Information section.

Name	Tracey Simmons-Kornegay		
Agency	Duplin County Health Department		
Title	Health Director		
Street address (not PO Box)	340 Seminary Street		
City	Kenansville	ZIP + 4	28349-0948
Email	Tracey.s.kornegay@duplincountync.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text		
City	Click or tap here to enter text	ZIP + 4	Click or tap here to enter text
Email	Click or tap here to enter text		

Field help

Host local government (if project funds are being returned to the State)

Projects

Complete information for up to three projects.

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
This is the agency applying for grants.			
Applying agency	Duplin County Health Department		
Street address	340 Seminary Street		
City	Kenansville	ZIP + 4	28349-0948
Email	Tracey.s.kornegay@duplincountync.com		
EIN/Tax ID number	56600296		
DUNS number	095124798		
SAM registered	Yes	Expiration date	Click or tap to enter a date
Is the agency applying as a nonprofit with 501(c)(3) status?	No		
Your name	Tracey Simmons-Kornegay		
Are you authorized to apply for grants on behalf of the applying agency?	Yes		

Field help

Point of contact

Grants point of contact			
This is the focal point for any ongoing communications regarding the grants.			
Name	Tracey Simmons-Kornegay		
Agency	Duplin County Health Department		
Title	Health Director		
Phone (work)	910-372-9147	Phone (mobile)	910-296-4023
Street address	340 Seminary Street		
City	Kenansville	ZIP + 4	28349-0948
Email	Click or tap here to enter text		

Field help

Budget

Planning/Training/Exercise costs						
For each cost item select an activity area and then a description and the amount.						
Activity area	Description				Cost	
Choose an item	Click or tap here to enter text				Enter cost	
Choose an item	Click or tap here to enter text				Enter cost.	
Choose an item	Click or tap here to enter text				Enter cost.	
Choose an item	Click or tap here to enter text				Enter cost	
Choose an item	Click or tap here to enter text				Enter cost.	
Choose an item	Click or tap here to enter text				Enter cost.	
Choose an item	Click or tap here to enter text				Enter cost.	
Choose an item	Click or tap here to enter text				Enter cost	
Choose an item	Click or tap here to enter text				Enter cost	
Equipment costs						
Enter equipment items and their costs into the table and then enter the total of the costs in the field below.						
Description	AEI #	Quantity	Item cost	Extended cost	Shipping/handling	Total cost
Shelter Support Trailer	12TR-00-TEQP	1	\$16,900 00			\$16,900 00
Click or tap here to enter text						Enter cost.
Click or tap here to enter text						Enter cost
Click or tap here to enter text						Enter cost
Click or tap here to enter text						Enter cost
Funding summary						
For each activity area enter the amount funded and any funds allocated for Low Enforcement Terrorism Prevention (LETP).						
Activity area	Funding amount		Funds dedicated to LETP			
Planning	Enter amount		Enter amount			
Equipment	\$16,900 00		Enter amount			
Training	Enter amount		Enter amount			
Exercise	Enter amount		Enter amount.			
Total funding	\$16,900 00		Enter total			

Field help

Additional information (if needed)

Project # 2

Project # 3

Project # 1

Enter requested information in the sections listed below.

Project information

General information			
Enter information describing the project.			
Title	Regional Shelter Support Trailer		
Description	Enclosed Shelter Support trailer		
Goal	Secure one regional shelter support trailer to deploy to shelters in the event of a disaster that requires opening a general population shelter. Trailer will contain deployable equipment to support the opening of a shelter to include medical cots with rolling cart storage, oxygen regulators and oxygen cylinder trucks, and shelter carts to move supplies. Duplin county has no storage facilities dedicated to housing emergency supplies for shelters. One trailer will serve 2 of the counties shelters. These shelters can be used for natural, man-made, or terrorism events that could occur in our region. These trailers can be made available throughout the DPR region or surrounding areas if not in use.		
Classification	DPR	DPR number (if "DPR")	
Does the project address a gap identified in THIRA?		2	
Is the project deployable?		Yes	
Is the project shareable?		Yes	
Does the project contribute to the development or operation of the fusion center?		Yes	
Does this project supports a previously awarded investment enter the following:		No	
Year of award	2020	Project Name	Award amount
Construction/renovation required	No		\$15,900.00
Structural attachment required	No		
Core capabilities addressed			
Select primary and secondary (if applicable) core capabilities addressed by this project.			
Primary	Health and Social Services		
Secondary	Community Resilience		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones			
List the major project events and their completion dates.			
Milestone	Completion Date		
Apply for funding	12/2020		
Funding Approval	11/2021		
Funding Award	11/2021		
Purchase	12/2021		
Closeout	Upon Purchase		
Click or tap here to enter text	Click or tap to enter a date		
Click or tap here to enter text	Click or tap to enter a date		
Click or tap here to enter text	Click or tap to enter a date		

Field help

Certification

Certification Review each certification item and check where appropriate.	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager and an updated application must be submitted. ☐ If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application
I certify that:	

Quarterly Progress Report
FY 2021 HSGP

Subrecipient: Duplin County
MOA #: 2140010
Grant award amount: \$ 16,900.00

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.		
Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)	
Funds expended prior quarters	Click or tap here to enter text	
Funds expended this quarter	Click or tap here to enter text	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text	
Date	Click or tap here to enter text	

Forward the completed report to ncemgrants1@ncdps.gov.

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Attachment 3

Attachment 3 -EXAMPLE

Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**

2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed

2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments

3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability

4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns

5. Enter the cost of the equipment or training

6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities, adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-S5-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (If applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	50	3	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat is a State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

- 1 Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down**
- 2 Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed
- 2a If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments
- 3 Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability
- 4 Choose the Core Capability or Capabilities that the Typed Resource Supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns
- 5 Enter the cost of the equipment or training
- 6 Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities, adds or improves an existing capability, or builds a new capability from scratch

[illegible]

Attachment 4

2021 DHS Standard Terms and Conditions

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. **Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. **Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. **Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. **Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS-Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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overpayments (See [OMB Circular A-129](#).)

XVI.

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government

XVII.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>

XX.

Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification

XXI.

National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, (*NEPA*) [Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

XXII.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

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buildings without elevators)—be designed and constructed with certain accessible features (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X.

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#))

XI.

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, [Pub. L. 92-318 \(1972\)](#) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII.

Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, [Pub. L. 94- 163 \(1975\)](#) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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- a

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government,
- b

Reached its final disposition during the most recent five-year period, and
- c

One or more of the following

1)

A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition,

2)

A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more,

3)

An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4)

Any other criminal, civil, or administrative proceeding if

a)

It could have led to an outcome described in this award term and condition,

b)

It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part, and

c)

The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings

5. Definitions

For the purpose of this award term and condition.

- a.

Administrative proceeding:

means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources

XXIV.

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO

XXV.

Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI.

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition

XXVII.

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

XXVIII.

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Award Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986 (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> to determine if the public has access to the compensation information)
- 3) Where and when to report: Recipients must report executive total compensation described in paragraph 2 a. of this award term
- a) As part of the recipient's registration profile at <https://www.sam.gov>
 - b) By the end of the month following the month in which this award is made, and annually thereafter

3. Reporting of Total Compensation of Subrecipient Executives.

- a) Applicability and what to report: Unless recipients are exempt as provided in paragraph 4 of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards), and
 - b) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986 (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> to determine if the public has access to the compensation information)
- b) Where and when to report: Subrecipients must report subrecipient executive total compensation described in paragraph 3 a. of this award term.
- 1) To the recipient
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

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- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match, and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a) Applicability: Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).
- b) Where and when to report
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS)
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016
- c) What to report: The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>

2. Reporting Total Compensation of Recipient Executives.

- a) Applicability and what to report: Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320,
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards); and

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- 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees
- 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans
- 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6) *Other compensation,* if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000

XXX.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications

XXXI.

Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII.

Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a) Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect,
 - 2) Procure a commercial sex act during the period of time that the award is in effect, or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b) DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1 a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1 a of this award term through conduct that is either—
 - a) Associated with performance under this award, or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000

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4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report

- a) Subawards, and
- b) The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions

For purposes of this award term

a) *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f)

b) *Non-Federal Entity* means all the following, as defined in 2 C.F.R. Part 25.

- 1) A Governmental organization, which is a state, local government, or Indian tribe,
- 2) A foreign public entity,
- 3) A domestic or foreign nonprofit organization,
- 4) A domestic or foreign for-profit organization,
- c) *Executive* means officers, managing partners, or any other employees in management positions
- d) *Subaward* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331)
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

e) *Subrecipient* means a non-federal entity or federal agency that

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the federal funds provided by the subaward

f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see 17 C.F.R. § 229.402(c)(2))

- 1) *Salary and bonus*
- 2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments

2021 DHS Standard Terms and Conditions

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C F R § 175 25(b)

2) A for-profit organization
- d Severe forms of trafficking in persons, commercial sex act, and coercion are defined in TVPA, Section 103, as amended (22 U S C § 7102)

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C F R Part 25, Appendix A, the full text of which is incorporated here by reference

2. Definitions

For purposes of this term

- 1 System for Award Management (SAM): means the federal repository into which a recipient must provide information required for the conduct of business as a recipient

Additional information about registration procedures may be found on [SAM.gov](https://sam.gov)
- 2 Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities
- 3 Entity includes non-Federal entities as defined at 2 C F R § 200 1 and includes the following, for purposes of this part

a A foreign organization,

a A foreign public entity,

a Domestic for-profit organization, and

a Federal agency

- 4 Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.

- a The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C F R § 200.330)

b A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract

- 5 Subrecipient means an entity that:

- a Receives a subaward from the recipient under this award; and

b Is accountable to the recipient for the use of the federal funds provided by the subaward

2021 DHS Standard Terms and Conditions

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a Is determined to have violated an applicable prohibition in paragraph 1 a of this award term, or

b Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

1) Associated with performance under this award, or

2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C F R Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1 a of this award term

b It is DHS's right to terminate unilaterally that is described in paragraph 1 b or 2 of this section

1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to us under this award

c Recipients must include the requirements of paragraph 1 a of this award term in any subaward made to a private entity

4. Definitions.

For the purposes of this award term

- a Employee means either

1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. Forced labor: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery
- c Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes

Division of Public Health
Agreement Addendum
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Page 1 of 2

Duplin County Health Department

Local Health Department Legal Name

452 Breast and Cervical Cancer

Activity Number and Description

06/01/2021 – 05/31/2022

Service Period

07/01/2021 – 06/30/2022

Payment Period

☐ Original Agreement Addendum

☒ Agreement Addendum Revision # 1

I. Background: No change.

II. Purpose:
This Agreement Addendum Revision # 1 provides additional funding to increase screenings and/or patient navigation services to eligible women as stated in Section III below.

III. Scope of Work and Deliverables:
As of October 1, this Agreement Addendum Revision #1 replaces Paragraph A in its entirety with the following

A. Provided Services. The Local Health Department (LHD) shall provide breast and cervical cancer screening services, diagnostic and/or patient navigation services to NC BCCCP-eligible women according to the following table:

Number of NC BCCCP-Enrolled Women, by Service Period				State Funded	Federally Funded	Total
Breast and Cervical Cancer Screening and/or Diagnostic Services Provided						
June 1, 2021–May 31, 2022			25	—	—	25
July 1, 2021–May 31, 2022			—	25	25	25
October 1, 2021- May 31, 2022			25	0	0	25
Patient Navigation Services-Medicaid application completion						
October 1, 2021- May 31, 2022				4	4	4

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name

Phone number with area code

Email address

Signature on this page sign

u have read and accepted all pages of this document.

Revised July 2018

2021 DHS Standard Terms and Conditions

- XXXIV. USA PATRIOT Act of 2001
Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U S C §§ 175–175c.
- XXXV. Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- XXXVI. Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U S C § 2409, 41 U S C § 4712, and 10 U S C § 2324, 41 U S C §§ 4304 and 4310.

FY22 Activity: 452 NC Breast and Cervical Cancer Control Program										Supplement 1		
Supplement reason ☐ In AA+BE or AA+BE Rev -OR- ☒ Federal grant data was unavailable at the time of AA mailing. No change in Activity total.												
CFDA #	93.898	Fed awd date	9/14/21	is award R&D?	no	FAIN	NU58DP006281			Total amount of fed awd \$ 5,109,311		
CFDA name	Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations			Fed award project description			Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations					
							NCB&C, NCCCC and NCMPCR					
							DHHS, Centers for Disease Control and Prevention					
Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	
Alamance	965194483	=	42900	42900	Jackson	019728518	12350	12350	Jackson	019728518	12350	12350
Albemarle	130537822	=	42900	42900	Johnston	097599104	48750	48750	Johnston	097599104	48750	48750
Alexander	030495105	=	=	=	Jones	095116935	4875	4875	Jones	095116935	4875	4875
Anson	847163029	=	=	=	Lee	067439703	5525	5525	Lee	067439703	5525	5525
Appalachian	780131541	6500	6500	6500	Lenoir	042789748	7475	7475	Lenoir	042789748	7475	7475
Beaufort	091567776	26000	26000	26000	Lincoln	086869336	52975	52975	Lincoln	086869336	52975	52975
Bladen	084171628	=	=	=	Macon	070626825	16250	16250	Macon	070626825	16250	16250
Brunswick	091571349	41925	41925	41925	Madison	831052873	8450	8450	Madison	831052873	8450	8450
Buncombe	879203560	198250	198250	198250	MTW	087204173	10400	10400	MTW	087204173	10400	10400
Burke	883321205	=	=	=	Mecklenburg	074498353	102375	102375	Mecklenburg	074498353	102375	102375
Cabarrus	143408289	26325	26325	26325	Montgomery	025384603	=	=	Montgomery	025384603	=	=
Caldwell	948113402	11375	11375	11375	Moore	050988146	=	=	Moore	050988146	=	=
Carteret	058735804	13000	13000	13000	Nash	050425677	45500	45500	Nash	050425677	45500	45500
Caswell	077846053	=	=	=	New Hanover	040029563	17875	17875	New Hanover	040029563	17875	17875
Catawba	083677138	33800	33800	33800	Northampton	097594477	=	=	Northampton	097594477	=	=
Chatham	131356607	6500	6500	6500	Onslow	172663270	=	=	Onslow	172663270	=	=
Cherokee	130705072	3250	3250	3250	Orange	139209659	9750	9750	Orange	139209659	9750	9750
Clay	145058231	3250	3250	3250	Pamlico	097600456	8775	8775	Pamlico	097600456	8775	8775
Cleveland	879924850	26650	26650	26650	Pender	100955413	5850	5850	Pender	100955413	5850	5850
Columbus	040040016	6500	6500	6500	Person	091563718	=	=	Person	091563718	=	=
Craven	091564294	13000	13000	13000	Pitt	080889694	23725	23725	Pitt	080889694	23725	23725
Cumberland	123914376	26000	26000	26000	Polk	079067930	=	=	Polk	079067930	=	=
Dare	082358631	14625	14625	14625	Randolph	027873132	=	=	Randolph	027873132	=	=
Davidson	077839744	40625	40625	40625	Richmond	070621339	14625	14625	Richmond	070621339	14625	14625
Dave	076526651	16250	16250	16250	Robeson	082367871	=	=	Robeson	082367871	=	=
Duplin	095124798	8125	8125	8125	Rockingham	077847143	27625	27625	Rockingham	077847143	27625	27625
Durham	088564075	8775	8775	8775	Rowan	074494014	16250	16250	Rowan	074494014	16250	16250
Edgecombe	093125375	4550	4550	4550	Sampson	825573975	7800	7800	Sampson	825573975	7800	7800
Foothills	782359004	43550	43550	43550	Scotland	091564146	=	=	Scotland	091564146	=	=
Forsyth	105316439	37375	37375	37375	Stanly	131060829	4875	4875	Stanly	131060829	4875	4875
Franklin	084168632	=	=	=	Stokes	085442705	7475	7475	Stokes	085442705	7475	7475
Gaston	071062186	26650	26650	26650	Surry	077821858	26000	26000	Surry	077821858	26000	26000
Graham	020952383	4550	4550	4550	Swain	146437553	8125	8125	Swain	146437553	8125	8125
Granville-Vance	063347626	=	=	=	Toe River	113345201	9750	9750	Toe River	113345201	9750	9750
Greene	091564591	4875	4875	4875	Transylvania	030494215	3250	3250	Transylvania	030494215	3250	3250
Guilford	071563613	=	=	=	Union	079051637	9750	9750	Union	079051637	9750	9750
Halifax	014305957	=	=	=	Wake	019625961	73125	73125	Wake	019625961	73125	73125
Harnett	091565986	=	=	=	Warren	030239953	6500	6500	Warren	030239953	6500	6500
Haywood	070620232	4875	4875	4875	Wayne	040036170	42250	42250	Wayne	040036170	42250	42250
Henderson	085021470	19500	19500	19500	Wilkes	067439950	13000	13000	Wilkes	067439950	13000	13000
Hoke	091563643	7800	7800	7800	Wilson	075585695	=	=	Wilson	075585695	=	=
Hyde	832526243	=	=	=	Yadkin	089910624	=	=	Yadkin	089910624	=	=
Reddell	074504507	=	=	=								

**Division of Public Health
Agreement Addendum
FY 21-22**

Duplin County Health Department	DPH Section / Branch Name	Date
Local Health Department Legal Name	Richard Carney, 919-707-5554 richard.carney@dhhs.nc.gov	(only required for a <u>negotiable</u> agreement addendum)
Activity Number and Description	DPH Program Contact (name, phone number, and email)	
716 CDC COVID-19 Vaccination Program		
Service Period		
06/01/2021 – 05/31/2022		
Payment Period		
07/01/2021 – 06/30/2022		
☐ Original Agreement Addendum ☒ Agreement Addendum Revision # 1		

I. Background:
No change.

II. Purpose:

This Agreement Addendum Revision #1 updates some of the requirements as indicated in Section III below. These updated requirements allow the Local Health Department staff to continue to provide equitable access to services for this Activity while mitigating overall community spread of COVID-19 with an expanded emphasis on eligible children and adolescents under 18 years of age and COVID-19 boosters, in addition to ongoing primary COVID-19 vaccination series

There is additional funding associated with this Revision.

III. Scope of Work and Deliverables:

As of November 1, 2021, this Agreement Addendum Revision #1 makes the following changes.

Replace Paragraph 1 in its entirety with the following:

1. From June 1 through October 31, 2021, vaccinate eligible populations according to the CDC COVID-19 Vaccination Program Provider Agreement.

As of November 1, 2021, vaccine eligible populations according to the most current official CDC/HHS recommendations for COVID-19 Vaccines as published as in the Morbidity and Mortality Weekly Report (MMWR).

Health Director Signature	(use blue ink)	Date
Local Health Department to complete (If follow-up information is needed by DPH)	LHD program contact name	
	Phone number with area code.	
	Email address	

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

Supplement reason ☒ In AA+BE or AA+BE Rev -OR- ☐ -						Supplement 2			
CFDA #	93.898	Fed awd date.	9/14/21	Is award R&D?	no	FAIN	NU58DP06281	Total amount of fed awd	\$ 5,109,341
CFDA name Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	Fed award project description Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations NCBC&C, NCCCC and NCNPCR								
	Fed awarding agency DHHS, Centers for Disease Control and Prevention								
	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity					%
Alamance	965194483	=	=						
Albemarle	130537822	750	43650			Jackson	019728518	200	12550
Alexander	030495105	=	=			Johnston	097599104	500	49250
Anson	847163029	=	=			Jones	095116935	100	4975
Appalachian	780131541	150	6650			Lee	067439703	100	5625
Beaufort	091567776	250	26250			Lenoir	042789748	100	7575
Bladen	084711628	=	=			Lincoln	086869336	450	53425
Brunswick	091571349	500	42425			Macon	0706276825	200	16450
Buncombe	879203560	1000	199250			Madison	831052873	125	8575
Burke	883321205	=	=			MTW	087204173	125	10525
Cabarrus	143408289	425	26750			Mecklenburg	074498353	1000	103375
Caldwell	948113402	275	11650			Montgomery	025384603	=	=
Carteret	058735804	175	13175			Moore	050988146	=	=
Caswell	077846053	=	=			Nash	050425677	500	46000
Catawba	083677138	350	34150			New Hanover	040029563	200	18075
Chatham	131356607	100	6600			Northampton	097594477	=	=
Cherokee	130705072	100	3350			Onslow	172663270	125	125
Clay	145058231	100	3350			Orange	139209659	150	9900
Cleveland	879924850	325	26975			Pamlico	097600456	75	8850
Columbus	040040016	100	6600			Pender	100955413	150	6000
Craven	091564294	250	13250			Person	091563718	=	=
Cumberland	123914376	350	26350			Pitt	080889694	375	24100
Dare	082358631	250	14875			Polk	079067930	=	=
Davidson	077839744	300	40925			Randolph	027873132	=	=
Davie	076526651	175	16425			Richmond	070621339	125	14750
Duplin	095124798	100	8225			Robeson	082367871	=	=
Durham	088564075	150	8925			Rockingham	077847143	350	27975
Edgecombe	093125375	100	4650			Rowan	074494014	-8000	8250
Foothills	782359004	500	44050			Sampson	825573975	150	7950
Forsyth	105316439	500	37875			Scotland	091564146	=	=
Franklin	084168632	=	=			Stanly	131060829	100	4975
Gaston	071062186	350	27000			Stokes	085442705	150	7625
Graham	020952383	100	4650			Surry	077821858	500	26500
Granville-Vance	063347626	=	=			Swain	146437553	100	8225
Greene	091564591	100	4975			Toe River	113345201	125	9875
Guilford	071563613	=	=			Transylvania	030494215	100	3350
Hallfax	014305957	=	=			Union	079051637	125	9875
Harnett	091565986	=	=			Wake	019625961	1000	74125
Haywood	070620232	100	4975			Warren	030239953	100	6600
Henderson	085021470	175	19675			Wayne	040036170	475	42725
Hoke	091563643	150	7950			Wilkes	067439950	125	13125
Hyde	832526243	100	3350			Wilson	075585695	8250	8250
Iredell	074504507	=	=			Yadkin			

Supplement reason ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA # 93.268 Fed awd date 3/31/21 Is award R&D? no FAIN. NH23JP922624 Total amount of fed awd \$ 94768784

CFDA name	93 268 Immunization Cooperative Agreements		Fed award project description	CDC-RFA-IP19-1901 Immunization and Vaccines for Children Grant Amendment Supplement Action – COVID 4		DHHS, Centers for Disease Control and Prevention		Federal award		%	
	Subrecipient	Subrecipient DUNS		Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient DUNS	Subrecipient This Supplement	Fed funds for Total of All Fed Funds for This Activity	Federal award indirect cost rate		n/a
Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Fed awarding agency	Prevention	Subrecipient DUNS	Subrecipient This Supplement	Fed funds for Total of All Fed Funds for This Activity	%		
Alamance	965194483	343209	343209	Jackson	019728518	143402	143402	286939			
Albemarle	130537822	1078710	1832750	Johnston	097599104	357434	357434	584301			
Alexander	030495105	147771	147937	Jones	095116935	187134	187134	248267			
Anson	847163029	216515	323716	Lee	067439703	237908	237908	394032			
Appalachian	780131541	360567	493586	Lenoir	042789748	300690	300690	513905			
Beaufort	091567776	188996	324644	Lincoln	086869336	141053	141053	284237			
Bladen	084171628	250426	389279	Macon	070626825	101513	101513	255602			
Brunswick	091571349	228886	396760	Madison	831052873	81472	81472	170059			
Buncombe	879203560	388445	1053922	MTW	087204173	512930	512930	586796			
Burke	883321205	273215	443452	Mecklenburg	074498353	1433639	1433639	3671110			
Cabarrus	143408289	349073	838067	Montgomery	025384603	215518	215518	314613			
Caldwell	948113402	194700	426299	Moore	050988146	184865	184865	268135			
Carteret	058735804	152305	261691	Nash	050425677	279610	279610	540685			
Caswell	077846053	169179	238220	New Hanover	040029563	342405	342405	342405			
Catawba	083677138	298172	485160	Northampton	097594477	201072	201072	230716			
Chatham	131356607	172242	246870	Onslow	172663270	369423	369423	851731			
Cherokee	130705072	107033	126933	Orange	139209659	263260	263260	263260			
Clay	145058231	51226	111589	Pamlico	097600456	140247	140247	182539			
Cleveland	879924850	257204	340109	Pender	100955413	157356	157356	157356			
Columbus	040040016	269111	408063	Person	091563718	182935	182935	182935			
Craven	091564294	273695	337952	Pitt	080889694	352244	352244	592498			
Cumberland	123914376	567643	642643	Polk	079067930	94163	94163	109323			
Dare	082358631	82338	82338	Randolph	027873132	297311	297311	311324			
Davidson	077839744	320899	788335	Richmond	070621339	275413	275413	441170			
Dave	076526651	130996	201790	Robeson	082367871	389489	389489	389489			
Duplin	095124798	299150	371724	Rockingham	077847143	230273	230273	230791			
Durham	088564075	514327	1322682	Rowan	074494014	307539	307539	734726			
Edgecombe	093125375	276289	276289	Sampson	825573975	299135	299135	402304			
Foothills	782359004	398352	520302	Scotland	091564146	257630	257630	359338			
Forsyth	105316439	580856	1673745	Stanly	131060829	164045	164045	164045			
Franklin	084168632	185826	199895	Stokes	085442705	98906	98906	242464			
Gaston	071062186	366128	874982	Surry	077821858	230447	230447	230867			
Graham	020952383	113863	115033	Swain	146437553	157505	157505	263883			
Granville-Vance	063347626	464129	804948	Toe River	113345201	303112	303112	643428			
Greene	091564591	263847	364757	Transylvania	030494215	79149	79149	170474			
Guilford	071563613	765104	1579769	Union	079051637	335968	335968	728202			
Halifax	014305957	262965	262965	Wake	019625961	1386072	1386072	1670457			
Harnett	091565986	299331	558869	Warren	030239953	200846	200846	200846			
Haywood	070620232	120927	177734	Wayne	040036170	357238	357238	455396			
Henderson	085021470	205226	402287	Wilkes	067439950	204585	204585	429807			
Hoke	091563643	241747	329871	Wilson	075585695	295361	295361	387001			
Hyde	832526243	249262	249262	Yadkin	089910624	171293	171293	336781			
Iredell	074504507	733824	733824								

Replace Paragraph 3 in its entirety with the following:

3. From June 1 through October 31, 2021, identify community vaccination providers (e.g., pharmacies, occupational health settings, doctors' offices) to combine efforts and implement strategies to vaccinate eligible populations with a focus on vaccine hesitant populations.

As of November 1, 2021, identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, and other physician offices) to combine efforts and implement strategies to vaccinate all eligible populations with a focus on providing vaccines to eligible children and adolescents under 18 years of age and on providing COVID-19 boosters. Efforts and strategies are to include family-friendly events, school-based vaccination, and ensure equitable access.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

No change.

activities that must be available in state and local health departments everywhere for the health system to work anywhere.

The local health departments within each region have identified a lead local health department (Lead Regional LHD) for its region to host and manage the program described in this Agreement Addendum (AA). These **Lead Regional LHDs** are:

- Region 1-Transylvania County Department of Public Health
- Region 2-Foothills Health District
- Region 3-Appalachian District Health Department
- Region 4-Cabarrus Health Alliance
- Region 5-Guilford County Department of Health and Human Services–Division of Public Health
- Region 6-Cumberland County Health Department
- Region 7-Granville-Vance Public Health
- Region 8-Duplin County Health Department
- Region 9-Albemarle Regional Health Services
- Region 10-Pitt County Health Department.

Each Lead Regional LHD, in collaboration with the local health departments within its respective region, will:

- produce a gap analysis to identify staffing and training shortfalls
- recruit and hire staff to support regional activities, and
- manage a training program to enhance the skills and expertise of LHD staff in the region.

All capability strengthening efforts should pay special attention to diversity, equity, and inclusion in that the Lead Regional LHDs should recruit staff who are representative of, and have language competence for, the communities they serve and promote diversity and inclusion when considering training and growth opportunities for all staff.

II.

Purpose:

The COVID-19 PH Workforce Grant supports regional efforts to recruit, hire, and train personnel to address projected COVID-19 response needs in the 10 NCALHD regions, including strengthening the Public Health Foundational Capabilities to address local public health priorities deriving from COVID-19.

The seven Public Health Infrastructure Foundational Capabilities (“Foundational Capabilities”) are:

- Assessment/Surveillance
- Emergency Preparedness and Response
- Policy Development and Support
- Communications
- Community Partnership Development
- Organizational Administrative Competencies
- Accountability/Performance Management

III.

Scope of Work and Deliverables:

The Lead Regional LHD shall:

1. On behalf of its region, designate and maintain a **Workforce Development Regional Director (“Regional Director”)** by December 10, 2021. The Regional Director shall provide expertise, leadership, and collaboration across counties in the region to fulfill the activities in this AA. The Regional Director will participate in workshops and meetings organized by the DPH for this Activity.

Division of Public Health
Agreement Addendum
FY 21-22

Fiscal:	Epidemiology / Public Health Preparedness and Response
Program:	Administrative, Local, and Community Support / Local Technical Assistance and Training
DPH Section / Branch Name	
Fiscal:	Wayne Mixon, 919 546 1831 wayne.mixon@dhhs.nc.gov
Program:	Beth Lovette, 919-707-5001 beth.lovette@dhhs.nc.gov
DPH Program Contact (name, phone number, and email)	
DPH Program Signature	
Date (only required for a negotiable agreement addendum)	
Service Period	
Payment Period	
Original Agreement Addendum	
Agreement Addendum Revision #	

Duplin County Health Department	Local Health Department Legal Name
621 ARPA COVID-19 PH Regional Workforce	
Activity Number and Description	
07/01/2021 – 05/31/2022	
Service Period	
12/01/2021 – 06/30/2022	
Payment Period	

I. Background:

The COVID-19 pandemic has stretched the public health workforce in North Carolina and exposed gaps in foundational public health capabilities at the state and local levels, hindering optimal public health pandemic prevention and response. The American Rescue Plan Act of 2021 (ARPA), also called the COVID-19 Stimulus Package, is an economic stimulus bill signed into law by on March 11, 2021.

The North Carolina Division of Public Health (DPH) received funding from the Centers for Disease Control and Prevention (CDC) in a grant titled “CDC Crisis Response Cooperative Agreement: COVID-19 Public Health Workforce,” hereafter known as the **COVID-19 PH Workforce Grant**. This grant provides funding to establish, expand, train, and sustain the state, tribal, local, or territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives.

As part of this initiative, DPH is making available funds for the 10 regions identified by the North Carolina Association of Local Health Directors (NCALHD) to recruit, hire, and train personnel to fill critical gaps in its Public Health Infrastructure Foundational Capabilities in order to respond to the COVID-19 pandemic. The Public Health National Center for Innovations’ Public Health Leadership Forum identified 7 Foundational Capabilities of Public Health—the suite of skills, programs, and

Health Director Signature	(use blue ink)	Date
Local Health Department to complete (If follow-up information is needed by DPH)	LHD program contact name, Phone number with area code Email address	

Signature on this page signifies you have read and accepted all pages of this document. Template rev July 2020

Page 3 of 6

a. Inform the two DPH Program Contacts via Smartsheet within three business days of designating a Regional Director, and within three business days of any changes in staffing, including vacancy.

2. Participate in a **rapid needs assessment** conducted by DPH-contracted consultants to determine and prioritize addressing the gaps in foundational capabilities in the regional COVID-19 response and corresponding staffing and training solutions. The Lead Regional LHD shall also participate in subsequent meetings as part of foundational capabilities gap analysis.

3. **Review the recommendations from the rapid needs assessment and provide feedback** by January 21, 2022 via a combination of Smartsheet, DPH-led regional meetings, and by other means including by email and telephone. Addressing these foundational capabilities gaps will lead to improved COVID-19 pandemic response and recovery. The focus of regional staffing and training must support increasing *Public Health Foundational Capabilities* as adopted in the National Association of County and City Health Officials (NACCHO) Statement of Policy (available at <https://www.naccho.org/uploads/downloadable-resources/12-18-Foundational-Public-Health-Services.pdf>) in these seven areas:

- a. Assessment/Surveillance
- b. Emergency Preparedness and Response
- c. Policy Development and Support
- d. Communications
- e. Community Partnership Development
- f. Organizational Administrative Competencies
- g. Accountability/Performance Management

4. Prepare and complete a **COVID-19 PH Workforce Grant Work Plan (“Work Plan”)** for state fiscal year 2021-22, ensure it is reviewed by the local health director, and submit it through Smartsheet by February 18, 2022. (See Section IV.2 below for template and submission details.)

Components of the Work Plan shall include (1) a staff recruitment and hiring plan, (2) a regional training plan, and (3) a regional coordination plan. As part of the Work Plan, develop, execute, and report on:

- a. A **staff recruitment and hiring plan (“staff plan”)** to fill staffing gaps identified by the rapid needs assessment. The staff plan should be designed ultimately to hire a diverse workforce who are representative of, and have language competence for, the communities they serve. The staff plan must outline the methods by which the Lead Regional LHD intends to recruit staff. The staff plan must include the number of full-time and part-time staff the region intends to hire under this Activity; note whether the positions are program staff, administrative staff, or other staff; and note whether the Lead Regional LHD intends to hire the position directly, support a Community Based Organization to fulfill the function, otherwise contract for the position, or use another method.

Roles listed in the staff plan may include:

- 1) Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers;

- 2) Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this agreement addendum; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
- 3) Any other positions as may be required to prevent, prepare for, and respond to COVID-19.

b. A **regional training plan**. Provision of training will be a shared responsibility between the Lead Regional LHD and DPH. All aspects of training, including the Lead Regional LHD’s choice of potential trainers and participants, should provide opportunities for people who are representative of, and have language competence for, the communities they serve.

c. A **regional coordination plan** to engage a Regional Public Health Workforce Leadership Team to collect input and feedback and share information (see “Regional Leadership Team” below in Section III.5.).

5. Maintain a **Regional Public Health Workforce Leadership Team (“Regional Leadership Team”)** comprised of Local Health Directors and Human Resources staff or designees from each county in the Lead Regional LHD’s region to advise the Regional Director on the content and execution of the Public Health Workforce Work Plan. The Regional Leadership Team should consult with representatives from the participating LHDs for Activity 466 *Advancing Equity* to coordinate use of resources pertaining to health equity. The Regional Leadership Team will assist the Regional Director in monitoring and adapting the Work Plan to ongoing needs in the context of COVID-19. The Regional Director will communicate monthly via in-person meetings, conference calls, and email correspondence.

6. Provide **monthly progress updates on the staff recruitment and hiring plan**. Include metrics on applications received and successful candidates based on race, ethnicity, and gender; include metrics on number of successful hires in relation to hiring goals.

7. Provide **monthly progress updates on the regional training plan**, including the number of training sessions, and the race, ethnicity, and gender of participants in the training sessions.

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

1. **Performance Measures**

- a. Designated a Workforce Development Regional Director by December 10, 2021.
- b. Submitted a Work Plan by February 18, 2022.
- c. Submitted staff recruitment and hiring plan progress updates monthly.
- d. Submitted regional training plan progress updates monthly.

2. **Reporting Requirements**

The reporting below shall be provided via the Smartsheet dashboard, which can be accessed at <https://app-smartsheet.com/b/publish?EQBC7=82018408e7b44e113b6e536f1b>. All the due dates for these reports are posted on the Smartsheet dashboard.

- a. The name and contact information of the designated Workforce Development Regional Director shall be reported via Smartsheet within three business days of the person’s designation and within three business days of any changes in staffing, including vacancy

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Lead Regional LHD receiving federally funded AAs.
- a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. AAs funded by more than one federal award will receive a disclosure Supplement for each federal award.
- b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Lead Regional LHD throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Lead Regional LHD even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
- a. Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
- b. Temporary or term-limited staff
- c. Fellows
- d. Interns
- e. Contractors or contracted employees

- b. **COVID-19 PH Workforce Grant Work Plan:** The Work Plan is to be uploaded to SmartSheet by February 18, 2022. The Work Plan template can be downloaded from SmartSheet.
- c. **Monthly Staff Recruitment And Hiring Plan Progress Updates:** For Staff Recruitment, include metrics on applications received and successful candidates based on race, ethnicity, and gender; for Hiring Plan, include metrics on number of successful hires in relation to hiring goals.
- d. **Monthly Regional Training Plan Progress Updates:** Include the number of training sessions, and the race, ethnicity, and gender of participants in the training sessions.
- e. **Monthly Financial Reports:** These monthly financial reports will report on the prior month. The first financial report is to report for November 2021 and is due on December 22, 2021.
- f. **Periodic Performance Reports:** These reports will detail the prior period's progress and are to be completed using the COVID-19 Public Health Workforce Grant Work Plan Template and uploaded to SmartSheet. Staff recruitment and hiring plan updates and the training plan progress updates are all part of these reports. The first program report is to report for July 1, 2021-December 31, 2021 performance and is due on January 25, 2022. The remaining periods for these performance reports are defined as:
- July 2021 – December 2021
January – March 2022
April – May 2022

V.

Performance Monitoring and Quality Assurance:

The ARPA DPH Liaison Team ("Liaison Team") will evaluate the Regional Public Health Workforce Leadership Team's ongoing progress on their COVID-19 PH Workforce Grant Work Plan through a monthly review of the financial reports, a quarterly review of the performance reports, and one site visit. The Liaison Team will attend the Regional Public Health Workforce Leadership Team's meetings, and by doing so will also be informing evaluation and quality assurance of the Work Plan goals.

The Liaison Team will conduct one site visit during the Agreement Addendum's service period as another avenue to inform the performance monitoring and quality assurance. This visit will allow for the Liaison Team to evaluate those aspects which are better evaluated in person rather than in an electronic submission. The site visit may include attending on-site training sessions and participation in meetings with external stakeholders.

The Liaison Team will provide written feedback, recommendations, and technical assistance at least twice per year to ensure adequate performance. The feedback and technical assistance includes identifying major strengths, weaknesses, areas to be addressed, and evaluating the success story ideas (documented by the Lead Regional LHD in its periodic performance reports).

Situations outlined below may result in inadequate performance and require corrective actions:

1. Non-completion of activities in the Work Plan will require documentation of barriers preventing implementation of activities and require an amended Work Plan within the reporting period that the change took place, which must be approved by the Liaison Team.
2. One full-time Workforce Development Regional Director is required to be maintained for the duration of this Agreement Addendum. In the event of a gap in staffing or another major change in Work Plan delivery, the Lead Regional LHD should identify staff internally to continue progress and should recruit and orient a replacement rapidly. In the event that there is delay and the Lead Regional LHD cannot show a plan to spend the lapsed salary or other unspent program dollars, those funds will be reallocated and redistributed.

Activity 621	AA 1264 2680 YM	07/01-05/31	Total Allocated	Proposed Total	New Total
Service Period					
Payment Period					
01 Alamance		0	\$0.00	0	0
D1 Albemarle	* 0	1,843,346	\$0.00	1,843,346	1,843,346
02 Alexander		0	\$0.00	0	0
04 Anson		0	\$0.00	0	0
D2 Appalachian	* 0	1,678,839	\$0.00	1,678,839	1,678,839
07 Beaufort		0	\$0.00	0	0
09 Bladen		0	\$0.00	0	0
10 Brunswick		0	\$0.00	0	0
11 Buncombe		0	\$0.00	0	0
12 Burke		0	\$0.00	0	0
13 Cabarrus	* 0	3,265,772	\$0.00	3,265,772	3,265,772
14 Caldwell		0	\$0.00	0	0
16 Carteret		0	\$0.00	0	0
17 Caswell		0	\$0.00	0	0
18 Catawba		0	\$0.00	0	0
19 Chatham		0	\$0.00	0	0
20 Cherokee		0	\$0.00	0	0
22 Clay		0	\$0.00	0	0
23 Cleveland		0	\$0.00	0	0
24 Columbus		0	\$0.00	0	0
25 Craven		0	\$0.00	0	0
26 Cumberland	* 0	1,997,255	\$0.00	1,997,255	1,997,255
28 Dare		0	\$0.00	0	0
29 Davidson		0	\$0.00	0	0
30 Davie		0	\$0.00	0	0
31 Duplin	* 0	2,084,305	\$0.00	2,084,305	2,084,305
32 Durham		0	\$0.00	0	0
33 Edgecombe		0	\$0.00	0	0
D7 Foothills	* 0	1,550,947	\$0.00	1,550,947	1,550,947
34 Forsyth		0	\$0.00	0	0
35 Franklin		0	\$0.00	0	0
36 Gaston		0	\$0.00	0	0
38 Graham		0	\$0.00	0	0
D3 Gran-Vance	* 0	2,756,453	\$0.00	2,756,453	2,756,453
40 Greene		0	\$0.00	0	0
41 Guilford	* 0	2,350,272	\$0.00	2,350,272	2,350,272
42 Halifax		0	\$0.00	0	0
43 Harnett		0	\$0.00	0	0
44 Haywood		0	\$0.00	0	0
45 Henderson		0	\$0.00	0	0
47 Hoke		0	\$0.00	0	0
48 Hyde		0	\$0.00	0	0
49 Iredell		0	\$0.00	0	0
50 Jackson		0	\$0.00	0	0

CFDA #. 93.354		Fed awd date: 05/19/2022	Is award R&D?	no	FAIN: NI 901P022192	Total amount of fed awd: \$ 62,340,758	
CFDA Cooperative Agreement for Emergencies Response		Public Health Emergencies Response		Public Health Crisis Response		Cooperative Agreement for Emergencies Response	
name		Public Health Crisis Response - 2018		Public Health Crisis Response		Public Health Crisis Response	
Subrecipient	DUNS	Subrecipient	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Fed award project description agency	Federal award indirect cost rate: n/a	
						%	
Alamance	965194483		=	=			
Albemarle	130537822		1,843,346	1,843,346			
Alexander	030495105		=	=			
Anson	847163029		=	=			
Appalachian	780131541		1,678,839	1,678,839			
Beaufort	091567776		=	=			
Bladen	084171628		=	=			
Brunswick	091571349		=	=			
Buncombe	879203560		=	=			
Burke	883321205		=	=			
Cabarrus	143408289		3,265,772	3,265,772			
Caldwell	948113402		=	=			
Carteret	058735804		=	=			
Caswell	077846053		=	=			
Catawba	083677138		=	=			
Chatham	131356607		=	=			
Cherokee	130705072		=	=			
Clay	145058231		=	=			
Cleveland	879924850		=	=			
Columbus	040040016		=	=			
Craven	091564294		=	=			
Cumberland	123914376		1,997,255	1,997,255			
Dare	082358631		=	=			
Davidson	077839744		=	=			
Davie	076526651		=	=			
Duplin	095124798		=	=			
Durham	088564075		2,084,305	2,084,305			
Edgecombe	093125375		=	=			
Foothills	782359004		1,550,947	1,550,947			
Forsyth	105316439		=	=			
Franklin	084168632		=	=			
Gaston	071062186		=	=			
Graham	020952383		=	=			
Granville-Vance	063347626		2,756,453	2,756,453			
Greene	091564591		=	=			
Guilford	071563613		2,350,272	2,350,272			
Halifax	014305957		=	=			
Harnett	091565986		=	=			
Haywood	070620232		=	=			
Henderson	085021470		=	=			
Hoke	091563643		=	=			
Hyde	832526243		=	=			
Iredell	074504507		=	=			
Jackson	089910624		=	=			
Jones	095116935		=	=			
Lee	067439703		=	=			
Lenoir	042789748		=	=			
Lincoln	086869336		=	=			
Macon	070626825		=	=			
Madison	831052873		=	=			
MTW	087204173		=	=			
Mecklenburg	074498353		=	=			
Montgomery	025384603		=	=			
Moore	050988146		=	=			
Nash	050425677		=	=			
New Hanover	040029563		=	=			
Northampton	097594477		=	=			
Onslow	172663270		=	=			
Orange	139209659		=	=			
Pamlico	097600456		=	=			
Pender	100955413		=	=			
Person	091563718		=	=			
Pitt	080889694		1,773,116	1,773,116			
Polk	079067930		=	=			
Randolph	027873132		=	=			
Richmond	070621339		=	=			
Robeson	082367871		=	=			
Rockingham	077847143		=	=			
Rowan	074494014		=	=			
Sampson	825573975		=	=			
Scotland	091564146		=	=			
Stanly	131060829		=	=			
Stokes	085442705		=	=			
Surry	077821858		=	=			
Swain	146437553		=	=			
Toe River	11345201		=	=			
Transylvania	030494215		1,000,000	1,000,000			
Union	079051637		=	=			
Wake	019625961		=	=			
Warren	030239953		=	=			
Wayne	040036170		=	=			
Wilkes	067439950		=	=			
Wilson	075585695		=	=			
Yadkin	089910624		=	=			

000101

Interlocal Agreement between the
Town of Magnolia
and Duplin County

This Agreement is entered into this the ____ day of _____, 2021 by and between the Town of Magnolia (hereinafter referred to as "the TOWN") and Duplin County (hereinafter referred to as "the COUNTY") to establish the terms of their agreement and common goal to demolish the Auditorium structure located at 238 Monk Street in Magnolia on parcel # 12-E015 (hereinafter generally referred to as the AUDITORIUM).

WITNESSETH

WHEREAS, the TOWN is the owner of the AUDITORIUM facility, which it represents is dilapidated and beyond repair, along with the real property at 238 Monk Street (parcel # 12-E015) where the AUDITORIUM is located;

WHEREAS, the TOWN has received insurance proceeds to fund repair of the AUDITORIUM, those funds are on hand with the TOWN, and the TOWN has not yet expended any of the funds;

WHEREAS, the COUNTY anticipates receiving CDBG-DR funding through the North Carolina Office of Recovery and Resiliency ("NCORR") in an amount sufficient to demolish the AUDITORIUM;

WHEREAS, the COUNTY intends to receive construction bids to demolish and remove the AUDITORIUM and level the basement of said AUDITORIUM using the CDBG-DR funding, and will contract with the lowest responsible bidder (hereinafter referred to as "the CONTRACTOR") to complete demolition using those funds;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits to result therefrom, the parties hereby agree as follows:

1. The TOWN will allow the COUNTY and the CONTRACTOR full access to the property at 238 Monk Street (parcel # 12-E015) where the AUDITORIUM is located, to demolish the AUDITORIUM, remove the debris and level the basement of the AUDITORIUM being careful to protect the other recreational facilities and citizens on the site;
2. The COUNTY and the CONTRACTOR shall use reasonable care to protect all other TOWN facilities and property, as well as the general public, during the course of demolition;
3. The COUNTY or CONTRACTOR will be responsible for any damage to TOWN property that falls outside the reasonable scope of damage associated with the demolition, and will repair any such damage at no cost to the TOWN;
4. As part of contracting with the CONTRACTOR, the COUNTY will ensure that CONTRACTOR maintains sufficient and appropriate insurance coverage to indemnify and hold harmless the COUNTY and the TOWN in case of accident, injury, or other damage arising out of or related in any way to the demolition;
5. COUNTY agrees to maintain general and/or public liability insurance from a good and responsible company or companies doing insurance business in the State of North Carolina, and maintain that coverage during the entire term of this Agreement. Said insurance shall cover any accident resulting

51 Johnston				0		0		0		0
52 Jones				0	\$0.00			0		0
53 Lee				0	\$0.00			0		0
54 Lenoir				0	\$0.00			0		0
55 Lincoln				0	\$0.00			0		0
56 Macon				0	\$0.00			0		0
57 Madison				0	\$0.00			0		0
D4 M-T-W				0	\$0.00			0		0
60 Mecklenburg				0	\$0.00			0		0
62 Montgomery				0	\$0.00			0		0
63 Moore				0	\$0.00			0		0
64 Nash				0	\$0.00			0		0
65 New Hanover				0	\$0.00			0		0
66 Northampton				0	\$0.00			0		0
67 Onslow				0	\$0.00			0		0
68 Orange				0	\$0.00			0		0
69 Pamlico				0	\$0.00			0		0
71 Pender				0	\$0.00			0		0
73 Person				0	\$0.00			0		0
74 Pitt	*	0	1,773,116	\$0.00	1,773,116			1,773,116		1,773,116
75 Polk				0	\$0.00			0		0
76 Randolph				0	\$0.00			0		0
77 Richmond				0	\$0.00			0		0
78 Robeson				0	\$0.00			0		0
79 Rockingham				0	\$0.00			0		0
80 Rowan				0	\$0.00			0		0
82 Sampson				0	\$0.00			0		0
83 Scotland				0	\$0.00			0		0
84 Stanly				0	\$0.00			0		0
85 Stokes				0	\$0.00			0		0
86 Surry				0	\$0.00			0		0
87 Swain				0	\$0.00			0		0
D6 Toe River				0	\$0.00			0		0
88 Transylvania *	0	1,000,000	\$0.00	1,000,000	1,000,000			1,000,000		1,000,000
90 Union				0	\$0.00			0		0
92 Wake				0	\$0.00			0		0
93 Warren				0	\$0.00			0		0
96 Wayne				0	\$0.00			0		0
97 Wilkes				0	\$0.00			0		0
98 Wilson				0	\$0.00			0		0
99 Yadkin				0	\$0.00			0		0
Totals			20,300,305		0	20,300,305		20,300,305		20,300,305

Sign and Date - DPH Program Administrator	Sign and Date - DPH Section Chief
<i>Wanda Wilson</i> 1/22/2021	<i>DMK</i> 11/22/2021
Sign and Date - DPH Contract Office - ATC Coordinator	Sign and Date - DPH Budget Officer
Budget 11/22/2021 <i>and</i>	<i>S. Day</i> 11/23/2021

in bodily injury to or death of persons, and for loss from an accident resulting in damage to or destruction of property as the result of acts or omissions by the COUNTY's employees, agents, independent contractors, or others acting on behalf of COUNTY;

6. TOWN agrees to maintain general and/or public liability insurance from a good and responsible company or companies doing insurance business in the State of North Carolina, and maintain that coverage during the entire term of this Agreement. Said insurance shall cover any accident resulting in bodily injury to or death of persons, and for loss from an accident resulting in damage to or destruction of property as the result of acts or omissions by the TOWN's employees, agents, independent contractors, or others acting on behalf of TOWN;

7. To the extent the CDBG-DR funding is insufficient to cover the entire cost of demolition, the TOWN shall provide additional funds in an amount not to exceed the aforementioned insurance proceeds, so long as demolition is an eligible use for these funds as determined by the insurance carrier, and

8. All communications from the TOWN to the CONTRACTOR shall go through the COUNTY or its representatives, and it is hereby acknowledged and agreed that any and all costs (direct or indirect) resulting from communications not directed through the COUNTY or its representatives shall be the sole responsibility of TOWN.

Town of Magnolia (TOWN)

Gwendolyn B. Vann, Mayor

Duplin County (COUNTY)


Dexter Edwards, Chairman

Initial Offers for 648 Cornwallis Road Property					
Date	Amount	Offeror	Phone Number(s)	Address	Notes
10/5/2021	30,000.00	Rossel Ponce and Astric Medina	910-284-0599 (Rossell Ponce), 910-284-0596 (Astric Medina)	192 Noel Ct, Teachey, NC 28464	
10/7/2021	40,000.00	Church Iglesia Sinai Nuevo Renacer of Wallace	910-260-0786 (Selvin Espinoza, Pastor), 910-289-0403 (Ronald Kenan)	130 Rouse Dr, Willard, NC 28478	
10/11/2021	50,000.00	Alba Aracely Diaz	910-305-8513	328 K Bryan Rd, Magnolia, NC 28453	
10/13/2021	50,200.00	Church Iglesia Sinai Nuevo Renacer of Wallace	910-260-0786 (Selvin Espinoza, Pastor), 910-289-0403 (Ronald Kenan)	130 Rouse Dr, Willard, NC 28478	
10/28/2021	62,500.00	Hatcher Builders LLC, Haywood Hatcher Jr	910-289-1131	PO Box 233, Chinquapin, NC 28521	
10/29/2021	65,000.00	David Urriola	910-538-8797	PO Box 1422, Wilmington, NC 28402	
10/29/2021	66,000.00	Rossel Ponce and Astric Medina	910-284-0599 (Rossell Ponce), 910-284-0596 (Astric Medina)	192 Noel Ct, Teachey, NC 28464	
10/29/2021	68,500.00	Church Iglesia Sinai Nuevo Renacer of Wallace	910-260-0786 (Selvin Espinoza, Pastor), 910-289-0403 (Ronald Kenan)	130 Rouse Dr, Willard, NC 28478	

First Accepted Offer					
Date	Amount	Offeror	Phone Number(s)	Address	Deposit Amount
11/1/2021	68,500.00	Church Iglesia Sinai Nuevo Renacer of Wallace	910-260-0786 (Selvin Espinoza, Pastor), 910-289-0403 (Ronald Kenan)	130 Rouse Dr, Willard, NC 28478	3,425.00

Returned to Ronald Kenan on 11/24/21

Upset Bid Round 1					
Upset bid must be at least 10% of first \$1,000 plus 5% of remainder		Starting upset bid amount		71,975.00	Formula =B15+((10%*1,000)+(5%*(B15-1,000)))
Date	Amount	Offeror	Phone Number(s)	Address	Deposit Amount
11/15/2021	72,800.00	David Urriola	910-538-8797	PO Box 1422, Wilmington, NC 28402	3,640.00

Received 11/15/21, delivered to Finance Office

Upset Bid Round 2					
Upset bid must be at least 10% of first \$1,000 plus 5% of remainder		Starting upset bid amount		76,490.00	Formula =B21+((10%*1,000)+(5%*(B21-1,000)))
Date	Amount	Offeror	Phone Number(s)	Address	Deposit Amount
	76,490.00	(minimum)			3,824.50

001000

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 11-15-2021 Time: 3:24 PM

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

Tax Parcel ID#: 10-E005 Township: Rockfish

Offer Amount: \$ 72,800 Bid Deposit Amount (5%): \$ 3,640.00

Method of Deposit: Cash ☒ Bank/Cashiers' Check (Check # 0003937091)

If approved by the Duplin County Board of Commissioners, please **make the deed out to:**
DAVID M URRIOLO

Phone Number: 910-538-8797 Alternate Number: _____
(Please include area code)

Marital Status: ☒ Single ☐ Married ☐ Divorced ☐ Widow ☐ Corporation
(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:

P.O. Box 1422
WILMINGTON N.C. 28402

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 "closing costs" including recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

[Signature]
Signature of Offeror

Date 11-15-2021

000104



P O BOX 1551 JACKSONVILLE, NC 28541 1551
(910) 577 7333

PAY ** THREE THOUSAND SIX HUNDRED FORTY DOLLARS AND 00 CENTS **
\$3,640.00

VOID AFTER 90 DAYS
DRAWER MARINE FEDERAL CREDIT UNION

DUPLIN COUNTY
TO THE ORDER OF RE: DAVID M URRIOLO

[Signature]
Authorized Signatory

⑈0003937091⑈ ⑆061103056⑆0160010717451⑈

00 0003937091

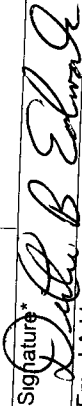
Check total is \$3,640.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Thompson, Price, Scott, Adams, & Co., P.A.	
Authorized Firm Representative* (typed or printed)	Signature*
Date*	Email Address

GOVERNMENTAL UNIT

Governmental Unit*	
Duplin County	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (if required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Dexter Edwards	
Date	Email Address
12 6 2021	dexter.edwards@duplincountync.com

Chair of Audit Committee (typed or printed, or "NA")	
Signature	
Date	Email Address
NA	

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer*	Signature*
Tracy Chestnut, Finance Officer	
Date of Pre-Audit Certificate*	Email Address*
12/7/21	tracy.chestnut@duplincountync.com

Whereas	Primary Government Unit
	Duplin County
and	Discretely Presented Component Unit (DPCU) (if applicable)
	Duplin County Tourism Development Authority
and	Auditor
	Thompson, Price, Scott, Adams, & Co., P.A

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally due on	Audit Report Due Date
	June 30, 2021		10/31/2021

hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date	Original due date	Modified due date
	10/31/2021	01/15/2022
☐ Modification to fee	Original fee	Modified fee

Reason(s) for Contract Amendment

Primary Other
(choose 1)(choose 0-2)

- | | | |
|-----------------------|--------------------------|--|
| ☐ | ☐ | Change in scope |
| ☐ | ☐ | Issue with unit staff/turnover |
| ☐ | ☐ | Issue with auditor staff/workload |
| ☐ | ☐ | Third-party financial statements not prepared by agreed-upon date |
| ☐ | ☐ | Unit did not have bank reconciliations complete for the audit period |
| ☐ | ☐ | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| ☐ | ☐ | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| ☐ | ☐ | Unit did not have information required for audit complete by the agreed-upon time |
| ☐ | ☐ | Delay in component unit reports |
| ☐ | ☐ | Software - implementation issue |
| ☐ | ☐ | Software - system failure |
| ☐ | ☐ | Software - ransomware/cyberattack |
| ☐ | ☐ | Natural or other disaster |
| ☐ | ☐ | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only

Work on ways to gather information without having to do it in person

Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.



DUPLIN COUNTY
224 SEMINARY STREET
PO BOX 950
KENANSVILLE, NC 28349-0950
PHONE: (910) 296-2104 FAX: (910) 296-2107

Date: 11/29/2021

To: Duplin County Board of Commissioners

From: Tracy Chestnutt, Finance Officer

Re: American Rescue Plan Act Update

The purpose of this memo and agenda request is to provide the Board of Commissioners with an American Rescue Plan Act budget update and to request the Board of Commissioners to allocate additional funding for Covid-19 response.

Duplin County was allocated \$11,409,751 from the American Rescue Plan Act and has received \$5,704,875.50.

Below is an updated budget report as of 11/29/2021:

	BUDGET	YTD	AVAILABLE
INTEREST EARNED	0	-7,232.62	
AMERICAN RESCUE PLAN FUNDS	-11,409,751.00	-5,704,875.50	-5,785,875.5
SALARY AND BENEFITS	2,312,502	1,751,260.36	561,241.64
PROFESSIONAL SERVICES	27,000		27,000
PROGRAM SUPPLIES	6,500	5,928	
REPAIRS BUILDING AND GROUNDS	62,900	62,900(PO)	572
CAPITAL OUTLAY	1,600,000	0	1,600,000
REVENUE REPLACEMENT	7,400,849	0	7,400,849
REVENUE TOTAL	-11,409,751	-5,712,108.12	-5,785,875.50
EXPENDITURE TOTAL	11,409,751	1,820,088.36	9,589,662.64

I would also like to request the board approve the use of ARPA funds for COVID-19 testing for the jail and occasional employee rapid testing. This use of grant funds are covered under the provision to support urgent COVID-19 response

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	Duplin County Tourism Development Authority
Date DPCU Governing Board Approved	Amended Audit Contract (If required by governing board policy)
DPCU Chairperson (typed or printed)	Signature
E. Thomas Fife	
Date	Email Address
	e fife@gmail.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
NA	
Date	Email Address
12-6-2021	

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Tracy Chestnutt, Finance Officer	
Date of Pre-Audit Certificate	Email Address
	tracy.chestnutt@duplincountync.com



DUPLIN COUNTY
224 SEMINARY STREET
PO BOX 950
KENANSVILLE, NC 28349-0950
PHONE: (910) 296-2104 FAX: (910) 296-2107

efforts to continue to decrease spread of the virus and bring the pandemic under control. The jail had a one-time unexpected COVID-19 testing expense in August in the amount of \$7,080. The jail will continue to incur regular medical courier invoices to deliver test samples to the State testing lab. In addition, we incur invoices for rapid testing for employees in critical emergency services positions at the cost of \$181 per employee. These costs would otherwise be a cost burden on the County. The County previously used NC Pandemic recovery funds to recover the cost of COVID-19 testing for the jail and employees. We have enough unallocated grant funds to cover this expenditure. I am requesting to allocate \$27,000 to COVID-19 testing.

In August, the Board approved to allocate \$62,900 to replace the air conditioning system at the health department. The project requires an additional \$2,000 to complete the project because of unexpected plumbing restructuring. This falls under the provision of COVID-19 response as it is an improvement to ventilation in a health care facility.

We have \$588,813.64 in unallocated grant funds and \$7,232.62 in unallocated interest earned. The next revenue replacement measurement period ends December 31, 2021. We may be able to allocate any remaining funds to general government use once we calculate the revenue replacement estimate as of December 31, 2021.

If you have any questions, please do not hesitate to reach out at 910-296-2104 or at tracy.chestnut@duplincountync.com.



DAVID CHEATWOOD, Managing Director
6101 Carnegie Blvd, Suite 210
Charlotte, NC 28209
Office (704) 926-2447
Email dcheatwood@firsttryon.com

Discussion Material
Limited Obligation Remaining Bonds - 12/6/21

Duplin County, North Carolina

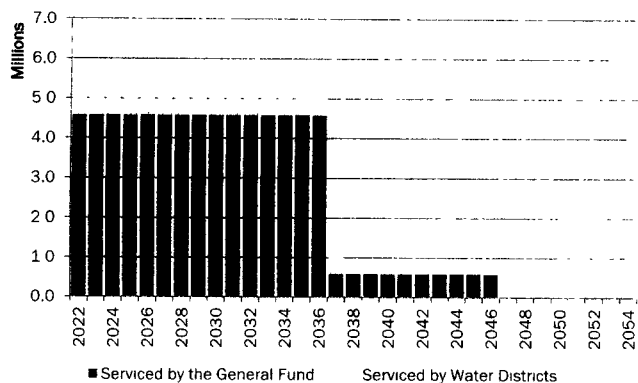
December 6, 2021

Serviced by the General Fund							
Series	Description	Par Outstanding	Final Maturity	Call Provision	Avg. Coupon	Use of Proceeds	
Series 2005	USDA Loan	8,913,260	6/1/2046	Current, @ 100%	4.125%	Duplin County Events Center	
Series 2016	Limited Obligation Bonds	43,605,000	4/1/2036	4/1/2026 @ 100%	4.501%	Schools	
Total		52,518,260			4.437%		

Serviced by Water Districts							
Series	Description	Par Outstanding	Final Maturity	Call Provision	Avg. Coupon	Use of Proceeds	
Series 2001	NC Clean Water Revolving Loan (Albertson Water Fund)	36,812	2023	-	2.870%	Water System Improvements	
Series 2010	ARRA Revolving Loan (District D)	208,575	2030	-	0.000%	Water System Improvements	
Series 2012	Limited Obligation Bonds	11,505,000	6/1/2037	6/1/2022 @ 100%	4.122%	Water District GO Refundings	
Series 2013	SRF Loan (District F)	1,526,478	5/1/2034	-	2.010%	Water System Improvements	
Series 2014	SRF Loan (District E)	101,731	5/1/2034	-	0.000%	Water System Improvements	
Series 2014	SRF Loan (District G)	115,687	5/1/2034	-	0.000%	Water System Improvements	
Series 2014	USDA Loan (Districts E&G)	598,762	2054	-	3.250%	Sewer System	
Series 2017	NC Clean Water Revolving Loan (Albertson District)	432,673	5/1/2037	-	0.000%	Sewer System	
Total		14,525,719			3.618%		
Grand Total		67,068,615			4.259%		

Potential Refunding Opportunity

Annual Debt Service Requirements



Observations

The County has approximately \$67.1 million in long-term debt outstanding, which is composed of \$52.5 million serviced by the General Fund and \$14.5 million serviced by the County's Water Districts.

Weighted average interest rate of 4.259%;

Average life of 9.681 years;

10-year payout ratio of 56%;

Final maturity in FY2054.

Potential Refunding Opportunity

The County has an opportunity to refund its Limited Obligation Bonds, Series 2012 (the "2012 Bonds") via a public sale to achieve debt service savings.

The 2012 Bonds were originally issued to refunding outstanding USDA General Obligation Bonds of the County's Water Districts B, D, E, F and G for debt service savings.

The 2012 Bonds are currently outstanding in the amount of \$11,505,000, of which \$10,855,000 (2023 – 2037) is callable on June 1, 2022 at 100%.

The 2012 Bonds are not eligible for a current refunding on a tax-exempt basis until 90 days ahead of the call date (June 1, 2022 – approximately March 3, 2022).

The following slide provides an overview of the refunding results of a tax-exempt current refunding of the 2012 Bonds that closes in March 2022.

Refunding Summary

Based on current market interest rate estimates, the County would be able to achieve the following debt service savings through the issuance of Limited Obligation Refunding Bonds in March 2022:

NPV Savings (\$):	\$1,812,010
NPV Savings (%):	16.65%
Gross Savings:	\$2,044,871
Average Annual Savings:	\$136,285

Refunded Bonds	Series 2012 (LOBs)
Par Amount	10,885,000
Maturities	6/1/23 - 6/1/37
Avg. Coupon	4.43%
Optional Redemption	6/1/22 @ 100%

Refunding Bonds	Series 2022
Par Amount	9,170,000
All-in True Interest Cost	2.135%
Net PV Savings (\$)	1,812,010
Net PV Savings (%)	16.65%
Negative Arbitrage	40,574
Average Annual Savings	136,285

Fiscal Year Ending	Cash Flow Savings
6/30/2022	596
6/30/2023	137,438
6/30/2024	137,138
6/30/2025	138,888
6/30/2026	139,463
6/30/2027	134,750
6/30/2028	139,950
6/30/2029	143,450
6/30/2030	145,400
6/30/2031	142,400
6/30/2032	134,750
6/30/2033	137,450
6/30/2034	137,450
6/30/2035	127,200
6/30/2036	122,200
6/30/2037	126,350
Total Cash Flow Savings	2,044,871

Financing Schedule

DATE	TASK	RESPONSIBILITY
November 10	LGC Pre-Application Call	County / FA / BC / LGC
December 6	County BOC Meeting – Adopt Preliminary Resolution, Call for Public Hearing	County / BC
By December 23	Publish Notice of Public Hearing	BC / UC
January 3	County BOC Meeting – Hold Public Hearing, Adopt Approving Resolution	County / BC
January 3	Water District Board Meetings – Adopt Refunding Bond Orders / Sale and Issuance Resolutions	WD / BC
January 4	Submit LGC Refunding Letter Application	County / FA
January 13	Publish Refunding Bond Orders (30-Day Challenge Period)	WD / BC
Week of January 17	Rating Calls	County / FA / U
By January 28	Receive Ratings	Working Group
January 31	Finalize POS	UC
February 1	LGC Approval	LGC
February 2	Post POS	UC
February 9	Pricing	Working Group
February 10	Execute Bond Purchase Agreement	County, U, LGC
March 8	Closing	Working Group

Board of Commissioners typically meets 1st and 3rd Monday of each month

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The Board of Commissioners for the County of Duplin, North Carolina met in a regular meeting in the Commissioners' Room at the Duplin County Administrative Building in Kenansville, North Carolina, the regular place of meeting, at 6:00 p.m. on December 6, 2021.

Present: Chairman Dexter B. Edwards, presiding, and Commissioners KENNEDY THOMPSON, ELWOOD GARNER, WAYNE E. BRANCH, and JESSE DOWE.

Absent: Commissioners

Also Present: Davis H. Brinson, County Manager and Clerk to the Board of Commissioners; Tracy Chestnutt, Finance Officer; TIM WILSON, COUNTY ATTORNEY

* * * * *

TRACY CHESTNUTT introduced the following resolution the title of which was read and copies of which had been previously distributed to each Commissioner:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE ISSUANCE OF LIMITED OBLIGATION BONDS OF THE COUNTY; CALLING FOR A PUBLIC HEARING WITH RESPECT TO SUCH BONDS; REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT; AND APPROVING CERTAIN MEMBERS OF THE FINANCE TEAM

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Duplin, North Carolina (the "County"):

Section 1. The Board does hereby find and determine as follows:

(a) Pursuant to Article 6 of Chapter 162A of the General Statutes of North Carolina, as amended (the "District Act"), the County has created water districts within the County known as County Water District B of Duplin County, County Water District D of Duplin County, County Water District E of Duplin County, County Water District F of Duplin County and County Water District G of Duplin County (collectively, the "Districts"), each of which is a municipal

services to their customers and citizens, the result of which, in addition to the direct benefit to the customers of the Districts in reduced water costs, will encourage the welfare and prosperity of the entire County.

(d) Pursuant to Section 160A-20 of the General Statutes of North Carolina (as amended, the "Act"), the County may finance the purchase of real or personal property by contracts that create a security interest in the property so acquired to secure repayment of the moneys advanced or made available for such purchase.

(e) The County has developed a plan of finance under which (1) each of the Districts will authorize and issue general obligation refunding bonds (the "District Refunding Bonds") to refund its respective 2012 District General Obligation Bonds, such District Refunding Bonds to be purchased by the County, and (2) the County will enter into a new Trust Agreement (the "Trust Agreement"), providing for the issuance by the County of Limited Obligation Bonds, Series 2022 (the "Bonds") to provide funds to the County for the purpose of financing the purchase of the District Refunding Bonds and (3) the County will pledge the District Refunding Bonds, the property acquired in the financing, to secure payment of the Limited Obligation Bonds.

(f) The Board has determined to enter into the Trust Agreement to provide for the issuance of the Bonds thereunder in a principal amount not to exceed \$11,500,000 to provide funds, together with any other available funds, to (a) purchase the District Refunding Bonds and (b) pay certain other costs incurred in connection with the issuance and sale of the Bonds.

(g) It is in the best interest of the County to enter into the Trust Agreement in that such plan of finance will result in providing financing for the acquisition of the District Refunding Bonds in an efficient and cost effective manner.

corporation and body corporate and politic under the laws of the State of North Carolina (the "State") and authorized by the laws of the State, including, without limitation, The Local Government Bond Act, Article 4 of Chapter 159 of the General Statutes of North Carolina, as amended (the "General Obligation Bonds Act") to authorize and issue general obligation bonds to finance the cost of water and sewer utility improvements in their respective jurisdictions.

(b) Each of the Districts has heretofore authorized and issued one or more series of its general obligation bonds to finance such improvements, which general obligation bonds were refunded by general obligation refunding bonds of the respective District issued on July 12, 2012 (the "2012 District General Obligation Bonds"). The 2012 District General Obligation Bonds were purchased by the County with the proceeds of its Limited Obligation Bonds, Series 2012, dated July 12, 2012 (the "Series 2012 Bonds"), which were issued pursuant to a Trust Agreement, dated as of July 1, 2012 (the "Prior Trust Agreement"), by and between the County and Branch Banking and Trust Company (now known as Truist Bank), as trustee (the "Trustee"). Payments of debt service on the Series 2012 Bonds is paid from amounts received by the County on the 2012 District General Obligation Bonds.

(c) The Series 2012 Bonds maturing on and after June 1, 2023 (the "Bonds to be Refunded") are subject to redemption at the option of the County on June 1, 2022, and the County may realize significant interest savings by refunding the remaining Series 2012 Bonds with refunding Bonds that bear interest at rates available in the current market. The refunding of the Bonds to be Refunded with new bonds at a lower interest rate will enable the County to exchange the remaining 2012 District General Obligation Bonds for new District general obligation refunding bonds bearing interest at lower rates, which will result in interest savings to the Districts. Such savings will result in more economical conditions for the Districts to provide

Section 3. A public hearing with respect to the issuance of the Bonds and the proposed financing is hereby scheduled for the regular meeting of the Board on January 3, 2022 at which any member of the public can be heard on whether the County should proceed with the issuance of the Bonds as described above. The Clerk is hereby directed to cause notice of such public hearing to be published at least 10 days prior to said meeting in a newspaper of general circulation in the County.

Section 4. The Board authorizes the filing of an application with the Local Government Commission for approval of the Bonds and the Trust Agreement and requests the Local Government Commission to approve the Bonds and the Trust Agreement and the proposed financing in connection therewith.

Section 5. The law firm of Womble Bond Dickinson (US) LLP is hereby appointed to serve as bond counsel to the County and the Districts in connection with the transactions described herein. First Tryon Advisors will serve as Financial Advisor to the County and to the Districts. Wells Fargo Bank, National Association will serve as the underwriter of the Bonds and the law firm of Bode Call & Stroupe, LLP will represent the underwriter. Trust Bank will serve as trustee under the Trust Agreement.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner _____, seconded by Commissioner _____, the resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE ISSUANCE OF LIMITED OBLIGATION BONDS OF THE COUNTY; CALLING FOR A PUBLIC HEARING WITH RESPECT TO SUCH BONDS; REQUESTING THE LOCAL GOVERNMENT COMMISSION

(h) Entering into the Trust Agreement is preferable to a general obligation bond or a revenue bond issue in that (i) the nature of the financing does not allow for the issuance of revenue bonds to finance the acquisition of the District Refunding Bonds; (ii) the cost of the acquisition of the District Refunding Bonds exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iii) the circumstances existing require that funds be available to acquire the District Refunding Bonds as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the above described financing by several months; and (iv) there can be no assurances that the issuance of general obligation bonds to finance the acquisition of the District Refunding Bonds would be approved by the voters.

(i) Based upon information provided to the Board, the costs of the financing described above is reasonably comparable to the costs associated with other alternative means of financing and is acceptable to the Board.

(j) Bond counsel to the County will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(k) The debt management policies of the County have been carried out in strict compliance with law, and the County is not in default under any obligation for repayment of borrowed money.

(l) Any tax rate increase anticipated to be necessary to pay principal of and interest on the Bonds will be reasonable.

TO APPROVE THE FINANCING ARRANGEMENT; AND APPROVING CERTAIN MEMBERS OF THE FINANCE TEAM" was passed by the following vote:

Ayes:

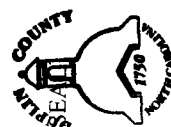
Noes:

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I, Davis H. Brinson, County Manager and Clerk to the Board of Commissioners for the County of Duplin, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said District at a regular meeting held on December 6, 2021, as relates in any way to the adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said District this 6th day of December, 2021.



Clerk to the Board

52	NCDOT 848	5' CONCRETE SIDEWALK (4" DEPTH)	320	320	SY	85.00	20,800.00	-	-	-
53	NCDOT 081	INSTALLATION OF US ELECTRICAL UTILITIES TO HANGAR BUILDING	1	1	LS	10,000.00	10,000.00	-	-	-
54	NCDOT 1205	PAVEMENT MARKING	260	260	SF	4.00	1,040.00	-	-	-
55	NCDOT 1205	PAVEMENT MARKING - HANDCAP MARKING	2	2	EA	100.00	200.00	-	-	-
56	NCDOT 1510	INSTALLATION OF WATER SERVICE LINE TO HANGAR BUILDINGS	1	1	LS	16,800.00	16,800.00	-	-	-
57	NCDOT 1510	INSTALLATION OF 8" WATER FIRE LINE TO HYDRANT	1	1	LS	31,000.00	31,000.00	-	-	-
58	NCDOT 1320	INSTALLATION OF SANITARY SEWER FORCE MAIN	1	1	LS	15,000.00	15,000.00	-	-	-
59	NCDOT 1320	INSTALLATION OF SANITARY SEWER LINE TO HANGAR BUILDINGS	1	1	LS	7,000.00	7,000.00	-	-	-
60	NCDOT 1320	INSTALLATION OF GRINDER PUMP WITH ALARM PANEL	1	1	LS	24,000.00	24,000.00	-	-	-
61	NCDOT 1320	INSTALLATION OF DRAINAGE SEPARATOR	1	1	EA	14,000.00	14,000.00	-	-	-
62	ITEM	LARGE HANGAR BUILDING, COMPLETE INCLUDING CONCRETE FOUNDATION AND DOOR SYSTEM	1	1	LS	1,296,300.00	1,296,300.00	-	-	-
63	ITEM	OFFICE AND HANGAR BUILDING, COMPLETE INCLUDING CONCRETE FOUNDATION AND DOOR SYSTEM	1	1	LS	1,681,800.00	1,681,800.00	-	-	-
CO1-1	ITEM	DEMOLITION	1	1	LS	8,000.00	8,000.00	-	-	-
CO1-2	ITEM	REMOVAL	1	1	LS	8,000.00	8,000.00	-	-	-
CO1-3	ITEM	SEDIMENTATION POND MAINTENANCE	1	1	LS	5,000.00	5,000.00	-	-	-
CO1-4	ITEM	SEDIMENTATION AND EROSION CONTROL MEASURES MAINTENANCE	1	1	LS	4,000.00	4,000.00	-	-	-
CO1-5	ITEM	SITE ASSESSMENT AND REGRADING	1	1	LS	9,000.00	9,000.00	-	-	-
CO1-6	ITEM	PROJECT MANAGEMENT/COORDINATION/MISC	1	1	LS	3,000.00	3,000.00	-	-	-
CO2-1	ITEM	ADD FULL BATHROOM	-	1	LS	5,400.00	5,400.00	-	-	-
CO2-2	ITEM	ADD STORAGE ABOVE OFFICES	-	1	LS	24,000.00	24,000.00	-	-	-
CO2-3	ITEM	ADD STONE UNDER FOOTINGS/SLAB FOR DEWATERING (HANGAR 1)	-	430	CY	42.00	18,060.00	-	-	-
CO2-4	ITEM	ADD UNDERDRAINS AROUND BUILDING/PARKING LOT AND ENTRANCE	-	1 125	LF	38.00	42,750.00	-	-	-
CO2-5	ITEM	UNDERCUT UNSUITABLE MATERIAL (FOOTINGS/HANGAR 1)	-	140	CY	40.00	5,600.00	-	-	-
CO2-6	ITEM	UNDERCUT UNSUITABLE MATERIAL (ENTRANCE/PARKING LOT)	-	600	CY	19.25	11,550.00	-	-	-
CO2-7	ITEM	REPLACE CAST IRON WITH SCHEDULE 40 PIPE	-	1	LS	(7,500.00)	(7,500.00)	-	-	-
CO2-8	ITEM	REPLACE COPPER PIPE WITH UPONOR PIPE	-	1	LS	(6,300.00)	(6,300.00)	-	-	-
CO2-9	ITEM	REPLACE METAL TRENCH DRAIN WITH PVC BODY TRENCH DRAIN	-	1	LS	(4,000.00)	(4,000.00)	-	-	-
CO2-10	ITEM	REPLACE POE LIGHTING SYSTEM WITH LED CONVENTIONAL SYSTEM	-	1	LS	(16,000.00)	(16,000.00)	-	-	-
CO2-11	ITEM	GENERATOR TO MATCH MANUFACTURER OF EXISTING ON-SITE GENERATOR	-	1	LS	(5,500.00)	(5,500.00)	-	-	-
CO2-12	ITEM	REMOVE GROUNDING OUTLETS IN SLAB	-	1	LS	(4,500.00)	(4,500.00)	-	-	-
CO2-13	ITEM	BATHROOM FOR HANGAR 2	-	1	LS	5,100.00	5,100.00	-	-	-
CO2-14	ITEM	REPLACE SLAB REBAR WITH FIBER REINFORCING	-	1	LS	(11,000.00)	(11,000.00)	-	-	-
TOTAL									\$0.00	\$0.00
									\$4,843,205.60	\$4,843,205.60

ORIGINAL CONTRACT AMOUNT

\$4,881,812.60

CHANGE ORDER 1

\$42,000.00

CHANGE ORDER 2

\$5,580.00

CHANGE ORDER 3

(\$12,700.00)

CHANGE ORDER 4

(\$395.00)

CHANGE ORDER 5

253,600.00

CURRENT CONTRACT AMOUNT (CO1-5) \$5,269,897.60

DUPLIN COUNTY AIRPORT (DPL)
INDUSTRIAL AIRPARK CONSTRUCTION-HANGAR COMPLEX

CHANGE ORDER 4

October 19, 2021

OWNER

DUPLIN COUNTY

280 AIRPORT ROAD

KENANSVILLE, NORTH CAROLINA 28549

CONTRACTOR

RIVER LANDING BUILDERS, LLC

PO BOX 1139

WALLACE, NORTH CAROLINA 28466

PREPARED BY

AVCON, INC

MARTY WYNN, P.E

AVCON PROJECT NO. - 2020 0289 01

NCDDA PROJECT NO. - 35944 20 14 1

BASE BID - HANGAR COMPLEX				CURRENTLY UNDER CONTRACT					CHANGE ORDER	
ITEM NO	SPEC NO	DESCRIPTION	CONTRACT	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL UNDER CONTRACT	INCREASED TOTAL	DECREASED TOTAL	
1	S-102	SAFETY AND SECURITY	1	1	LS	15,000.00	15,000.00	-	-	
2	S-102	AVIATION BARRICADES	16	16	EA	250.00	4,000.00	-	-	
3	S-104	PROJECT SURVEY AND STAKEOUT	1	1	LS	40,000.00	40,000.00	-	-	
4	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	1	LS	15,000.00	15,000.00	-	-	
5	C-102	MAINTENANCE OF EXISTING CONSTRUCTION ENTRANCE	1	1	LS	3,300.00	3,300.00	-	-	
6	C-102	TEMPORARY SEEDING	4	4	AC	3,000.00	12,000.00	-	-	
7	C-102	TEMPORARY SILT FENCE	300	300	LF	4.50	1,350.00	-	-	
8	C-102	BLOCK AND GRAVEL INLET PROTECTION	16	16	EA	250.00	4,000.00	-	-	
9	C-102	EXCELSIOR MATTING	8,000	8,000	SY	2.00	16,000.00	-	-	
10	C-102	RIE RAP, CLASS B	50	50	CY	185.00	9,250.00	-	-	
11	C-102	SEDIMENT / DETENTION BASIN INSTALLATION	1	1	LS	29,000.00	29,000.00	-	-	
12	C-105	MOBILIZATION	1	1	LS	544,700.00	544,700.00	-	-	
13	P-152	UNCLASSIFIED EXCAVATION	13,500	13,500	CY	12.86	173,475.00	-	-	
14	P-209	CRUSHED AGGREGATE BASE COURSE	1,300	0	CY	95.00	-	-	-	
15	P-401	BITUMINOUS ASPHALT T PAVEMENT	1,800	200	TON	150.00	30,000.00	-	-	
16	P-602	EMULSIFIED ASPHALT PRIME COAT	2,200	0	GAL	6.40	-	-	-	
17	P-603	EMULSIFIED ASPHALT TACK COAT	800	800	GAL	1.00	800.00	-	-	
18	P-603	ASPHALT SURFACE TREATMENT	3,700	3,700	SY	6.00	22,200.00	-	-	
19	P-610	1 CONCRETE MOW STRIP AROUND HANGARS (5' DEPTH)	460	460	LF	20.00	9,200.00	-	-	
20	P-620	TEMPORARY AIRFIELD MARKING - YELLOW w/ REFLECTIVE MEDIA	300	300	SF	5.00	1,500.00	-	-	
21	P-620	PERMANENT AIRFIELD MARKING - YELLOW w/ REFLECTIVE MEDIA	410	410	SF	5.00	2,050.00	-	-	
22	P-620	PERMANENT AIRFIELD MARKING - BLACK w/ REFLECTIVE MEDIA	110	110	SF	5.00	550.00	-	-	
23	D-701	15" REINFORCED CONCRETE PIPE, CLASS III	262	262	LF	50.00	13,100.00	-	-	
24	D-701	18" REINFORCED CONCRETE PIPE, CLASS III	139	139	LF	83.00	11,537.00	-	-	
25	D-701	24" REINFORCED CONCRETE PIPE, CLASS III	132	132	LF	65.00	8,580.00	-	-	
26	D-701	30" REINFORCED CONCRETE PIPE, CLASS III	45	45	LF	120.00	5,400.00	-	-	
27	D-701	18" REINFORCED CONCRETE PIPE, CLASS IV	385	385	LF	60.00	23,100.00	-	-	
28	D-701	24" REINFORCED CONCRETE PIPE, CLASS IV	215	215	LF	84.00	18,060.00	-	-	
29	D-701	30" REINFORCED CONCRETE PIPE, CLASS IV	251	251	LF	110.00	27,610.00	-	-	
30	D-705	4" PVC UNDERDRAIN	160	160	LF	25.00	4,000.00	-	-	
31	D-751	DROP INLET	15	15	EA	5,000.00	75,000.00	-	-	
32	D-751	REPAIR EXISTING DROP INLET STRUCTURE	1	1	EA	5,000.00	5,000.00	-	-	
33	D-752	24" FLARED END SECTION	1	1	EA	1,400.00	1,400.00	-	-	
34	D-752	30" FLARED END SECTION	410	410	LF	29.76	12,201.60	-	-	
35	F-162	8' CHAIN-LINK FENCE	1	1	EA	4,800.00	4,800.00	-	-	
36	F-162	20' SLIDING GATE	1	1	EA	19,800.00	19,800.00	-	-	
37	F-162	ACCESS CONTROL SYSTEM	1	1	EA	4,800.00	4,800.00	-	-	
38	M-102	AIRCRAFT TIE DOWN	15	15	EA	500.00	7,500.00	-	-	
39	T-901	SEEDING	4	4	AC	2,000.00	8,000.00	-	-	
40	T-908	MULCHING	4	4	AC	1,700.00	6,800.00	-	-	
41	L-108	#8, SKV, TYPE C CABLE	280	280	LF	1.25	350.00	-	-	
42	L-108	#6 BARE COPPER CABLE COUNTERPOISE	280	280	LF	0.65	182.00	-	-	
43	L-108	CABLE TRENCHING	220	220	LF	7.00	1,540.00	-	-	
44	L-110	2' WAY 2" SCH 40 PVC CONCRETE ENCASED	70	70	LF	31.00	2,170.00	-	-	
45	L-110	2" SCH 40 PVC CONDUIT DIRECT BURIED	220	220	LF	20.00	4,400.00	-	-	
46	L-125	L-861T, TAXIWAY EDGE LIGHT (BLUE/RED)	7	7	EA	1,100.00	7,700.00	-	-	
47	ITEM	PARKING WHEEL STOP	24	24	EA	200.00	4,800.00	-	-	
48	NCDOT 520	AGGREGATE BASE COURSE (6")	500	1,800	CY	86.00	154,800.00	-	-	
49	NCDOT 500	PRIME COAT	900	0	GAL	6.40	-	-	-	
50	NCDOT 505	TACK COAT	300	300	GAL	1.00	300.00	-	-	
51	NCDOT 610	ASPHALT T CONCRETE PAVEMENT, STATE MIX S 9.5B (3")	500	500	TON	135.00	67,500.00	-	-	

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52	NCDOT 848	5' CONCRETE SIDEWALK (4" DEPTH)	220	320	SY	65.00	20,800.00	-	-
53	NCDOT 0891	INSTALLATION OF UG ELECTRICAL UTILITIES TO HANGAR BUILDING	1	1	LS	10,000.00	10,000.00	-	-
54	NCDOT 1205	PAVEMENT MARKING	260	260	SF	4.00	1,040.00	-	-
55	NCDOT 1205	PAVEMENT MARKING - HANDCAP MARKING	2	2	EA	100.00	200.00	-	-
56	NCDOT 1510	INSTALLATION OF WATER SERVICE LINE TO HANGAR BUILDINGS	1	1	LS	16,800.00	16,800.00	-	-
57	NCDOT 1510	INSTALLATION OF 8" WATER FIRE LINE TO HYDRANT	1	1	LS	31,000.00	31,000.00	-	-
58	NCDOT 1520	INSTALLATION OF SANITARY SEWER FORCE MAIN	1	1	LS	15,000.00	15,000.00	-	-
59	NCDOT 1520	INSTALLATION OF SANITARY SEWER LINE TO HANGAR BUILDINGS	1	1	LS	7,000.00	7,000.00	-	-
60	NCDOT 1520	INSTALLATION OF GRINDER PUMP WITH ALARM PANEL	1	1	LS	24,000.00	24,000.00	-	-
61	NCDOT 1520	INSTALLATION OF OILWATER SEPARATOR	1	1	EA	14,000.00	14,000.00	-	-
62	ITEM	LARGE HANGAR BUILDING, COMPLETE INCLUDING CONCRETE FOUNDATION AND DOOR SYSTEM	1	1	LS	1,296,300.00	1,296,300.00	-	-
63	ITEM	OFFICE AND HANGAR BUILDING COMPLETE INCLUDING CONCRETE FOUNDATION AND DOOR SYSTEM	1	1	LS	1,681,800.00	1,681,800.00	-	-
CO1-1	ITEM	DEMOLITION	1	1	LS	9,000.00	8,000.00	-	-
CO1-2	ITEM	REMOBILIZATION	1	1	LS	8,000.00	8,000.00	-	-
CO1-3	ITEM	SEDIMENTATION POND MAINTENANCE	1	1	LS	5,000.00	5,000.00	-	-
CO1-4	ITEM	SEDIMENTATION AND EPOSITION CONTROL MEASURES MAINTENANCE	1	1	LS	4,000.00	4,000.00	-	-
CO1-5	ITEM	SITE ASSESSMENT AND REGRADING	1	1	LS	9,000.00	9,000.00	-	-
CO1-8	ITEM	PROJECT MANAGEMENT/COORDINATION/MISC	1	1	LS	3,000.00	3,000.00	-	-
CO2-1	ITEM	ADD FULL BATHROOM	-	1	LS	5,400.00	5,400.00	-	-
CO2-2	ITEM	ADD STORAGE ABOVE OFFICES	-	1	LS	24,000.00	24,000.00	-	-
CO2-3	ITEM	ADD STONE UNDER FOOTINGS/SLAB FOR DEWATERING (HANGAR 1)	-	430	CY	42.00	18,060.00	-	-
CO2-4	ITEM	ADD UNDERDRAINS AROUND BUILDING/PARKING LOT AND ENTRANCE	-	1 125	LF	38.00	42,750.00	-	-
CO2-5	ITEM	UNDERCUT UNSUITABLE MATERIAL (FOOTINGS/HANGAR 1)	-	140	CY	40.00	5,600.00	-	-
CO2-6	ITEM	UNDERCUT UNSUITABLE MATERIAL (ENTRANCE/PARKING LOT)	-	800	CY	19.25	11,550.00	-	-
CO2-7	ITEM	REPLACE CAST IRON WITH SCHEDULE 40 PIPE	-	1	LS	(7,500.00)	(7,500.00)	-	-
CO2-8	ITEM	REPLACE COPPER PIPE WITH UPONOR PIPE	-	1	LS	(6,000.00)	(6,000.00)	-	-
CO2-9	ITEM	REPLACE METAL TRENCH DRAIN WITH PVC BODY TRENCH DRAIN	-	1	LS	(4,000.00)	(4,000.00)	-	-
CO2-10	ITEM	REPLACE POE LIGHTING SYSTEM WITH LED CONVENTIONAL SYSTEM	-	1	LS	(16,000.00)	(16,000.00)	-	-
CO2-11	ITEM	GENERAC GENERATOR TO MATCH MANUFACTURER OF EXISTING ONSITE GENERATOR	-	1	LS	(5,500.00)	(5,500.00)	-	-
CO2-12	ITEM	REMOVE GROUNDING OUTLETS IN SLAB	-	1	LS	(4,500.00)	(4,500.00)	-	-
CO2-13	ITEM	BATHROOM FOR HANGAR 2	-	1	LS	5,100.00	5,100.00	-	-
CO2-14	ITEM	REPLACE SLAB REPAIR WITH FIBER REINFORCING	-	1	LS	(11,000.00)	(11,000.00)	-	-
TOTAL							\$4,643,205.60	\$0.00	\$0.00

ORIGINAL CONTRACT AMOUNT \$4,981,812.60

CHANGE ORDER 1 \$42,000.00

CHANGE ORDER 2 \$5,580.00

CHANGE ORDER 3 (\$12,700.00)

CHANGE ORDER 4 (\$395.00)

CHANGE ORDER 5 253,600.00

CURRENT CONTRACT AMOUNT (CO1-5) \$5,269,897.60

CONTRACTOR
RIVER LANDING BUILDERS, LLC
PO BOX 1139
WALLACE, NORTH CAROLINA 28466

OWNER
DUPLIN COUNTY
260 AIRPORT ROAD
KENANSVILLE, NORTH CAROLINA 28348

PREPARED BY
AVCON, INC
MARTY WYNN, P.E
AVCON PROJECT NO. - 2020 0289 01
NCDA PROJECT NO. - 35344 20 14 1

DUPLIN COUNTY AIRPORT (DPL)
INDUSTRIAL AIRPARK CONSTRUCTION-HANGAR COMPLEX
CHANGE ORDER 4
October 19, 2021

BASE BID - HANGAR COMPLEX			CURRENTLY UNDER CONTRACT					CHANGE ORDER	
ITEM NO	SPEC NO.	DESCRIPTION	CONTRACT T	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL UNDER CONTRACT	INCREASED TOTAL	DECREASED TOTAL
1	S-102	SAFETY AND SECURITY	1	1	LS	15,000.00	15,000.00	-	-
2	S-102	AVIATION BARRICADES	16	16	EA	250.00	4,000.00	-	-
3	S-104	PROJECT SURVEY AND STAKEOUT	1	1	LS	40,000.00	40,000.00	-	-
4	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	1	LS	15,000.00	15,000.00	-	-
5	C-102	MAINTENANCE OF EXISTING CONSTRUCTION ENTRANCE	1	1	LS	3,300.00	3,300.00	-	-
6	C-102	TEMPORARY SEEDING	4	4	AC	3,900.00	12,000.00	-	-
7	C-102	TEMPORARY SILT FENCE	300	300	LF	4.50	1,350.00	-	-
8	C-102	BLOCK AND GRAVEL INLET PROTECTION	16	16	EA	250.00	4,000.00	-	-
9	C-102	EXCELSIOR MATTING	8,000	8,000	SY	2.00	16,000.00	-	-
10	C-102	RP RAP CLASS 8	50	50	CY	65.00	9,250.00	-	-
11	C-102	SEDIMENT DETENTION BASIN INSTALLATION	1	1	LS	29,000.00	29,000.00	-	-
12	C-105	MOBILIZATION	1	1	LS	544,700.00	544,700.00	-	-
13	P-152	UNCLASSIFIED EXCAVATION	13,500	13,500	CY	12.85	173,475.00	-	-
14	P-209	CRUSHED AGGREGATE BASE COURSE	1,300	0	CY	95.00	-	-	-
15	P-401	BITUMINOUS ASPHALT PAVEMENT	1,800	200	TON	150.00	30,000.00	-	-
16	P-602	EMULSIFIED ASPHALT PRIME COAT	2,200	0	GAL	6.40	-	-	-
17	P-603	EMULSIFIED ASPHALT TACK COAT	800	800	GAL	1.00	800.00	-	-
18	P-608	ASPHALT SURFACE TREATMENT	3,700	3,700	SY	5.00	22,200.00	-	-
19	P-610	1 CONCRETE MOW STRIP AROUND HANGARS (5.5' DEPTH)	460	460	LF	20.00	9,200.00	-	-
20	P-620	TEMPORARY AIRFIELD MARKING - YELLOW w/60 REFLECTIVE MEDIA	300	300	SF	5.00	1,500.00	-	-
21	P-620	PERMANENT AIRFIELD MARKING - YELLOW w/60 REFLECTIVE MEDIA	410	410	SF	5.00	2,050.00	-	-
22	P-620	PERMANENT AIRFIELD MARKING - BLACK w/60 REFLECTIVE MEDIA	110	110	SF	5.00	550.00	-	-
23	D-701	15" REINFORCED CONCRETE PIPE CLASS III	262	262	LF	50.00	13,100.00	-	-
24	D-701	18" REINFORCED CONCRETE PIPE CLASS III	139	139	LF	83.00	11,537.00	-	-
25	D-701	24" REINFORCED CONCRETE PIPE CLASS III	132	132	LF	65.00	8,580.00	-	-
26	D-701	30" REINFORCED CONCRETE PIPE CLASS III	45	45	LF	120.00	5,400.00	-	-
27	D-701	18" REINFORCED CONCRETE PIPE CLASS IV	385	385	LF	60.00	23,100.00	-	-
28	D-701	24" REINFORCED CONCRETE PIPE CLASS IV	215	215	LF	84.00	18,060.00	-	-
29	D-701	30" REINFORCED CONCRETE PIPE CLASS IV	251	251	LF	110.00	27,610.00	-	-
30	D-705	4" PVC UNDERDRAIN	180	180	LF	25.00	4,500.00	-	-
31	D-751	DROP INLET	15	15	EA	5,000.00	75,000.00	-	-
32	D-751	REPAIR EXISTING DROP INLET STRUCTURE	1	1	EA	5,000.00	5,000.00	-	-
33	D-752	24" FLARED END SECTION	1	1	EA	1,400.00	1,400.00	-	-
34	D-752	30" FLARED END SECTION	1	1	EA	1,500.00	1,500.00	-	-
35	F-182	8 CHAIN-LINK FENCE	410	410	LF	29.76	12,201.60	-	-
36	F-182	20' SLIDING GATE	1	1	EA	4,800.00	4,800.00	-	-
37	F-182	ACCESS CONTROL SYSTEM	1	1	LS	19,800.00	19,800.00	-	-
38	M-102	AIRCRAFT TIE DOWN	15	15	EA	500.00	7,500.00	-	-
39	T-801	SEEDING	4	4	AC	2,000.00	8,000.00	-	-
40	T-808	MULCHING	4	4	AC	1,700.00	6,800.00	-	-
41	L-108	#8 3KV TYPE C CABLE	280	280	LF	1.25	350.00	-	-
42	L-108	#6 BARE COPPER CABLE CONTERPOISE	280	280	LF	0.65	182.00	-	-
43	L-108	CABLE TRENCHING	220	220	LF	7.00	1,540.00	-	-
44	L-110	2 WAY 2" SCH 40 PVC CONCRETE ENCASED	70	70	LF	31.00	2,170.00	-	-
45	L-110	2" SCH 40 PVC CONDUIT DIRECT BURIED	220	220	LF	20.00	4,400.00	-	-
46	L-123	L 861T TAXIWAY EDGE LIGHT (BLUE/LED)	7	7	EA	1,100.00	7,700.00	-	-
47	ITEM	PARKING WHEEL STOP	24	24	EA	200.00	4,800.00	-	-
48	NCDOT 520	AGGREGATE BASE COURSE (6")	500	1,800	CY	86.00	154,800.00	-	-
49	NCDOT 500	PRIME COAT	900	0	GAL	8.40	-	-	-
50	NCDOT 685	TACK COAT	300	300	GAL	1.00	300.00	-	-
51	NCDOT 610	ASPHALT CONCRETE PAVEMENT STATE MIX S 9.5B (3")	500	500	TON	135.00	67,500.00	-	-

000116

Work Authorization for Professional Services from Parrish and Partners
Duplin County Airport (DPL)
AWOS Wind Sensor Obstruction Removal
December 1, 2021

1418	Four (4)
(Parrish & Partners Project Number)	(Work Authorization Number)

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated May 18, 2020

PROJECT SUMMARY

This project consists of the preparation of the NEPA documentation for tree removal needed to mitigate existing obstructions to the AWOS wind sensor located at the Duplin County Airport.

The AWOS at DPL is not currently permitted to transmit wind direction and wind speed due to the potential for unreliable data due to obstructions. This project will clear obstructions only within the Duplin County Airport property line within the 500' and 1000' radii of the AWOS wind sensor. See Attachment 1 for a project sketch.

This project represents Phase 1 of 2. Phase 2 will complete clearing to the 500' and 1000' radii. Funding for Phase 1 is from DPL's 2020 Non-Primary Entitlement and there will be no local match. Funding for Phase 2 is yet to be determined and this scope only covers work required for Phase 1.

DPL is currently going through the Master Planning process, including an updated ALP which is anticipated to be approved in early 2022. The land use plan shows future use for an AWOS wind sensor clearance to both 500' and 1000'. The scope of this project has been coordinated in detail with the project sponsor after review of options that included coordination with FAA and NCDOA. NCDOA has advised that a CATEX document is appropriate for obstruction clearing within the property limits of the airport

CONSULTANT'S SCOPE OF WORK OVERVIEW

The scope of work for this Work Authorization includes the following tasks:

- 1. Environmental Surveys (as specified in Attachment 3 by subconsultant)
- 2. Prepare CATEX for NCDOA Review and Approval

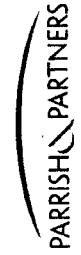
The contract contains tasks that are based on a lump sum payment method.

CONTRACTOR
RIVER LANDING BUILDERS, LLC
PO BOX 1139
WALLACE, NORTH CAROLINA 28466

OWNER
DUPLIN COUNTY
260 AIRPORT ROAD
KENANSVILLE, NORTH CAROLINA 28949

PREPARED BY
AVCON, INC.
MARTY WYNN, P.E.
AVCON PROJECT NO. 2020-0288-01
NCDOA PROJECT NO. 38344-20-14.1

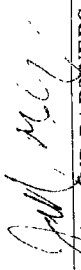
ADDITIVE ALTERNATE - HANGAR COMPLEX				CURRENTLY UNDER CONTRACT				CHANGE ORDER	
ITEM NO.	SPEC NO.	DESCRIPTION	CONTRACT QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL UNDER CONTRACT	INCREASED TOTAL	DECREASED TOTAL
1	S-102	SAFETY AND SECURITY	1	1	LS	2,000.00	2,000.00	-	-
2	S-104	PROJECT SURVEY AND STAKEOUT	1	1	LS	2,900.00	2,900.00	-	-
3	C-105	MOBILIZATION	1	1	LS	5,000.00	5,000.00	-	-
4	P-152	UNCLASSIFIED EXCAVATION	500	2,200	CY	12.85	28,270.00	-	-
5	P-209	CRUSHED AGGREGATE BASE COURSE	400	0	CY	100.00	-	-	-
6	P-401	BITUMINOUS ASPHALT PAVEMENT	500	0	TON	150.00	-	-	-
7	P-802	EMULSIFIED ASPHALT PRIME COAT	600	0	GAL	6.40	-	-	-
8	P-803	EMULSIFIED ASPHALT TACK COAT	200	200	GAL	1.00	200.00	-	-
9	P-808	ASPHALT SURFACE TREATMENT	1,800	1,800	SY	5.00	10,800.00	-	-
10	P-820	TEMPORARY AIRFIELD MARKING - YELLOW w/ REFLECTIVE MEDIA	150	150	SF	12.00	1,800.00	-	-
11	P-820	PERMANENT AIRFIELD MARKING - YELLOW w/ REFLECTIVE MEDIA	150	150	SF	12.00	1,800.00	-	-
12	P-820	PERMANENT AIRFIELD MARKING - BLACK w/ REFLECTIVE MEDIA	110	110	SF	12.00	1,320.00	-	-
13	L-108	#8 S/V TYPE C CABLE	280	280	LF	1.25	350.00	-	-
14	L-108	#6 BARE COPPER CABLE CENTERPOISE	280	280	LF	0.65	182.00	-	-
15	L-108	CABLE TRENCHING	220	220	LF	7.00	1,540.00	-	-
16	L-110	2" WAY 2" SCH 40 PVC CONCRETE ENCASED	70	70	LF	31.00	2,170.00	-	-
17	L-110	2" SCH 40 PVC CONDUIT DIRECT BURIED	220	220	LF	20.00	4,400.00	-	-
18	L-125	L-861T TAXIWAY EDGE LIGHT (BLUE/LED)	7	7	EA	1,100.00	7,700.00	-	-
CO2-14	NCDOA 520	AGGREGATE BASE COURSE	-	400	CY	86.00	-	34,400.00	-
CO3-1	ITEM	MOBILIZATION SURVEYING	-	1	LS	3,000.00	-	-	-
CO3-2	ITEM	PIPE COLLARS 24" & 30"	-	2	EA	2,500.00	-	5,000.00	-
CO3-3	ITEM	24" RCP CLASS III	-	29	LF	100.00	-	2,900.00	-
CO3-4	ITEM	30" RCP CLASS III	-	146	LF	125.00	-	18,250.00	-
CO3-5	ITEM	REMOVE DRAINAGE STRUCTURES 24" FES & 30" FES	-	2	EA	4,025.00	-	8,050.00	-
CO3-6	ITEM	CLASS B RIP RAP BAFFLES BASIN STRUCTURE	-	1	LS	8,500.00	-	8,500.00	-
CO3-7	ITEM	#57 STONE	-	200	TON	38.00	-	7,600.00	-
CO3-8	ITEM	DRESS UP & REGRADE SLOPES	-	2	EA	4,500.00	-	9,000.00	-
CO4-1	ITEM	WOVEN FABRIC	-	4,500	SY	4.00	-	18,000.00	-
CO4-2	S-104	PROJECT SURVEY AND STAKEOUT - ADDITIONAL	-	1	LS	9,200.00	-	9,200.00	-
CO4-3	P-209	CRUSHED AGGREGATE BASE COURSE	-	1,500	CY	95.10	-	142,650.00	-
CO4-4	ITEM	GEOTGRID (IF REQUIRED)	-	4,500	SY	6.00	-	27,000.00	-
CO5-1	ITEM	MOBILIZATION (OFFROAD TRUCK AND EXCAVATOR)	-	1	LS	3,250.00	-	3,250.00	-
CO5-2	ITEM	UNDERCUT AND PLACE CABC (1')	-	1,000	CY	30.40	-	30,400.00	-
CO5-3	ITEM	UNDERCUT UNSUITABLE SUBGRADE (2')	-	2,000	CY	12.85	-	25,700.00	-
CO5-4	ITEM	WOVEN FABRIC	-	3,000	SY	5.25	-	15,750.00	-
CO5-5	ITEM	UNDERDRAINS	-	300	LF	38.00	-	11,400.00	-
CO5-6	ITEM	SELECT SAND (2.5')	-	2,500	CY	59.16	-	147,900.00	-
CO5-7	ITEM	8 CHAINLINKED FENCE	-	320	LF	60.00	-	19,200.00	-
TOTAL							\$626,882.00	\$	253,800.00



Basis of Compensation:

The **OWNER** agrees to compensate the **CONSULTANT** for preparation of NEPA documentation and approval by NCDOT for the lump sum fee of Eight Thousand Eight Hundred Seventy-Six (\$8,876) dollars and zero cents.

Agreed as to scope of services, time schedule, and budget:


For **DUPLIN COUNTY**

For **PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC**
Date: 12.6.2021 Date: December 1, 2021

ATTACHMENT 1: Sketch of project area

ATTACHMENT 2: Professional Services Fee Summary

ATTACHMENT 3: Subconsultant Services Scope and Fee

This scope does not include (will be provided by others):

- 1 Topographic Survey
- 2 Geotechnical Investigation
- 3 Obtaining new avigation easements
- 4 Public Notice or Public Involvement
- 5 FAA Construction Safety and Phasing Plans or 7469-1
- 6 USACE Permitting for impacts to ditches or wetlands
- 7 NCDEQ Permitting for Water Quality
- 8 Publishing expenses associated with advertising the project for bids
- 9 Phase 1 Environmental Assessment
- 10 Permit fees associated with obtaining permits
- 11 Design plans beyond preliminary
- 12 Structural Design
- 13 Bidding or Construction phase services

IV. WORK TASKS

BASIC SERVICES: The **CONSULTANT** shall perform the following Basic Services for the project as outlined in Exhibit A of in the above referenced Master Agreement dated May 18, 2020 and further described below.

TASK 1 - ENVIRONMENTAL SITE REVIEW: Please see Attachment 3 for subconsultant, ECS Southeast, LLP scope and fee estimate. Subconsultant is prequalified with NCDOT for 00280 - WETLAND AND STREAM DELINEATION

TASK 2 - NEPA DOCUMENTATION: The **CONSULTANT** shall:
Comply with NEPA requirement by preparing a Documented Categorical Exclusion (CATEX) in accordance with the National Environmental Policy Act and FAA ARP SOP 5.1 CATEX Determinations, as determined by FAA Environmental Orders 1050.1F, 5050.4B, and the Desk Reference for Airports Actions. This task will include a site visit, evaluation of potential impacts, coordination with appropriate environmental agencies where necessary, and submittal to the NCDOA for review and approval. See Attachment 1 for detailed fee estimate for Task 2

NEPA document completion includes limited preliminary design. Approximately 25% design will be produced for use in quantifying environmental impacts. Plan sheets will not be produced, however a location CADD file will be provided that identifies trees for removal within the Airport Boundary, indicating where clearing and grubbing is not permitted and hand cutting of trees is required due to environmentally sensitive areas. This file and all other relevant project data will be transferred to others to complete design, bidding, and construction.

Load Rate	193%	\$3 777 36	(1)
Subtotal	11%	\$5 733 83	(2)
Initial	0 14%	\$630 72	(3)
TOTAL (1) + (2) + (3)		\$6 372 57	

Total:	\$8,876.57
Lump Sum Amount	\$8,876.00

CATEX

000119



Setting the Standard for Service

Geothermal • Construction Materials • Environmental • Facilities

Ms. Jennifer Martin, PE
Senior Project Manager
Parrish and Partners, LLC
8226 Creedmoor Road
Suite 101
Raleigh, North Carolina 27615

November 19, 2021

ECS Proposal No 49:28035

Reference Proposal for Environmental Services, Duplin County Airport, 260 Airport Road, Kenansville, Duplin County, North Carolina

Dear Ms Martin:

ECS Southeast, LLP (ECS) is pleased to provide you with this proposal for performing Environmental Services, including a wetland delineation and Limited NEPA for the Duplin County Airport. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 260 Airport Road in Kenansville, Duplin County, North Carolina. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us

ECS Southeast, LLP

Jonathan Bush

W. Brinck Feltus

Jonathan Grubb
Staff Project Manager
jgrubb@ecslimited.com
919-414-0214

Brandon Fulton, LSS, PSC, PWS
Environmental Principal
bfulton@ecslimited.com
704-525-5152

Proposal for Environmental Services

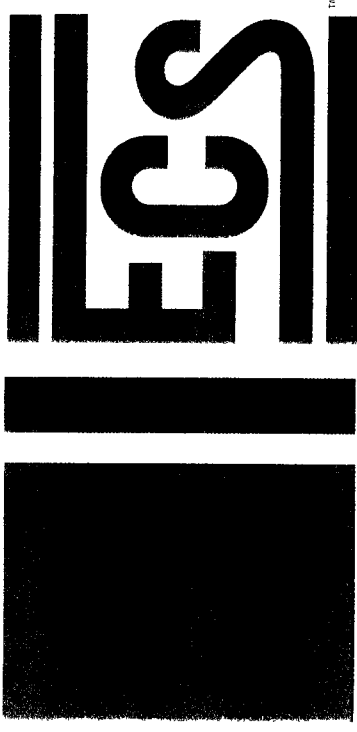
Duplin County Airport

260 Airport Road
Kenansville, Duplin County, North Carolina
ECS PROPOSAL NO. 49-28035

FOR

Parrish and Partners, LLC

November 19, 2021



Task #2—Limited NEPA Database Review/Preliminary Threatened and Endangered Species and Cultural Resources Database Review

To determine potential impacts to Federally Endangered or Threatened species, historic/architectural resources, and archaeological resources, an ECS scientist will review the following databases:

- United States Fish and Wildlife Services (USFWS) and North Carolina National Heritage Program (NHP); Federally Endangered or Threatened Species Databases for previously documented occurrences of plant and animal species (i.e., endangered, threatened, and/or special concern) either on the site or in the vicinity of the site;
- North Carolina State Historic Preservation Office's (SHPO) Database for previously documented occurrences of protected historic and/or architectural resources either on the site or in the vicinity of the site; NCDWR and;
- North Carolina State Archaeological Office's (SAO) Database for previously documented occurrences of archaeological resources either on the site or in the vicinity of the site;

We will contact representatives of the USFWS, the NHP, and the SHPO to request written information concerning the potential for threatened and endangered species and historic/archaeological resources to be present on the site.

We will prepare a letter report that summarizes the findings of the reviewed databases. If the review identifies the potential for threatened or endangered species or important historic/archaeological resources on or near the site, we will recommend measures for impact avoidance, minimization, and mitigation. Our report will also include copies of the response letters issued by the USFWS, the NHP, and the SHPO. Detailed studies, if warranted, are not included in this scope of services.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS will contact Parrish and Partners, LLC to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the described scope of services for the following lump sum fees:



PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

The site is located at 260 Airport Road in Kenansville, Duplin County, North Carolina. According to the Duplin County GIS Database website, the Parcel Identification Number (PIN) is 340500345015 (30 acre portion). The site consists of Duplin County Airport, fields, and wooded land. Surrounding areas consists of commercial properties, single-family residences, wooded land, and agricultural fields.

Scope of Services

Based on our understanding of the subject property and plans for future activities, ECS has prepared the following Scope of Services:

Task #1 – Wetland/Stream Delineation Services

The services rendered under this task will consist of the field delineation of potentially jurisdictional waters/wetland boundaries on the site. Wetlands will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and the appropriate Regional Supplement. This technique uses a multi-parameter approach which requires positive evidence of the following three criteria:

- Hydrophytic vegetation
- Wetland hydrology
- Hydric soils

Areas within the site boundaries exhibiting these characteristics will be considered as potentially jurisdictional wetlands. Wetlands and streams and will be marked in the field with numbered plastic surveyor's flagging by ECS personnel for subsequent U.S. Army Corps of Engineers (USACE) verification. ECS will record the approximate wetland and stream locations on a topographic map of the site.

ECS will prepare a report that contains our findings, conclusions and permitting requirements for the site. A site plan will be included in the report showing the approximate locations of waters of the U.S., including wetlands, streams, or ponds.

In addition to our map and report deliverable, ECS will approximate flag locations by using a Trimble Global Positioning System (GPS). ECS uses a Trimble GPS unit that is capable of providing sub-meter accuracy. A digital AutoCad (.dwg/.dxf) file can be generated and provided to the client that is geo-referenced, therefore allowing this data to be overlaid onto the proposed site plan. ECS does not provide land surveying services, and a wetland survey of delineated features is always recommended upon subsequent verification by the regulatory agencies. GPS data will provide a more accurate depiction of our findings, but should be used for planning purposes only.



- Prices presented herein are valid for 120 days from the date of this proposal.
- Upon client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the ECS Fee Schedule in place at the time the service is performed
- Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation. If vegetation is encountered on the site that renders an area or areas too thick to evaluate, ECS reserves the right to re-negotiate our fee for delineation (flagging) of the site.
- Wetlands services include one site visit for regulatory field verification activities with the USACE and applicable State regulators.
- Wetland services do not include the wetland boundary surveying services by a PLSS.
- ECS invoices on a monthly cycle

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.



Scope of Services
Duplin County Airport - ECS Proposal No.49:28035

Task 1 - Wetlands Delineation	2,500.00
~~Task 2 - Limited NEPA~~	~~1,800.00~~
Total Lump Sum Fees	4,300.00

*Our fee assumes that all necessary exhibits, site/property contact information, etc. will be provided to us by you or your agents.

**Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation. If vegetation is encountered on the site that renders an area or areas too thick to evaluate, ECS reserves the right to re-negotiate our fee for delineation (flagging) of the site.

Meetings/Project Coordination

Meetings and/or additional project coordination requested by Parrish and Partners, LLC beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

The field activities will require approximately one day to complete. The Wetland Delineation report will be completed within two weeks of conducting the initial site visit. The Limited NEPA Database report will be provided within one week of receiving written concurrence from the USFWS, the NHP, and the SHPO. Typically, the Limited NEPA Database report will be provided within six weeks of authorization.

Please note, ECS cannot begin field activities until we have received written authorization to proceed. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline

If areas of the property cannot be observed due to inaccessibility or unsafe/unexpected conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:



This scope does not include (will be provided by others):

- 1. Topographic Survey
- 2. Geotechnical Investigation
- 3. Obtaining new avigation easements
- 4. Public Notice or Public Involvement
- 5. FAA Construction Safety and Phasing Plans or 7469-1
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- 1. Environmental Surveys (as specified in Attachment 3 by subconsultant)
- 2. Prepare CATEX for NCDOA Review and Approval

The contract contains tasks that are based on a lump sum payment method.

Basis of Compensation:

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Agreed as to scope of services, ~~time-schedule~~, and budget.

Agreed as to scope of services, time & cost

For **DUPLIN COUNTY**

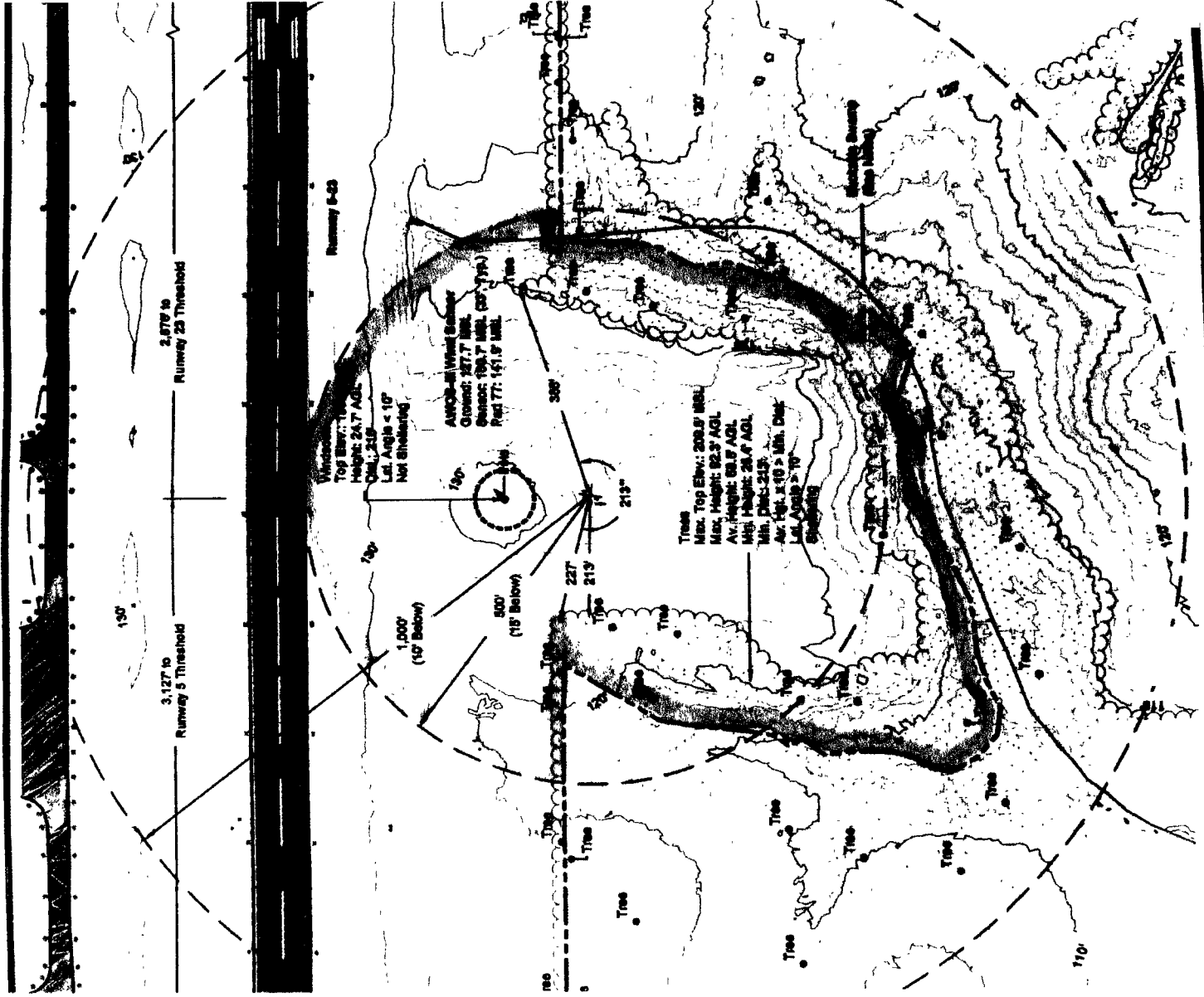
For **PARRASH AND PARTNERS OF
NORTH CAROLINA, PLLC**

Date: 7.6.2021

ATTACHMENT 1. Sketch of project area

ATTACHMENT 2: Professional Services Fee Summary

ATTACHMENT 3: Subconsultant Services Scope and Fee



Project Description

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November 19, 2021

Ms. Jennifer Martin, PE
Senior Project Manager
Parrish and Partners, LLC
8226 Creedmoor Road
Suite 101
Raleigh, North Carolina 27613

ECS Proposal No. 49-28035

Reference: Proposal for Environmental Services, Duplin County Airport, 260 Airport Road, Kenansville, Duplin County, North Carolina

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ECS Southeast, LLP



Jonathan Grubb
Staff Project Manager
jgrubb@ecslimited.com
919-414-0214



Brandon Fulton, LSS, PSC, PWS
Environmental Principal
bfulton@ecslimited.com
704-525-5152

Scope of Services
Duplin County Airport - ECS Proposal No.49:28035

	Fees
Task 1 - Wetlands Delineation	2,500.00
Task 2 - Limited NEPA	4,800.00
Total Lump Sum Fees	4,300.00

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Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:



Task #2 - Limited NEPA Database Review/Preliminary Threatened and Endangered Species and Cultural Resources Database Review

To determine potential impacts to Federally Endangered or Threatened species, historic/architectural resources, and archaeological resources, an ECS scientist will review the following databases:

- United States Fish and Wildlife Services (USFWS) and North Carolina National Heritage Program (NHP);
- Federally Endangered or Threatened Species Databases for previously documented occurrences of plant and animal species (i.e., endangered, threatened, and/or special concern) either on the site or in the vicinity of the site;
- North Carolina State Historic Preservation Office's (SHPO) Database for previously documented occurrences of protected historic and/or architectural resources either on the site or in the vicinity of the site; NCDWR and;
- North Carolina State Archaeological Office's (SAO) Database for previously documented occurrences of archaeological resources either on the site or in the vicinity of the site.

We will contact representatives of the USFWS, the NHP, and the SHPO to request written information concerning the potential for threatened and endangered species and historic/archaeological resources to be present on the site.

We will prepare a letter report that summarizes the findings of the reviewed databases. If the review identifies the potential for threatened or endangered species or important historic/archaeological resources on or near the site, we will recommend measures for impact avoidance, minimization, and mitigation. Our report will also include copies of the response letters issued by the USFWS, the NHP, and the SHPO. Detailed studies, if warranted, are not included in this scope of services.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS will contact Parrish and Partners, LLC to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the described scope of services for the following lump sum fees:



TASK ORDER 2021-1
(Grant # - 36244.20.15.1)

PHASE 1
AIRFIELD DRAINAGE SYSTEM ASSESSMENT
FOR
AIRFIELD DRAINAGE SYSTEM IMPROVEMENTS PROJECT
AT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NC

Describing a specific agreement between the Duplin County (OWNER) and AVCON, INC. (CONSULTANT), in accordance with the terms of the Standard Master Agreement for Continuing Professional Services dated June 2019.

IDENTIFICATION OF PROJECT:

The Airfield Drainage Assessment (Design) Project (PROJECT) (36244.20.15.1) at the Duplin County Airport, Kenansville, North Carolina (Airport) will review and assess the existing drainage system around the infield area of the airfield. Duplin County Airport staff discovered dropouts and erosion around existing drainage structures as well as areas in between structures (mid pipe run). These have developed and worsened over the last few years. This assessment will document findings, establish recommendations for repair and/or remediation, and prioritize the recommendations (including estimates) in order to facilitate repair of the system.

This project is being developed into three phases:

- Phase 1 Airfield Drainage System Assessment, which includes the investigation and assessment of the existing drainage system failures and proposes alternatives for repair.
- Phase 2 Design of the preferred alternative from Phase 1.
- Phase 3 Construction and Construction Phase Services

Task Order 2021-1 only covers Phase 1.

SPECIFIC SCOPE OF SERVICES:

The scope of this project includes onsite investigative services (support survey as needed), review of CCTV video of the system, recommendations for repair and/or remediation recommendations and estimates for approximately 18 areas along the infield are of the airfield.

The CONSULTANT will engage a surveyor to conduct specific field survey of the drainage system and failures. The field survey will provide information for use in design of the repairs of the problem areas on the airport. The CONSULTANT will also engage a drainage camera service to video the drainage system to help identify any existing issues.

- Prices presented herein are valid for 120 days from the date of this proposal.
- Upon client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the ECS Fee Schedule in place at the time the service is performed.
- Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation. If vegetation is encountered on the site that renders an area or areas too thick to evaluate, ECS reserves the right to re-negotiate our fee for delineation (flagging) of the site.
- Wetlands services include one site visit for regulatory field verification activities with the USACE and applicable State regulators.
- Wetland services do not include the wetland boundary surveying services by a PLSs.
- ECS invoices on a monthly cycle

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service

- B CONSULTANT's services under the Drainage Assessment Phase Services will be considered complete on the date when the Airfield Drainage Assessment Report have been submitted and approved.

Grant Administration Services

The CONSULTANT will assist and support the OWNER in the preparation of grant related applications, progress reports, requests for interim payments and other related documents, submissions, and grant processes required for the OWNER's compliance with project grants.

SCHEDULE

The Airfield Drainage Assessment Project is expected to take 90 days from execution of this task order to complete and prepare the Airfield Drainage Assessment Report for the PROJECT (Phase 1). Additional project schedules are to be developed along with each alterative developed and will be provided in more detail as Phase 2 and 3 are developed

DELIVERABLES

- A Two (2) Airfield Drainage Assessment Reports will be submitted to the OWNER and One (1) NCDOA at the 90% complete level for OWNER's review.
- B Two (2) final Airfield Drainage Assessment Reports will be given to the OWNER and One (1) NCDOA (along with PDF files of same and AutoCAD files for 100% only).
- C Digital copies of the original survey and pipe video will be provided to DPL.

ASSUMPTIONS

- A. The PROJECT will generally include the investigation of drainage failures in the existing drainage system in the infield area of the airfield, repair options, and estimates.
- B. A CATEX nor EA will not be required for this project for Phase 1. The required level of NEPA will be determined after the completion of the Airfield Drainage Assessment Report.
- C. Geotech is not anticipated to be needed
- D. Bidding and Construction phase services for the PROJECT are not included in Phase 1 and will be negotiated and added with a future work scopes.
- E. Submittals of the report will be made at the 90% level for review and comments by the OWNER, NCDDoA. It is the intent for the 90% submittal that the preferred alternative is defined and implemented into the Final/100% Airfield Drainage Assessment Report. Comments will be incorporated into the final report The CONSULTANT will

Other elements of the project will include coordinating, attending, and participating in one project review meeting with the OWNER, funding agencies, schedule, concerns and constraints for the work around the airfield, and implementation logistics, and grant administration.

Pre-Design Services

- A. After acceptance by the OWNER of this Task Order (TO #2021-1), and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the project desired by the OWNER, NCDDoA (and/or FAA) and upon written authorization from the OWNER, CONSULTANT shall proceed with the Pre-Design Services.
- B. CONSULTANT, under the Pre-Design Services, shall.
- 1 Provide project development, formulation, and scoping to the OWNER and NCDDoA
2. Coordination of field survey and drainage camera services
- 3 Review survey and video to determine extent of issues
- 4 Conduct a kickoff meeting with the OWNER and conduct an initial site visit for field review
- C. CONSULTANT's services under the Pre-Design Services will be considered complete after kickoff meeting with OWNER, and field survey and camera services are completed

Drainage Assessment Phase Services

- A. CONSULTANT, under the Drainage Assessment Phase, shall.
- 1 Site visit to review and document existing and special conditions.
2. Determine the probable cause for each failure area.
- 3 Make recommendations for repairs and/or remediations for each area.
4. Prepare an opinion of probably construction costs for each area per repair and/or remediation
- 5 Prepare a written Airfield Drainage Assessment Report containing alternatives, estimates, schedules, and recommendations of alternatives for design as part of Phase 2.
- 6 CONSULTANT will work with OWNER to determine the appropriate repairs and/or remediations for each area based on the needs of the OWNER and users of the airport.

effective date of this agreement or are due to any other causes beyond CONSULTANT's control.

- 7. Preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). The required level of NEPA will be determined after the completion of the Airfield Drainage Assessment Report.
- 8. Providing artistic renderings or models for OWNER's use
- 9. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the PROJECT; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER
- 10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value consulting, and constructability review requested by OWNER, and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes, except as required by FAA/NCDoA
- 11. Preparing additional bidding documents or contract documents for alternate bids or prices requested by OWNER for the work, not already defined as included in the project.
- 12. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
- 13. Preparation of operation and maintenance manuals
- 14. Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT
- 15. Bidding, Construction phase, and resident project representation (RPR) services.
- 16. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

METHOD OF COMPENSATION

For the Phase 1-Airfield Drainage System Assessment at the Duplin County Airport consisting of the Scoping and Project Development, preliminary design and drainage assessment report as previously described, a total project fee of \$42,594.00 as shown and distributed below:

communicate, coordinate, and meet and/or discuss with the OWNER and NCDoA the various elements of the project throughout the drainage assessment Phase 1.

- F. The engineer's opinion of probable construction cost will be developed for each alternative provided to the OWNER and NCDoA.
- G. Meetings/Site Visits
 - 1. One kick off meeting and onsite visit will be completed.
 - 2. One assessment report review meeting will be held with the OWNER and NCDOA to discuss the recommendations for repairs and/or remediations for each area.

SERVICES NOT INCLUDED IN THIS TASK ORDER

- A. If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. Compensation for services shall be paid for by OWNER in accordance with the hourly rate schedule in affect at the time the services are requested.
 - 1. Geotechnical investigation and testing services are not included in this task order.
 - 2. Utility location services are not included in this task order
 - 3. FAA 7450, development of minority goals, and Engineer's Design Report are not included in this phase of work.
 - 4. Preparation of applications and supporting documents (in addition to those NCDoA and FAA grant applications and supporting documentation furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT
 - 5. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER beyond the scope and limits of this project.

- 6. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the

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PROGRAM BUDGET
For
PHASE 1
AIRFIELD DRAINAGE SYSTEM ASSESSMENT
AT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NORTH CAROLINA

AVCON #2021.0289.01
Grant # - 36244.20.15.1

DATE: September 24, 2021

(A101) ADMINISTRATIVE EXPENSES		FBO Apron Rehabilitation Grant #36244.20.15.1
Administrative	\$0.00	
SUBTOTAL	\$0.00	
(A102) PRELIMINARY ENGINEERING, PLANNING, TESTING, AND PERMITTING		
Task 1- Pre Design	\$6,870.00	
Task 1- Pre Design - Topographic Survey (Withers and Ravenel)	\$7,950.00	
Task 1- Pre Design - Video Pipe Inspection (Withers and Ravenel)	\$4,200.00	
SUBTOTAL	\$19,020.00	
(A104) ENGINEERING BASIC FEES		
Task 2 - Drainage Assessment Report	\$21,311.00	
Task 3 - Grant Administration	\$2,263.00	
SUBTOTAL	\$23,574.00	
GRAND TOTAL		\$42,594.00
Funding		
State Grant	\$90,000.00	
Local Match	\$10,000.00	
Remaining Funding:	\$57,406.00	

Basic Services

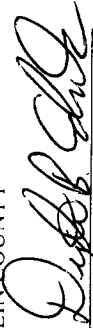
- TASK 1 – Pre-Design– a Lump Sum fee of \$6,870.00
- TASK 2 – Airfield Drainage Assessment Report – a Lump Sum fee of \$21,311.00
- TASK 3 – Grant Administration – a Lump Sum fee of \$2,263.00

Special Services

- Pre-Design Topographic Surveying Services – a Not to Exceed fee of \$7,950.00
- Pre-Design Video Pipe Inspection Services – a Not to Exceed fee of \$4,200.00

Executed this ____ day of _____, 2021.

CLIENT:
DUPLIN COUNTY



CONSULTANT:
AVCON ENGINEERS & PLANNERS, INC.
d/b/a AVCON, INC.

BY: 

ITS: Chairman Duplin County Board
of County Commissioners

ITS: Sandeep Singh, P.E., President

ATTEST: 
Davis H. Brinson, Clerk to Board

ATTEST: 

PROFESSIONAL FEE SUMMARY
FOR THE
AIRFIELD DRAINAGE SYSTEM ASSESSMENT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NORTH CAROLINA

AVCON Project No. 2021.0289.01

DATE: 9/24/2021

Fees Method NCDQA Code

TASK 1 Pre-Design

AVCON Labor Costs and Direct Expenses
Subcontractors

\$6,870.00 LS A102

Withers Ravenel-Topographic Survey
Withers Ravenel-Video Pipe Inspection

\$7,950.00 LS A102
\$4,200.00 LS A102

Pre-Design Subtotal \$19,020.00

TASK 2 Airfield Drainage Assessment Report

AVCON Labor Costs and Direct Expenses

\$21,311.00 LS A104

Preliminary Design Subtotal \$21,311.00

TASK 3 Grant Administration

AVCON Labor Costs and Direct Expenses

\$2,263.00 LS A104

Grant Administration Subtotal \$2,263.00

TOTAL: \$42,594.00

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ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT												AVCON Project No. 2021.0289.01				DATE 9/24/2021			
AIRFIELD DRAINAGE SYSTEM ASSESSMENT																			
PROJECT AIRFIELD DRAINAGE SYSTEM ASSESSMENT																			
TASK Pre-Design																			
ITEMS OF WORK	trips from CLT off	trips from ILM off	PRINCIPAL	REGIONAL MANAGER	SR PROJECT MANAGER	PROJECT MANAGER	SR ENGR / SR PLANNER	PROJ ENGR PROJ PLANNER	ENGINEER / PLANNER	SR CADD	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS						
Pre-Design Phase												2	10						
Project Scoping and Fee Development				2	6							2	8						
Arrange and Attend Project Kick-off Meeting		1			6							2	4						
Contract with Subconsultants (Geotech and Survey)					2							2	4						
Project Management and Coordination with Client and NCDQA				1	2							2	5						
Subconsultant agreements, management and coordination													0						
Survey Investigation					2								2						
Coordination of Field Work					1				3				4						
Processing of Survey Data for Use in Project CAD Files													0						
CCTV Video Investigation					1								1						
Coordination of Field Work									2				4						
Review Results of CCTV Investigation					2														
Total Trips	0	1																	
Total Manhours Category			0	3	24	0	0	0	5	0	0	10	42						
Hour Salary Rate			\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55							
Payroll Burden			\$0.00	\$201.93	\$1,615.44	\$0.00	\$0.00	\$0.00	\$175.95	\$0.00	\$0.00	\$195.50							
Total Payroll Burden																			
General Overhead		177.37%																	
Subtotal					\$ 2,188.82														
Fixed Fee		11.00%			\$ 667.82														
Facilities Cost of Capital		2.3774%			\$ 52.04														
Total					\$ 6,790.99														
Direct Expenses (see below)					\$ 78.40														
AVCON Labor and Direct Expense Total Pre-Design					\$ 6,869.39														
AVCON Labor and Direct Expenses - USE					\$ 6,870.00														
Withers Ravenel-Topographic Survey					\$ 7,950.00														
Withers Ravenel-Video Pipe Inspection					\$ 4,200.00														
Grand Total Design					\$ 19,020.00														

TASK Pre-Design
DIRECT COSTS
TRAVEL - MILEAGE
TRIPS/TRAVEL (round trip Charlotte to Kenansville NC)
TRIPS/TRAVEL (round trip Wilmington to Kenansville NC)

TRAVEL MEALS
Breakfast
Lunch
Dinner
TRAVEL LODGING

REPRODUCTIONS AND PERMITS
Plans (11 x 17")
Plans (22 x 34")
Engineers Report (8 1/2 x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	400	0	\$0.560	\$0.00
Miles	1	140	140	\$0.560	\$78.40
Each	0			\$6.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$78.40
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	0	0	0	\$0.35	\$0.00
Page	0	0	0	\$0.09	\$0.00
Page	0	0	0	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS					\$78.40

ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT AIRFIELD DRAINAGE SYSTEM ASSESSMENT					AVCON Project No 2021 0289 01					DATE 9/24/2021				
PROJECT AIRFIELD DRAINAGE SYSTEM ASSESSMENT														
TASK Preliminary Design														
ITEMS OF WORK	trips from CLT off	trips from ILM off		PRINCIPAL	REGIONAL MANAGER	SR PROJECT MANAGER	PROJECT MANAGER	SR ENGR / SR PLANNER	PROJ ENGR PROJ PLANNER	ENGINEER / PLANNER	SR CADD	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS
Drainage Assessment Phase Services														
Site Visit to Review and Document Existing & Special Conditions		1				8				8				16
Determine the probable cause for each failure area						8				8				16
Make recommendations for repairs and/or remediations for each area						8				8				
Prepare Airfield Drainage Assessment Report containing all estimates and recommendations						24				24				48
Coordinate 90% review meeting with NCDOT and DPL						6				6			2	14
Finalize Airfield Drainage Assessment Report						12				12			2	26
Total Trips	0	1												
Total Manhours Category				0	0	66	0	0	0	66	0	0	4	120
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55	
Payroll Burden				\$0.00	\$0.00	\$4,442.46	\$0.00	\$0.00	\$0.00	\$2,322.54	\$0.00	\$0.00	\$78.20	
Total Payroll Burden			\$ 6,843.20											
General Overhead		177.37%	\$ 12,137.78											
Subtotal			\$ 18,980.98											
Fixed Fee		11.00%	\$ 2,087.91											
Facilities Cost of Capital		2.3774%	\$ 162.69											
Total			\$ 21,231.58											
USE			\$ 21,232.00											
Direct Expenses (see below)			\$ 78.40											
AVCON Labor and Direct Expense Total - Preliminary Design			\$ 21,310.40											
AVCON Labor and Direct Expenses - USE			\$ 21,311.00											
Grand Total - Design			\$ 21,311.00											

TASK Preliminary Design
DIRECT COSTS
TRAVEL - MILEAGE
TRIPS/TRAVEL (round trip Charlotte to Kenansville NC)
TRIPS/TRAVEL (round trip Wilmington to Kenansville NC)

TRAVEL - MEALS
Breakfast
Lunch
Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS
Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8 5" x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	400	0	\$0.560	\$0.00
Miles	1	140	140	\$0.560	\$78.40
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$78.40
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	0	2	22	\$3.20	\$0.00
Page	0	2	50	\$0.09	\$0.00
Page	0	0	350	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
				ALLOW	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS					\$78.40

ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT AIRFIELD DRAINAGE SYSTEM ASSESSMENT							AVCON Project No 2021 0289 01		DATE		7/8/2021		
PROJECT AIRFIELD DRAINAGE SYSTEM ASSESSMENT													
TASK Grant Administration Services													
ITEMS OF WORK	trips from CLT off	trips from ILM off		PRINCIPAL	REGIONAL MANAGER	SR PROJECT MANAGER	PROJECT MANAGER	SR ENGR / SR PLANNER	PROJ ENGR PROJ PLANNER	ENGINEER / PLANNER	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS
Assist Client with Funding Agency Request for Aid Requests for Reimbursements and Grant Administration/Compliance Including													
Grant Applications, Forms and Support Documents						2						4	6
Project Schedule and Cash Flow							2						2
QSR Progress Reports							1					2	3
Coordination with NCDOA and Client on Grant and Partner Connect						2	2					4	8
Total Trips	0	0											
Total Manhours Category				0	0	4	5	0	0	0	0	10	19
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$22.12	\$19.55	
Payroll Burden				\$0.00	\$0.00	\$289.24	\$264.45	\$0.00	\$0.00	\$0.00	\$0.00	\$195.50	
Total Payroll Burden			\$ 729.19										
General Overhead		177.37%	\$ 1,293.36										
Subtotal			\$ 2,022.55										
Fixed Fee		11.00%	\$ 222.48										
Facilities Cost of Capital		2.3774%	\$ 17.34										
Total			\$ 2,262.37										
USE			\$ 2,263.00										
Direct Expenses (see below)			\$										
AVCON Labor and Direct Expense Total - Grant			\$ 2,263.00										
Direct Expenses (see below)													
AVCON Labor and Direct Expenses - USE			\$ 2,263.00										
Grand Total - Grant Administration			\$ 2,263.00										

TASK Grant Administration Services
DIRECT COSTS
TRAVEL - MILEAGE
TRIPS/TRAVEL (round trip Charlotte to Kenansville, NC)
TRIPS/TRAVEL (round trip Wilmington to Kenansville NC)

TRAVEL - MEALS
Breakfast

LODGING

REPRODUCTIONS AND PERMITS
Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8 5" x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	400	0	\$0.560	\$0.00
Miles	0	140	0	\$0.560	\$0.00
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$0.00
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	22	\$0.15	\$0.00
Page	0	22	22	\$0.35	\$0.00
Page	0	0	50	\$0.09	\$0.00
Page	0	0	350	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
				ALLOW	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS					\$0.00



UAS LiDAR Topo – Duplin County Airport
Kenansville, NC
Proposal for Professional Services

A. PROJECT DESCRIPTION

WithersRavenel is proposing to fly UAS based LiDAR of approximately 104 acres located at Duplin County Airport, Kenansville, NC. The LiDAR and/or Photogrammetry mapping will be collected and processed by WithersRavenel via Unmanned Aircraft Systems (UAS), and associated software technology. Project control will be established via survey grade GPS/GNSS and local control if provided by client. The project area for this scope will include the limits shown in Image 1 below and consist of the infield area of the airport and extends out to the approximate limits of the piped stormwater system

B. SCOPE OF SERVICES

Task 1- UAS LiDAR Topographic Mapping

- Flight plan scheduling with the CLIENT and Airport staff as necessary
- Coordination with Airport for NOTAM release
- UAS Flight Standards
 - UAS flight crew may consist of a 2-man crew, one Pilot in Command (PIC) and one Visual Observer (VO)
 - Take-off and recovery of the aircraft will be completed on the CLIENTS property and the UAS will never leave subject property
 - All flights are limited to maximum of 400 feet above ground level (AGL) or below, and within visual line of sight (VLOS) of the UAS flight crew
 - Flight altitude could be as low as 50 feet AGL depending on site conditions
 - For safety and adherence to FAA regulations, each project area may be broken into multiple flight missions, with multiple launch and recovery sites
- GPS/GNSS control, and utilize control established via NC licensed PLS, or CLIENT, as directed;
- Datum NAD 83 (2011) horizontal, NAVD88 vertical
- Flight planning to include obstruction identification, proximity to landmarks and local airports;
- Coordination with Air Traffic Control (ATC) as necessary;
- All post-processing will be completed by WithersRavenel staff in-house
- Anticipated point density: 50 ppsm
- Stormwater structures will be located via LiDAR data and horizontal locations provided in mapping
- No invert measure downs will be provided as part of this survey
- Accuracy expectation: Vertical accuracy will be to achieve a 1 foot contour interval and will meet +/- 0.30 feet for spot elevations and relative horizontal accuracy of +/- 0.20 feet.
- Deliverables will include 1 foot contours and digital ground surface in CAD/XML format. ***

Note: acceptance of this proposal signifies the approval by Client to fly aircraft over the property

***Areas of the project site heavily vegetated or otherwise obscure to where the ground is not visible by the LiDAR scanner will be classified and delivered as obscure with unverified accuracy.

Task 2- Stormwater Video Pipe Inspection

- WithersRavenel will perform a video pipe inspection of the storm water infrastructure associated with this project to determine the existing conditions of the concrete pipes using an Inuktun VT150 Parallel Crawler



August 23, 2021

Marty Wynn, PE
AVCON, INC
630 Carolina Beach Road
Wilmington, NC 28412
Direct: 910.685.7113

RE: UAS LiDAR Topo Duplin Airport, Kenansville, NC

Dear: Mr. Wynn,

WithersRavenel (WR) is pleased to present this Proposal for Professional Services to AVCON (CLIENT) for providing Unmanned Aerial Systems (UAS) professional services.

It is proposed that this project consist of creating a 3D digital surface via UAS-based LiDAR and conventional survey for the purpose of a topographic survey within the limits shown in Image 1. The project deliverables will be tied to NC grid coordinates with the use of GNSS survey ground control.

We look forward to working with you on this project. Please feel free to contact me should you require any clarification regarding this proposal.

Sincerely,
WithersRavenel

Seth E. Swaim, PLS, GISP
Remote Sensing Group Director

Attachment

C. ADDITIONAL SERVICES

Any service not contained within the scope can be provided on an hourly basis. Our hourly rates are as indicated on the attached fee and expense schedule.

D. EXPENSES

The following costs shall be paid by the CLIENT or be considered reimbursable and include but are not limited to the following:

- None

E. COMPENSATION FOR SERVICES

WithersRavenel proposes to provide the services outlined in Section B on a lump sum basis as defined below. Reimbursable expenses shall be billed in accordance with Exhibit 2.

Task Number	Task Name	Cost
Task 1	UAS Topographic Survey	\$7,950
Task 2	Stormwater Video Pipe Inspection	\$4,200
	Total	\$12,150

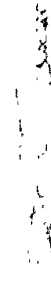
F. TIMELINE FOR SERVICES

WithersRavenel will commence work within 10 days of written notice to proceed from the CLIENT. Deliverables will be provided within 10 days of completion of data collection.

G. ACCEPTANCE

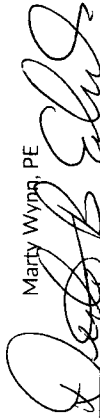
Receipt of an executed copy of this proposal will serve as the written proposal between WithersRavenel, Inc. and CLIENT for the basic services outlined in Section B of this document. The terms outlined in the attached Exhibits – Standard Terms and Conditions (Exhibit 1), Fee and Expense Schedule (Exhibit 2) shall be considered a part of this proposal.

WithersRavenel



Seth E. Swaim, PLS, GISP
Remote Sensing Group Director

AVCON, INC

By: 

Marty Wyngaert, PE

Title: Chairman/Commissioner

Date: 12-6-2021

Exhibit 1 - Standard Terms and Conditions
Exhibit 2 - Fee & Expense Schedule

- A pipe inspection report will be drafted using the video recording from the actual pipe inspection and then provided to the engineers for further assessments.
- All videos and documentation will be provided at the conclusion of the field work.

Project Management

Project management is a necessity on every project and ensures the coordination of the project runs smoothly as a whole and the deliverables meet the CLIENTS needs. This time allows for critical communication between the CLIENT and WR such that all tasks and unforeseen issues are resolved quickly and efficiently. Delivery of the data to the CLIENT is included in this task as well.

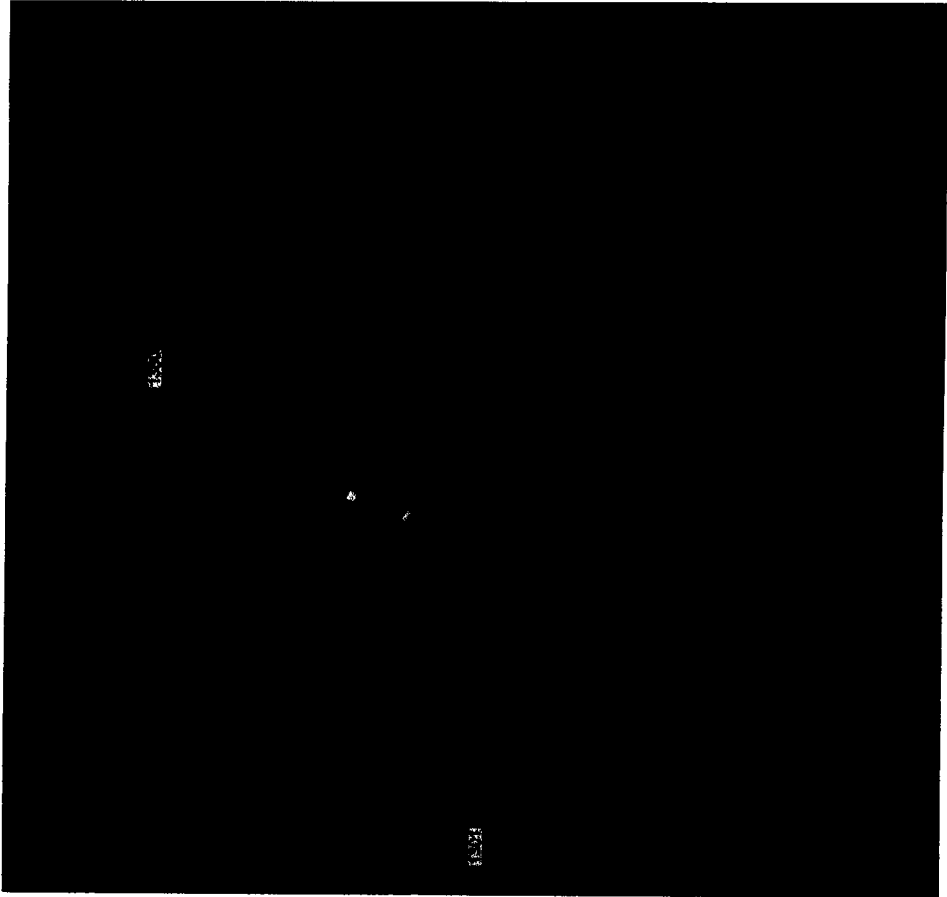


Image 1

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor.** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or iturer of CLIENT. CONSULTANT's work does not include a sion or direction of the work of other contractors, their is or agents, and

WithersRavenel, Inc

Standard Terms & Conditions

Page 2



EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

CONSULTANT shall make available to CLIENT copies of all plans and specifications

a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If CONSULTANT initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

WithersRavenel, Inc

Standard Terms & Conditions

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TASK ORDER 2021-1
(Grant # - 36244.20.15.1)

PHASE I
AIRFIELD DRAINAGE SYSTEM ASSESSMENT
FOR
AIRFIELD DRAINAGE SYSTEM IMPROVEMENTS PROJECT
AT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NC

Describing a specific agreement between the Duplin County (OWNER) and AVCON, INC (CONSULTANT), in accordance with the terms of the Standard Master Agreement for Continuing Professional Services dated June 2019.

IDENTIFICATION OF PROJECT:

The Airfield Drainage Assessment (Design) Project (PROJECT) (36244.20.15.1) at the Duplin County Airport, Kenansville, North Carolina (Airport) will review and assess the existing drainage system around the infield area of the airfield. Duplin County Airport staff discovered dropouts and erosion around existing drainage structures as well as areas in between structures (mud pipe run). These have developed and worsened over the last few years. This assessment will document findings, establish recommendations for repair and/or remediation, and prioritize the recommendations (including estimates) in order to facilitate repair of the system.

This project is being developed into three phases:

- Phase 1 Airfield Drainage System Assessment, which includes the investigation and assessment of the existing drainage system failures and proposes alternatives for repair.
- Phase 2 Design of the preferred alternative from Phase 1.
- Phase 3 Construction and Construction Phase Services

Task Order 2021-1 only covers Phase 1.

SPECIFIC SCOPE OF SERVICES:

The scope of this project includes onsite investigative services (support survey as needed), review of CCTV video of the system, recommendations for repair and/or remediation recommendations and estimates for approximately 18 areas along the infield are of the airfield.

The CONSULTANT will engage a surveyor to conduct specific field survey of the drainage system and failures. The field survey will provide information for use in design of the repairs of the problem areas on the airport. The CONSULTANT will also engage a drainage camera service to video the drainage system to help identify any existing issues.

EXHIBIT II

Fee & Expense Schedule

Engineering/Landscape Architecture	Description	Rate
Principal	Principal	\$ 210
	Client Experience Manager	\$ 195
	Senior Project Manager	\$ 180
	Project Manager	\$ 165
	Assistant Project Manager	\$ 150
Engineering	Senior Technical Consultant	\$ 195
	Senior Project Engineer	\$ 180
	Project Engineer III	\$ 165
	Project Engineer II	\$ 150
	Project Engineer I	\$ 140
	Staff Professional III	\$ 130
	Staff Professional II	\$ 120
	Staff Professional I	\$ 100
	Lead Project Coordinator	\$ 125
	Senior Project Coordinator	\$ 110
	Project Coordinator II	\$ 95
	Project Coordinator I	\$ 85
	Senior Designer	\$ 145
	Designer II	\$ 125
	Designer I	\$ 115
Landscape Architecture/Planning	Senior CAD Technician	\$ 120
	CAD Technician II	\$ 100
	CAD Technician I	\$ 90
	Zoning Specialist	\$ 230
	Senior Landscape Architect	\$ 170
	Landscape Architect III	\$ 155
	Landscape Architect II	\$ 140
	Landscape Architect I	\$ 130
	Landscape Designer II	\$ 120
	Landscape Designer I	\$ 110

Geomatics	Description	Rate
Geomatics Principal	Geomatics Principal	\$ 205
	Geomatics Sr. Technical Consultant	\$ 190
	Geomatics Senior Manager	\$ 180
	Geomatics Project Manager II	\$ 150
	Geomatics Project Manager I	\$ 140
	Geomatics Project Professional II	\$ 145
	Geomatics Project Professional I	\$ 130
	Geomatics CAD III	\$ 115
	Geomatics CAD II	\$ 100
	Geomatics CAD I	\$ 80
Geomatics GIS Specialist	Geomatics GIS Specialist	\$ 125
	Geomatics GIS Technician III	\$ 110
	Geomatics GIS Technician II	\$ 95
	Geomatics GIS Technician I	\$ 80
	Geomatics Remote Sensing Crew II	\$ 260
	Geomatics Remote Sensing Crew I	\$ 185
	Geomatics SUE Crew 2	\$ 230
	Geomatics SUE Crew 1	\$ 165
	Geomatics Survey Crew III (3 Man)	\$ 205
	Geomatics Survey Crew II (2 Man)	\$ 165
Survey Crew Member	Geomatics Survey Crew I	\$ 135
	Survey Crew Member	\$ 65
	Geomatics Survey Technician IV	\$ 110
	Geomatics Survey Technician III	\$ 100
	Geomatics Survey Technician II	\$ 75
	Geomatics Survey Technician I	\$ 45
F&AM Principal Consultant	F&AM Principal Consultant	\$ 190
	F&AM Senior Project Manager	\$ 175
	F&AM Senior Technical Consultant	\$ 155
	F&AM Project Manager	\$ 140
	F&AM Project Consultant II	\$ 105
	F&AM Project Consultant I	\$ 95
	F&AM Staff Professional I	\$ 75
Senior Construction Manager	Senior Construction Manager	\$ 160
	Construction Manager II	\$ 140
	Construction Manager I	\$ 130
	Senior Resident Project Representative	\$ 120
	Resident Project Representative III	\$ 110
	Resident Project Representative II	\$ 95
	Resident Project Representative I	\$ 80
Funding & Asset Management	F&AM Principal Consultant	\$ 190
	F&AM Senior Project Manager	\$ 175
	F&AM Senior Technical Consultant	\$ 155
	F&AM Project Manager	\$ 140
	F&AM Project Consultant II	\$ 105
	F&AM Project Consultant I	\$ 95
	F&AM Staff Professional I	\$ 75
Construction Administration	Senior Construction Manager	\$ 160
	Construction Manager II	\$ 140
	Construction Manager I	\$ 130
	Senior Resident Project Representative	\$ 120
	Resident Project Representative III	\$ 110
	Resident Project Representative II	\$ 95
	Resident Project Representative I	\$ 80
Administration	Office Administrator III	\$ 105
	Office Administrator II	\$ 100
	Office Administrator I	\$ 95
	Marketing Administration	\$ 75
	Administrative Assistant III	\$ 85
	Administrative Assistant II	\$ 75
	Administrative Assistant I	\$ 65
	Expenses	
	Bond Prints (Per Sheet)	\$ 1.75
	Mylar Prints (Per Sheet)	\$ 11.00

Environmental/Geology	Description	Rate
Principal	Principal	\$ 205
	Environmental Sr. Technical Consultant	\$ 190
	Environmental Project Professional V	\$ 175
	Environmental Project Professional IV	\$ 160
	Environmental Project Professional III	\$ 145
	Environmental Project Professional II	\$ 135
	Environmental Project Professional I	\$ 125
	Environmental Staff Professional III	\$ 120
	Environmental Staff Professional II	\$ 110
	Environmental Staff Professional I	\$ 100
Biologist/Wetlands Scientist	Environmental Technician II	\$ 95
	Environmental Technician I	\$ 80
	Senior Biologist/Wetlands Scientist	\$ 150
	Biologist/Wetlands Scientist III	\$ 130
	Biologist/Wetlands Scientist II	\$ 120
	Biologist/Wetlands Scientist I	\$ 110
	Senior Hydrogeologist	\$ 170
	Project Geologist II (Sr. Proj. Geologist)	\$ 145
	Project Geologist I	\$ 125
	Staff Geologist II	\$ 115
Office Administrator	Staff Geologist I	\$ 105
	Office Administrator III	\$ 105
	Office Administrator II	\$ 100
	Office Administrator I	\$ 95
	Marketing Administration	\$ 75
	Administrative Assistant III	\$ 85
	Administrative Assistant II	\$ 75
	Administrative Assistant I	\$ 65
	Expenses	
	Bond Prints (Per Sheet)	\$ 1.75

Permits	Description	Rate
Delivery - Project Specific (Distance & Priority)	Mylar Prints (Per Sheet)	\$ 11.00
	Permits	
	Mileage	Per IRS
	Delivery - Project Specific (Distance & Priority)	
	Subcontractor Fees (Markup)	1.15
	Expenses / Reprod / Permits (Markup)	1.15
Permits	Permits	
	Subcontractor Fees (Markup)	1.15
	Expenses / Reprod / Permits (Markup)	1.15
	Permits	
	Subcontractor Fees (Markup)	1.15
	Expenses / Reprod / Permits (Markup)	1.15
	Permits	
	Subcontractor Fees (Markup)	1.15
	Expenses / Reprod / Permits (Markup)	1.15
	Permits	

Effective January 1, 2021 - Schedule is subject to change

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- B. CONSULTANT’s services under the Drainage Assessment Phase Services will be considered complete on the date when the Airfield Drainage Assessment Report have been submitted and approved.

Grant Administration Services

The CONSULTANT will assist and support the OWNER in the preparation of grant related applications, progress reports, requests for interim payments and other related documents, submissions, and grant processes required for the OWNER’s compliance with project grants.

SCHEDULE

The Airfield Drainage Assessment Project is expected to take 90 days from execution of this task order to complete and prepare the Airfield Drainage Assessment Report for the PROJECT (Phase 1) Additional project schedules are to be developed along with each alternative developed and will be provided in more detail as Phase 2 and 3 are developed.

DELIVERABLES

- A Two (2) Airfield Drainage Assessment Reports will be submitted to the OWNER and One (1) NCDOA at the 90% complete level for OWNER’s review.
- B. Two (2) final Airfield Drainage Assessment Reports will be given to the OWNER and One (1) NCDOA (along with PDF files of same and AutoCAD files for 100% only).
- C. Digital copies of the original survey and pipe video will be provided to DPL.

ASSUMPTIONS

- A. The PROJECT will generally include the investigation of drainage failures in the existing drainage system in the infield area of the airfield, repair options, and estimates.
- B A CATEX nor EA will not be required for this project for Phase 1. The required level of NEPA will be determined after the completion of the Airfield Drainage Assessment Report.
- C. Geotech is not anticipated to be needed.
- D. Bidding and Construction phase services for the PROJECT are not included in Phase 1 and will be negotiated and added with a future work scopes.
- E. Submittals of the report will be made at the 90% level for review and comments by the OWNER, NCDoA. It is the intent for the 90% submittal that the preferred alternative is defined and implemented into the Final/100% Airfield Drainage Assessment Report. Comments will be incorporated into the final report. The CONSULTANT will

Other elements of the project will include coordinating, attending, and participating in one project review meeting with the OWNER, funding agencies, schedule, concerns and constraints for the work around the airfield, and implementation logistics, and grant administration.

Pre-Design Services

- A. After acceptance by the OWNER of this Task Order (TO #2021-1), and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the project desired by the OWNER, NCDoA (and/or FAA) and upon written authorization from the OWNER, CONSULTANT shall proceed with the Pre-Design Services.
- B. CONSULTANT, under the Pre-Design Services, shall:
1. Provide project development, formulation, and scoping to the OWNER and NCDoA.
2. Coordination of field survey and drainage camera services.
3. Review survey and video to determine extent of issues.
- 4 Conduct a kickoff meeting with the OWNER and conduct an initial site visit for field review
- C. CONSULTANT’s services under the Pre-Design Services will be considered complete after kickoff meeting with OWNER, and field survey and camera services are completed.

Drainage Assessment Phase Services

- A. CONSULTANT, under the Drainage Assessment Phase, shall:
1. Site visit to review and document existing and special conditions.
- 2 Determine the probable cause for each failure area.
3. Make recommendations for repairs and/or remediations for each area.
- 4 Prepare an opinion of probably construction costs for each area per repair and/or remediation.
5. Prepare a written Airfield Drainage Assessment Report containing alternatives, estimates, schedules, and recommendations of alternatives for design as part of Phase 2.
- 6 CONSULTANT will work with OWNER to determine the appropriate repairs and/or remediations for each area based on the needs of the OWNER and users of the airport

effective date of this agreement or are due to any other causes beyond CONSULTANT's control

7 Preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). The required level of NEPA will be determined after the completion of the Airfield Drainage Assessment Report.

8. Providing artistic renderings or models for OWNER's use.

9 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the PROJECT; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value consulting, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes, except as required by FAA/NCDOA.

11. Preparing additional bidding documents or contract documents for alternate bids or prices requested by OWNER for the work, not already defined as included in the project.

12. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.

13. Preparation of operation and maintenance manuals.

14 Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT.

15. Bidding, Construction phase, and resident project representation (RPR) services.

16. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

METHOD OF COMPENSATION

For the Phase 1-Airfield Drainage System Assessment at the Duplin County Airport consisting of the Scoping and Project Development, preliminary design and drainage assessment report as previously described, a total project fee of \$42,594.00 as shown and distributed below:

communicate, coordinate, and meet and/or discuss with the OWNER and NCDOA the various elements of the project throughout the drainage assessment Phase 1.

F. The engineer's opinion of probable construction cost will be developed for each alternative provided to the OWNER and NCDOA.

G Meetings/Site Visits

1 One kick off meeting and onsite visit will be completed.

2. One assessment report review meeting will be held with the OWNER and NCDOA to discuss the recommendations for repairs and/or remediations for each area.

SERVICES NOT INCLUDED IN THIS TASK ORDER

A If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. Compensation for services shall be paid for by OWNER in accordance with the hourly rate schedule in affect at the time the services are requested.

1. Geotechnical investigation and testing services are not included in this task order.

2. Utility location services are not included in this task order.

3. FAA 7450, development of minority goals, and Engineer's Design Report are not included in this phase of work

4 Preparation of applications and supporting documents (in addition to those NCDOA and FAA grant applications and supporting documentation furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

5 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER beyond the scope and limits of this project

6. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the

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PROGRAM BUDGET
For
PHASE 1
AIRFIELD DRAINAGE SYSTEM ASSESSMENT
AT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NORTH CAROLINA

AVCON #2021.0289.01
Grant # - 36244.20.15.1

DATE: September 24, 2021

(A101) ADMINISTRATIVE EXPENSES		FBO Apron Rehabilitation Grant #36244.20.15.1
Administrative		\$0.00
SUBTOTAL		\$0.00
(A102) PRELIMINARY ENGINEERING, PLANNING, TESTING, AND PERMITTING		
Task 1- Pre Design		\$6,870.00
Task 1- Pre Design - Topographic Survey (Withers and Ravenel)		\$7,950.00
Task 1- Pre Design - Video Pipe Inspection (Withers and Ravenel)		\$4,200.00
SUBTOTAL		\$19,020.00
(A104) ENGINEERING BASIC FEES		
Task 2 - Drainage Assessment Report		\$21,311.00
Task 3 - Grant Administration		\$2,263.00
SUBTOTAL		\$23,574.00
GRAND TOTAL		\$42,594.00
Funding:		
State Grant		\$90,000.00
Local Match		\$10,000.00
Remaining Funding:		\$57,406.00

Duplin County Airport
Airfield Drainage System Improvement Project
September 28, 2021

Basic Services

- TASK 1 – Pre-Design– a Lump Sum fee of \$6,870.00
- TASK 2 – Airfield Drainage Assessment Report – a Lump Sum fee of \$21,311.00
- TASK 3 – Grant Administration – a Lump Sum fee of \$2,263.00

Special Services

- Pre-Design Topographic Surveying Services – a Not to Exceed fee of \$7,950.00
- Pre-Design Video Pipe Inspection Services – a Not to Exceed fee of \$4,200.00

Executed this ____ day of _____, 2021.

CLIENT:
DUPLIN COUNTY

CONSULTANT:
AVCON ENGINEERS & PLANNERS, INC.
d/b/a AVCON, INC.

BY: [Signature]
BY: Sandeep Singh

ITS: Chairman Duplin County Board

ITS: Sandeep Singh, P.E., President

of County Commissioners

ATTEST: [Signature]
Davis H. Brinson, Clerk to Board

ATTEST: [Signature]



PROFESSIONAL FEE SUMMARY
FOR THE
AIRFIELD DRAINAGE SYSTEM ASSESSMENT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NORTH CAROLINA

AVCON Project No. 2021.0289.01

DATE: 9/24/2021

Fees Method NCDOA Code

TASK 1 Pre-Design

AVCON Labor Costs and Direct Expenses	LS	A102
Subcontractors		
Withers Ravenel-Topographic Survey	LS	A102
Withers Ravenel-Video Pipe Inspection	LS	A102
Pre-Design Subtotal	\$19,020.00	

TASK 2 Airfield Drainage Assessment Report

AVCON Labor Costs and Direct Expenses	LS	A104
Preliminary Design Subtotal	\$21,311.00	

TASK 3 Grant Administration

AVCON Labor Costs and Direct Expenses	LS	A104
Grant Administration Subtotal	\$2,263.00	
TOTAL:	\$42,594.00	

ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT											DATE		9/24/2021	
AIRFIELD DRAINAGE SYSTEM ASSESSMENT														
PROJECT AIRFIELD DRAINAGE SYSTEM ASSESSMENT														
TASK Pre-Design														
ITEMS OF WORK	trips from CLT off	trips from ILM off	PRINCIPAL	REGIONAL MANAGER	SR PROJECT MANAGER	PROJECT MANAGER	SR ENGR / SR PLANNER	PROJ ENGR PROJ PLANNER	ENGINEER / PLANNER	SR CADD	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS	
Pre-Design Phase														
Project Scoping and Fee Development				2	6							2	10	
Arrange and Attend Project Kick-off Meeting		1			6							2	8	
Contract with Subconsultants (Geotech and Survey)					2							2	4	
Project Management and Coordination with Client, and NCDOA					2							2	4	
Subconsultant agreements, management, and coordination				1	2							2	5	
Survey Investigation					2								2	
Coordination of Field Work					1				3				4	
Processing of Survey Data for Use in Project CAD Files													0	
CCTV Video Investigation					1								1	
Coordination of Field Work					2					2			4	
Review Results of CCTV Investigation														
Total Trips	0	1												
Total Manhours Category			0	3	24	0	0	0	5	0	0	10	42	
Hour Salary Rate			\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55		
Payroll Burden			\$0.00	\$201.93	\$1,615.44	\$0.00	\$0.00	\$0.00	\$175.95	\$0.00	\$0.00	\$195.50		
Total Payroll Burden		\$ 2,188.82												
General Overhead	177.37%	\$ 3,882.31												
Subtotal		\$ 6,071.13												
Fixed Fee	11.00%	\$ 667.82												
Facilities Cost of Capital	2.3774%	\$ 52.04												
Total		\$ 6,790.99												
Direct Expenses (see below)		\$ 78.40												
AVCON Labor and Direct Expense Total - Pre-Design		\$ 6,869.39												
AVCON Labor and Direct Expenses - USE		\$ 6,870.00												
Withers Ravenel-Topographic Survey		\$ 7,950.00												
Withers Ravenel-Video Pipe Inspection		\$ 4,200.00												
Grand Total - Design		\$ 19,020.00												

TASK Pre-Design

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip Charlotte to Kenansville NC)
TRIPS/TRAVEL (round trip Wilmington to Kenansville NC)

AVEL - MEALS
Breakfast
Lunch
Dinner

TRAVEL LODGING

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11")
Project Manual (Specifications)
Covers
Binders

POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	400	0	\$0.560	\$0.00
Miles	1	140	140	\$0.560	\$78.40
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$78.40
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	0	0	0	\$0.35	\$0.00
Page	0	0	0	\$0.09	\$0.00
Page	0	0	0	\$0.08	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00

SUBTOTAL TRAVEL REPRODUCTIONS, AND PERMITS \$78.40

ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT AIRFIELD DRAINAGE SYSTEM ASSESSMENT								AVCON Project No. 2021 0289 01								DATE 9/24/2021	
PROJECT AIRFIELD DRAINAGE SYSTEM ASSESSMENT																	
TASK Preliminary Design																	
ITEMS OF WORK		trips from CLT off	trips from ILM off	PRINCIPAL	REGIONAL MANAGER	SR PROJECT MANAGER	PROJECT MANAGER	SR ENGR / SR PLANNER	PROJ ENGR PROJ PLANNER	ENGINEER / PLANNER	SR CADD TECH	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS			
Drainage Assessment Phase Services																	
Site Visit to Review and Document Existing & Special Conditions			1			8				8				1			
Determine the probable cause for each failure area						8				8				1			
Make recommendations for repairs and/or remediations for each area						8				8							
Prepare Airfield Drainage Assessment Report containing all's , estimates , and recommendations						24				24				4			
Coordinate 90% review meeting with NCDcA and DPL						6				6			2	1			
Finalize Airfield Drainage Assessment Report						12				12			2	1			
Total Trips			0	1										2	2		
Total Manhours Category					0	0	66	0	0	66	0	0	4		12		
Hour Salary Rate					\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55			
Payroll Burden					\$0.00	\$0.00	\$4,442.46	\$0.00	\$0.00	\$0.00	\$2,322.54	\$0.00	\$0.00	\$78.20			
Total Payroll Burden						\$ 6,843.20											
General Overhead				177.37%		\$ 12,137.78											
Subtotal						\$ 16,980.98											
Fixed Fee				11.00%		\$ 2,087.91											
Facilities Cost of Capital				2.3774%		\$ 162.89											
Total						\$ 21,231.58											
USE						\$ 21,232.00											
Direct Expenses (see below)						\$ 78.40											
AVCON Labor and Direct Expense Total - Preliminary Design						\$ 21,310.40											
AVCON Labor and Direct Expenses - USE						\$ 21,311.00											
Grand Total - Design						\$ 21,311.00											

TASK Preliminary Design
DIRECT COSTS
TRAVEL - MILEAGE
TRIPS/TRAVEL (round trip Charlotte to Kenansville NC)
TRIPS/TRAVEL (round trip Wilmington to Kenansville NC)

TRAVEL - MEALS
Breakfast
Lunch
Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS
Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	400	0	\$0.560	\$0.00
Miles	1	140	140	\$0.560	\$78.40
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$78.40
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	0	2	22	\$3.20	\$0.00
Page	0	2	50	\$0.09	\$0.00
Page	0	0	350	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS					\$78.40

ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT AIRFIELD DRAINAGE SYSTEM ASSESSMENT							AVCON Project No. 2021 0289 01				DATE		7/8/2021				
PROJECT AIRFIELD DRAINAGE SYSTEM ASSESSMENT																	
TASK Grant Administration Services																	
ITEMS OF WORK		trips from CLT off	trips from ILM off		PRINCIPAL	REGIONAL MANAGER	SR PROJECT MANAGER	PROJECT MANAGER	SR ENGR / SR PLANNER	PROJ ENGR PROJ PLANNER	ENGINEER / PLANNER	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS			
Assist Client with Funding Agency Request for Aid Requests for Reimbursements and Grant Administration/Compliance Including																	
Grant Applications, Forms and Support Documents							2							4	6		
Project Schedule and Cash Flow								2							2		
QSR Progress Reports								1						2	3		
Coordination with NCDOA and Client on Grant and Partner Connect							2	2						4	8		
Total Trips		0	0														
Total Manhours Category					0	0	4	5	0	0	0	0	10		19		
Hour Salary Rate					\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$22.12	\$19.55				
Payroll Burden					\$0.00	\$0.00	\$269.24	\$264.45	\$0.00	\$0.00	\$0.00	\$0.00	\$195.50				
Total Payroll Burden				\$ 729.19													
General Overhead			177.37%	\$ 1,293.36													
Subtotal				\$ 2,022.55													
Fixed Fee			11.00%	\$ 222.48													
Facilities Cost of Capital			2.3774%	\$ 17.34													
Total				\$ 2,262.37													
USE				\$ 2,263.00													
Direct Expenses (see below)				\$													
AVCON Labor and Direct Expense Total - Grant				\$ 2,263.00													
Direct Expenses (see below)																	
AVCON Labor and Direct Expenses - USE				\$ 2,263.00													
Grand Total - Grant Administration				\$ 2,263.00													

TASK Grant Administration Services
DIRECT COSTS
TRAVEL - MILEAGE
TRIPS/TRAVEL (round trip Charlotte to Kenansville, NC)
TRIPS/TRAVEL (round trip Wilmington to Kenansville NC)

TRAVEL - MEALS
Breakfast
Lunch
Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS
Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	400	0	\$0.560	\$0.00
Miles	0	140	0	\$0.560	\$0.00
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$0.00
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	22	\$0.15	\$0.00
Page	0		22	\$0.35	\$0.00
Page	0	0	50	\$0.09	\$0.00
Page	0	0	350	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS					\$0.00



UAS LiDAR Topo – Duplin County Airport
Kenansville, NC
Proposal for Professional Services

A. PROJECT DESCRIPTION

WithersRavenel is proposing to fly UAS based LiDAR of approximately 104 acres located at Duplin County Airport, Kenansville, NC. The LiDAR and/or Photogrammetry mapping will be collected and processed by WithersRavenel via Unmanned Aircraft Systems (UAS), and associated software technology. Project control will be established via survey grade GPS/GNSS and local control if provided by client. The project area for this scope will include the limits shown in Image 1 below and consist of the infield area of the airport and extends out to the approximate limits of the piped stormwater system.

B. SCOPE OF SERVICES

Task 1- UAS LiDAR Topographic Mapping

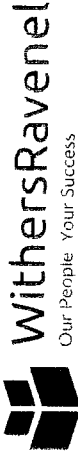
- Flight plan scheduling with the CLIENT and Airport staff as necessary
- Coordination with Airport for NOTAM release
- UAS Flight Standards
 - UAS flight crew may consist of a 2-man crew, one Pilot in Command (PIC) and one Visual Observer (VO)
 - Take-off and recovery of the aircraft will be completed on the CLIENTS property and the UAS will never leave subject property
 - All flights are limited to maximum of 400 feet above ground level (AGL) or below, and within visual line of sight (VLOS) of the UAS flight crew
 - Flight altitude could be as low as 50 feet AGL depending on site conditions
 - For safety and adherence to FAA regulations, each project area may be broken into multiple flight missions, with multiple launch and recovery sites
- GPS/GNSS control, and utilize control established via NC licensed PLS, or CLIENT, as directed;
- Datum: NAD 83 (2011) horizontal, NAVD88 vertical
- Flight planning to include obstruction identification, proximity to landmarks and local airports;
- Coordination with Air Traffic Control (ATC) as necessary;
- All post-processing will be completed by WithersRavenel staff in-house
- Anticipated point density: 50 ppsm
- Stormwater structures will be located via LiDAR data and horizontal locations provided in mapping
- No invert measure downs will be provided as part of this survey
- Accuracy expectation: Vertical accuracy will be to achieve a 1 foot contour interval and will meet +/- 0.30 feet for spot elevations and relative horizontal accuracy of +/- 0.20 feet.
- Deliverables will include 1 foot contours and digital ground surface in CAD/XML format. ***

Note: acceptance of this proposal signifies the approval by Client to fly aircraft over the property

***Areas of the project site heavily vegetated or otherwise obscure to where the ground is not visible by the LiDAR scanner will be classified and delivered as obscure with unverified accuracy.

Task 2- Stormwater Video Pipe Inspection

- WithersRavenel will perform a video pipe inspection of the storm water infrastructure associated with this project to determine the existing conditions of the concrete pipes using an Inuktun VT150 Parallel Crawler.



August 23, 2021

Marty Wynn, PE
AVCON, INC
630 Carolina Beach Road
Wilmington, NC 28412
Direct: 910.685.7113

RE: UAS LiDAR Topo Duplin Airport, Kenansville, NC

Dear: Mr. Wynn,

WithersRavenel (WR) is pleased to present this Proposal for Professional Services to AVCON (CLIENT) for providing Unmanned Aerial Systems (UAS) professional services.

It is proposed that this project consist of creating a 3D digital surface via UAS-based LiDAR and conventional survey for the purpose of a topographic survey within the limits shown in Image 1. The project deliverables will be tied to NC grid coordinates with the use of GNSS survey ground control.

We look forward to working with you on this project. Please feel free to contact me should you require any clarification regarding this proposal.

Sincerely,
WithersRavenel

Seth E. Swaim, PLS, GISP
Remote Sensing Group Director

Attachment

000143

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below.

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto in the event of termination of this Agreement and upon full payment of fee to CONSULTANT.

WithersRavenel, Inc.

Standard Terms & Conditions
Effective September 14, 2020

Pag. - -

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- A pipe inspection report will be drafted using the video recording from the actual pipe inspection and then provided to the engineers for further assessments.
- All videos and documentation will be provided at the conclusion of the field work.

Project Management

Project management is a necessity on every project and ensures the coordination of the project runs smoothly as a whole and the deliverables meet the CLIENTS needs. This time allows for critical communication between the CLIENT and WR such that all tasks and unforeseen issues are resolved quickly and efficiently. Delivery of the data to the CLIENT is included in this task as well.

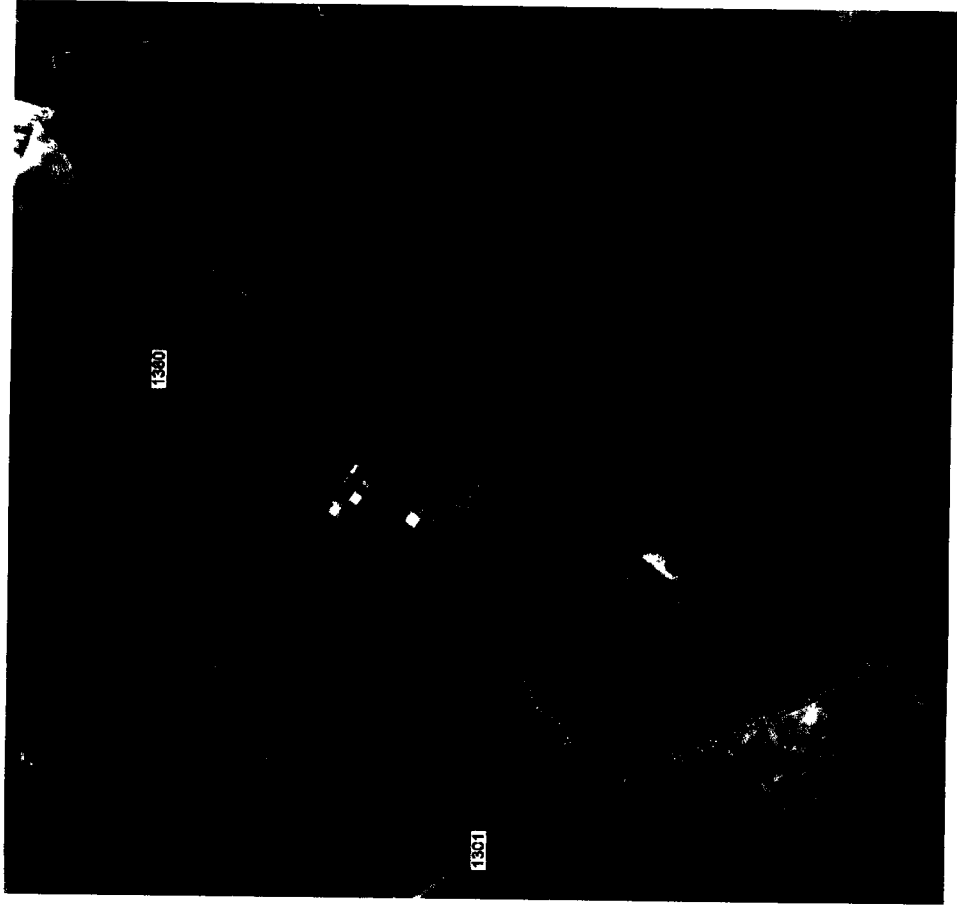


Image 1

EXHIBIT II

Fee & Expense Schedule

Engineering/Landscape Architecture/Project Mgmt.		
Description	Rate	
Principal	\$ 210	
Client Experience Manager	\$ 195	
Senior Project Manager	\$ 180	
Project Manager	\$ 165	
Assistant Project Manager	\$ 150	
Engineering		
Senior Technical Consultant	\$ 195	
Senior Project Engineer	\$ 180	
Project Engineer III	\$ 165	
Project Engineer II	\$ 150	
Project Engineer I	\$ 140	
Staff Professional III	\$ 130	
Staff Professional II	\$ 120	
Staff Professional I	\$ 105	
Lead Project Coordinator	\$ 125	
Project Coordinator	\$ 110	
Project Coordinator I	\$ 95	
Senior Designer	\$ 85	
Designer II	\$ 145	
Designer I	\$ 125	
Senior CAD Technician	\$ 115	
Senior CAD Technician II	\$ 120	
CAD Technician I	\$ 100	
CAD Technician	\$ 90	
Landscape Architecture/Planning		
Zoning Specialist	\$ 230	
Senior Landscape Architect	\$ 170	
Landscape Architect III	\$ 155	
Landscape Architect II	\$ 140	
Landscape Architect I	\$ 130	
Landscape Designer II	\$ 120	
Landscape Designer I	\$ 110	
Senior Planner	\$ 160	
Planner III	\$ 140	
Planner II	\$ 120	
Planner I	\$ 105	
Planning Technician	\$ 95	

Description Geomatics		
Description	Rate	
Geomatics Principal	\$ 205	
Geomatics Sr. Technical Consultant	\$ 190	
Geomatics Senior Manager	\$ 180	
Geomatics Project Manager II	\$ 175	
Geomatics Project Manager I	\$ 150	
Geomatics Project Professional II	\$ 140	
Geomatics Project Professional I	\$ 145	
Geomatics Project Professional	\$ 130	
Geomatics CAD III	\$ 115	
Geomatics CAD II	\$ 100	
Geomatics CAD I	\$ 80	
Geomatics GIS Specialist	\$ 125	
Geomatics GIS Technician III	\$ 110	
Geomatics GIS Technician II	\$ 95	
Geomatics GIS Technician I	\$ 80	
Geomatics Remote Sensing Crew II	\$ 260	
Geomatics Remote Sensing Crew I	\$ 185	
Geomatics SUE Crew 2	\$ 230	
Geomatics SUE Crew 1	\$ 165	
Geomatics Survey Crew III (3 Man)	\$ 205	
Geomatics Survey Crew II (2 Man)	\$ 165	
Geomatics Survey Crew I	\$ 135	
Survey Crew Member	\$ 65	
Geomatics Survey Technician IV	\$ 110	
Geomatics Survey Technician III	\$ 100	
Geomatics Survey Technician II	\$ 75	
Geomatics Survey Technician I	\$ 45	
Funding & Asset Management		
F&AM Principal Consultant	\$ 190	
F&AM Senior Project Manager	\$ 175	
F&AM Senior Technical Consultant	\$ 155	
F&AM Project Manager	\$ 140	
F&AM Project Consultant II	\$ 105	
F&AM Project Consultant I	\$ 95	
F&AM Staff Professional I	\$ 75	
Construction Administration		
Senior Construction Manager	\$ 160	
Construction Manager II	\$ 140	
Construction Manager I	\$ 130	
Senior Resident Project Representative	\$ 120	
Resident Project Representative III	\$ 110	
Resident Project Representative II	\$ 95	
Resident Project Representative I	\$ 80	

Effective January 1, 2021 – Schedule is subject to change



14 **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15 **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17 **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges; to include study of the previously unforeseen conditions or occurrences; such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18 **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19 **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA") Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20 **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA") If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21 **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to properly or correctly perform their work.

22 **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23 **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26 **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

NORTH CAROLINA
DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made and entered into this the 2 day of December, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, hereinafter referred to as "COUNTY", and Southern Touch Painting & Maintenance, Inc., a corporation duly authorized to do business in the State of North Carolina, hereinafter referred to as "CONTRACTOR".

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" hereinafter collectively referred to as "Services". Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to the work to be performed by CONTRACTOR pursuant to this Contract.

2. **TERM OF CONTRACT.** CONTRACTOR shall achieve Substantial Completion of all Services to be performed under this Contract no later than June 30, 2022, unless otherwise extended by mutual written agreement of the parties.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed SEVENTEEN THOUSAND DOLLARS (\$17,000.00) as full compensation for the satisfactory provision of Services under this Contract. It is hereby agreed by the parties that EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) will be advanced to CONTRACTOR upon execution of this Contract, to be used for the purchase of paint and other materials, with the balance of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) to be paid by COUNTY to CONTRACTOR upon completion of the Services and final inspection by COUNTY. CONTRACTOR shall submit an itemized invoice to the Services and final inspection by COUNTY. CONTRACTOR shall submit an itemized invoice to COUNTY upon request. A Purchase Order number may be assigned to encumber the funds associated with this Contract and, if so, must appear on all invoices and correspondence. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY, subject to final inspection and confirmation that all Services have been provided to the satisfaction of COUNTY.

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

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

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

NORTH CAROLINA
DUPLIN COUNTY

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state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

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

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

In the case that the Contract is terminated, CONTRACTOR shall refund to COUNTY any portion of the EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) advance payment that had not previously been expended for paint and materials. This refund is in addition to and does not alter any rights or remedies otherwise allowed under applicable law.

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

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

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

15. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(g).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

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

CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

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

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

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

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal,

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

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

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

Reviewed by Department Head

7/16/11 *Y. Smith*

Date Reviewed: 12-02-2021

CONTRACTOR

By

Printed Name:

Title:

DUPLIN COUNTY

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

2/2/17 *Kimberly*
Duplin County Finance Officer

By: *[Signature]*
Printed Name: *Davis H. Brinson*
Title: *Dec. 6, 2021*

ATTACHMENT 1" to follow

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

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

COUNTY OF DUPLIN
ATTN: Davis Brinson, County Manager
P.O. Box 950
Kenansville, NC 28349

CONTRACTOR: Southern Touch Painting & Maintenance, Inc.
ATTN: Roger Carroll
P.O. Box 838
Jacksonville, NC 28541

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

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

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

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

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

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

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SERVICES FOR THE AGED
REPORT OF SERVICES

PROGRAM	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21
INFORMATION/CONGREGATE							
Units of Service	3385	3043	2051	1346	1342	1205	1293
Clients Served	201	211	202	114	112	108	109
Home Visits	0	0	0	0	0	0	0
Outreach	0	0	0	0	0	0	0
# of volunteers	2	12	19	14	12	23	16
# of volunteer hrs	5	63	63	170	169	195	196
HOMEBASED MEALS							
Units of Service	1385	1530	2095	1625	2010	1530	1156
Clients Served	75	83	95	85	85	81	77
Waiting List	0	0	0	0	0	0	0
# of volunteers	0	0	0	17	31	25	21
# of volunteer hrs.	0	0	19	22	38	29	25
GENERAL TRANSPORTATION							
Units of Service	226	311	372	287	308	309	252
Clients Served	58	60	62	8	8	9	8
IN-HOME AIDE							
Units of Service	597	550	638	551	621	650	548
Clients Served	98	102	100	82	100	100	96
Waiting List	33	32	33	38	39	42	47
EMERGENCY							
# of cases	149	137	125	143	140	139	121
Clients Served	66	72	70	82	84	80	80
HOUSING & HOME IMPROVEMENT							
Units of Service	1	1	1	0	1	1	0
Waiting List	5	4	4	4	2	2	2
# of volunteer hrs.	54	36	36	0	11	10	0
# of volunteers	9	9	9	0	50	45	0
FAMILY CAREGIVER PROGRAM							
Persons served w/vouchers	3	0	0	0	2	1	0
INCENSENCE SUPPLIES							
Units of Service	4	4	23	0	0	2	0
Clients Served	1	1	3	0	0	1	0
FAK PROGRAM							
Fans given away	0	0	23	0	0	0	0
SENIOR CENTER PROGRAM							
Units of Service	0	32	70	68	106	81	86
Clients Served	0	12	7	15	15	16	18
# of volunteers	0	11	0	9	3	5	8
# of volunteer hrs.	0	45	0	11	6	8	17
TELEPHONE INSURANCE PROGRAM							
Units of Service	690	672	647	624	581	596	561
Clients Served	27	27	27	26	25	25	24
INFORMATION & REFERRAL							
Units of Service	34	23	20	24	11	13	28
Clients Served	34	23	20	24	11	13	31
TRAINING - EMPLOYEE							
Number of hours	0	0	20	0	5	31.5	0
Number of staff	0	0	4	0	5	17	0
INCOME TAX VOLUNTEER PROGRAM							
Number of hours	74	2	0	0	0	0	0
Number of staff	7	1	0	0	0	0	0
MEAL COST							
Meals Prepared	6030	4657	4878	3039	3005	2696	2737
Total Expenditures	\$ 34,316.61	\$ 24,863.03	\$ 24,413.78	\$ 19,446.25	\$ 19,361.59	\$ 17,148.12	\$ 19,610.91
Price per meal	\$ 5.69	\$ 5.34	\$ 5.00	\$ 6.40	\$ 6.44	\$ 6.36	\$ 7.17
FAMILY CAREGIVER - SUPPORT GROUP							

ATTACHMENT I
Scope of Services



P.O. Box 838
Jacksonville NC 28541

QUOTE

DATE November 3, 2021
EXPIRATION DATE 10 days

To: Robin Grotke
910-296-2149
Kenansville
Address: 411 South Main St

Scope of Work	LINE TOTAL
Price to pressure wash and paint exterior siding and trim including wooden shutters, front porch floor boards, rails, spindles, columns and ceiling after listed repairs are completed	
Scrape loose paint, sand and oil prime siding and trim prior to painting	
Pressure wash and clearcoat seal wooden ramp, steps, rails, spindles and posts	
Repairs	
Replace 2ft of damaged 1x6 fascia, 1x2 drip trim and soffit on left side of front porch	
Replace 2ft of damaged 1x2 drip trim on right rear corner of house	
Large amounts of loose paint on entire house	
Windows are wooden double hung	
TOTAL \$ 17,000.00	

THE QUOTE IS VALID FOR 10 DAYS AND REPAIRS

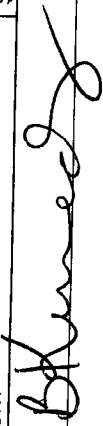
This is a quotation on the goods named, subject to the conditions noted below:
(Price is subject to change if a homeowner requests additional repairs not noted in this estimate.) This quote includes up to 3 colors. Additional colors will be \$150.00 PER COLOR. This quote covers labor, materials, and semi-gloss finish. A satin finish is an upgraded finish and we will adjust the price accordingly. If we are matching colors, and the colors change, additional cost will be added to the quote. Colors are not included in the exterior trim price. If gutters are selected to be painted by the painter, the quote will be updated with additional cost. Pressure washing, to prep for painting is a light wash to clean the surface of the home only. Once the project has been approved, adding additional repairs will result in the project taking longer than expected OR those repairs will be scheduled at a later date. Southern Touch will determine the best course of action PER project. The final balance of the originally approved scope of work due upon completion. To accept the quotation, sign here and return.

[Signature]

DUPLIN COUNTY ANIMAL SERVICES

Oct-21

CANINE ADOPTION FEE	\$	200.00
CANINE PULL FEE	\$	800.00
FELINE ADOPTION FEE	\$	-
FELINE PULL FEE	\$	40.00
FIRST OFFENSE CITATIONS 76-24402	\$	-
HORSE/GOAT FEE	\$	-
LONNIE'S ANGELS 72-22065	\$	330.00
RODENT/PIG/RABBIT/GUINEA PIG	\$	-
SECOND OFFENSE CITATION 76-24402	\$	-
THIRD OFFENSE CITATION 76-24402	\$	-
CANINE VOUCHER	\$	500.00
FELINE VOUCHER	\$	-
RABVAC	\$	175.00
BITE INVESTIGATION	\$	250.00
BOARDING FEE	\$	-
BUILDING FUND 4381-34345	\$	1,540.00
DANGEROUS ANNUAL	\$	-
GENERAL DONATION	\$	-
JUDGEMENTS 4380-34347	\$	-
MISC 10-3438-410	\$	-
OWNER SURRENDER EUTHANASIA	\$	50.00
OWNER SURRENDER FEE 10-3438-410	\$	10.00
OWNER SURRENDER PER LITTER	\$	-
OWNER SURRENDER TRANSPORT	\$	40.00
POTENTIALLY DANGEROUS ANNUAL	\$	-
RECLAIM FEE	\$	25.00
RECLAIM LIVESTOCK FEE	\$	-
VET FEES	\$	-
TOTAL AMOUNT	\$	3,960.00

SIGNATURE 

SIGNATURE _____

Persons served		7	4	3	6	4	3	3
GROCERY PICKUP								
Units of Service		0	0	0	0	0	0	0

Intake Detail Report

Print Date Monday, November 29, 2021

Duplin County
Animal Services
117 Middleton Cemetery Lane
Kenansville, NC 28349

Intake StartDate	10/1/2021 12:00 AM	Jurisdiction	All
Intake EndDate	10/31/2021 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

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Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA

Outcome Summary Report

Print Date Monday, November 29, 2021

Outcome StartDate	10/1/2021 12:00 AM	Outcome Type	All
Outcome EndDate	10/31/2021 11:59 PM	Outcome SubType	All
Species	All	Jurisdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed		Danger				Jurisdiction	TransferOut Reason	Outcome Date/Time	

Print Date **Monday, November 29, 2021**

Print Date **Monday, November 29, 2021**

<u>Case#</u>	<u>Case Category</u>	<u>Case Type</u>	<u>Case Date/Time</u>	<u>Case Status</u>	<u>Case Officer</u>	<u>Case Jurisdiction</u>	<u>Case Result</u>	<u>Case Result Date/Time</u>
<u>Case Reference #</u>		<u>Case SubType</u>	<u>Reported Date/Time</u>			<u>Patrol Area</u>	<u>Case Result By</u>	<u>Case Review Date/Time</u>

Print Date Monday, November 29, 2021

	2	1	3
	0	5	5
	59	5	64
	1	0	1
	0	2	2
	28	0	28
	13	0	13
	10	0	10
	2	0	2
	9	0	9

2	0	2
5	0	5
1	7	8
132	20	152

DUPLIN COUNTY COMMUNICATIONS	2021	2021	2021	2021	2021	2021
	November	October	September	August	July	June
TOTAL # OF ADDRESSING RECORDS	48,525	36,198	48,532	48,537	48,583	48,394
TOTAL # OF ROADS, LANES & STREETS	2078	2076	2074	2074	2073	2071
TOTAL # TELEPHONE CO RECORD CHANGES	3188	408	315	415	876	1005
KEYING ACTIVITY REPORT	101	191	177	193	457	212
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	167	19	15	18	41	45
NEW ADDRESS ASSIGNED	31	43	22	27	33	31
RESIDENTIAL	25	36	18	23	26	26
BUSINESS	0	0	0	1	1	1
FARMS	1	1	2	0	0	0
OTHER	5	6	4	3	8	4
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	0	3	24	4	4	2
ADDRESS CHANGED	0	4	2	2	4	0
ROAD SIGNS INSTALLED OR REPAIRED	151	172	156	119	173	125
ROAD SIGNS MADE IN HOUSE	54	39	25	28	35	44
POST TAKEN FROM INVENTORY	4	10	5	5	12	3
AT NUMBERS (INTERSECTIONS)	63	70	68	56	82	66
MAPS MADE IN HOUSE	2	1	4	22	5	3
CENTERLINE WORK	15	4	4	3	3	15
DDRESS POINTS	34	27	39	32	34	43
NUMBER OF 911 CALLS	6469	6900	6875	7323	7511	7453
Submitted by Melissa B Kennedy, December 1, 2021						

[illegible]

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Name and Number of calls Dispatched through Communications													
MD1	0	2	1	0	0	2	0	2	0	1	0		8
EMS 1	13	8	9	13	12	16	11	16	10	17	9		134
EMS 2	4	6	5	2	8	8	5	4	3	6	3		54
EMS 3	84	51	53	56	83	82	103	88	66	85	72		823
EMS 10	0	0	0	0	0	0	0	0	0	0	0		0
EMS 20	0	0	0	0	0	0	0	0	0	0	0		0
EMS 30	0	0	0	0	0	0	0	0	0	0	0		0
EMS 40	0	0	0	0	0	0	0	0	0	0	0		0
MED1 Warsaw	133	110	124	114	123	112	154	140	138	124	132		1404
MED2 Wallace	172	119	145	155	184	130	176	187	169	140	143		1720
MED3 Chinguapin	104	74	73	105	95	75	85	121	95	95	83		1005
MED4 Calypso	62	47	61	43	76	60	71	84	67	63	61		695
MED5 Beulaville	128	106	125	137	120	118	128	152	150	150	130		1444
MED6 Pleasant Grove	59	44	56	44	54	59	68	81	77	55	58		655
MED7 Rose Hill	143	119	144	147	150	141	126	186	155	124	129		1564
MED8 Kenansville	104	74	83	85	104	109	117	131	130	133	101		1171
MED9 (Spare)	0	9	1	0	0	0	0	4	1	2	2		19
MED 10 (Spare)	0	0	4	0	0	0	0	0	0	0	0		4
MED 11 (Spare)	0	0	0	0	0	0	0	0	0	0	0		0
	1006	769	884	901	1009	912	1044	1196	1061	995	923	0	10700
ES/FIRE MARSHAL													
FM 1	2	7	4	9	10	11	12	6	5	6	6		78
FM 2	10	10	18	8	31	22	11	16	15	11	9		161
FM 3	6	12	9	9	16	14	12	6	8	10	7		109
FM 4	0	0	0	0	0	0	0	0	0	1	0		1
ES OCA	11	19	22	20	42	40	26	22	22	19	18		261
CAD TOTALS	6960	6158	6665	6833	7280	7453	8413	7323	6875	6900	6469		77329
911 Trunk calls	2738	2414	2897	2975	3314	3223	2764	3507	2980	3091	2924		32827
Admin Line Calls	5913	5508	5900	6158	6665	6685	4747	5629	4429	4783	4938		61355
Total Phone calls	8651	7922	8797	9133	9979	9908	7511	9136	7409	7874	7862		94182

Maintenance Type	Solid Waste Disposal		Total Cost		Part Cost		Labor Cost	
	Part Cost	Labor Cost	Part Cost	Labor Cost	Part Cost	Labor Cost	Part Cost	Labor Cost
Brakes & Rotors			1498.65		1305.26	193.39		
Def Refuel	406.89		473.59		473.59			
Diesel Truck Service	1042.67	386.77	1429.44		1042.67	386.77		
Diesel Equipment Service			245.43		213.2	32.23		
Garage Road Call			222.42		190.19	32.23		
General Repair	6649.17	660.79	9858.93		8972.51	886.42		
Oil Change/Service			2271.31		1562.2	709.11		
Outside Repairs	41412.07		42462.12		42462.12			
Alignment Only	455		455		455			
Parts Only	538.35		680.85		680.85			
State Inspection			41.59	32.24	9.35			
Tire Change	2438.41	128.96	8470.55	193.44	8277.11			
Tire Repair			0.58		0.58			
Wrecker Call			150		150			
Strip Vehicle								
Total	52942.56	1176.52	68260.46	2465.83	65794.63			

[illegible]

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Parts Cost Total Cost

Parts Cost Total Cost

0

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