

**BOARD OF COUNTY COMMISSIONER'S MEETING****Monday, February 7th, 2022****224 Seminary Street****Kenansville, NC 28349**

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, February 7th, 2022 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

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

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Thompson. 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

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the minutes of the January 24th, 2022 special called meeting of the Board of Commissioners as presented.

REGULAR MEETING AGENDA**CONSENT AGENDA**

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report, Corrected Tax and Solid Waste Releases- #19046-19110; Tax and Solid Waste Releases- #19111-19169; Request to Appoint Ms. Penny Thorne to the Juvenile Crime Prevention Council (JCPC) as a County Commissioner at-large appointee; Flood Buyout Property Lease and Maintenance Agreement between Duplin County and EP Farms, LLC.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA**Public Comments**

Mr. Timothy Glaspie, signed up for public comments prior to the meeting but never appeared at the meeting.

End Public Comments

Mr. Frankie Wood, Duplin County Engineering Technician with NC Department of Transportation (NCDOT) appeared to introduce the new NCDOT County Maintenance Engineer for Duplin County, Daniel Jones. Davis H. Brinson, County Manager/Clerk to the Board then appeared before the Board along with Mr. Wood and Mr. Jones to receive any road/highway concerns from the members of the Board and/or the general public so he may convey those concerns to the NC Department of Transportation (NCDOT). Ms. Joyce Pearsall expressed a concern regarding the shoulder of US 117 south of Warsaw washing and Dr. Wesley Boykin requested that NCDOT investigate solutions to drainage issues on West Hill Street in the Town of Warsaw near the First Baptist Church.

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request a public hearing to be scheduled on March 7th, 2022 to receive public comments regarding a request from Clifton Murphy to name a lane at 169 Old NC 24 Hwy.; Beulaville N.C.; in the Limestone Township: Honey Bee Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to approve the request to schedule a public hearing to receive public comments regarding a request from Clifton Murphy to name a lane at 169 Old NC 24 Hwy.; Beulaville N.C.; in the Limestone Township: Honey Bee Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to recognize employees with twenty (20) and twenty-five (25) years of service with Duplin County Government. The following employees had attained either twenty (20) or twenty-five (25) years of service with Duplin County Government and were recognized by their respective Department Heads; the County Manager and the Board of Commissioners for their dedication to the citizens of Duplin County.

20 Years—Rose M. Kornegay, Health Department Public Health Nurse III
Terri S. Lanier, Tax Administration Tax Assistant II
Gwenda S. Swann, Department of Social Services Public Information. Asst. IV
Serita L. Southerland, Department of Social Services Social Work Supervisor III

25 Years—Phyllis W. Drafts, Department of Social Services Social Worker III
Annie R. Murrell, Department of Social Services Social Work Supervisor III
Stella K. Simpson, Department of Social Services Child Support Agent II

Joe McKemey, Professional Engineer with McDavid Associates, Inc. appeared before the Board on behalf of the Water Department, to request the authorization to advertise a project for the receipt of proposals using American Rescue Plan Act (ARPA) funds for the construction of Supervisory Control and Data Acquisition (SCADA) System Improvements for the Duplin County Water System. Plans and specifications have been prepared to replace the existing Duplin County Water SCADA System. The project is ready to be advertised for the receipt of proposals. The Board previously authorized American Rescue Plan Act (ARPA) funds to be used for this project. Preliminary cost was estimated to be \$1,621,000 as shown on a cost estimate provided to the members of the Board prior to the meeting.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to authorize McDavid Associates, Inc. to advertise the Duplin County Water Department's SCADA System Improvements Project for the receipt of proposals.

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request the acceptance of \$500,000 from the NC Department of Agriculture and Consumer Services (NCDA&CS) to fund additional paving needs at the Duplin County Events Center. The Board was advised that the NCDA&CS had forwarded a notification of funding offer and a contract for the County to receive the funds which will be allocated in two separate payments on February 26th, 2022 and May 26, 2022. The funds will have to be expended by June 30, 2023. Once the funding is received, the County Manager and staff will secure a firm to design the project which will then be bid out for construction. It is anticipated that the project will take six (6) to twelve (12) months to complete once funding is received. Acceptance of funding requires no County match because this is an outright grant.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to accept the state appropriation grant in the amount of \$500,000 from the North Carolina Department of Agriculture and Consumer Services to fund additional paved parking at the Duplin County Events Center; to approve the grant contract; to approve the associated budget amendment and to designate the County Manager as the authority authorized to sign grant related documents.

Matthew Barwick, Director of Emergency Management/Fire Marshal appeared before the Board to request the acceptance of the supplemental NC Emergency Management Performance Grant to support planning and operations during the COVID-19 Pandemic. The NC Department of Public Safety's Division of Emergency Management has awarded the Duplin County Emergency Management Office a grant in the amount of \$12,695.45 to fund projects related to public health and emergency management activities supporting the prevention of, preparation for, and response to the Coronavirus Disease of 2019 (COVID-19 public health emergency).

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the acceptance of a NC Emergency Management Performance Grant to support planning and operations during the COVID-19 Pandemic in the amount of \$12,695.45 and the associated budget amendment.

Laura Jones, County Librarian, appeared before the Board to request the adoption of a Digital Inclusion Plan. The proposed Digital Inclusion Plan had been developed using demographic data about Duplin County and information gathered through mail-in and on-line surveys. Duplin County households had the opportunity to share pertinent information about the quality and/or lack of adequate high-speed broadband in their homes. Any future funding opportunities will require a Digital Inclusion Plan for consideration of grants. The Board was advised that this plan meets that criteria.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to accept and approve the Duplin County Digital Inclusion Plan to be used to make application for future grants designed to bring broadband connectivity and digital equity to the County.

Elizabeth Stalls, County Planner, appeared before the Board regarding the sale of surplus property Parcel No. 10-E005 located at 648 Cornwallis Road; Teachey, N.C.; in the Rockfish Township known as the Duff Creek Community Center property. The property was advertised for upset bid on January 13, 2022, and bids were collected for a 10-day upset bid period until 5:00 pm on January 24, 2022. The highest bid received during the upset bid period was submitted on January 18, 2022, in the amount of \$100,000.00 by Church Iglesia Sinai Nuevo Renacer of Wallace, accompanied by the required 5% deposit. County Planner, Elizabeth Stalls, requested that the bid be accepted

and advertised for upset bids. The Board was advised that it may accept the bid and go through the process of selling this property as set forth in N.C. Gen. Stat. § 160A-269 or it may reject the bid.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept the bid of \$100,000.00 from Church Iglesia Sinai Nuevo Renacer of Wallace for surplus property Parcel No. 10-E005 located at 648 Cornwallis Road, Teachey, N.C.; Rockfish Township known as the Duff Creek Community Center property and advertise for upset bids pursuant to N.C. General Statute § 160A269.

Gary Rose, Tax Administrator, appeared before the Board to report on the delinquent taxes for the 2021 tax year as required by NC General Statute. Duplin County's delinquent taxes for 2021 were reported to be \$2,435,987.56 out of the original levy of \$30,814,640.23. The Board of Commissioners is required to order that the Tax Collector be authorized to advertise the unpaid taxes in the local newspaper to notify taxpayers of delinquent real estate and personal property taxes that are subject to enforced collection action(s). Mr. Rose also requested such authorization.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to order the Duplin County Tax Collector to advertise the 2021 delinquent taxes in the Duplin Times Newspaper to notify taxpayers of delinquent real estate and personal property taxes that are subject to enforced collection action(s).

Brandon McMahon, Emergency Medical Services (EMS) Director, appeared before the Board to present and request approval of a plan to incentivize current Emergency Medical Technicians (EMT) to train for their paramedic certification. In return, the Paramedic will sign a commitment to work for Duplin County for two (2) years, in order to retain their incentive, per an educational incentive and reimbursement agreement they will sign. The newly trained paramedics will receive \$1,500.00 when they pass their state examination and a second \$1,500.00 once they pass their oral boards with the EMS medical director. The two (2) year commitment will start from the day they pass their oral boards and are credentialed to practice as a paramedic in Duplin County under the medical director's license. Only a maximum of eight (8) EMT employees will be allowed to participate in the incentive program at any given time.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the EMS Career Advancement Plan and the Duplin County Educational Incentive and Reimbursement Agreement for prospective paramedic candidates.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request the acceptance of ARPA (American Rescue Plan Act) COVID-19 School Health Team Workforce funding on behalf of the Health Department. The ARPA COVID-19 School Health Team Workforce Agreement Addendum provides temporary funding for the Local Health Department to support school nurse and/or other school health serving positions (e.g., health educator, school mental health professional, school social worker) to provide services to students. People in those positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 support and response in schools. Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to accept the American Rescue Plan Act COVID-19 School Health Team Workforce AA 620 Funding in the amount of \$195,240.00 on behalf of the Duplin County Health Department and to approve the associated budget amendment.

Davis Brinson, County Manager/ Clerk to the Board appeared before the Board to discuss the Duplin County Health Department's leaking roof. Mr. Brinson advised that the water penetration has caused some damage to ceiling tile grid systems, ceiling tiles, sheet rock, carpeting, furniture, etc. In the past, in order to try and address the water penetration of the roofing system, both the County Maintenance /Facilities Dept. and contractors hired by the County have applied sealants and taken other measures in an attempt to stop the leaks, without success. At the request of the County Manager and Asst. County Manager, Engineer Jerry W. Moorfield, Professional Engineer, has conducted a preliminary inspection of the roofing system and suggested a water test be undertaken in an attempt to identify the source of the leaks. This test was carried out by our Maintenance/Facilities Dept. but it failed to identify the source. Therefore, Mr. Moorfield has determined that the only adequate measure that can be undertaken at this point to properly address the existing leaks, and the improper installation of the original metal roof system, is to replace the entire roof with a standing seam metal roofing system. The County Manager stressed to the Board that in order to eliminate the risk of further structural damage, we should proceed with this project as soon as possible. The proposal from Moorefield Engineering, PC for the evaluation, re-roofing planning, creation of specification, and bidding services is \$14,850.00 and another \$5,500.00 for construction administration once the project is funded for a total of \$20,350.00. It is important to note that the removal of the existing roof and installation of the new roof system will have to be accomplished while the building remains open and operational.

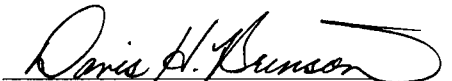
Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to accept the consulting engineering design services proposal from Moorefield Engineering, PC Structural Engineers in an amount not exceeding \$20,350.00 for the re-roofing of the Duplin County Health Department Building; to approve the Service Contract and the associated budget amendment.

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

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to go out of open session and into closed session pursuant to N.C.G.S. 143-318.11 (a) (3) Legal Matters; N.C.G.S. 143-318.11 (a) (5) (i) Possible Acquisition of Real Property; and N.C.G.S. 143-318.11 (a) (5) (i) Possible Sale of Real Property.

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

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to recess until Friday, February 18th, 2022 at 9:00 a.m. for a Board of County Commissioners Board Retreat meeting in the Conference Room of the Duplin County Airport, located at 260 Airport Road, Kenansville, NC.


Davis H. Brinson
Clerk to the Board

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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	07	253	BUA	01/18/2022	01/18/2022	020722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	4920	43110					T				100.00	
2	4920	44910					T		100.00			
							** 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	07	300	BUA	01/19/2022	01/19/2022	020722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	4370	43520					T	REPAIRS & MAINTENANCF EQUIPME	4,000.00		4,000.00	
2	4370	43510					T	REPAIRS BUILDING AND GROUNDS			46.09	
3	4110	43250					T	POSTAGE			500.00	
4	4110	41990					T	PROFESSIONAL SERVICES	46.09			
5	4110	43540					T	SOFTWARE MAINTENANCE	500.00			
6	4110	43910					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	07	306	BUA	01/19/2022	01/19/2022	020722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
							ACCOUNT DESCRIPTION					
1	4320	41966					T	INMATE HOUSING COUNTY				7,000.00
2	4320	43510					T	REPAIRS BUILDING AND GROUNDS			7,000.00	
** 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	07	514	BUA	01/31/2022	01/31/2022	020722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION			DEBIT	CREDIT
								ACCOUNT DESCRIPTION				OB
1	6110	45600					T					1,706.80
2	6110	45610					T	BOOKS			1,706.80	
3	4330	43300					T	BOOKSLAW				800.00
4	4330	41990					T	UTILITIES				700.00
5	4340	42980					T	PROFESSIONAL SERVICES			1,000.00	
6	4340	44910					T	PROGRAM SUPPLIES			200.00	
7	4330	44910					T	DUES AND SUBSCRIPTIONS			300.00	
8	4320	41966					T	DUES AND SUBSCRIPTIONS				7,000.00
9	4320	43510					T	INMATE HOUSING COUNTY			7,000.00	
10	4350	49911					I	REPAIRS BUILDING AND GROUNDS				4,160.00
11	4350	42500					T	RESTRICTED TO BLD INSPSL 20151			4,000.00	
12	4350	43540					I	VEHICLE GASOLINE			160.00	
13	6130	41990					T	SOFTWARE MAINTENANCE				500.00
14	6130	40184					T	PROFESSIONAL SERVICES			100.00	
15	6130	43510					T	Life Insurance			400.00	
16	4530	43520					T	REPAIRS BUILDING AND GROUNDS				16.00
17	4530	42490					T	REPAIRS & MAINTENANCE EQUIPM			16.00	
18	7400	42980					T	VEHICLE SUPPLIES				677.00
19	7400	44300					T	PROGRAM SUPPLIES			677.00	
20	4320	41966					T	RENT				5,000.00
21	4310	41990					T	INMATE HOUSING COUNTY			5,000.00	
							T	PROFESSIONAL SERVICES				



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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	07	514	BJA	01/31/2022	01/31/2022	020722	chelsey.lanier	1	N	hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
22	4920	43110					TRAVEL		250.00			
23	4920	44910					DUES AND SUBSCRIPTIONS	250.00				
24	4920	43110					TRAVEL		100.00			
25	4920	42600					OFFICE SUPPLIES	100.00				
** 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	07	521	BJA	01/31/2022	01/31/2022	020722	chelsey.lanier	1	N	hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4948	43250					POSTAGE		5.00			
2	4948	42500					VEHICLE GASOLINE		5.00			
3	4948	44910					DUES AND SUBSCRIPTIONS		65.00			
4	4948	42100					HOUSEKEEPING	75.00				
** JOURNAL TOTAL								0.00	0.00			
** GRAND TOTAL								0.00	0.00			

5 Journals printed

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

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JANUARY 18, 2022

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
19046	MYRLE BERINGER AND WIFE	09	079		2021	0478400	\$ 46.29	\$ 1.29	\$ 40.14		\$ 8.77		\$ 96.49	BUSINESS CLOSED 2020
19047	BURCH EQUIPMENT LLC	02			2021	100002572	\$ 67.15	\$ 1.84					\$ 69.23	CORRECTED BUSINESS LISTING
19048	GARLAND WADE BROCK	13		021	2021	1398300				\$ 1.40			\$ 1.40	PROPERTY NOT IN FIRE DISTRICT
19049	JOSE LUIS CREVANTES	04		001	2021	6497169	\$ 19.38	\$ 0.54		\$ 1.36	\$ 2.13	\$ 90.00	\$ 113.41	SWMH DOUBL LISTED
19050	JOSE LUIS CREVANTES	04		001	2020	6497169	\$ 20.74	\$ 0.58		\$ 1.45	\$ 2.28	\$ 90.00	\$ 115.05	SWMH DOUBL LISTED
19051	JOSE LUIS CREVANTES	04		001	2019	6497169	\$ 22.88	\$ 0.64		\$ 1.60	\$ 2.51	\$ 90.00	\$ 117.63	SWMH DOUBL LISTED
19052	JOSE LUIS CREVANTES	04		001	2018	6497169	\$ 25.24			\$ 1.77	\$ 2.70	\$ 90.00	\$ 119.71	SWMH DOUBL LISTED
19053	CHIAPEL HILL SUBWAY GROUP LLC	07			2020	1792502	\$ 374.02	\$ 10.46			\$ 38.45		\$ 422.93	BILLED TWICE IN ERROR
19054	DONALD G CHAGE AND WIFE	08		005	2021	1798200	\$ 73.90	\$ 2.07		\$ 5.17			\$ 81.14	CORRECTED PERSONAL PROPERTY LISTING
19055	JEANE TIL W COFIELD	01		007	2021	1881000	\$ 178.75	\$ 5.00		\$ 17.50			\$ 201.25	LATE ELDERLY EXEMPTION APPROVED
19056	EVERETT REZ ESCALANTE AND WIFE	02			2021	2558469						\$ 90.00	\$ 90.00	SWF BILLED IN ERROR
19057	JAMES EDWARD FARRIOR	13		021	2020	2745450	\$ 248.11	\$ 6.94		\$ 24.29			\$ 279.34	DWMH DOUBL LISTED
19058	JAMES EDWARD FARRIOR	13			2020	2745450	\$ 248.11	\$ 6.94					\$ 255.05	DWMH DOUBL LISTED
19059	JAMES EDWARD FARRIOR	13			2019	2745450	\$ 248.11	\$ 6.94					\$ 248.11	DWMH DOUBL LISTED
19060	JAMES EDWARD FARRIOR	13			2018	2745450	\$ 248.11						\$ 241.17	DWMH DOUBL LISTED
19061	JAMES EDWARD FARRIOR	13			2017	2745450	\$ 241.17						\$ 241.17	DWMH DOUBL LISTED
19062	BLTTY GALIANO	09		079	2021	1062811	\$ 302.80	\$ 8.47	\$ 262.57				\$ 573.84	LATE ELDERLY EXEMPTION APPROVED
19063	NERY GONZALEZ	05		006	2021	10003191	\$ 14.10	\$ 0.40		\$ 1.50	\$ 1.62	\$ 90.00	\$ 107.82	LATE IN ERROR
19064	MILTON RAY GRADY	13		021	2021	3245913				\$ 0.35			\$ 0.35	NOT IN FIRE DISTRICT
19065	MILTON RAY GRADY	13		021	2021	3245751				\$ 2.31			\$ 2.31	NOT IN FIRE DISTRICT
19066	GLENDIA FAYE HERRING	01		001	2021	3820384	\$ 46.05	\$ 1.29		\$ 1.22	\$ 4.06		\$ 55.62	PERSONAL PROPERTY DOUBL LISTED
19067	MARTIN L HERRING & OTHERS	09		071	2021	3851300	\$ 107.61	\$ 3.01	\$ 45.15				\$ 155.77	LATE ELDERLY EXEMPTION APPROVED
19068	CLEVELAND KFFLY	08		010	2021	4786209	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	LATE VETERAN EXEMPTION APPROVED
19069	JEANNE F KING	01			2021	4979721						\$ 90.00	\$ 90.00	DWMH EMPTY SINCE 6-2019
19070	KUKI KAPPERS INC	09			2021	5100648						\$ 90.00	\$ 90.00	BI SINESS CLOSED 9-2018
19071	HARRY K LANIER AND WIFE	10			2021	5895845	\$ 13.48						\$ 495.39	BOARD APPROVED LATE LAND USE APP
19072	HARRY K LANIER AND WIFE	10			2021	5105349	\$ 233.86	\$ 74.88					\$ 546.84	BOARD APPROVED LATE LAND USE APP
19073	LEAR CORPORATION	13		001	2021	000001913	\$ 130.94	\$ 94.61		\$ 260.23			\$ 3,757.80	CORRECTED APP VALUE
19074	MARSHBURN'S INC	09			2021	5102240	\$ 27.15	\$ 0.70					\$ 25.85	PERSONAL PROPERTY DOUBL LISTED
19075	DANIEL J MCQUEEN AND WIFE	09	079		2021	5763447	\$ 321.75	\$ 9.00	\$ 27.90				\$ 358.65	LATE VETERAN EXEMPTION APPROVED
19076	CAROLYN B MERRITT	13			2021	5814745						\$ 90.00	\$ 90.00	HOUSE EMPTY FOR 5 YEARS
19077	PAMELA R MOZINGO & LONNIE G ROUSE	05		006	2021	010002582	\$ 395.40	\$ 11.06		\$ 38.18			\$ 444.64	BOARD APPROVED LATE LAND USE APP
19078	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297690	\$ 216.65	\$ 6.06		\$ 21.21			\$ 243.92	BOARD APPROVED LATE LAND USE APP
19079	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297690	\$ 40.76	\$ 1.14		\$ 3.99			\$ 45.89	BOARD APPROVED LATE LAND USE APP
19080	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297692	\$ 90.09	\$ 2.52		\$ 8.82			\$ 101.43	BOARD APPROVED LATE LAND USE APP
19081	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297692	\$ 50.05	\$ 1.40		\$ 4.90			\$ 56.35	BOARD APPROVED LATE LAND USE APP
19082	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297692	\$ 52.91	\$ 1.48		\$ 5.18			\$ 59.57	BOARD APPROVED LATE LAND USE APP
19083	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297695	\$ 4.29	\$ 0.12		\$ 0.42			\$ 4.83	BOARD APPROVED LATE LAND USE APP
19084	JOHN J MURRAY JR	09			2021	6297696	\$ 8.58	\$ 0.24					\$ 8.82	BOARD APPROVED LATE LAND USE APP
19085	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297699	\$ 181.61	\$ 5.08		\$ 17.78			\$ 204.47	BOARD APPROVED LATE LAND USE APP
19086	JOHNNIE J MURRAY JR	09		011	2021	6297699	\$ 122.27	\$ 3.42		\$ 11.97			\$ 137.66	BOARD APPROVED LATE LAND USE APP
19087	JAMES T PICKETT AND WIFE	07			2021	6821446						\$ 90.00	\$ 90.00	NO DWELLING ON PROPERTY
19088	JOHN C PRIDGEN III TRUSTEE	02		007	2021	7075249	\$ 15.02	\$ 0.42		\$ 1.47			\$ 16.91	ACREAGE CORRECTION
19089	JOHN C PRIDGEN III TRUSTEE	02		007	2020	7075249	\$ 15.02	\$ 0.42		\$ 1.47			\$ 16.91	ACREAGE CORRECTION
19090	JOHN C PRIDGEN III TRUSTEE	02		007	2019	7075249	\$ 15.02	\$ 0.42		\$ 1.47			\$ 16.91	ACREAGE CORRECTION
19091	JOHN C PRIDGEN III TRUSTEE	02		007	2018	7075249	\$ 15.02			\$ 1.32			\$ 16.14	ACREAGE CORRECTION
19092	JOHN C PRIDGEN III TRUSTEE	02		007	2017	7075249	\$ 15.02			\$ 1.32			\$ 15.92	ACREAGE CORRECTION
19093	CHARLES DWAIN QUINN	07		004	2021	7101270	\$ 28.60	\$ 0.80		\$ 1.83	\$ 1.12	\$ 180.00	\$ 214.35	BILLED 2 SWMH IN ERROR
19094	CHARLES DWAIN QUINN	07		004	2020	7101270	\$ 29.10	\$ 0.81		\$ 1.86	\$ 3.18	\$ 180.00	\$ 214.95	BILLED 2 SWMH IN ERROR
19095	CHARLES DWAIN QUINN	07		004	2019	7101270	\$ 30.75	\$ 0.86		\$ 1.97	\$ 3.16	\$ 180.00	\$ 216.94	BILLED 2 SWMH IN ERROR

CORRECTED COPY

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JANUARY 18, 2022

[illegible]

JB 1-31-22
BS 1-31-22

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE FEBRUARY 7, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN	TAX	FIRE DISTRICT	LATE LST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
19111	JEOVANY G GAUTISTA AND WIFE	05			2021	0387319	\$ 2.15	\$ 0.06			\$ 0.15	\$ 0.24	\$ 90.00	\$ 90.00	BILLED TWICE IN ERROR
19112	JOHN MICHAEL BRATCHER	07		14	2021	0969115	\$				\$		\$	\$ 2.60	BOAT DISPOSED OF 2020
19113	JOYCE SMITH DAIL	06			2021	2123630	\$				\$		\$	\$ 90.00	NO DWELLING ON PROPERTY
19114	JESSE RAY DELK	09		18	2021	2254130	\$ 27.08	\$ 0.76			\$ 2.65	\$ 3.05	\$ 90.00	\$ 90.00	SOLD BOAT & TRAILER IN 2019
19121	JESSE RAY DELK	09		18	2020	2254130	\$ 27.08	\$ 0.76			\$ 2.65	\$ 3.05	\$ 90.00	\$ 90.00	SOLD BOAT & TRAILER IN 2019
19115	DUPLIN COUNTY	09			2021	010002479								\$	
19116	DUPLIN COUNTY	07			2021	010001958								\$ 90.00	BILLED IN ERROR
19117	DAISY JEAN FARRIOR	03		19	2021	2732275	\$ 14.30	\$ 0.40			\$ 1.40		\$ 90.00	\$ 90.00	BILLED IN ERROR
19118	DAISY JEAN FARRIOR	03			2020	2732275	\$ 14.66	\$ 0.41			\$	\$ 1.61	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19119	DAISY JEAN FARRIOR	03			2020	2732275	\$ 16.16	\$ 0.45			\$	\$ 1.51	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19120	DAISY JEAN FARRIOR	03			2018	2732275	\$ 17.73				\$	\$ 1.66	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19122	DAISY JEAN FARRIOR	03			2017	2732275	\$ 19.11				\$	\$ 1.77	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19123	DAISY JEAN FARRIOR	03			2016	2732275	\$ 22.12				\$	\$ 1.91	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19124	DAISY JEAN FARRIOR	03			2015	2732275	\$ 24.53				\$	\$ 2.21	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19125	DAISY JEAN FARRIOR	03			2014	2732275	\$ 26.57				\$	\$ 2.45	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19126	DAISY JEAN FARRIOR	03			2013	2732275	\$ 28.34				\$	\$ 2.66	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19127	DAISY JEAN FARRIOR	03			2012	2732275	\$ 31.03				\$	\$ 2.89	\$ 90.00	\$ 90.00	SW SOLD AND MOVED OUT OF COUNTY
19128	CINDY SMITH GRADY	05		06	2021	10002880	\$ 20.04	\$ 0.36		\$ 2.10	\$	\$ 2.27	\$ 90.00	\$ 90.00	SOLD BOAT 2016
19129	CAROL S ALBERTO GURRALO	01		07	2021	3399019	\$ 181.61	\$ 5.08		\$ 17.78	\$		\$ 90.00	\$ 294.47	DWMH GONE 2017
19130	CAROL S ALBERTO GURRALO	01		07	2020	3399019	\$ 181.61	\$ 5.08		\$ 17.78	\$		\$ 90.00	\$ 294.47	DWMH GONE 2017
19131	CAROL S ALBERTO GURRALO	01		07	2019	3399019	\$ 181.61	\$ 5.08		\$ 17.78	\$		\$ 90.00	\$ 294.47	DWMH GONE 2017
19132	CAROL S ALBERTO GURRALO	01		07	2018	3399019	\$ 176.56			\$ 16.00	\$		\$ 90.00	\$ 282.56	DWMH GONE 2017
19133	FRANCES HALL	01			2021	3453100	\$ 18.59	\$ 0.32					\$ 90.00	\$ 110.58	SW REPLACED WITH DW 2020
19134	FRANCES HALL	01			2020	3453100	\$ 18.59	\$ 0.32					\$ 90.00	\$ 110.58	SW REPLACED WITH DW 2020
19135	NANCY LANIER	07		04	2021	5239750	\$ 14.30	\$ 0.40		\$ 0.92	\$ 0.92	\$ 1.47	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19136	NANCY LANIER	07		04	2020	5239750	\$ 14.30	\$ 0.40		\$ 0.92	\$ 0.92	\$ 1.56	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19137	NANCY LANIER	07		04	2019	5239750	\$ 14.30	\$ 0.40		\$ 0.92	\$ 0.92	\$ 1.56	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19138	NANCY LANIER	07		04	2018	5239750	\$ 14.30	\$ 0.40		\$ 0.92	\$ 0.92	\$ 1.52	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19139	NANCY LANIER	07		04	2017	5239750	\$ 13.90			\$ 0.92	\$ 0.92	\$ 1.48	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19140	NANCY LANIER	07		04	2016	5239750	\$ 14.60			\$ 0.92	\$ 0.92	\$ 1.55	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19141	NANCY LANIER	07		04	2015	5239750	\$ 14.60			\$ 0.92	\$ 0.92	\$ 1.55	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19142	NANCY LANIER	07		04	2014	5239750	\$ 14.60			\$ 0.92	\$ 0.92	\$ 1.55	\$ 90.00	\$ 90.00	SW DESTROYED 2014
19143	LINDA LUCAS	01		12	2021	5423402	\$ 43.62	\$ 1.22		\$ 3.97	\$		\$ 90.00	\$ 48.81	OFFICE DOUBLE LISTED
19144	LINDA LUCAS	01		12	2020	5423402	\$ 43.62	\$ 1.22		\$ 3.97	\$		\$ 90.00	\$ 48.81	OFFICE DOUBLE LISTED
19145	LINDA LUCAS	01		07	2019	5423402	\$ 43.62	\$ 1.22		\$ 4.27	\$		\$ 90.00	\$ 49.11	OFFICE DOUBLE LISTED
19146	LINDA LUCAS	01		07	2018	5423402	\$ 43.62			\$ 3.84	\$		\$ 90.00	\$ 47.46	OFFICE DOUBLE LISTED
19147	LINDA LUCAS	01		07	2017	5423402	\$ 42.40			\$ 3.84	\$		\$ 90.00	\$ 46.24	OFFICE DOUBLE LISTED
19148	KEITH STERLING LUND	13		03	2021	5425308	\$ 18.59	\$ 0.32		\$ 1.43	\$ 2.05	\$ 2.05	\$ 90.00	\$ 112.59	SW DESTROYED
19149	KEITH STERLING LUND	13		03	2020	5425308	\$ 19.88	\$ 0.36		\$ 1.53	\$ 2.20	\$ 2.20	\$ 90.00	\$ 114.17	SW DESTROYED
19150	KEITH STERLING LUND	13		03	2019	5425308	\$			\$			\$ 90.00	\$ 90.00	SW DESTROYED
19151	JILL OUTLAW	05			2021	010002695	\$ 594.88	\$ 16.64		\$ 63.40	\$		\$ 90.00	\$ 763.92	BILLED IN ERROR
19152	MADISON ALYSE PHILLIPS	01		05	2021	010002560	\$			\$			\$ 90.00	\$ 90.00	VACANT LAND
19153	RADICAL ROOTS	13		11	2021	7176487	\$ 3.58	\$ 0.10		\$ 0.35	\$ 0.40		\$ 90.00	\$ 90.00	MULTI YEAR TAG SOLD 2012
19154	RADICAL ROOTS	13		11	2020	7176487	\$ 3.58	\$ 0.10		\$ 0.35	\$ 0.40		\$ 90.00	\$ 90.00	MULTI YEAR TAG SOLD 2012
19155	RADICAL ROOTS	13			2019	7176487	\$ 3.58	\$ 0.10		\$ 0.37	\$		\$ 90.00	\$ 4.05	MULTI YEAR TAG SOLD 2012
19156	RADICAL ROOTS	13			2018	7176487	\$ 3.58			\$ 0.36	\$		\$ 90.00	\$ 3.94	MULTI YEAR TAG SOLD 2012
19157	RADICAL ROOTS	13			2017	7176487	\$ 3.48			\$ 0.35	\$		\$ 90.00	\$ 3.83	MULTI YEAR TAG SOLD 2012
19158	RADICAL ROOTS	13			2016	7176487	\$ 3.65			\$ 0.37	\$		\$ 90.00	\$ 4.02	MULTI YEAR TAG SOLD 2012
19159	RADICAL ROOTS	13			2015	7176487	\$ 3.65			\$ 0.37	\$		\$ 90.00	\$ 4.02	MULTI YEAR TAG SOLD 2012
19160	FRNANDO SANCHEZ	01			2021	7663235	\$ 207.35	\$ 5.80		\$ 0.37	\$		\$ 90.00	\$ 303.15	DWMH GONE 2020

000550

Application for Appointment to a Duplin County, NC --- Board, Commission or Committee

Date April 4, 2021

Name Penny F. Thorne

Address 123 Currie Street

City Wallace

State North Carolina

Zip Code 28466

Telephone (910) 271-5363

Email moneypenny327@gmail.com

Interested in being appointed to:

Juvenile Crime Prevention Council
Jury Commission
Eastern Carolina Human Services Agency, Inc.

Qualifications:

I have a Bachelor of Science in Criminal Justice with a Minor in Psychology. I have worked as an educator in Middle School Mathematics for over eight years. I worked with young adolescents and teenagers as a Behavior Intervention Specialist with the New Hanover County Juvenile Day Treatment Center. I have been the Chair and Co-Chair of the Educational Committee for Duplin County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. for several years. In this capacity, I have worked with young ladies in our Delta Academy and Delta GEMS Programs from ages 11 to 18. In addition, we have a male youth program known as EDEBOOI for young men ages 14 to 18 in my sorority. I know that I could have a positive impact on the juveniles of Duplin County by being appointed to the Juvenile Crime Prevention Commission.

For the Jury Commission, my degree is in Criminal Justice. I have served jury duty in NC and the state of Maryland. I would like to be on this Board. I believe in justice, truth, and American civic duties.

Eastern Carolina Human Services Agency, Inc. My Bachelor of Science is in Criminal Justice, which is a Human Services field. I love working with the community and serving others. My belief is that we all have to work together to improve and impact our community. As a Census Enumerator, there were a number of things that I saw over Eastern NC that needs to be changed for the better for the counties and for the citizens.

NORTH CAROLINA
DUPLIN COUNTY

DUPLIN COUNTY BUYOUT PROPERTY
LEASE AND MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT, is made and entered into effective the 25 day of January, 2022, by and between DUPLIN COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "LESSOR", and EP FARMS, LLC, hereinafter referred to as "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE the premises commonly known as Duplin County Tax Parcel #11-1997 located in the vicinity of 210 Boney Rd, Rose Hill, NC, consisting of approximately 9.48 acres in Duplin County, North Carolina, as shown being "Tract No. 4" on the diagram or survey marked "Exhibit A" attached hereto and made a part hereof, and further described by legal description as "Exhibit B".

This LEASE and MAINTENANCE AGREEMENT is executed upon the following terms and conditions:

1. TERM. For 12 months, which shall begin on the 1st day of February, 2022, and shall exist and continue until the 31st day of January, 2023, unless sooner terminated as hereinafter set forth.
 2. RENT. The LESSEE agrees to pay rent to LESSOR of twenty-five dollars (\$25.00) for the lease period for the leased premises, payable in full upon execution of this agreement for the full term of the lease, and additional consideration in the form of the required maintenance of the property according to the terms of this Agreement.
 3. ASSIGNMENT/SUBLETTING. The lease shall not be assigned, or the leased property sublet.
 4. MAINTENANCE. During the term of this lease, LESSEE shall maintain the real property in good condition, including cutting grass, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the property.
 5. PERMISSABLE USES OF PROPERTY. The real property that is subject to this Agreement is restricted to certain uses, as follows: open space, recreational, or wetlands. Examples of these uses include outdoor recreational activities, nature reserves, cultivation, and grazing.
- NO OTHER USES ARE TO BE PERMITTED UPON THIS PROPERTY WITHOUT THE EXPRESS WRITTEN PERMISSION OF LESSOR. NO NEW PERMANENT STRUCTURES OR IMPERMEABLE SURFACES MAY BE PLACED OR CONSTRUCTED UPON THE PROPERTY. AT EXPIRATION OF LEASE, PROPERTY WILL BE RETURNED TO LESSOR IN THE SAME CONDITION AS WHEN LEASED.

NO HUNTING is allowed on this leased property.

6. CARE AND MAINTENANCE. Lessee acknowledges that the leased premises are in good order and repair. Lessee shall maintain the premises in a good and safe condition during the term of this Lease.
7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign and/or sublet any rights or title in the

leased premises without the prior written consent of the Lessor. Lessor shall not unreasonably withhold consent to assign or sublet the leased premises.

8. NOTICE. Any notice hereunder shall be in writing and shall not be effective, any law or statute to the contrary notwithstanding, unless the same shall be hand-delivered or forwarded by the United States Postal Service, registered or certified, with return receipt requested, to the party being notified at the address herein below specified. Any such notice given by United States Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery, after five (5) days:

Lessor: c/o County Manager, P.O. Box 910, Kernaville, NC 28349

Lessee: c/o EP Farms, LLC, P.O. Box 189, Clayton, NC 27528

The foregoing addresses from time to time may be changed by notice as provided herein.

9. WAIVER AND RELEASE OF LIABILITY. The Lessor shall in no way be liable for any injury or damage to any person or property arising from the use of said leased premises by the Lessees.

10. GENERAL LIABILITY, PROPERTY & CASUALTY INSURANCE. Lessee shall obtain and maintain property and casualty insurance for the leased premises and shall provide a Certificate of Insurance to the Lessor upon execution of this Lease.

11. ENTIRE AGREEMENT. This instrument contains the entire agreement and understanding between the parties and there are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are deemed merged in this Lease.

12. PARAGRAPH HEADINGS. The paragraph headings used herein are for convenience of reference only and shall not be considered terms of this Lease.

13. GRAMMATICAL USAGE. Throughout the Lease, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

14. SEVERABILITY. In the event of any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be effected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

15. GOVERNING LAW. This Lease has been executed and shall be performed in the State of North Carolina and the parties hereto contend that the laws of the State of North Carolina shall govern the construction and enforceability of the provisions thereof. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

16. LESSEE shall insure to LESSOR that LESSEE will make no unlawful or offensive use of the premises, nor allow any others to do so.

17. DEFAULT. Failure of LESSEE to maintain the property according to the terms of this Agreement shall constitute a default under this Agreement, and if such default shall continue for a period

exceeding thirty (30) days, or if the LESSEE shall violate any of the other provisions of this Agreement, and if such default shall not have been cured or such cure not initiated within ten (10) days of receipt by LESSEE of a written notice of such default, the LESSOR, without any other notice or demand, may terminate this Agreement and require LESSEE to immediately surrender the premises.

18. INDEMNIFICATION AND HOLD HARMLESS. The LESSEE hereby agrees to indemnify and Hold Harmless the LESSOR from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the Lessee, its servants, employees, agents, or invitees.

19. TERMINATION. It is agreed that LESSOR may terminate this agreement at any time by notifying the LESSEE in writing of its intent to terminate at least thirty (30) days prior to such Termination.

20. CONDEMNATION: If the entire premises shall be taken under any condemnation or eminent domain proceeding, then the Lease shall terminate one day prior to the date that the condemning authority takes possession of the premises. If the premises is subject to a partial taking and if the remainder is suitable for Lessee's purposes in the opinion of Lessor, then the rent shall be reduced in accordance with the ratio which the area of the taken portion of the premises bears to the area of the entire premises prior to the taking.

21. SIGNS: No signage shall be placed on the property by Lessee without prior approval by the Lessor.

22. ACCESS: The LESSEE agrees that the LESSOR and its agent or other representative shall have the right to enter upon the premises hereby leased, or any part thereof, at all reasonable hours for the purpose of examining the same.

23. UTILITIES: During the term of this Lease, LESSEE shall provide and pay for any and all utilities, and shall make and pay for any necessary repairs. (i.e. aerial lights, water sources, etc.)

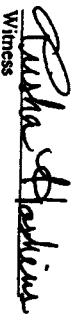
24. OTHER CONDITIONS: The LESSEE agrees, stipulates, and covenants to LESSOR that all activities and functions to be conducted on said premises shall be of suitable nature. It is further understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties Hereto, have executed this Agreement, as of the date first above written.

LESSOR: DUPLIN COUNTY, by Davis H. Brinson, County Manager


Signature

January 25, 2022
Date

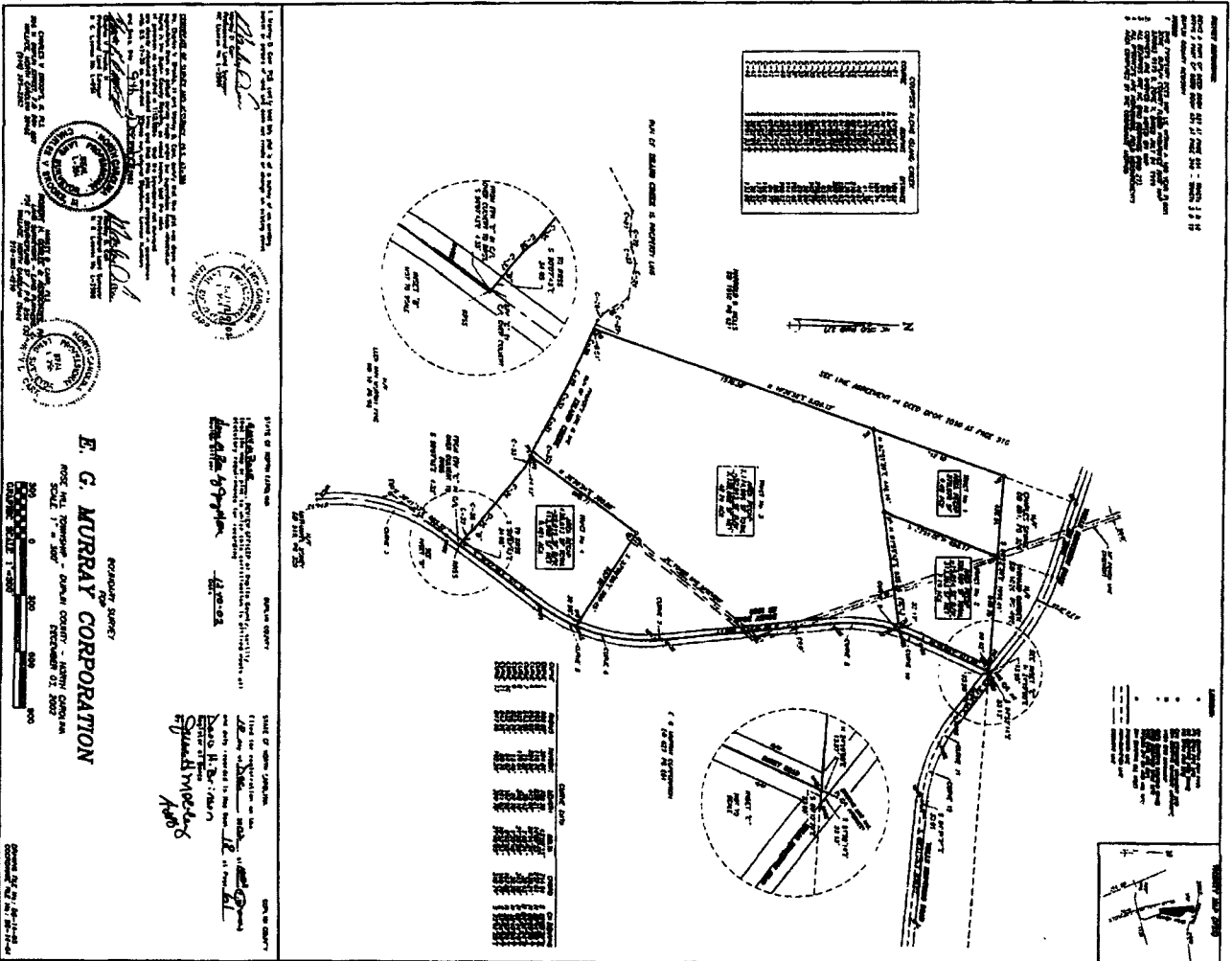

Witness

LESSEE: EP FARMS, LLC by Nathan Evans


Signature

1-19-22
Date


Witness



BEING all of Tract No. 4, containing 9.481 acres as shown on a map entitled "Boundary Survey for E. G. Murray Corporation", prepared by Charles V. Brooks, III and Robert H. Goslee & Associates, P.A., recorded in Map Book 18, Page 61, of the Duplin County Registry.

Being the same tract conveyed to Brenda Savage Reddick and husband, David Reddick, Jr. by warranted deed recorded in Deed Book 1522, Page 279, Duplin County Registry. Further reference is had to Deed Book 1846, Page 916, Duplin Registry.



01/31/2022 10:03 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF
CLERK: chelsey.lanier

P 3
bgandent

YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
2022 8 3									7,233.82	
BUA 4100-38398	02/08/2022 020722C					T INSURANCE SETTLEMENTS Vehicle 769	5			
BUA 4370-43530	02/08/2022 020722C					T REPAIRS VEHICLES Vehicle 769	5	7,233.82		
						JOURNAL 2022/08/3 TOTAL		.00	.00	
2022 8 4								1,661.00		
BUA 4100-38398	02/08/2022 020722C					T INSURANCE SETTLEMENTS	5			
BUA 4326-45100	02/08/2022 020722C					T CAPITAL OUTLAY	5		1,661.00	
						JOURNAL 2022/08/4 TOTAL		.00	.00	
2022 8 5									1,832.62	
BUA 4100-39969	02/08/2022 020722C					T FUND BALANCE Roll fwd Fishing Tournament	5			
BUA 4960-42994	02/08/2022 020722C					T FISHING TOURNAMENT Roll fwd Fishing Tournament	5	1,832.62		
						JOURNAL 2022/08/5 TOTAL		.00	.00	
2022 8 6									4,817.10	
BUA 4100-3100	02/08/2022 020722C					T OTHER FORECLOSURE FEES	5			
BUA 4140-41990	02/08/2022 020722C					T PROFESSIONAL SERVICES	5	4,817.10		
						JOURNAL 2022/08/6 TOTAL		.00	.00	
2022 8 7									22,000.00	
BUA 7130-37111	02/08/2022 020722C					T SALES: WATER INVENTORY	5			
BUA 7130-42701	02/08/2022 020722C					T PURCHASES INVENTORY	5	22,000.00		
						JOURNAL 2022/08/7 TOTAL		.00	.00	
2022 8 8									16,000.00	
BUA 4950-41260	02/08/2022 020722C					T OTHER PERSONNEL	5			



01/31/2022 10:03 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 4
bgandent

YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
BUA 4950-43510	02/08/2022 020722C					T REPAIRS BUILDING AND GROUNDS	5	16,000.00		
						JOURNAL 2022/08/8 TOTAL		.00	.00	



01/31/2022 10:03
chelsey.lanier

Duplin County, NC
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 5
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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 **

Sedgwick CMS
Sedgwick Claims Management Services, Inc.
P.O. Box 241125, Charlotte, NC 28224
Telephone: 704-423-6216 Facsimile 704-423-6210

December 30, 2021

Duplin County
Attn: Cathy Ezzell

RE: INSURED/CLIENT: NCACC-Liability & Property Pool - Duplin County
CLAIM NUMBER: 4A2109738C6-0001
DATE OF LOSS: 08/27/2021
CLAIMANT: Duplin County
(2014 Ford F150 VIN#1FTFW1E7EKF48326)

Dear Cathy:

I am the Sedgwick CMS claims representative assigned to handle the above captioned claim. I am writing to follow up with you in regard to your claim.

We have received an estimate for the repairs to your vehicle. The appraiser has declared your vehicle a total loss.

I am prepared to issue a check in the amount of \$25,616.00 for the ACV (Actual Cash Value) - less your \$1,000.00 deductible for a Net payment of \$24,616.00. I ask that you return the Damage Disclosure form and the notarized Power of Attorney form along with the original title to the vehicle, to my attention. Please include any unpaid towing invoice and/or special equipment removal invoices in this packet. Upon receipt of these forms, I will issue payment to you in full.

In the interim, if you have any questions, please feel free to contact me at the number listed below. You may reach me Monday through Friday 9:00am - 5:30pm (Eastern)

Sincerely,

Rhonda Murray
Claims Representative
Sedgwick CMS for NCACC-Liability & Property Pool
800 822-4469 x 31028

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SENNARY ST / PO BOX 950
KENANSVILLE NC 28645

DUBLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION

Name: CELESTA MCKINLEY

Address: 910 PATTERSON DR

City/State/Zip: HOUSTON TX 78504

Telephone: Work: 588-319-7771 Home: 957-933-4840

2. MAIL DETERMINATION TO (if different than applicant information)

Name: _____

Address: _____

VIA _____

City/State/Zip. _____

ROAD LOCATION: Township Sectionville Range 11 10 11 12

DESCRIPTION: FROM 1ST OBSERVATION OF PONY AND DAD AT 24 HOURS

PARCEL TAX ID: 07-2998

PROPOSED ROAD NAME: Hollyhock Ln.

BACKUP NAME: lastname, first, & middle family 11

Land Owner Signature _____ Parcel _____

07-2991-1--

1. The first part of the document is a title page. It contains the title "The first part of the document is a title page." and the author's name "The first part of the document is a title page."

2. The second part of the document is a table of contents. It lists the chapters and their corresponding page numbers.

3. The third part of the document is the main body of the text. It contains several paragraphs of text.

4. The fourth part of the document is a conclusion. It summarizes the main points of the document.

5. The fifth part of the document is a bibliography. It lists the sources used in the document.

[illegible]

Rose M. Kornegay – 20 Years – Tracey Simmons-Kornegay, Health Director
Forrest Craig Hatcher – 20 Years – Randy J. Norwood, Maintenance/Facilities Director
Terri S. Lanier – 20 Years – Gary M. Rose, Tax Administrator
Gwenda S. Swann – 20 Years – Jesse L. Dove, III, Chairman Board of Social Services
Serita L. Southerland – 20 Years - Jesse L. Dove, III., Chairman Board of Social Services
Phyllis W. Drafts – 25 Years - Jesse L. Dove, III., Chairman Board of Social Services
Annie R. Murrell – 25 Years - Jesse L. Dove, III., Chairman Board of Social Services
Stella K. Simpson – 25 Years - Jesse L. Dove, III., Chairman Board of Social Services
Delmas Highsmith – 25 Years – Sheriff Blake Wallace

KORNEGAY	ROSE	MARIE	PUBLIC HLTH NURSE III	HEALTH ADMINISTRATION
HATCHER	FORREST	C	ASST BLDG MAINT SUPV	PUBLIC BUILDINGS
LANIER	TERRI	SLOAN	TAX ASST II	TAX
SWANN	GWENDA	S	PUBLIC INFORMATION ASST IV	DSS
SOUTHERLAND	SERITA	L	SOCIAL WORK SUPV III	DSS
DRAFTS	PHYLLIS	W	SOCIAL WORKER III	DSS
MURRELL	ANNIE	R	SOCIAL WORK SUPV III	DSS
SIMPSON	STELLA	K	CHILD SUPPORT AGENT II	DSS
HIGHSMITH	DELMAS		LIEUTENANT - LAW	JAIL



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

February 10, 2022

Davis H. Brinson, County Manager
Duplin County Administration Building
224 Seminary Street
Kenansville, NC 28349

ACCEPTANCE OF AWARD NOTIFICATION

Dear Mr. Brinson

On behalf of Commissioner Steve Troxler and the N.C. Department of Agriculture and Consumer Services, we are pleased that you have accepted the Department's offer of \$500,000.

By accepting our offer of financial assistance, you have agreed to the specific stipulations, terms and conditions, and reporting requirements contained in the contract that you signed. Enclosed is a fully executed contract for your records

If you have any questions regarding the contract, please contact Heather Bruce at 919-707-3051 or feel free to send an email to heather.bruce@ncagr.gov.

I would like to take this opportunity to thank you for participating in this program funded with State Appropriations

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Duplin County
PROJECT TITLE/NAME: Duplin County Events Center new parking lot
CONTRACT #: NC EBS Award #

GO Entities Only Check One Box			Document Title	Department Use - Documents Attached or On File		Grants and Contracts- Documents Attached or On File	
Yes	No		Contractual "Check Off List for Grantee	☒ Yes	☐ No	Yes	No
Yes	No		Contract Cover (To be signed, dated & witnessed)	☒ Yes	☐ No	Yes	No
Yes	No		Attachment A - General Terms and Conditions - Government/University	☒ Yes	☐ No	Yes	No
Yes	No		Attachment B - Scope of Work (includes Timeline and Line Item Budget)	☒ Yes	☐ No	Yes	No
Yes	No		Attachment C - Certifications and Assurances Section	☒ Yes	☐ No	Yes	No
Yes	No		Attachment D - NC OpenBook Supplemental Information	☒ Yes	☐ No	Yes	No
Yes	No		Attachment E - Signature Card	☒ Yes	☐ No	Yes	No
Yes	No		Attachment F - W-9 Tax Information	☒ Yes	☐ No	Yes	No
Yes	No		Attachment G - Vendor Electronic Payment Form	☒ Yes	☐ No	Yes	No
Yes	x	No	Attachment H - FFATA Data Reporting Requirements (if applicable)	☐ Yes	☒ No	Yes	x No
Yes	x	No	Attachment I - Federal Regulations (if applicable)	☐ Yes	☒ No	Yes	x No

2/10/22 H.E.B.
→ yled letter/voided ✓.

000562



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

January 28, 2022

Davis H. Brinson, County Manager
Duplin County Administration Building
224 Seminary Street
Kenansville, NC 28349

NOTIFICATION OF FUNDING OFFER

Dear Mr. Brinson

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services, I am pleased to inform you that \$500,000 for your project, Duplin County Events Center, was approved under State Appropriations

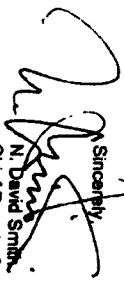
Two original contract packets must be completed and returned to the NCDACS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Heather Bruce, Grants Manager
N.C. Department of Agriculture & Consumer Services, Division Name
1001 Mail Service Center
Raleigh, NC 27699

All authorized representative signatures may be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully-executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Bruce at 919-707-3051 or feel free to send an email to heather.bruce@ncagr.gov.

I would like to take this opportunity to thank you for participating in the program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3053 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only
CENTRAL
ACCOUNT
AMOUNT: \$500,000.00

North Carolina Department of Agriculture and Consumer Services
State Appropriations (Directed Grant) – Government

CONTRACT # NC EBS Award #

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, (the "Agency") and County of Duplin, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6002296 and is physically located in Duplin County, and is further located at 224 Seminary Street Kenansville, NC 28349.

The purpose of this Contract is to provide a new parking lot for the Duplin County Events Center. The Grantee's project title is Duplin County Events Center Parking Lot. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 6/30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

I. Precedence Among Contract Documents:

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

II. Effective Period:

This Contract shall be effective on JANUARY 28, 2022 and shall terminate on June 30, 2023. The project must be completed by this date and funds must also be spent.

Grantee's Duties:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

III. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$500,000.

This amount consists of \$ 500,000 in State funds.

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

[] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In Kind	\$
Cash	\$
Other/Specify:	\$

[] c. The Grantee's matching requirement is _____, which consists of:

In Kind	\$
Cash	\$
Other/Specify:	\$

[] d. The Grantee has committed to an additional \$ _____ to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount with matching funds is \$ 500,000.

IV. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

V. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VI. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VII. Reporting Requirements:

(1) Agency:

- Quarterly check ins through emails or phone calls to get updates project progression.
- End of project report to provide information on activities and accomplishments undertaken that include goals and objectives achieved.
- Final report to be submitted when the funds have all been expended or at by July 30, 2023- whichever event is first.

VIII. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form. The final Request for Payment form should be received one more additional time by April 26, 2022. Upon approval by the Agency, payment shall be made within 30 days. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (1)(2)(X). The Grantee shall receive payments in 2 equal payments made in quarterly installments. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

IX. Contract Administrators:

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

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Bruce, Grants Manager NC Dept of Agriculture and Consumer Services Budget and Finance Division 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3051 Email: heather.bruce@ncagr.gov	Heather Bruce, Grants Manager NC Dept of Agriculture and Consumer Services Budget and Finance Division 2 W. Edenton Street Raleigh, NC 27601

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
David Brinson, County Manager Duplin County Duplin County Admin Building 224 Seminary St Kenansville, NC 28349 Telephone: 910-296-2100 Fax: 910-296-2107 Email: dbrinson@duplincountync.com	Tracy Chestnut, Finance Department Head Duplin County Duplin County Admin. Building 224 Seminary St Kenansville, NC 28349 Telephone: 910-296-2104 Email: tracy.chestnut@duplincountync.com

X. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XI. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
- c. Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly

XII Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIII. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XIV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: David Smith, Chief Deputy Commissioner

Date 03/07/2022

Signature of Authorized Representative

David Smith, Chief Deputy Commissioner

Title David Smith, Chief Deputy Commissioner

Printed Name

Witness:

Rutha Hoskins

Date 03/07/2022

Signature

Rutha Hoskins

Title ADMIN. OFFICER TO COUNTY MANAGER

Printed Name



North Carolina Department of Agriculture and Consumer Services

David Smith

Date 2/10/2022

Signature of Authorized Representative

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Government)

General Terms and Conditions

DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

PUBLIC SECTOR CONTRACTS (Including Local Governments)

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3); a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

PUBLIC SECTOR CONTRACTS (Including Local Governments)

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d-2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, officer, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

PUBLIC SECTOR CONTRACTS (Including Local Governments)

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and Internal Auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

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

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

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

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

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

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

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

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

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Scope of Work

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential subgrants and an annual budget for the grant funds. Please attach additional sheets as necessary.

I. ORGANIZATION:

- a. Organization Name: County of Duplin
- b. Tax Identification #:
- c. Organizational Fiscal Year End: June 30
- d. DUNS Number/UEI:

II.

PROJECT INFORMATION:

- a. Project Name: Duplin County Events Center new parking lot
- b. Project Location: 195 Fairgrounds Drive Kenansville, NC 28349

III.

FUNDING INFORMATION:

- a. Source of funds: State Funds
- b. Description: Directed Grant
 - i. Described in NCGA Joint Conference Committee Report on the Current Operations Appropriations Act of 2021
 - ii. Reference Page D 13

44 Duplin County Events Center
Fund Code: 1980
Provides a directed grant to the Duplin County Events Center for a new parking lot.

IV.

Scope of Work: New Parking Lot

- a. Services to be provided: The County will contract with a paving company and engineering and design firm to pave 5.5 acres with 2.3 of the acres being resurfaced. The remaining est. 2.3 acres will be new pavement to expand the facilities current parking capacity with approximately .76 acres adjacent to the events center to utilize for future events.
 - b. Objective and goals: The objective and goal of this project is to expand parking capacity at the events center with the expectation of improving future events and possibly attract larger events which will potentially increase revenues. This will also help improve visitor experience with improved parking.
 - c. Expected Results: The expected results are to double the paved parking capacity for the facility and to improve the existing paved parking pad.
 - d. Timeline: 6-12 months from receipt of funds and acceptance of contract
- Payment:**
- a. Payment terms: Payments will be made in 2 installments:
 - i. First payment of \$250,000 will be made by February 26, 2022
 - ii. Second, and final payment, of \$250,000 will be made by May 26, 2022.
- Budget/Expenditures:**
- a. Budget Time period: 7/1/2021 to 6/30/2023

VI.

Budget/Expenditures:

NCDA&CS
Scope of Work
Effective 1/2022

Scope of Work

Attachment B

b. Budget outline: The County will budget \$500,000 with an estimate of \$30,000 for engineering fees and \$470,000 for construction.

VII.

Reporting:

- a. Quarterly check ins through emails or phone calls to get updates project progression.
- b. End of project report to provide information on activities and accomplishments undertaken that include goals and objectives achieved.
- c. Final report to be submitted when the funds have all been expended or at by July 30, 2023- whichever event is first.

VIII.

Subgrants:

- a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization? Yes, funds will be provided to contractors to perform the needed services for the parking lot.

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Fiscal Officer, CEO or Board Chair.

Signature

Date

David H. Brinson

02/07/2022

Printed Name

Title

David H. Brinson

Deplin County Manager

Certifications and Assurances

Attachment C

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,
SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

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

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

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

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

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)
195 Fairgrounds Drive, Kenansville, N.C. 28349

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D, 41 U.S.C. 701-707).

- B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

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

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Duplin County Government

Grantee Organization Name	02/10/2022
Signature of Authorized Representative	Date
Davis H. Brinson	County Manager
Printed Name of Authorized Representative	Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: N/A
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: June 30

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

Duplin County was created on April 4, 1750 and currently has a 558 full and part time employees. Our mission is to provide adequate, effective and efficient services in a fiscally responsible manner that promotes a safe and healthy community which sustains existing businesses, attracts new businesses and enhances the quality of life.

2. Current project timeline: Begin 07/01/2021 End 06/30/2023

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

Expected Outcome: Additional paved parking will be added to our Events Center.
Deliverable: The project will enhance visitor experiences and thus, generate more visitors to our events, and festivals by allowing our guests to park in paved lots instead of in grassy fields.

4. The Grantee's WEB URL: https://www.duplincountync.com/

5. * Grantee County of Residence: Duplin Congressional District#: 3
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: ☒ Yes ☐ No County Name: Duplin
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

Duplin

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date: _____
Legal Applicant Organization/Agency Name: _____
Federal Tax Identification Number: _____

SECTION II.

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I, above, for purposes of executing contractual documents and preparing, approving and executing all financial documents, including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

Board Chair, Executive Director, etc. _____
Print Name & Title: _____ Financial Representative, Treasurer, etc. _____
Print Name & Title: _____

Signature: _____ Signature: _____

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official _____ Chief Fiscal Officer _____
Print Name & Title: _____
Signature: Davis H. Brinson, County Manager Signature: Tracey O'Neel, Finance Officer
Signature: David L. Hunter Signature: Mary O'Neel

Attachment F

Section 1 - Taxpayer Identification		Section 2 - Certification	
NC Office of the State Controller (This form W-9 will not be accepted in lieu of this form) Request for Taxpayer Identification Number Donates a Required Field		STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM	
1. ☐ Social Security Number (SSN), OR ☒ Employer Identification Number (EIN), OR ☐ Individual Taxpayer Identification Number (ITIN)		Please select the appropriate Taxpayer Identification Number (SSN, EIN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require the State of NC to withhold 24% for backup withholding tax.	
2. Legal Name (as shown on your income tax return) County of Duplin		3. Business Name/DBA/Disregarded Entity Name, if different from Legal Name: County of Duplin	
4. Legal Address (Do NOT type or write in this field) 224 Summery St		5. Business Address (Location specifically used for payment that is different from Legal Address, if applicable) P.O. Box 960	
6. City Kennansville State NC Zip (9 digit) 28349-0160		7. County Duplin	
8. Contact Name Tracy Chusnut		9. Phone Number 910-296-2104	
10. Fax Number		11. Email Address definance@duplincounty-nc.com	
12. Entity Type ☐ Individual/Single Proprietor/Single-member LLC ☐ Partnership ☐ Trust/Estate ☒ Other LOCAL GOVERNMENT		13. Classification ☐ Medical Services ☐ Legal/Attorney Services ☐ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☒ Other Govt ☐ Other (specify)	
14. Exemption from FATCA (Exemption from FATCA reporting code (if any))		15. Exemption from FATCA (Exemption from FATCA reporting code (if any))	
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me, and I am not subject to backup withholding because: (b) I am exempt from backup withholding, or (c) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all income or dividends, or (d) the IRS has notified me that I am no longer subject to backup withholding, and 2. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 4. The FATCA code(s) entered on this form (if any) building that I am exempt from FATCA reporting is correct.			
Printed Name: Tracy Chusnut		Printed Title: Finance Officer	
Signature: Tracy Chusnut		Date: 1/11/12	

Answer on the NC State Agency from which you are requesting payment.

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc-supportservices@ncs.gov
Telephone: 215-207-5735

Vendor Electronic Payment Return
☒ New Add Request
☐ Change/Update Existing Account
☐ Inactive/Existing Account
*Donates a Required Field

Attachment G

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive reimbursement information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.

*TAX ID # or SSN

*PAYER NAME
County of Duplin

*REMITTANCE ADDRESS (AS PRINTED ON YOUR INVOICE)
P.O. Box 960

*CONTACT
Tracy Chusnut, Finance Officer

NAME & TITLE
Tracy Chusnut, Finance Officer

NEW FINANCIAL INFORMATION

FINANCIAL INSTITUTION NAME: **First Bank**

NAME ON ACCOUNT: **William H. H. H.**

NEW ROUTING NUMBER: **000000**

NEW ACCOUNT NUMBER: **000000**

*ACCT TYPE: ☒ Checking ☐ Savings

*REMIT E-MAIL ADDRESS: **definance@duplincounty-nc.com**

New add requests MUST include contact information for the state agency with which you are doing business.

*Agency Name: **County of Duplin**

*Agency Contact Email Address: **definance@duplincounty-nc.com**

*Agency Contact Phone Number: **910-296-2104**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:

NAME ON ACCOUNT:

ROUTING NUMBER:

ACCOUNT NUMBER:

ACCT TYPE: ☐ Checking ☐ Savings

REMIT E-MAIL ADDRESS:

*ALL BOXES BELOW MUST BE REVIEWED AND CHECKED

☒ I have attached a copy of a current voided check, current bank statement or provided a bank letter on bank letterhead.

*PRINT NAME: **Tracy Chusnut**

*SIGNATURE: **Tracy Chusnut**

*DATE: **1/11/12**

*PHONE NUMBER: **910-296-2104**

Revised May 2018

[illegible]

Roy Cooper, Governor
Erk A Hooks, Secretary

Fiscal Year 2020

CFJ

Mathew Barwick

209 Seminary Street

Kenansville, NC 28349

Project Title: Plans update

Total Amount of Award: \$12,695 45

MOA ?

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.).

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.

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



4236 Mail Service Center
Raleigh NC 27699-4236
www.readsync.org
www.ncdps.gov

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

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000573



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Emergency Management Performance Grant - Supplemental (EMPG-S)

Fiscal Year 2020

CFDA #:

Grant #:

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Duplin County
Tax ID/EIN #:
Duns #

MOA #:

Award amount: \$12,695.45

Period of performance:

January 27, 2020 to January 26, 2022

DPS fund code:

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) EMPG COVID-19 Supplemental (EMPG-S) Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), may provide EMPG-S funding to the Subrecipient to fund projects related to public health and emergency management activities supporting the prevention of, preparation for, and response to the Coronavirus Disease 2019 (COVID19) public health emergency. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. No. 116-136, Div. B); (2) Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKMRA), as amended, (Pub. L. No 109-295) (6 U.S.C. § 762); (3) Title VI of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); (4) the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and (5) the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.). (6) the FY 2020 EMPG-S Notice of Funding Opportunity Announcement (NOFO) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov, and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§143C-6-22 -23 and 09 NCAC 03M1. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall

be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. 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.) and/or that all work activities are completed.

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.

4. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of activities to support planning and operational readiness for COVID-19 preparedness and response; development of tools and strategies for prevention, preparedness, and response; and ongoing communication and coordination among federal, state, local, tribal, and territorial partners throughout the response. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- Complete any procurement and expenditures no later than January 26, 2022.
- Provide quarterly progress reports into WebEOC for NCEM Grants Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- Match Requirement. FY 2020 EMPG-S funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG-S cannot be matched to any other federal grants. The Subrecipient will identify to the Recipient the match source on their application for EMPG-S funds. Recipients of EMPG-S funding can review the FY 2020 EMPG-S program Notice Of Funding Opportunity(NOFO for additional guidance. The program guidance is available at <http://www.fema.gov/government/grant/index.stm>. Contact your NC Emergency Management Area Coordinator for assistance.
- Upload all activity deliverables into WebEOC for review and approval for Optional activities.
- The county must have a full-time or part-time (at least 50%) Emergency Management Program Director.

B

File Retention:

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 financial administration requirements in 2 CFR Part 200 and must maintain a file for each EMPG-S grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a 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 North Carolina Emergency Management staff for site visits, project closeout and future audits:

- Subrecipient Resolution/ordinance establishing Subrecipient as a State, Local, or Non-Profit agency
- Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- Completed appropriate report forms with specifications, solicitations, competitive bids, quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment, all expenditure backup documentation, cost/price analyses on file for review by Federal and State personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded.
- 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.
- Audit findings and corrective action plans
- Equipment inventory records with photo documentation of required inventory labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

5. **Conditions**

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 EMPG-S Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance

6. **Supplantation**

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG-S activities.

7. **Compliance**

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 EMPG-S NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

8. **Responsibilities**

Recipient.

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG-S requirements
- C. The Federal award date is January 27, 2020. The Recipient shall ensure that funds allocated for the performance of the work activities must be encumbered, work completed, and invoices received by the North Carolina Department of Public Safety, and North Carolina Emergency Management by January 26, 2022.
- D. The Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 EMPG-S Grant Program funds in accordance with the applicable DHS and EMPG-S NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. 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 the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and EMPG-S NOFO announcement and the DHS Financial Management Guide. 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: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal

Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, "The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended; 42 U.S.C. 2000 et seq.; Title IX of the Education Amendments of 1972, as amended; 20 U.S.C. 1681 et seq; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended; 20 U.S.C. 6101 et seq.; Cash Management Improvement Act (CMA) 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 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters. Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

C. Complete Optional work activities as identified in the FY 2020 EMPG-S Local Activity Directory which is a part of the FY 2020 EMPG-S application packet, incorporated by reference herein. Upload all completed activity deliverables into WebEOC for review and approval for Optional activities not later than January 26, 2022.

D. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 EMPG-S NOFO announcement and Grant Award and Special Conditions documents.

E. Complete the procurement(s) process not later than January 26, 2022

F. Submit invoice(s), proof-of-payment, titles, licenses, registrations, and/or any documents pertaining to purchased equipment to NCEM Grants Management Branch.

G. Provide a list at project completion phase to the area coordinator and/or Branch Manager of all items purchased through the grant.

H. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable EMPG-S NOFO announcement, Grant Award and Special Conditions documents.

I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that "effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.panda.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government".

J. Ensure that EMPG-S funds are not used to support the hiring of any personnel for the purposes of law enforcement duties or to supplant traditional public safety positions and responsibilities.

K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.

L. All materials publicizing or resulting from award activities shall contain this acknowledgment: "This project was supported by a Federal award from the US Department of Homeland Security, North Carolina 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".

M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand-receipted or transferred.

N. Maintain an effective property management system that complies with the following requirements:

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

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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.

- 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. 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. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. 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 Recipient approval in accordance with disposition requirements in 2 CFR Part 200. 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 EMPG-S are eligible for purchases from this grant. For more guidance visit www.fema.gov

- O. No indirect or administrative costs will be charged to this allocation award.

- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

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

- T. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is 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.

- U. 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.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 EMPG-S NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 21.5, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. 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.

10. 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.

11. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person

any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. Audit Requirements

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

13. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with EMPG-S funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with EMPG-S Program requirements. Recipient will not be held responsible for any property purchased under this MOA. Title to the property purchased with EMPG-S funds shall be in the Subrecipient unless noted in section 8 of the MOA.

14. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Area Coordinator Staff. The Subrecipient point of contact shall be the EMPG-S Program Manager or 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:

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

15. 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 agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable EMPG-S NOFO announcement referenced herein.

17. Situs

This Agreement 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.

18. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

19. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

20. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 EMPG-S NOFO announcement.

21. Entire Agreement

This Agreement 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.

22. Modification

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

23. Certification of eligibility—Under the Iran Divestment Act

Pursuant to G.S. 147-86-59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to 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 contacting 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 Divestment List can be found on the State Treasurer's website at the address: <https://www.nettreasurer.com/inside-the-department/Default.aspx?Content=Iran-divestment-Act-resources.aspx>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

24. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until January 26, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. 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, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 EMPG-S NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

25. Scope of Work

The Subrecipient shall implement the EMPG-S Grant project summarized below and as described in the approved FY 2020 EMPG-S application. That Application is hereby incorporated by reference into this Agreement. The Recipient shall certify eligible costs according to the following.

- A. Scope of Work Summary
Please see Attachment I for a detailed Scope of Work description.
- B. Reports to be provided at the conclusion of work (if applicable):
 - i. Quarterly project progress reports
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG
 - iii. After-action report from Trainings or Exercises
 - iv. Training course roster and description
 - v. Any other documentation that would be pertinent
 - vi. Any invoices detailing the expenses associated with the project

26. Lobbying Prohibition

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.

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.

27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

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

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
 - D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
 - E. Sanctions for Noncompliance: In the event of the contractors 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
 - 1. Withholding of payments to the contractor under the contract until the contractor complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
 - F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.
- 28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**
- Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the 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 Sub Part F, 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 agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:
- A. 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 Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement 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.
- 29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**
- The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:
- 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 case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a 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 Sub Part F 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-center 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-center 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 Sub Part F 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.

30. 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 contractors, subcontractors, 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 Agreement 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 sub Recipient, 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 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

31. 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, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, 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 Part 200).

- 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).

32. 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 North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 27, 2020. . The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

33. Term of this Agreement

This agreement shall be in effect from January 27, 2020 to January 26, 2022

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 26, 2020

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

DUPLIN COUNTY
209 SEMINARY STREET
KENANSVILLE, NC 28349

DocuSigned by:
Michael A. Spradbury
~~Michael A. Spradbury~~
DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

DocuSigned by:
Matthew Barwick
~~Matthew Barwick~~
080CDDC1C8EC449

BY: _____

APPROVED AS TO PROCEDURES:

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

DocuSigned by:
Jane Williams-Brown
~~Jane Williams-Brown~~
JANE WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

DocuSigned by:
Erik A. Hooks
~~Erik A. Hooks~~
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 EMERGENCY MANAGEMENT PREPAREDNESS GRANT COVID-19 SUPPLEMENTAL PROGRAM AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAs FOR THE EMPG-S FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Emergency Management Performance Grant – COVID-19 Supplemental (EMPG-S) Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
This is the agency applying for the grant.			
Applying agency			
Street address		224 Seminary ST, PO Box 950	
City	Kenansville	ZIP + 4	NC
Email	matthew.barwick@duplincountync.com		
EIN/Tax ID number	56-6000296		
DUNS number	095124798		
SAM registered	Yes	Expiration date	6/23/2020
Your name	Matthew Barwick		
Are you authorized to apply for grants on behalf of the applying agency?		Yes	

Applying agency
The name of the agency applying for the grant.
The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency.

EIN/Tax ID number
The unique nine-digit identification number of the agency. Your financial personnel should be able to provide this number.

DUNS number
The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.

SAM registered
Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG-S monies. The URL is <https://www.sam.gov/>

Expiration date
The expiration date of the SAM account.
See [https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501\(c\)\(3\)-organizations](https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501(c)(3)-organizations).

Is the agency applying as a nonprofit with 501(c)(3) status?
The name of the individual completing this application.

Your name

Point of contact

Point of contact				
This is the focal point for any ongoing communications regarding the grant.				
Name		Matthew Barwick		
Agency		Duplin County		
Title		Deputy Director of Emergency Services		
Phone (work)		910-296-2160	Phone (mobile)	910-296-2160
Street address		209 Seminary ST		
City	Kenansville	ZIP + 4	28349	
Email	matthew.barwick@duplincountync.com			

Field help

Name
The name of the contact.

Agency
The name of the agency of the contact.

Title
The title within the agency of the contact.

Phone, Street address, City, ZIP + 4, email
The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

EM Program manager

EM program manager	
This is the local EM grants manager.	
Name	Matthew Barwick
Email	matthew.barwick@duplincountync.com

Field help

Name
The name of the program manager.

Email
The email address of the program manager

Memorandum of Agreement (MOA) signatory

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 "Appendix" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".				
Name		Matthew Barwick		
Agency		Duplin County		
Title		Deputy Director of Emergency Services		
Street address (not PO Box)		209 Seminary ST	ZIP + 4	28349
City	Kenansville			
Email	matthew.barwick@duplincountync.com			
Name	Click or tap here to enter text			
Agency	Click or tap here to enter text			
Title	Click or tap here to enter text			
Street address (not PO box)	Click or tap here to enter text			
City	Kenansville	ZIP + 4	Click or tap here to enter text	
Email	Click or tap here to enter text			

Field help

Name
The individual who signs the memorandum of agreement on behalf of the applicant

Agency
The agency name of the signatory.

Title
The title within the agency of the signatory.

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Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory

Finance director

Finance director	
The signature of the finance director of the agency is required for the memorandum of agreement.	
Name	Tracy Chestnutt
Email	tracy.chestnutt@duplinccountync.com

Field help: Name The name of the finance director.

Project information

General information	
Enter information describing the project.	
Title	Plans update
Description	
Goal	To update plans to support current operations and COVID-19 response
Construction/renovation required	No
Structural attachment required	No
Core capabilities addressed	
Select primary and secondary (if applicable) core capabilities addressed by this project.	
Primary	Planning
Secondary	Long-term Vulnerability Reduction
Activities selected	
Select two of the following Covid-19-related WebEOC Optional activities addressed by this project. Selected activities must be reported in WebEOC with an absolute nexus to preparedness for, response to, or recovery from, COVID-19.	
☒ 2020.21 Vulnerable Population Registry	
☐ 2020.27 Public Information Plan	
☐ 2020.31 Recovery Plan	
☐ 2020.50 County Original Project	
☐ 2020.59 Jurisdictional Medical Countermeasure (MCM) Dispensing Plan	
☐ 2020.61 Healthcare Preparedness Region Activities	
Project timeline milestones	
List the major project events and their completion dates.	
Milestone	Completion Date
Evaluate current plans	4/2020
Draft update to plans	5/2020
Complete and Finalize Plans	4/2020
Documentation to NCEM	4/2020
Reimbursement to county	6/2020
Click on the name of the activity	Click on the completion date
Click on the name of the activity	Click on the completion date
Click on the name of the activity	Click on the completion date

Field help: Title The name of the project. The title can be a maximum of 30 characters.

Description	A detailed description of the project in terms of the activity area being addressed
	Planning Equipment Training
	When describing the project answer the following: - What is the activity area (one of "Planning", "Equipment", "Training")? - Why is this project needed? - How will capabilities gaps be addressed? - How will this project help you to become better prepared to respond to Covid-19? - What is the importance of this project? - What happens if this application is denied? [Example: "We need a prime mover to respond to various types of events. This project will provide us with a resource to prepare for, respond to, and recover from COVID-19. This project will help us respond to incidents that require critical transportation and operational coordination, which are the primary and secondary core capabilities that we have identified."]

- In addition:
- For Training, identify the course number and title of each course.

Organization A general description of how the grant's funds are to be used to pay salaries. Include how the award is matched, such as through salary match, in-kind services, or county funds. [Example: "The funds will contribute toward the emergency manager's salary, and will be matched with county funds."]

Goal	How the project supports saving life and protecting property. [Example: "Our goal is to help us be more resilient to move equipment as needed in response to various events."]
Construction/renovation required	The project requires either new construction or renovation, retrofitting, or modification of existing structures
Structural attachment required	The project requires attaching equipment (e.g. TV, monitor, radio equipment, etc.) to an existing structure.
Primary	Select the capability that best aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Secondary	Select a capability that aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Milestone	Steps that help structure the project's schedule [Examples: "Receive award", "Pay salary", "Purchase supplies", "Close out grant"]
Completion	Month and year when the corresponding milestone is expected to be completed.

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Attachment 2

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. 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.

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 Administering 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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6. 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@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*, Public Law Number 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 (PII)

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

2020 DHS Standard Terms and Conditions

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 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 3002. 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.

2020 DHS Standard Terms and Conditions

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 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. Elx 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)

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VII)

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.

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XXI. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.(NEPA) 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 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 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.



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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 (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:

- 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.



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4. Reporting Frequency

During any period 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 of 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
- 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 obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (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.

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- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.isrs.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 award is \$25,000 or more;
- 2) In the preceding fiscal year, recipients received—
- a) 80 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
- 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.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2 a. of this award term:
- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) 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 subrecipients' 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) 80 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

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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 (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.)

- 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.

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. *Entity.* means all of 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.

5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

b. *Executive:* means officers, managing partners, or any other employees in management positions

c. *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.



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1) The term does not include recipients' procurement of property and services needed to carry out the project or program.

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

d Subrecipient means an entity 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.

e. 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

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. 13524 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.



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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 the award is in effect.

2) Procure a commercial sex act during the period that the award is in effect

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.

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.

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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. § 175.25. It includes:
 - 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 in 22 U.S.C. § 7102

XXXIII. Universal Identifier and System of Award Management

- 1. **Requirement for System for Award Management**
Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or

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another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
 - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.
- 3. Definitions**
For purposes of this award term:
- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov
 - b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities
 - c. *Entity*: means all of the following, as defined at 2 C.F.R., Part 25, Subpart C:
 - 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; and
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
 - d. *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.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
 - e. *Subrecipient* means an entity 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.



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XXXV. 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.



DUPLIN COUNTY
DIGITAL INCLUSION PLAN

DETAILED ACTION PLAN TO BRING BROADBAND CONNECTIVITY
AND DIGITAL EQUITY TO DUPLIN COUNTY



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I. Introduction

High-speed internet is now a necessary utility in the 21st century world that we live in. The internet connects people to jobs, students to schools and families to loved ones, yet there are many Duplin County residents that still do not have access to reliable, high-speed internet. The COVID-19 pandemic highlighted the increasing need for high-speed internet when many were asked to work from home and complete schoolwork at home. More than ever, those without connectivity are falling further and further behind in the digital divide.

Duplin County leadership recognized the need for access to broadband as a priority for the county and through collaboration with community leaders worked to form the Duplin County Broadband Committee and this Digital Inclusion Plan to help guide the county to a more connected future. The Duplin County Library – Director Laura Jones, the County Manager, and Duplin County Commissioners spearheaded efforts to create a committee, survey residents, gather information on resources and put together a comprehensive plan for Duplin County.

As part of the process of putting together a Digital Inclusion Plan for Duplin County, Duplin County created and sent out a broadband survey throughout unincorporated areas in the county. The survey responses, along with data provided by local Internet Service Providers, helped to determine target areas in the county where access to high-speed internet is limited or completely unavailable. Using this information, the committee was able to create specific recommendations and actions that will help expand high-speed internet to all areas of the county.

While the plan considers availability, access and adoption, many underserved residents also struggle with affordability as they are consistently paying more for internet that cannot keep up with modern demands. The committee gathered information on available resources in the county where residents could either use their devices at a place that offered free Wi-Fi or have access to a public computer. In addition, programs that provide digital literacy were catalogued. This information was recorded, and the committee assessed gaps in what is currently being provided and what programs could further benefit residents in the area.

A. About Duplin County

Duplin County is located in southeastern North Carolina. This county is designated as rural by the Office of Rural Health Policy and the USDA, and according to World Population Review has a population of 58,241. Duplin County is one of North Carolina's poorest counties and is designated as a Low Employment County, Persistent Poverty County, and Persistent Child Poverty County by the Economic Research Service of the United States Department of Agriculture. It has also been designated by the State of North Carolina as a Tier 1 Economically Distressed County. Data from 2020 show that 18.3% of the county's residents live at or below the poverty level. Duplin County is currently ranked 56th out of 100 counties in North Carolina for Health Outcomes, measuring how long people live and how healthy they feel while alive. Duplin County has a high school graduation rate of 71.4%, compared to the national graduation rate of 88%.

Classified as both a Tier 1 Economically Distressed County and ranking as one of the top Persistent Poverty Counties in North Carolina, Duplin County has faced numerous challenges to provide adequate resources to residents and businesses in the area, including access to high-speed internet. "Living in a community of persistent poverty limits the opportunities of residents and represents a challenge to not only regional economic development but the state's overall economic growth," said Alexandra Forter Sirota, director of the NC Budget & Tax Center and author of the report. "The lack of wealth, few employment opportunities and a crumbling opportunity structure in these communities makes it difficult for local governments to overcome the legacy of persistent hardship and provide pathways to mobility." The lack of resources in the county has put it far behind

neighboring counties in terms of economic development and has also negatively impacted local businesses and schools.

Listed below are the towns and municipalities located in Duplin County. Many of these areas are referenced throughout the plan when considering where resources are available. Residents living in rural communities, which have more barriers to internet access, make up 86.5% of the county's population.

Duplin County Municipalities & Towns	
Town/Municipality	Population
Beulaville	1,275
Calypso	520
Faison	946
Greenevers	645
Kenansville (county seat)	831
Magnolia	946
Rose Hill	2,315
Teachey	419
Wallace	3,819
Warsaw	3,055

Source: World Population Review 2020

B. Duplin County Demography

Many rural areas of Duplin County have been faced with connectivity challenges for years. Deficiencies in cellular service and lack of access to high-speed internet has impacted the county negatively and impeded its ability to attract, grow and retain industry and commerce. Without a suitable connection, many rural workers have been unable to take advantage of online education opportunities, work remotely and are limited in their ability to take advantage of modern-day technologies. The full impact of this insufficiency was exposed in 2020 by the COVID-19 pandemic, when schools closed, in-person medical services were limited, and workers were forced to work from home. Many were forced to find drive-up Wi-Fi hotspots where they could do schoolwork from their car. Low-income families, especially, were unable to work, learn or receive essential services. In fact, World Population Review indicates that the poverty rate for those who were unable to work was 24.92%.

The Review also reports that Duplin County currently has a population of approximately 58,241 residents. In total, 86.5% of the county's housing units are considered rural. The county's population peaked in 2014 and has since seen years of growth and decline, but seeing an overall population decline of nearly 1,200.

Duplin County's median age is 40.5. The ratio of male to females is 51.30% females to 48.7% males. The overall marriage rate is 46.8%. Married families also have the highest median income with \$63,371 being the median. The median income drops to \$22,033 for non-families. The average household size is 2.73.

According to ESRI, there are approximately 1,736 businesses, employing 28,433 residents. Most employees, 49%, are considered white-collar. The blue-collar workforce represents 38%, and the remaining 12% is made up of the service industry. Duplin County's dominant tapestry segment is made up of Southern Satellites. In this group the median age is 40.3 and socioeconomically they tend to be somewhat late in adapting to technology.

C. Duplin County Economy

Duplin County is located in the Southeastern Coastal Plain of North Carolina. Duplin County is the 9th largest county in the state in area and is situated approximately 75 miles from Raleigh and 60 miles from Wilmington and the Atlantic Ocean. It offers easy access to interstate 40 from most areas within the county. According to the Duplin County Economic Development Commission, the county has a strong agricultural heritage and a promising future, in fact, it has been estimated that the agricultural output of Duplin County, combined with neighboring Sampson County, is equal to about 1/6 of the world's food supply. While Duplin County is a regional leader in agriculture, livestock, textiles and manufacturing, the county has a broadly diversified economy and is an excellent choice for many types of enterprises. Duplin County's largest employers are listed below:

COMPANY	INDUSTRY	EMPLOYMENT
Butterball, LLC	Manufacturing	1000+
Smithfield Foods, Inc	Manufacturing	1000+
Duplin County Schools	Education	1000+
House of Raeford, Inc	Manufacturing	1000+
Murphy Family Ventures, LLC	Agriculture	500-999
County of Duplin	Public Admin.	500-999
Lear Corporation	Manufacturing	250-499
Vidant Duplin Hospital	Health Care	250-499
Thomas & Company, Inc	Manufacturing	250-499
Johnson Breeders, Inc	Agriculture	250-499
Duplin County Economic Development Commission		

Duplin County is home to James Sprunt Community College which, in addition to their 20 Associate Degree Programs, also offers coursework in business, health care, and electric systems technology. Four-year degree programs are available at Mt Olive University in nearby Mt. Olive, NC.

Duplin County is considered a Tier 1 County, which categorizes it as one of North Carolina's 40 most economically distressed counties. The county's overall unemployment rate is at 3.1% and an average weekly wage of \$815 sees little impact from seasonal trends.

II. Collective Vision for Digital Inclusion in Duplin County

In recognition that broadband infrastructure and the resources and capabilities it can support is increasingly vital for communities, the Duplin County Broadband Committee supports the goal that digital equity be achieved throughout the county. For this reason, the committee has outlined a plan that can be carried out to provide resources and support of expansion of broadband accessibility as well as digital equity.

A. Vision Statement

To provide current and future residents and businesses in Duplin County with the knowledge, tools and accessibility to fully participate in the digital society through accessible, affordable and sustainable connections to broadband.

B. Mission Statement

To empower all providers, community leaders, local governments, organizations, and other stakeholders seeking to solve digital accessibility and inclusion challenges across Duplin County with the network, tools, and information needed to reach their goals.

C. Values

Accessibility – We believe fast, reliable, and sustainable broadband should be accessible by all residents and businesses in Duplin County.

Affordability – We believe adequate broadband service should be made available at prices that are affordable to all citizens.

Adoption - We will strive toward providing education and tools to ensure that Duplin County residents and businesses know the benefit of broadband.

Community Alliance – The committee along with community stakeholders will strive to work together to make this collective vision for digital inclusion a reality.

D. Goals

County Broadband Goals

Goal 1: Improve broadband connectivity and access throughout the county.

- Objective 1a: Gather relevant data to assess current broadband infrastructure and analyze data gathered and include stakeholder input as well as identify priority areas in the county. This includes data from the FCC 477, NC DIT Broadband survey results and county surveys.

Goal 2: Improve digital literacy skills among various communities in the county.

- Objective 1b: Seek to connect over 95% of Duplin County homes to broadband speeds which deliver 100 Mbps download and at least 10 Mbps upload speeds by December 31st, 2024.
- Objective 1c: Set a mandate that broadband providers offer a 50 Mbps sub- \$25 broadband option with eligibility verified through the FCC's Lifeline Broadband Discount Program to address affordability concerns for low-income households.
- Objective 2a: Inventory all anchor institutions and relevant organizations with access to fast internet and devices that could be positioned to host digital literacy workshops and/or provide public access to devices and internet.
- Objective 2b: List any current literacy programs available throughout the county could include efforts by schools, nonprofits, community colleges, senior centers, libraries, etc.
- Objective 2c: Partner with stakeholders involved in digital literacy or skill training to draft a plan that identifies additional curriculum, locations used, frequency of offerings and volunteers/instructors available to conduct trainings.

Goal 3: Integrate digital inclusion strategies into community and economic development efforts.

- Objective 3a: Realign economic development efforts to provide support to existing businesses and their online presence and competitiveness to ensure that the future workforce has relevant digital skills.
- Objective 3b: Partner with stakeholders/apply for grant funding to install free Wi-Fi hotspots in strategic community areas: parks, town halls. Create a map that shows locations throughout county that offer free Wi-Fi, include restaurants, parks, stores etc.
- Objective 3c: Support precision agriculture among community farmers through support of broadband initiatives.

Digital Inclusion Plan Goals

- Identify and map unserved and underserved areas of Duplin County that lack access to fast, affordable, high-speed internet access for the purpose of seeking state and federal grant funds required to bring fast internet service to these areas.
- Serve as a resource for stakeholders across Duplin County in addressing broadband availability, sustainability, access, and adoption challenges.
- Encourage Duplin County government and Internet Service Providers, who are already working to expand broadband connectivity to the county's underserved areas, to also focus on broadband affordability, access, adoption, and other digital inclusion priority areas.
- Provide a foundation for area stakeholders to develop digital inclusion strategies and programs.

III. Current State of Digital Inclusion and Digital Divide in Duplin County

A. Asset Inventory

Fixed and Mobile Broadband

According to statistics from the World Population Review, Duplin County has a population of 58,241 with 21,466 households and an average of 2.73 persons per household. This same data states that 65.4% of Duplin County households subscribe to an internet connection leaving one-third, or approximately 4,428 of the county's households without an internet connection. From a broadband availability perspective, the county has seven internet service providers that provide internet service to the county. These include AT&T, Centurylink, CloudWyz, Eastern Carolina Broadband, Spectrum, Star Communications/StarVision, and FOCUS Broadband who is currently constructing fiber optics in the southern part of the county.

Centurylink is the incumbent telephone provider for most of Duplin County and covers approximately 85% of the county. Centurylink does not serve the northern areas of the county near the Wayne-Duplin county line. Centurylink offers internet service to residential customers almost exclusively via DSL. While FCC 477 data and the Centurylink website shows that broadband speeds up to 60 Mbps are available in certain rural areas of Duplin County, no speed test results from our broadband survey support this claim. Centurylink does offer fiber to a few businesses outside of Wallace along I40 and to a solar farm outside of Warsaw along Hwy 117. In 2020, Centurylink received a grant through NC DIT's GREAT grant program to bring fiber optic delivered high speed internet to another 1,300 addresses within its own service area. In many of its DSL areas, Centurylink's service area is overlapped by Spectrum and in many other areas it is being overbuilt by newer providers to the market who are bringing faster service through funds made available via grant programs. For example, approximately 1,306 addresses in rural areas of Duplin County will be overbuilt as a result of FOCUS Broadband's fiber optic grant project which will provide fiber optic delivered broadband to areas that are currently solely served by Centurylink DSL and two WISP's, Cloudwyz and Eastern Carolina Broadband, were awarded funding through the NC GREAT program to make faster service available to approximately 1,735 addresses. While FCC 477 data and the Centurylink website shows that broadband speeds up to 60 Mbps are available in certain rural areas of the incumbents Duplin County, service area no speed test results from our broadband survey support this claim. Figure 4 shows Centurylink's service area in Duplin County.

As represented in the map on Figure 2, AT&T provides telephone service to a very small portion of Duplin County near Mt. Olive close to the Duplin-Wayne County line. According to 477 data, in some areas, AT&T offers internet service delivered via fiber which is capable of providing gigabit speeds.

Star Telephone Membership Corporation is the incumbent telephone provider for a small rural southwestern portion of Duplin near its border with Sampson County. In this area, Star has received grant funds to upgrade the area with fiber optics. Star's service area makes up about 4.5% of the Duplin County land area and their service areas is shown in reflected in Figure 5.

Spectrum offers qualifying broadband speeds delivered over cable modem service in the towns of Wallace, Teachey, Rose Hill, Chinquapin, Magnolia, Warsaw, Faison and along the eastern part of the county near Pink Hill. Spectrum offers service in rural areas outlined on the map in Figure 6. Spectrum's Duplin County Broadband customers are served via DOCSIS cable modem technology over which they offer broadband speeds up to 1 gigabit, and all households who subscribe to Spectrum services would be considered served addresses.

Atlantic Telephone Membership Corporation (ATMC dba. FOCUS Broadband) is a cooperative broadband provider that, in 2020, secured two grants from the NC DIT's GREAT program that will allow the company to bring fiber optic delivered high speed internet to nearly 1,100 homes stretching from the rural areas east and west of Magnolia down to rural areas outside the town of Wallace in southern Duplin County. FOCUS Broadband's Duplin County service area is reflected in the map Figure 3.

Eastern Carolina Broadband is a fixed wireless internet service provider that offers availability in various areas of the county. Eastern Carolina Broadband also received grant funds from NC DIT's GREAT program to bring highs speed internet to 1,435 addresses. As part of the award, Eastern Carolina Broadband committed to providing speeds of up to 100 Mbps x 20 Mbps, but based on 477 Data, Eastern Carolina Broadband only offers speeds two speed levels in Duplin County which are 50 Mbps x 10 Mbps or 5 Mbps x 1 Mbps. However, based on information provided by them in their GREAT grant application, they plan to offer 100 Mbps x 20 Mbps (or best effort) for \$249/month. Their 25 Mbps speeds is available for \$59 per month Their service area is shown in Figure 8.

Cloudwyz, a fixed wireless internet service provider, also received funds from the NC GREAT Grant program to serve a scattering of areas from rural northwestern portion of the county around Faison down to areas just above Magnolia. According to information provided by them in their grant application, they plan to offer 100 Mbps x 10 Mbps (or best effort) for \$199.99/month. Their 50 Mbps x 5 Mbps speeds are available for \$136.99 per month. Although Cloudwyz is an established provider, no 477 data is available to determine what their reported speeds actually are. Cloudwyz's service area is shown in Figure 7.

Methodology for Determining Broadband Availability:

The methodology used to identify and determine underserved and unserved addresses presented in this plan is based on research conducted using the FCC 477 fixed broadband map, a check of Duplin County broadband providers website service availability tools, drive tests, Google Maps searches, public information found on the NC DIT mapping tool, public information pertaining to awarded grants, and survey results from a recent Duplin County Broadband Survey. While there is no single source that can definitively identify all areas that are served or unserved, by combining information from these various sources, we believe this study effectively identifies unserved and underserved areas in Duplin County.

Duplin County conducted a county-wide broadband survey in December of 2021 for the purpose of identifying broadband availability, affordability, and digital literacy needs. Respondents were asked to take a survey by going online at the Duplin County website or complete the survey by mail. Respondents were asked a variety of questions regarding availability of high-speed internet, speed package availability, affordability, and digital literacy. Respondents were also asked to take a speed test if internet was available to them.

In the past 18 months, both FOCUS Broadband and Centurylink have received grants which allow them to build fiber optic broadband infrastructure in various Duplin County communities. These grant programs have a time requirement for which service must be built leading to significant portions of the county that are today unserved/underserved but will have availability of adequate broadband service in the near future. Because funds are committed to build broadband service in these areas and a timeline in which they must be completed (within 18 months), for purposes of this study we are considering them to be served areas. These communities include the area in the southern portion of the county.

Areas where Rural Digital Opportunity Fund (RDOF) funding has been provided have also been identified, but these areas do not have a build out requirement within 18 months. To determine served versus unserved areas in Duplin County, a process of elimination was used based on varying data sources.

- **STEP 1:** Address points from the Duplin County GIS department were compared to service address data points submitted by local broadband provider FOCUS Broadband. The addresses submitted by FOCUS Broadband will be served by fiber optics to the home within the next 12 months and will have availability of qualifying broadband service (25/3 Mbps or greater) These addresses have been identified as *served* and were not surveyed
- **STEP 2:** Checked the remaining Duplin County GIS address points for service availability using the service availability function on the websites of CenturyLink, AT&T and Spectrum. Address points that returned availability of qualifying broadband were identified as *served*. Address points that showed no availability of broadband service or showed availability of broadband speeds less than 25/3 Mbps, were identified as *unserved*.
- **STEP 3:** Address points where Star Communications/StarVision, FOCUS Broadband, CenturyLink, CloudWyzee or Eastern Carolina Broadband have received grant funds to build broadband fiber optic network over the next 18 months were identified as *soon to be served*. *Note: CloudWyzee and Eastern Carolina Broadband networks are fixed wireless and are dependent upon line of site, but we will consider them as served areas because they received NC DIT GREAT Grant funds to build these networks.*
- **STEP 4:** All remaining unserved address points were plotted on a map to identify clusters of unserved areas throughout the county.
- **STEP 5:** Responses from the Duplin County Broadband Survey were compared to the address data map. Responses where no internet service was available or where responses where availability of broadband service was less than 25/3 Mbps were outlined plotted on the map.

Summary:
The totality of the data available from the broadband providers offering broadband service in the county coupled with first-hand feedback from residents gives an excellent indication of areas that will remain unserved in Duplin County after extensive broadband expansion projects have been completed over the next 18 months. The largest concentration of these areas lies in the western portion of Duplin County.

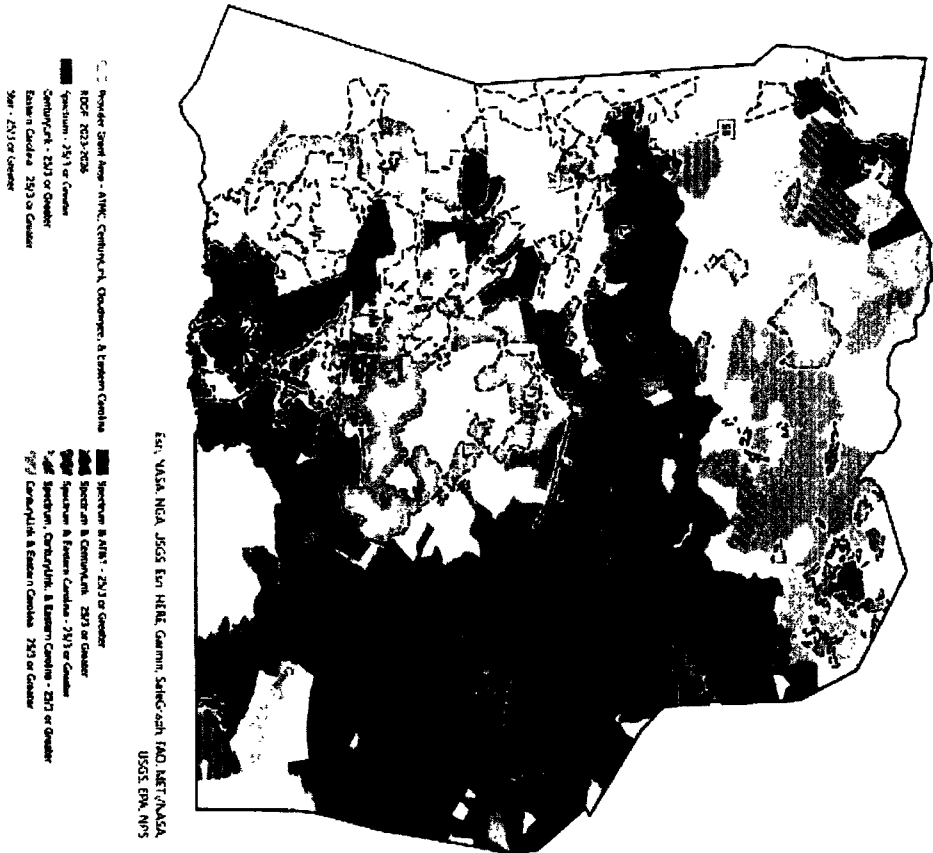
Fixed Internet Providers in Duplin County		
Provider	Tech Type	Max Advertised Speed
ATMC (dba. FOCUS Broadband)	Fiber	Gigabit
AT&T	DSL	60 Mbps
CenturyLink	DSL	40 Mbps
CenturyLink	Fiber	Gigabit
Charter/Spectrum	Cable Modem	940 Mbps
CloudWyzee	Fixed Wireless	100:10 Mbps
Eastern Carolina Broadband	Fixed Wireless	50:10 Mbps
Star Communications	Fiber	Gigabit

It is important to emphasize that the maximum advertised speeds are not available to all subscribers/customers, and often actual speeds are less than advertised

*Information as of December 2021.

Service Provider Maps
Figure 1.1 – All Providers 25/3 or Greater

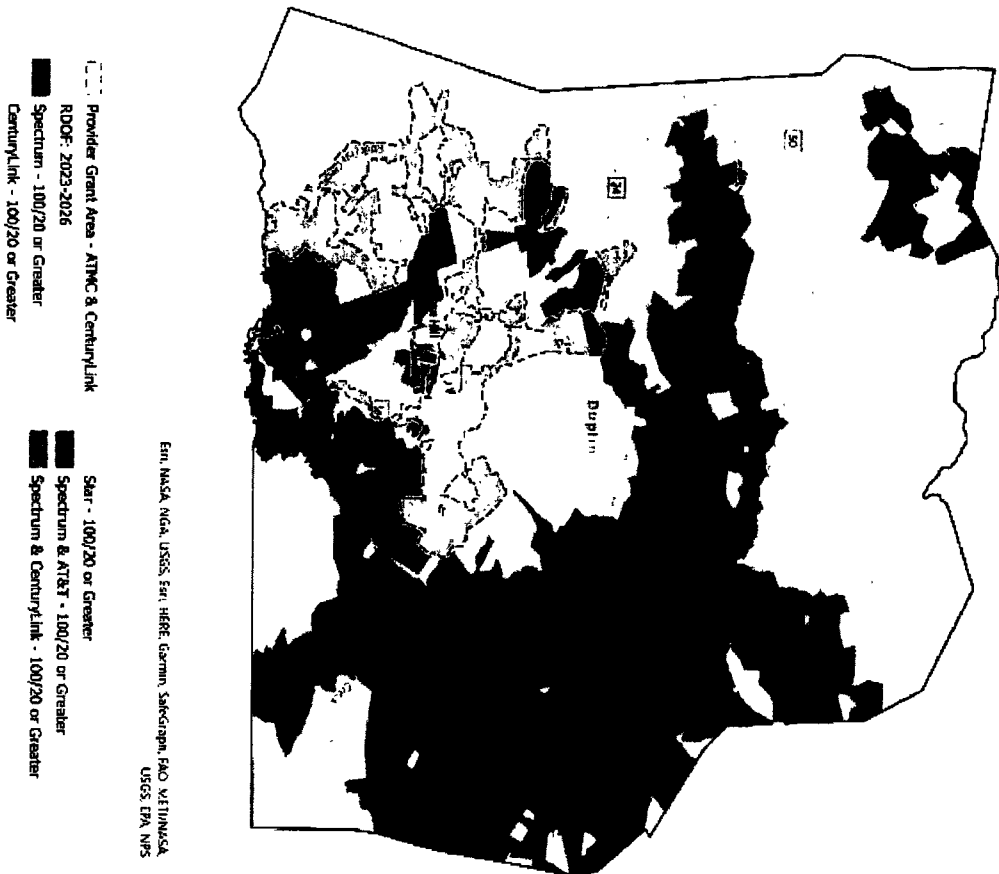
Duplin County - All Providers: 25/3 or Greater with RDOF



*Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021

Figure 1.2 – All Providers 100/20 or Greater

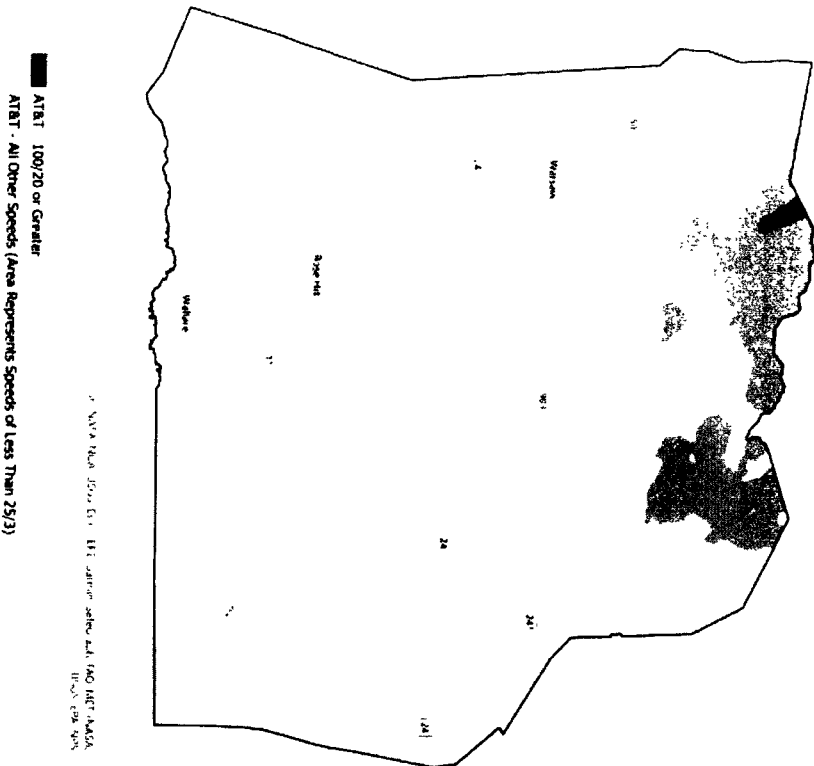
Duplin County - All Providers: 100/20 or Greater with RDOF



*Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.

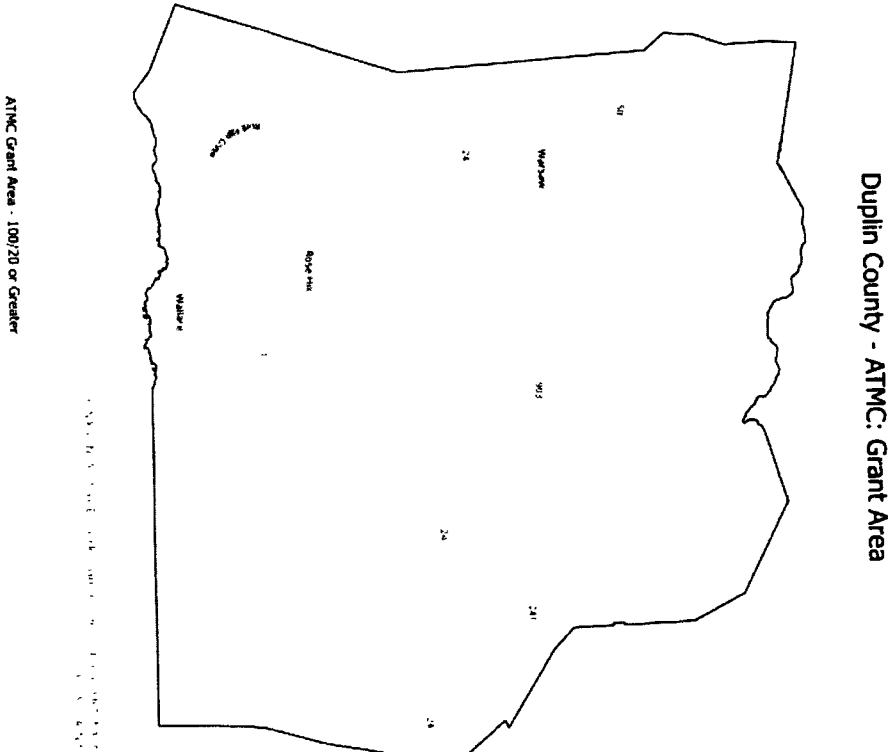
Figure 2 – AT&T Coverage

Duplin County - AT&T: All Speeds



*Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.

Figure 3 – ATMC (dba. FOCUS Broadband) Coverage



**Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.*

Figure 4 – CenturyLink Coverage



**Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.*

Figure 5 – Star Telephone Coverage

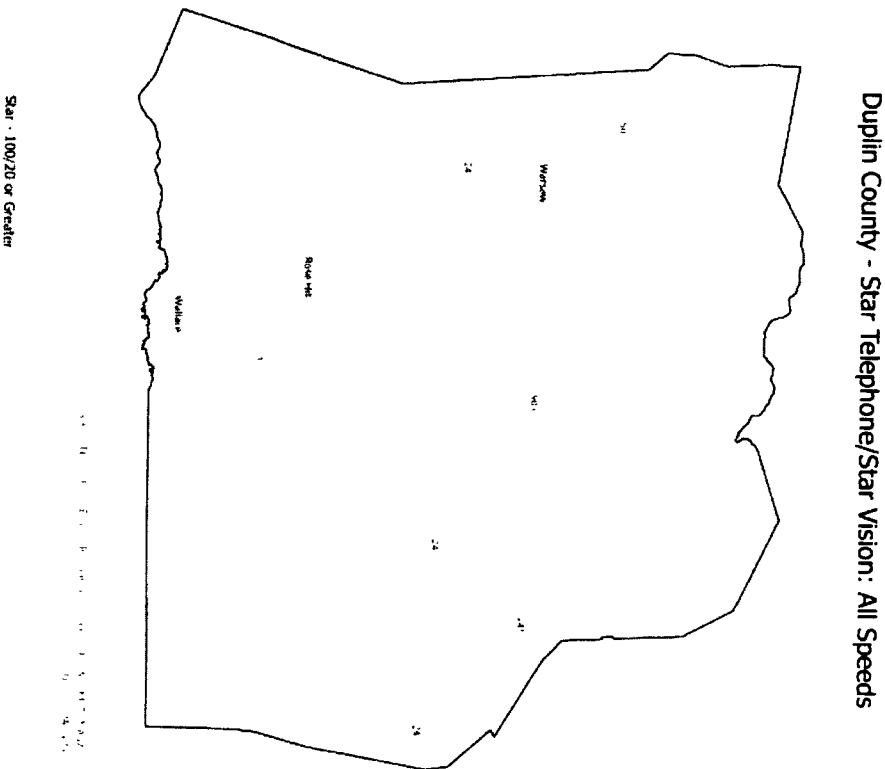
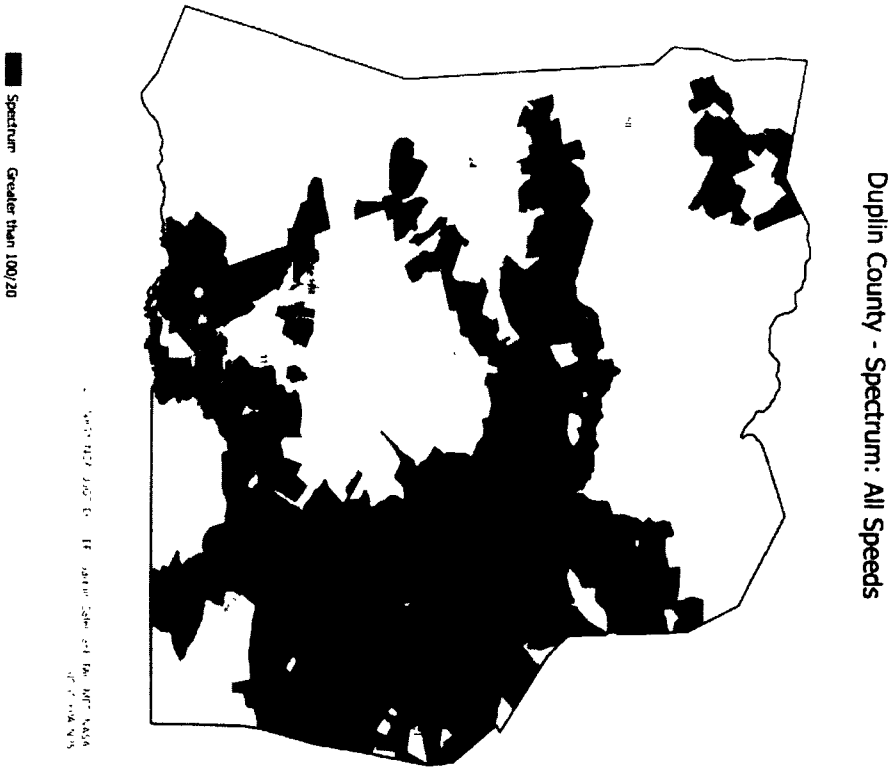


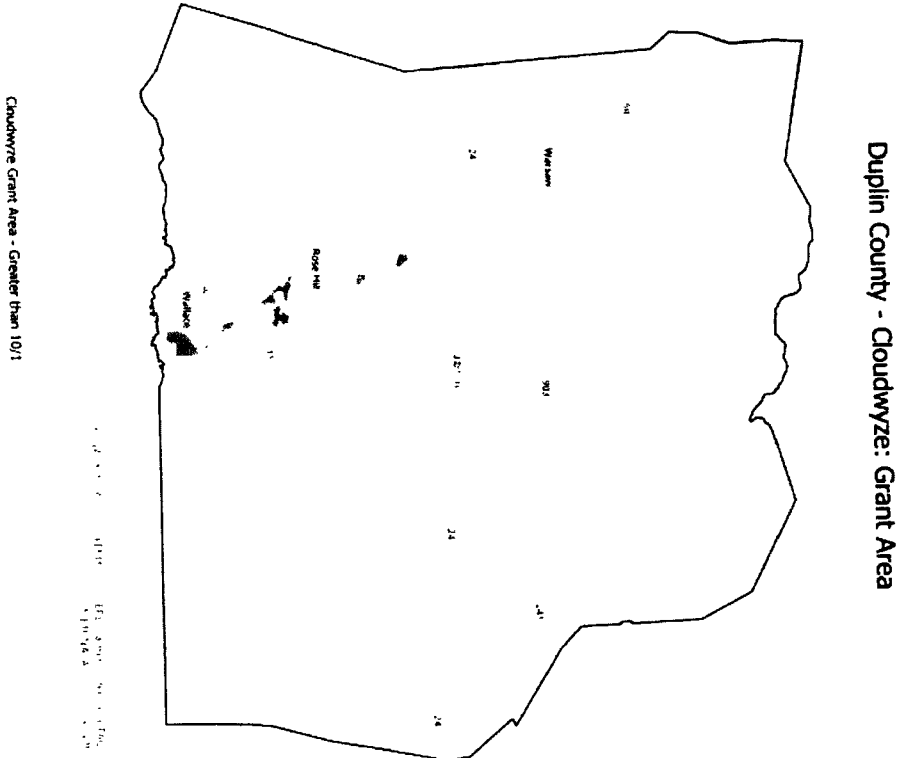
Figure 6 – Spectrum Coverage



**Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.*

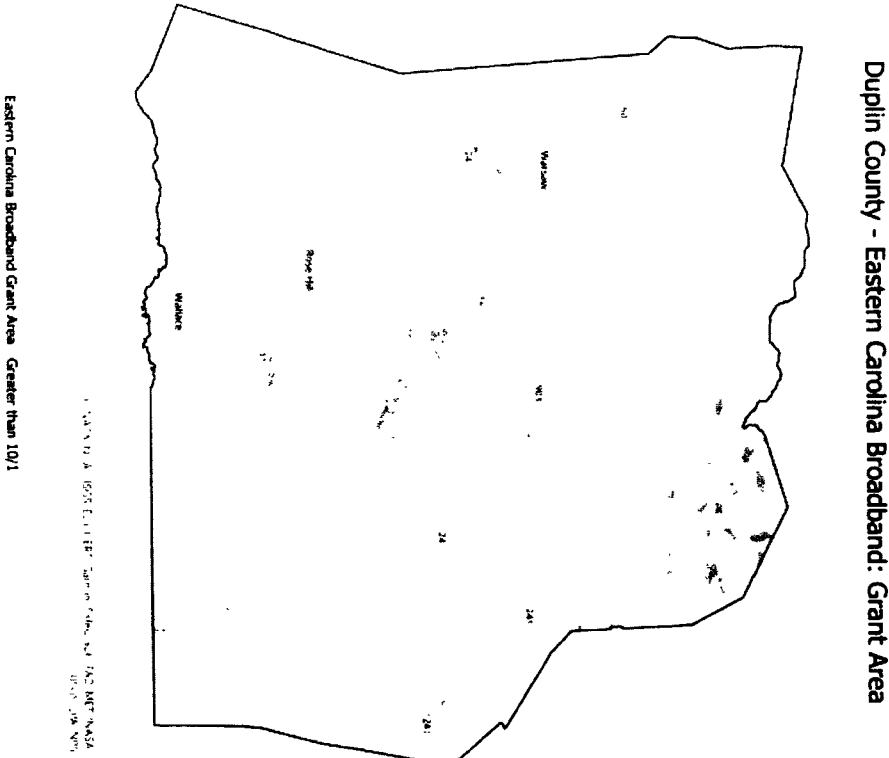
**Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.*

Figure 7 – Cloudwyzze Coverage



**Cloudwyzze speeds and service area are not available on the 477 Map. Service areas shown above are those as were awarded to Cloudwyzze by NCDIT. Speeds could not be verified but must have exceeded the 10:1 Mbps threshold to be eligible for award.*

Figure 8 – Eastern Carolina Broadband Coverage



**Eastern Carolina Broadband. Service areas shown above are those as were awarded to Eastern Carolina Broadband by NCDIT. Speeds could not be verified but must have exceeded the 10:1 Mbps threshold to be eligible for award.*

Figure 9 – Mobile Internet / Cell Providers

With inadequate broadband coverage in several areas of the county, many residents rely on mobile/cell phone access to connect to the internet. More data is needed to understand how widespread the use of smart phones is and the availability of cell service and its efficiency. Cellular dead zones prevent many from connecting as well

Mobile Internet/Cell Providers	
Provider	Max Advertised Speed
AT&T	LTE
T-Mobile	LTE
Verizon	LTE

Figure 10 - Cell Tower Locations

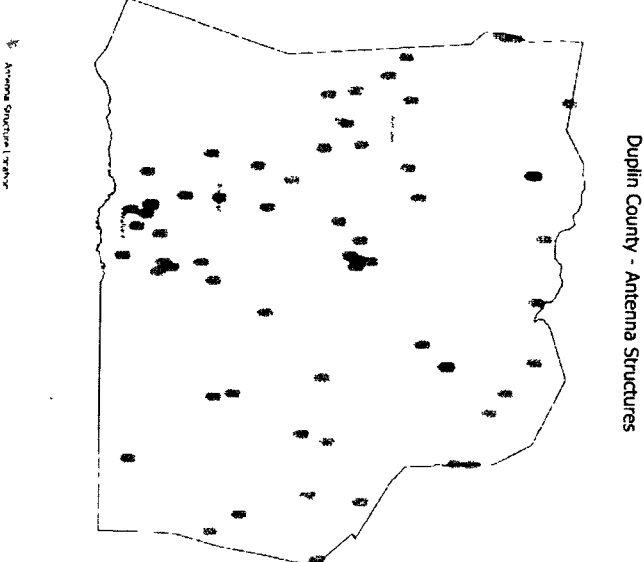


Figure 11 – Demographic and Broadband Data Comparisons between NC and Duplin County

	North Carolina	Duplin	Population
Population	10,488,054	.56	58,241
% With Broadband Access > 25 mbps/3 mbps	95.24	64.6	37,623
% With A Broadband Subscription	80.7	65.4	38,089
% Not Subscribing To Broadband	19.3	34.6	20,151
% Households Without Computers	10.9	18.8	10,949
% Unemployment (Dec. 20)	6.2	5.4	3,145
% Poverty	13.4	17.7	10,308
Age ≥65	16.7	19.4	11,298
< High School Education	12.1	24	13,977
% African Americans	22.2	25.5	14,851
% Hispanics	10.8	23	13,395
Source: US Census Bureau and NCDIT			

Discount/Low-Cost Offer Lending Programs and Wi-Fi Mobile Hotspot Lending Programs

Discounts for fixed broadband are available through all of the area's internet service providers. AT&T offers a program called Access (www.att.com/internet/access/) that provides low-income families with a discounted price on their internet service. FOCUS Broadband offers a Lifeline Match program (www.focusbroadband.com/lifelinematch) that provides a match of up to \$9.25 in addition to the national lifeline discount for qualifying families. CenturyLink and Star Communications participate in the Lifeline program (www.lifelinesupport.org/) for customers that meet the qualifications. Spectrum offers their Spectrum Internet Assist program (www.spectrum.com/internet/spectrum-internet-assist) which also provides a discount to qualifying low-income families.

There are no mobile lending programs available currently in the county. In early 2020, Open Broadband provided several Wi-Fi hotspots in public parking lots throughout the county. These Wi-Fi hotspots were created to help families connect during the onset of the COVID-19 pandemic. It is uncertain if these are still being maintained.

Public Wi-Fi Access Points	
City	Location
Beulaville	Phillip Left Memorial Library, 807 E. Broad St.
Beulaville	Beulaville Town Hall, 508 E. Main St.
Calypso	Calypso Fire Department, 103 S.E. Center St.
Faison	Emily S. Hill Library, 106 Park Cir.
Faison	Faison Recreation and Wellness Center, 184 Park Cir.
Kenansville	Dorothy Wightman Library, 107 Bowden Dr.
Magnolia	Downtown Magnolia, 110 E. Carroll St.
Magnolia	Florence Gallier Library, 104 W. Main St.
Mt. Olive	Snow Hill Free Will Baptist Church, 1224 Red Hill Rd.
Mt. Olive	University of Mount Olive Agriculture Building, 408 Garner Chapel Rd.
Rose Hill	Rose Hill Community Memorial Library, 113 S. Walnut St.
Warsaw	Warsaw Kornegay Library, 117 W. College St.

Digital Literacy/Skills Opportunities

- James Sprunt Community College: Computers - Personal (Enrichment Course)

Individual Support

In addition to digital literacy training, new adopters often require assistance in setting up and using their devices. Duplin County is in the process of identifying those in the community that could serve as digital navigators. Digital navigators are individuals who provide the information, skills and resources needed to bring non-adopters up to speed on digital inclusion. For example, a digital navigator would be someone who understands the issues and needs of seniors to help them access the most relevant and compelling applications, while navigators working with immigrant families would need to be able to communicate with them and guide them to language-appropriate digital literacy and online assistance resources. This sort of assistance is not readily available or has not been identified in Duplin County at this time.

Public Computer Access Points

Public service agencies including the ones listed below often have computers available for use by their clients and visitors. Although not included in this list, there are also several retail locations that provide Wi-Fi as a service to their customers.

Duplin County Senior Centers – <https://www.duplincountync.com/senior-social-services/>

Duplin County Public Library System –<http://www.youseemore.com/duplin/>

Dorothy Wightman Library (Headquarters)

107 Bowden Dr
Kenansville, NC 28349
PHONE: 910-296-2117
FAX: 910-296-2172
Hours: Mon-Fri 9-6:00; Sat 10-2

Phillip Left Memorial Library

807 Broad Street
Beulaville, NC 28518
PHONE: 910-298-4677
Hours: M, T, Th, F
8:30-12:30 & 2:00 – 5:45

Rose Hill Library

113 South Walnut Street
Rose Hill, NC 28458
PHONE: 910-289-2490
FAX: 910-289-2186
Hours: T, W, F
9:00-12:45 & 2:00 – 5:45
Th 2:00-5:45

Warsaw-Kornegay Library

17 West College St.
Warsaw, NC 28398
PHONE: 910-293-4664
Hours: M, Th, F
9:00-12:45 & 2:00–5:45

Florence Gallier Library
104 Main St
Magnolia NC 28453
(910)289-7056
(Temporarily closed for renovation)

Emily S Hill Library

106 Park Cr.
Faison, NC 28431
PHONE: 910-267-0601
Hours: M, W, Th 2:00 – 5:45
F 9:00-1:00

Computers/Devices

According to US Census, 18.8% of Duplin County households do not have a computer in the home. However, during the onset of the COVID-19 pandemic, all children enrolled in Duplin County were able to get access to a school-owned computer in order to participate in virtual classes from home. The county was awarded a \$1.5 million dollar grant in 2021 to update outdated chromebooks for this initiative as well.

There are state and national programs that Duplin County can help better promote that offer refurbished devices at a reduced cost. One of these programs is PCsforPeople (www.pcsforpeople.org). The Kramden Institute (www.kramden.org) in Durham also offers refurbished computers and partners with local non-profits to get devices in homes where they are needed.

B. Needs Inventory

As shown on the maps provided in the Asset Inventory Section there are areas of need in areas of the county that currently do not have access to high-speed internet and do not have grant funding or future plans for broadband expansion. These areas are primarily located in areas between Beulaville and Chinguapin and along the Onslow County border. Duplin County also conducted research by performing speed checks on all area providers using county address data and found that the NC DIT office also provides an index on broadband availability and quality, however, data collected by the county suggests that much of the NC DIT's information is overstated in terms of availability.

There is a need for an expanded centralized list of public Wi-Fi locations and public computer access points that can be provided to Duplin County citizens by local government. The broadband committee can work toward expanding current information to include other entities that provide either access to free Wi-Fi or access to computers by listing churches, restaurants, parks, and community centers that also offer these resources.

C. Partner Identification

At a minimum, the digital inclusion planning efforts from this point forward should involve leaders from the following Duplin County sectors:

- Social Services
 - Libraries
 - Senior Centers
 - Local/Municipal Governments
 - Business Community
 - K-12 Schools
 - James Sprunt Community College
- Local Internet Service Providers – FOCUS Broadband, Star Communications
 - Healthcare
 - Cooperative Extension
 - Non-profit Organizations
 - Chambers of Commerce
 - Utility Cooperatives – Four County Electric Membership, FOCUS Broadband

D. Gap Assessment

As mentioned in the Needs Assessment Section, there are rural areas between Beulaville and Chinguapin and along the Onslow County border that are unserved and underserved and are not included in current grant plans for coverage. Through additional survey information from residents and businesses in this area as well as speed checks from area providers, information can be gathered to verify that these areas are in fact unserved/underserved. These are the areas that need to be targeted for future provider expansion and/or overbuild through grant opportunities or county funding. These areas are further identified in the Figure 12.

From the information gathered, it is noted that access is more of a geographical problem in Duplin County than a demographical issue. However, there are pockets of the population that face additional barriers to digital literacy and affordability, even if the service is offered in their neighborhood. These barriers include language barriers, resource barriers, age barriers and more. These barriers should be considered when planning for digital literacy and adoption programs in the future.

Figure 12 – Duplin County Overall Map – All Providers 100/20 or Greater

Duplin County - All Providers: 100/20 or Greater with RDOF

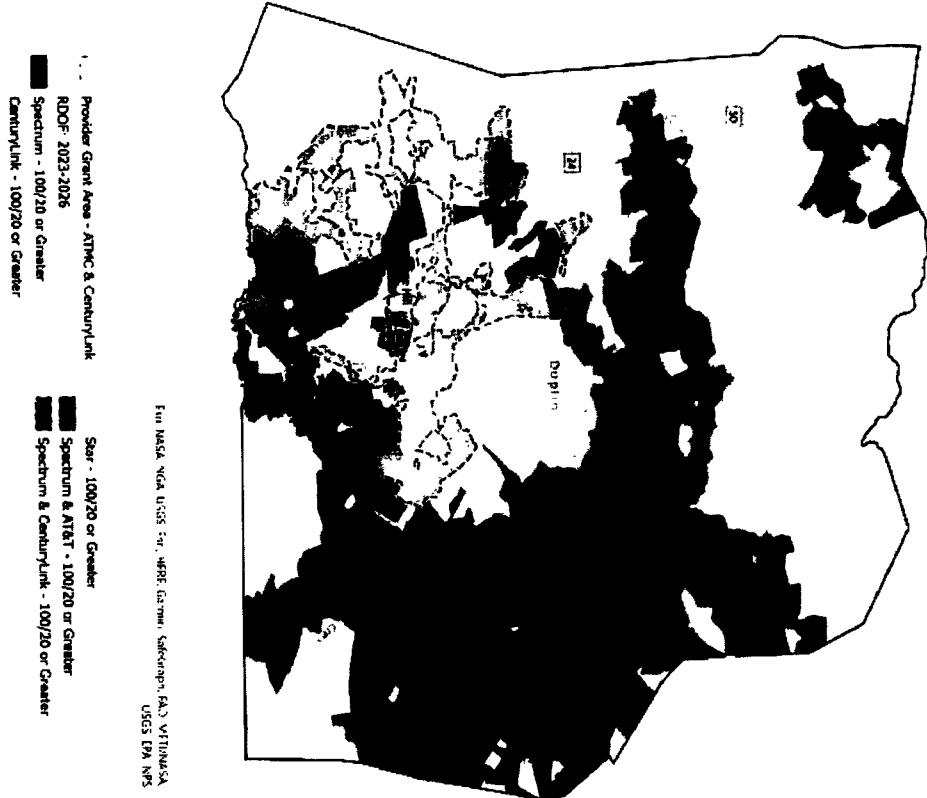
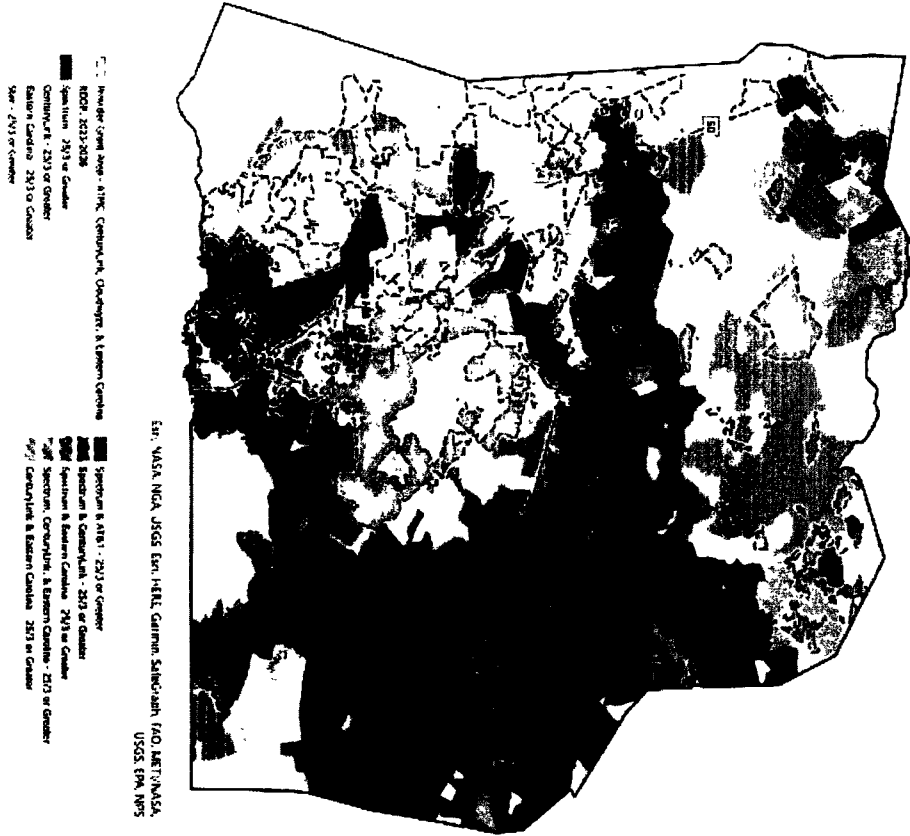


Figure 13 – Duplin County Overall Map – All Providers 25/3 or Greater

Duplin County - All Providers: 25/3 or Greater with RDOF



*Maps formed based on FCC 477 fixed broadband map, a check of Duplin County broadband provider website service availability tools, drive tests, Google Maps searches, NC DIT mapping tool, plant record information submitted by Duplin County broadband providers and public information. Information as of December 2021.

Gaps Being Filled

Research and input from many community representatives that contributed to this planning effort pointed out the need for short and long-term actions to address digital challenges in Duplin County. A number of resources and tools for addressing the digital literacy challenge were considered and listed below. Each of these tools represents a gap that is already identified and being addresses in some manner. There are still many more tools and resources that could be implemented to further enhance digital literacy in the county.

Figure 14 – Tools Used to Enhance Digital Inclusion

Tools Being Used to Enhance Digital Inclusion in Duplin County	
Digital Inclusion Tool	Status/Stakeholder
Demand aggregation studies/surveys	Ad hoc, not countywide
Subsidies for access	Underutilized, application assistance not centralized, limited availability depending upon provider
Public Access Centers	Libraries, Schools, random public buildings
	Libraries; Schools; Social Services; Parking lots for some community anchor institutions, e.g., fire stations, some private businesses such as restaurants.
Public Wi-Fi	
Hot Spot Lending	Schools, Libraries
Guided use of applications such as telemedicine and job searches	Social Services, NCWorks, Libraries, James Sprunt Community College
Technical Assistance	NCWorks, Libraries, Community College
Digital Literacy Instruction	Senior Centers, Community College
Refurbished/Discounted Devices	Some state and federal programs the county could benefit from
Expansion of Broadband	ISP's building fiber into more areas

IV. Implementation: Achieving a Collective Digital Inclusion Vision in Duplin County

A. Strategies for Digital Inclusion

Digital inclusion is a critical piece for community and business growth in Duplin County. Through putting together this plan and gathering information via the survey and resources in provided, the committee recognizes the gaps for the three areas of digital inclusion – Availability, Access and Adoption. Access to high-speed internet is necessary for schools to provide adequate education, for students to be able to research and turn in homework assignments, for healthcare facilities to utilize telehealth and telemedicine, for small businesses to participate in e-commerce and for local government to be able to best serve their constituents. For all of these reasons and more, Duplin County has the opportunity to implement many of the necessary steps to improve digital inclusion which will make the county a more desirable place to live, visit or do business in.

Leadership

The committee listed below with the oversight of county management will lead the initiatives in this plan.

Member	Organizational Affiliation
Davis Brinson	Duplin County Manager
Lindsay Skidmore	Duplin County Schools
Frankie Herring	Duplin County Management Information Systems
Carrie Shields	Duplin County Economic Development Director
Kris Ward	FOCUS Broadband, Local Internet Service Provider
Laura Jones	Duplin County Director of Libraries

Through research mentioned in this Digital Inclusion Plan and surveying county residents, the committee will be able to identify the areas in the county that are most at need for high-speed internet. This information will allow the committee to identify areas that qualify for state and federal broadband grants.

Once areas of need are identified, the county can work with the committee and internet service providers to find opportunities for broadband funding and expansion. These can be combined efforts with the goal of bringing high-speed internet to the maximum number of residents and businesses in the county.

Sustainability and a Holistic Response

In order for this plan to be sustainable, the committee will need to stay organized and compliant with the timeline. The county will need to make broadband expansion and equity a priority that aligns with current county and economic goals. The Duplin County Commissioners have formally recognized digital inclusion as a priority and have chosen to be a part of the solution moving forward.

In addition, the committee will need to continue to consider and support digital inclusion opportunities that can bring more resources to the area. This includes working with Internet Service Providers to research and apply for grant funds through local, state and federal funding programs that help provide both large scale and smaller scale solutions to the issues identified. Digital inclusion in Duplin County can be sustained by creating more awareness of the positive impacts that collaborative and strategic investments can have.

Prioritization

The first priority of the digital inclusion plan is to find ways to bring high-speed internet to areas of Duplin County that are still unserved or underserved. Once this has been accomplished, the committee can focus their efforts on broadband adoption and digital literacy. This can be done by creating partnerships with James Sprunt Community College, Duplin County Schools, the Duplin County Library System and local non-profits to better promote what programs for digital literacy are currently being offered and how the committee can better promote the programs in place. In addition, as previously mentioned, the committee can help identify resources such as grants that bring more opportunities for digital literacy programs, devices or hotspots that can be a benefit to residents.

Necessary Resources

Once more rural areas have access to broadband, the committee can consider expanding digital literacy programs to community centers, local churches and schools. The committee will seek to apply for grants that would provide public use computers and devices in areas that may be more rural and further from resources provided by Duplin County or any of its incorporated cities.

B. Timeline

Short-Term Goals

1. By end of December 2021, establish a broadband committee to help carryout broadband needs identification within the county.
2. By end of December 2021, use FCC 477 data and existing service provider data to determine areas within the county that do not meet minimum 25/3 federal broadband standards. Include areas as served when broadband funding is committed to those areas to be built at a speed faster than 25/3 before December 31, 2022.
3. By the end of December 2021, create and conduct an online and mailed broadband survey to help identify broadband gaps within the county.
4. By January 31st, 2022, report survey findings to NC DIT office.

Near-Term Goals

1. Begin plans for digital literacy programs with county stakeholders, i.e., library system, school system, senior resource centers, and the community college.
2. Continue promotion of county broadband survey through public information outlets, i.e., local radio stations, TV spots, community meetings and events, public bulletin boards, etc.

Long-Term Goals

1. Connect over 95% of Duplin County homes to broadband speeds which deliver 100 Mbps download and at least 10 Mbps upload speeds by December 31st, 2024.
2. Establish programs that provide low-income families with affordable options for connectivity, i.e., the Lifeline Match program.

V. Executive Summary & Recommendations

Duplin County, recognizing that affordable, high-speed internet is vital to the county's growth and wellbeing of their citizens, has made digital inclusion a priority by creating a broadband committee and collaborating to create this Digital Inclusion Plan.

In the early 2021, Duplin County Public Libraries applied for and won funds through a BAND-NC Grant through the Institute for Emerging Issues at NC State University to develop a Digital Inclusion Plan. Since that time Duplin County has been working to write a plan and develop a Duplin County Broadband Committee. In December of 2021, they began surveying county residents to find out more information on access to high-speed internet, adaptability, and affordability. This survey was promoted on the county's website, through local media outlets, available in public libraries and senior centers, and promoted in specific communities by County Commissioners. The research found that while many Duplin County residents now have access to high-speed internet at their homes and businesses there are still pockets of unserved and underserved in the especially in the areas between Beulaville and Chinquapin and along the Onslow County border.

In order to move forward and provide Duplin County with better access, adoption and affordable high-speed internet options additional information is required to develop a clearer picture of where broadband infrastructure is needed and where existing infrastructure needs to be enhanced or replaced. While efforts to address digital inequalities exist, they tend to be limited and mostly operate as stand-online initiatives which is why a holistic approach, and this inclusion plan is important for addressing current issues. There is also a need to develop a more comprehensive understanding of the nature and scale of digital literacy programming that helps address gaps for non-adapters. Finally, there is a need to continue to recruit more leaders throughout the county who will help move these goals forward for the betterment of Duplin County. Listed below are specific tasks and recommendations that can help the county move the needle toward digital inclusion in the context of Availability, Access and Adoption.

Availability

1. Duplin County should create and maintain/update a map showing locations in the County where broadband is unavailable, which data is necessary to recruit Internet Service Providers (ISPs) and to pursue grants.
2. Duplin County should utilize federal American Rescue Plan funds in a way that will allow the county to maximize its investment in broadband infrastructure by taking advantage of state and federal grant programs which target expansion of broadband in unserved areas through programs which require a matching contribution.
3. Maintain a map that shows where public Wi-Fi spots are throughout the county.

Access

1. Public Wi-Fi access locations should be expanded in the County, and existing sites should be enhanced.
2. County stakeholders should work to increase access to devices through innovative partnerships and computer refurbishment programs.
3. County agencies and other organizations should expand awareness of, and assist clients with access to, programs offering subscription subsidies and reduced cost devices to qualifying low-income families and

seniors. For example, FOCUS Broadband's Lifeline Match Program and Spectrum's low-income discount, etc.

Adoption

1. Duplin County, in partnership with the Department of Aging Services, should expand digital literacy training for senior citizens.
2. The Duplin County Broadband Committee should coordinate efforts to enhance and expand digital literacy instruction for County citizens.
3. The Duplin County Broadband Committee in collaboration with James Sprunt Community College and NC Works, should prioritize workforce development training and skills development to create information technology programs that meet the growing demand for those workforce skills and to provide more citizens with basic digital skills.
4. Duplin County Department of Social Services and Duplin County Partnership for Children should develop a digital literacy program targeted to English-as-a-Second Language populations in the County, the largest group of which are Hispanic.
5. In the coming school year, Duplin County Schools should form a study to determine gaps in digital access from students in the public schools and take actions to help close the “homework gap” among families with varying levels of broadband adoption.
6. Encourage local broadband providers to provide a 50 Mbps sub- \$25 broadband option with eligibility verified through the FCC's Lifeline Broadband Discount Program to address affordability concerns for low-income households.

Leadership, Sustainability and Community Building

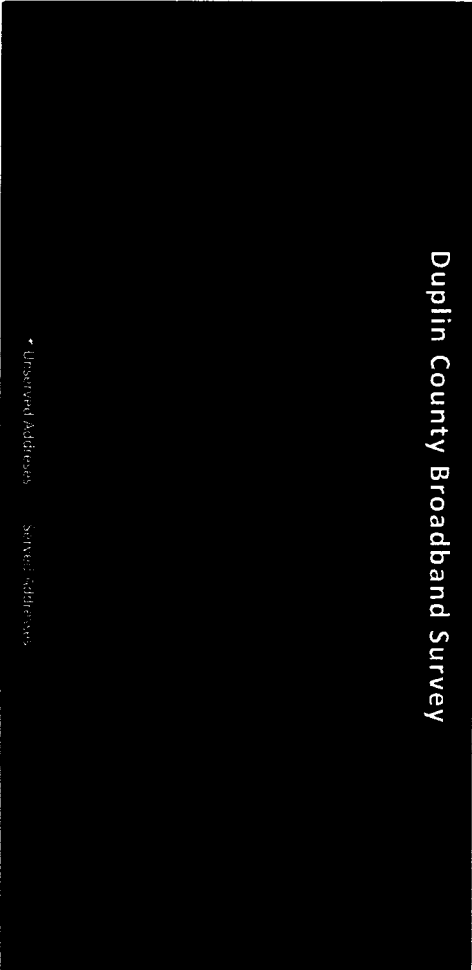
1. The Duplin County Broadband Committee should sustain its digital inclusion leadership role by helping to coordinate countywide broadband activities in the future.
2. Partners in digital inclusion efforts should publicize and share their efforts and success stories to enhance public awareness of the needs for, and benefits of, digital inclusion.
3. The County should have a centralized place on their website as well as contact information for access to digital resources in the County.

Each of these recommendations, if implemented, will help improve digital inclusion in Duplin County. Many of these recommendations require minimal investment and are simple partnerships that can help make a significant difference. Some are more expensive or time-consuming but can bring long-term value to Duplin County. With strong leadership and a community commitment to this initiative, these recommendations can be implemented in Duplin County. If implemented, Duplin County will be able to improve their economy and quality of life for many residents.

I. Survey Results

Duplin County sent surveys to 2,500 residents living in rural areas of Duplin County. The survey window was open throughout December of 2021. Surveys were sent out by mail and the survey was posted on the county's website and shared on social media by several community organizations. Surveys were not sent to areas where fiber optics will soon be made available through grant funding. The survey received responses from 720 Duplin County residents. A copy of the survey is provided in the appendix section on page 66.

Out of the total 720 total respondents, only 75 respondents cited having access qualifying speeds of 25/3 Mbps or greater, and of those, 55 cited that they were served by Spectrum's high-speed internet. Therefore, the 645 respondents on which the data below is based, are truly in areas where there is still a need for access to high-speed internet.



Data gleaned from survey responses show that any rural areas of the county remain unserved. The largest percentage of respondents were in the Beulaville and Warsaw communities. The map on page 30 shows areas in Duplin County that are still most at need for high-speed internet.

Duplin County Broadband Survey

Unserved by Community

Unserved by Community

Duplin County



ENVIRONMENTAL USES BY TYPE, DATE OF ADOPTION AND VETINASA
USGS EPA NPS

RDO# 2023-2026

All Grant Awarded Ares (Including Protected Area)

DUBLIN COUNTY BROADBAND SURVEY

- SERVED

UNSERVED

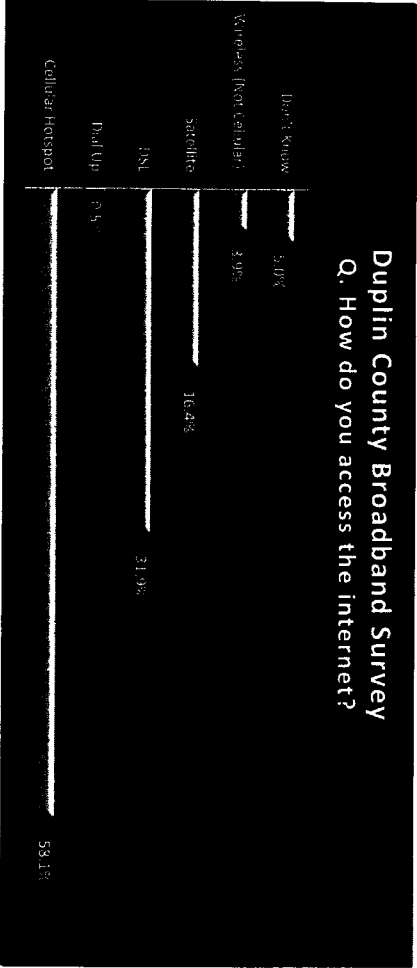
NCONE

- SERVED

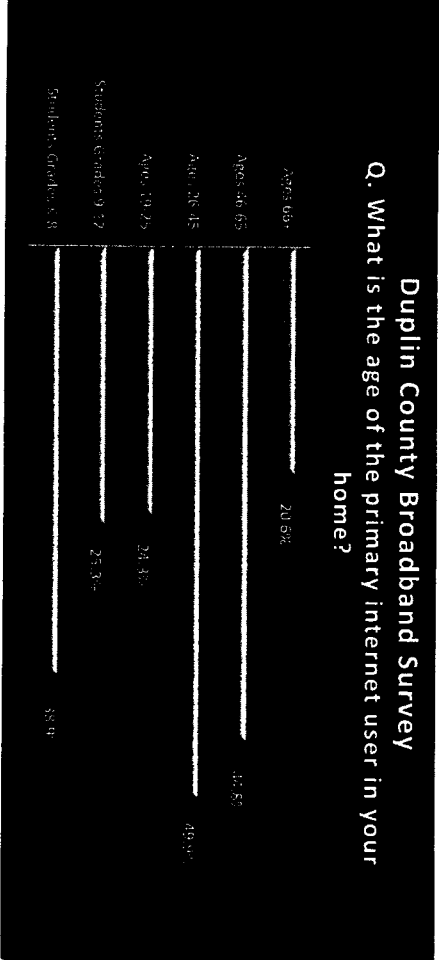
UNSERVED

**Map information based on data from the Duplin County Broadband Survey and the NC Broadband Survey. Information as of December 2021.*

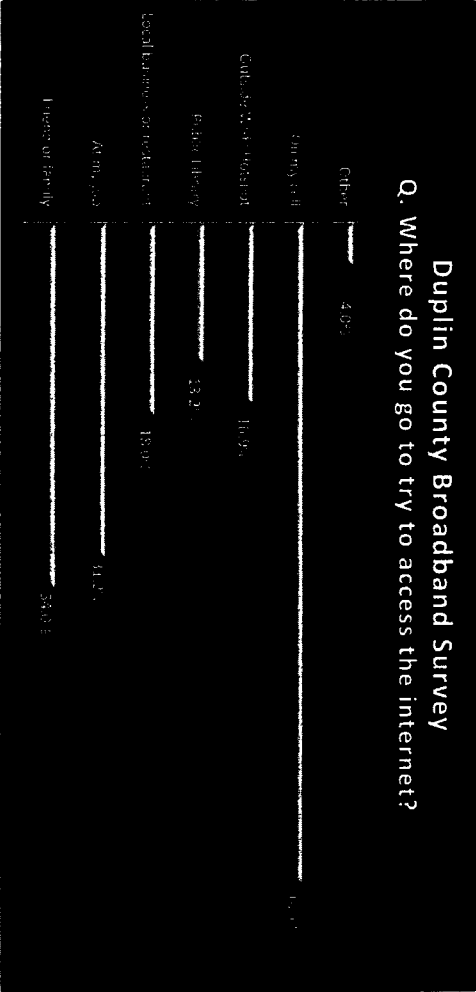
The following graphs indicate the type of internet connection the respondents have at their homes, how they access the internet, their age range and the maximum amount that they would be willing to pay for access to high-speed internet.



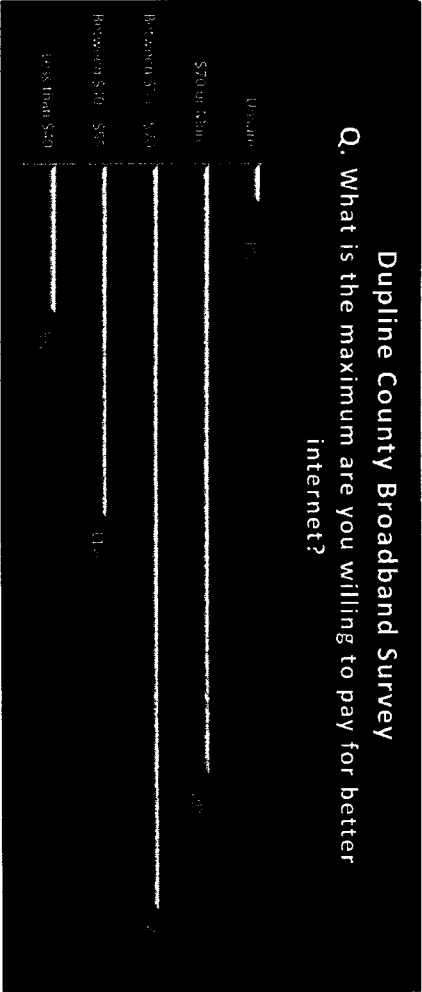
**Respondents were able to select multiple categories.*



**Respondents were able to select multiple categories.*



**Respondents were able to select multiple categories.*



The following comments were provided by the survey respondents. The comments show how a lack of access to fast internet has impacted these families. The COVID-19 pandemic has furthermore exacerbated the need for access to reliable, high-speed internet. Because these families lack access, they've been unable to efficiently work from home, participate in online schooling and they do not have the ability to connect with their loved ones or take advantage of entertainment opportunities.

Here are what many had to say about their lack of high-speed internet access:

- Every time it rains, and occasionally for no apparent reason, the internet goes out. This becomes a problem because the student in the household is unable to access homework. In addition, the relatively slow speed creates inconvenient load times
- Hard to run a trucking business with slow internet. Grandkids have a hard time doing school work with slow internet.
- When school was remote, we had to use hot spot on our phones for our daughter to do school work. Made for high phone bills, but we had no choice to get the work done. A lot of people on this road had the same problems with kids. A lot of kids stay on this road. Having internet on this road would help out a lot.
- Speed is too slow
- Lack of internet has caused me to travel to a friends house out of town to work from home.
- I would like to use a tablet to access Zoom meetings with my family. Trying to Zoom on my phone is too small and cumbersome.
- Can't do anything for school and I am trying to finish school. Never got to. And my little girl is doing some schooling online and can't here.
- We homeschool and are unable to use the internet most of the time. Our internet provider is Viasat. They boast unlimited services that are already minimal speed and cap that off at a certain GB, so when that limit is reached the speed goes down to nothing. Dial-up was better. When we signed up for them we were told no contract but then were put in a 24 month contract. We have CenturyLink and other internet services all around us, but they will not service our home because we are too far off the road. It is unfair that we have to pay triple the price for worse service.
- Discrimination against rural families who don't want to cut down their trees. We have no way of getting CenturyLink, or Eastern Broadband even though they are all around us
- Cannot use Android TV to stream
- Speed is too slow for downloads & security devices
- The lack of high-speed internet is causing major problems in my household from not being able to work from home while I am starting my own business. We have to cut things off in order to "run" or use other things that require wifi/internet. My cell phone bill is higher because I have to run off cellular data most of the time. I pay the same amount every month and my wifi/internet never works properly month to month. When I call my provider, they tell me it is because we do not have high speed internet!!! Please help us county folk receive high speed like the rest of the world.
- Unable to stream TV, child can not take online classes for school. Having to rely on a copper wire attached to a curtain rod just to watch the news and half the time it does not work.
- I live in a bad area on Fountainview Road, Beulaville. The cable is within 1/2 mile of my house. Even when I was self-employed, they would not run it. Spectrum treated me badly.



- My oldest son is a student at UNCW. He takes classes online and has group meeting with classmates. This is an issue when he comes home. I am a school nurse and I also need good reliable internet for email, online faxing, Google meets, and access to online programs. I have two younger sons that use the internet for school. My youngest is currently using an online homeschool program. My middle son takes online classes though Duplin County schools in addition to regular classes.
- With many platforms moving online having limited date and slow speeds it has seriously limited our college attending family members' ability to do their work at home and they spend more hours on campus. The longer hours on campus costs us the additional food and drinks consumed. We have a child who will be starting college soon and would like to attend online due to the program she wants is not available nearby, we are afraid we won't be able to support her because of data limitations and speed issues. Lack of reliable internet impacts us daily.
- We do not have access to cable TV, and our internet is so slow we can't stream television or movies. We are very limited by not having fast internet. Everything seems to be more expensive (internet and TV) and the quality is inferior.
- 1. Maintaining education levels as an educator. 2. Parts research on vehicles, house, local businesses etc. 3. Ability to take online courses. 4. Ability to communicate with family. 5. Ability to play online games with friends. 6. Ability to search for concerts, community events, vacation plans, arts and crafts fairs and supplies. 7. Military records, medical records and doctors offices, house warranty company, car warranties. 8. Receive and answer emails-ordering online-online banking
- When the children were out due to the pandemic it was hard finding access to ensure a proper education for the children and working from home was difficult.
- Have my own business. Need internet for marketing. My children (4) do not have access to be able to connect to the internet for school. My wife is unable to connect to work from home. Cell service is not great here so when trying to use hotspot it's very tough.
- During the Covid shut down of the school it was hard for children to keep up when there is no internet in the area. Grandparents had to home school these kids a lot probably like myself had no internet or access to it. We had to depend on using the school's hot spot a lot of times. To better help my grandkids I would consider this.
- I am sending this because our neighborhood deserves to have good internet service for everyone. The schools, churches, homes, businesses, etc. need it. It's how so many people do business and communicate in today's world.
- We have two internet lines and we still have to go to my mom's for more speed to play some games. On weekends, the internet is so bad we can't stream TV so kids always go to Grandma's because they know there they have internet. Internet is everything now and without it, the kids get in trouble-my daughter has. Can't have family time at home with bad internet when the whole family are gamers. If my kids are not home it's because we have no internet. We pay \$140 a month for 2 lines 8mbps and only 6mbps make it to our house. Some nights we only have 2mbps.
- Unable to watch movies, down and upload data and security systems.
- It would be so helpful to function in 2021 with reliable internet speed
- Century-link is unreliable
- Centruylink is unreliable
- Home Business, private school and church efforts cannot be successful without high speed internet on this Road. We have gotten a quote from spectrum to install internet on our road and they never got back to us and we were willing to cover the cost of 18k to extend the fiber optic wire to our location. Our organization is willing to pay premium dollar if HIGH SPEED internet is made available on Cole Swamp Rd in chinquapin NC
- It is imperative that we get high speed internet



- Disparately need high speed internet in our area.
- Disparately need high speed internet access for our area
- **I can't work from home** because of poor/lack of internet
- The internet and phone service at my location is unreliable and horrible. 90% of the time when using the internet all my Facetime calls drop. **I don't understand when I contacted Spectrum, they said my address and this side of the highway there's no wires.** I sure hope in the near future high speed internet is available. Due to my job high speed internet is a must. Thank you.
- Most all medical Drs. want you to be on My Chart
- By not having access to TV, news, school work, working from home, movies. **It would not cost me as much and I would not have to access from a hot spot that is slow**
- Service is interrupted often. **Dropped service. In the middle of a class and the service fails.**
- Working from home with **constantly losing connection** and not having high speed impact the amount of time I get work done. I have to long on early and work late due to speed.
- **Not able to participate in Zoom** type meetings.
- I have contacted Spectrum on multiple occasions trying to get high speed internet in our area. The line runs down Hwy. 41 and Jackson Store Rd., Old Chiquapin Road and Artiss Albertson Rd between the roads and **Spectrum is not willing to provide internet.** There are over 40 houses on the two roads and it makes sense being that Old Chiquapin Road is connected to both Hwy 41 and Jackson Store Road.
- We can't get schoolwork done from home. Can't work from home, can't look things up on phones most of the time. Can't find basic info about things. My teen can't look up interests or connect with things to do.
- I have a daughter and son who need it for themselves and 3 grandchildren in school.
- **It's caused me to want to leave Duplin county.** I've fought over 5 years with time Warner now spectrum because they are literally right across the street. My kids can't do their online classes or zoom meetings. I have hard times looking up stuff or streaming videos if I can at all. From cell service to internet to satellite every thing in the chiquapin area sucks
- Our kids have needed the internet for years for schoolwork. We still have one in high school and one in community college that still needs high speed internet for school work.
- I live in a bad area on Fountaintown Rd. Beulaville. The is within 1/2 mile of my house. Even when I was self-employed **they would not run it. Spectrum treated me like I was less than nothing.**
- **Having to go to a friend's home to pay my bills online.**
- **I feel disconnected to the world. I pay for US CELLULAR INTERNET, BUT IT IS EXPENSIVE AND VERY LIMITED**
- We are just hinder and behind the time as well as the county business can't even adversity properly to ensure internet as an Avenue
- My children (elementary and high school) grades have dropped.
- **Had a work from home job opportunities but no reliable internet**
- We can't accomplish anything at home but have to go to a location where internet is available on a daily basis.
- **Paying \$70.00 per month for less than 3mbps, with a cap of 55gb per month. Was with century link, speed was rated at 3 mbps, but rarely got a speed test to go over 0.5mbps, century link refused to repair the service because I am on an exhausted line... no plans to upgrade**
- With 2 teenagers and all this homeschooling since covid it has been hard with awful internet. The 10th and 12th graders had late assignments due to horrible service.

- **Had to pay for hotspot in order to work from home and do virtual academy for granddaughter.**
- As a Pharmacy Technician I have online credits that I have to keep updated. So for me it's going to the library after u get off work and sit in my car.. at night by myself. Not an ideal situation this day in age.
- Children are **unable to study online** study guides Children cannot play their games Wife cannot pursue work from home jobs.
- I am not able to have telehealth conferences, internet security services, nor video streaming.
- We are unable to do many things from home. My husband is a pastor and lack of efficiency of high speed internet hinders him from working from home and taking online needed classes as well as accessing pertinent online resources.
- Being unable to work from home because of disability
- Takes so much longer for my child to have to spend on school work after school.
- **Work from home not possible**
- Inconvenience and expensive
- We have sorry internet. **Not more than one device at a time can be used. If bad weather our internet is out for days at a time. I have to use data on my cell phone which can be costly.. We have all but given up on getting reliable internet at an affordable cost.** It is very hard to write a check for service that we do not have.
- It effected my grandchild when trying to do homework throughout this pandemic
- My home has never had access to high-speed internet. The cable company says that there are not enough families that live down my road. But what about the families that do live here? It's been difficult over the years, especially now that 2 of the kids are in college and most of their work is online. All of the world is going digital and to not be part of that seems a little unsettling and unfair even. I've had my home broken into, while it was only once it was one time too many and it would be nice to have a security system in place if it were to ever happen again but due to lack of internet, it's not feasible. I am also a middle school teacher, I have lesson plans to make and it's difficult trying to complete my work while using a hot spot from my phone that goes in and out (my phone bill is also \$800 a month because of this).
- No internet has impacted my family in many was not being able to work from home access higher education online
- **It's very frustrating to live in a small town and not have the online opportunities that they have in bigger areas.** I have missed out on jobs because my internet is not strong enough. I cannot watch tv on 2 TVs at one time using the internet. Our internet has gone out while trying to complete school work! Etc. it's very frustrating and I **hope people take this survey so we can get some better internet options!**
- We have our daughter visiting a lot to help take care of a loved one but needs to have access to work from home. My grandchildren visit a lot and need access with video games and live streaming. I would like to take on line classes and live stream video and be able to access large files.
- Everything including TV requires WiFi. Provide free of charge for elderly homes.
- My family is unable to stream television and movies. **My kids are unable to utilize their tablets/devices without being at someone else's home or connecting to my hot spot.** We are unable to attend virtual guitar lessons when covid risks increase. Children have difficulty attending virtual classes. My son is unable to play any new Xbox games and misses out on social opportunities with friends.
- My granddaughter can't excess her homework or go online for information. She uses my phone or her mother phone.
- My kids need it so bad that my kids are not having enough help to pass high school

- My son is homeschooled & I telework due to covid, we both have to access the internet at the same time so access is dramatically slowed & interrupted. **The weather also has a major impact on our satellite internet & with every rain storm knocks the service out.**
- **My husband tries to work from home and has to constantly leave to go to the store 7 miles away to get service.** My child has to take his Xbox to his grandparents to play and my other child has to do his online classes at his grandparents or school.
- Not having high speed internet has greatly affected our church establishment to live stream worship services (which require high speed internet) and start up our private school which then effects our communities economic stability because we don't have dependable, reliable and capable internet speeds/access. Our organization is willing to pay premium payments to a provider in return for high speed internet above 50Gps. Thanks and God bless.
- Before Covid I was hired by American Express for a work from home position. I would've made \$20 an hour. **Because of the required download speeds of 20Mbps I had to decline the position because CenturyLink said the highest speed we could get was 10Mbps.** The speeds have yet to up upgraded.
- I have missed out on basic functions and I've stopped trying to use it.
- My son is in college & when covid forced his college to online learning **our cell phone internet would not run his zoom classes so he had to go to a family members home.** High speed internet on our rural road would be a blessing to my family.
- We have a hard time watching streaming services. Downloading music and being able to basically do anything on the laptop. We contacted Spectrum and they said it would cost us over \$6,000 for them to run a line to us.
- need more speed
- Unable to have my children do online classes and do their school work if absent due to bring sick. **Help us get internet. It is a part of our life for educational purposes.**
- This is my childhood home. We havent had internet since dial up. There are 11 others on this road who need it worse than us. **It would be nice to finally join the 21st century**
- **It holds my family back** from online employment, educational opportunities and general information.
- Cannot video chat with loved ones across the globe since living here. Cannot access streaming or take classes for licensure at home.
- My family is not able to complete school work like uploading or downloading videos. We can't watch videos with decent quality We also can't stream or ply games b/c the speed is so bad.
- We are not up to date. We can't stream movies and social media is a slow process.
- **Nobody wants to visit.** Lol
- We are unable to connect to our laptop to just check yahoo or face book 9 times out of 10 Internet goes out for hours at least twice a week. Cell phone is very limited also due to the speed of the internet
- It has affected my ability to work. My children have had to work differently to complete their school work.
- I've moved to Wallace 2 years ago wanting something different for me and my family and having no access to internet has affected us in many ways then I could've imagined. I have online college classes and it has honestly **been a hassle having to leave my house just to complete my work.** It also effects my children because they are homeschooled and are not able to do there work online unless I take them somewhere and I work so I'm not always able to do so. My children can't use there devices online which honestly has them dissatisfied and wanting to move back to the city area. I love Wallace and do not want to move so I'm just hoping that you guys could get some good internet I'm my area.
- Daughter could not access during virtual learning.



- I have an extremely costly phone bill so I can have enough data to properly use my devices (smart phone, smart TV, gaming console, security device). When we can access the internet it's very slow. We can't stream videos. Interest access here doesn't mesh well with the technology at this time.
- I had to put my child in private school last year when all school's were virtual because he didn't have internet access to watch videos or complete assignments.
- Certain assignments my daughter can't complete. Limited online access when my son is playing the game.
- **Had to be careful not to go over data cap** when working from home, issues with online school when kids were learning from home, inability to play online games or video chat with family.
- Want to get security system and ability to stream better.
- **Be able to interact with the WORLD!**
- Unable to go back to school to get my BSN. Unable to have reliable security for family, especially with having had multiple people within knocking distance knock on our door in the early hours making us feel unsafe. Unable to make teleconference calls with the hospital on the designated day of Thursday. Unable to have joyful family video nights due to buffering.
- Unable to communicate with family
- We have called about getting faster internet and it's down the road less than a half mile and they said if we pay like 3,000-7,000\$ they can put a line in to our place. We only rent but have been here for over 5 years So depressing and embarrassing in a way
- When I tried to take on line classes earlier this year, **I would have to stay over after work to complete tests and assignments because the satellite internet at my house isn't reliable enough for me to risk taking a test.** That was hours I missed being home with my family. My work requires me to take online classes and do charting at home on my days off. I have to drive to the closes base to get good internet to complete these.
- I have tried to work from home but century link service is so slow that I've had to go elsewhere and work! My kids have issues doing homework bc of the slow speed
- I can not complete my online classes and my son can not complete school work. Also I could have a job working from home
- I'm unable to work from home
- Severely limited home security options. **No "smart home" capability.** So we miss out on some energy saving options and peace of mind.
- Not having internet had really made attending grad school difficult. My family would really benefit from having high speed internet.
- I have to drive 100 miles every day to get to work because my internet is not good enough or my job to let me telecommute which costs us a lot more in gas and wear on our car
- It has impacted us by not being able to access for schooling or education
- **It makes me want to move.** I struggle to communicate with friends and family easily.
- **We aren't able to perform some basic things** like stream movies, download games on P54 or have a secure network to take college classes
- Unable to stream anything on television.
- **I have to go to work early to use internet!** For online banking and shopping and researching. local events & activities , home repairs, continuing education requirements, news, etc.
- Inconvenience and cell service is not well
- **No service at all**



- I could be working from home my kids could be doing abc mouse
- It's hard trying to do school work off your phone service
- My kids don't have home internet to do homework, so therefore they have to go somewhere at night to do assignments
- I own a small motorcycle service business and run it out of a shop at my home. Not having access to high speed internet prohibits me from being able to utilize any other form of payment other than cash. I cannot create invoices or track my expenses and income efficiently or have access to tuning software to tune motorcycles. High speed internet is offered all around our address but bypasses the houses on my end of the road.
- It's been difficult for the kids at home to turn in homework with the use of satellite. When it's raining connection is almost impossible and a struggle
- Having to leave home constantly for my kids to do school work and for my husband to send invoices. Kids can't play their games.
- Need it
- No live stream tv
- I have paid extra to be allowed to use my phone as a hot spot so my child could complete school work during COVID. It was not reliable and would take hours to complete the videos.
- We need it
- Internet is needed.
- If we had high speed internet my daughter would be able to complete her schoolwork at home instead of going to my sister's home or her workplace. Also, I would be able to work from home when needed. We desperately need to have reliable high speed internet. Thanks!!
- Connecting with my son that is in Air Force & out of state, not being able to take on line classes, home security
- We are limited to what we are able to access through our phones
- Daughter cannot complete online assignments in a timely manner from home, timed tests or assignments have to be done elsewhere. Streaming a movie or video is impossible. Cannot use Netflix or other apps on smart tv because of poor internet. Unable to pick up internet in some parts of my 1200 square foot home. Paying a lot for a very small, slow internet.
- Not having high speed internet with usable data speeds has caused a lot of issues with communication via online access and the inability to work from home efficiently.
- It's hard to keep up with my child's school work due to not having internet which cause him to have to turn in late work often, and that is affecting his grades. Some teachers understand and work with us while others just simply do not.
- Paying bills online, church work and activities, watching tv
- Better life
- I homeschool my kids and work from home. Our broadband internet is very slow and unreliable. I often have to go to a family members house to complete work or either go over on our cell phones hot spot service causing us to pay astronomical cell charges. My kids miss out on being able to do online classes like Outschool and my husbands business work has to be completed via cell phone or internet at a different location.
- It's very hard because my son needs for school and me for my job.
- Slows progress
- I've been trying to get internet access at my house for years and nothing is available except satellite internet which doesn't meet our internet requirements

- Miss out on working from home
- Loosing service while on zoom meetings and church services.
- We are not able to complete online learning for my child, stream TV (Hulu, Netflix, etc), We pay over \$100 a month and we are only able to use it for the first week before it quits working.
- Has impacted tremendously last school we had to stay with my parents in Raleigh during the week so my daughter could have high speed internet to do her virtual learning.
- My children aren't capable of doing their online class work during COVID outages. My wife tries to work from home but constantly has to go use public WiFi to finish work. My children think that the internet is phone based and have no idea the type of things that can be done on a nice computer hooked to internet.
- Unable to access the virtual school during the pandemic.
- During the pandemic when we had to stay at home and work it was very difficult for me because using my cell phone hotspot is very slow at my house. Also we pay extra high satellite tv and cell phone bills so we can have access to things that we could get for cheaper if we had high speed internet.
- The internet service we have is so slow, we are hardly able to use it at all. We pay way too much for the service we have, while others in better areas pay way less for better internet
- I am limited in completing on-line job applications. I am limited in FaceTime or other apps that would provide more social interaction with friends and family. I worry about the security of WiFi at other locations but I have little choice.
- Huge impact on kids school assignments
- We have no way to communicate via computer
- Remote Schooling was a disaster. Mother of small children would like to work from home but no connection.
- Constant slow speed causing streaming services to freeze, myself and children having to sit in my car to use the hotspot in there because it works better.
- I am not able to work from home.
- Being unable to work from home and having to have it setup at a family member's house. Unable to watch tv due to lack of internet.
- My children have problems accessing online college classes
- It makes me crazy. Been here for over 9 years, can't get cable, century link, nothing. Cell service stinks.
- Worried we will have an emergency and won't be able to call for help.
- Unable to participate in telemedicine
- We have had satellite internet for many years. It is unreliable and my neighbor who lives down the road has normal internet access via spectrum. But spectrum wants \$10,000 to run a line to my address. The county park next door to me also runs off of satellite or hotspot. More houses are being built on my rural road and it will be beneficial to be able to have home security available for the safety of my family.
- We have to go to a friend's house to have internet. Satellite internet is the only thing available in our area. But a mile or 2 down the road the residences have high speed internet. Please do something about this.
- We just recently moved about 10 minutes from our previous home. Our previous home had access to high speed internet, and our current location doesn't have access to internet. We have definitely noticed the difference! I have the opportunity to work from home, when necessary, but I require internet access, so working from home is not an option for me at this time! We are also burning through our cellular data without WiFi access.
- Hard to do anything excessive at home involving the internet. We always have to travel to my in-laws to use theirs.

- My children have not been able to complete their assignments at home. We are unable to have any family movie nights because we do not have internet to access on our TV
- I work from home. I have recently taken a new job that requires more video conferencing than I realized. I have had complaints of unclear/delayed response time while video conferencing. I am worried about what may happen with this job if I am unable to find better internet.
- Within the first week of working from home I was asked to return to the office since the slow internet service made impossible to work efficiently from home. Traveling to and from an office during a pandemic is worrisome. In addition to that, my son struggles to do his online homework because of the slow internet. He spends hours on the computer and most of that time is waiting for the next page to load. It's frustrating to pay as much as others pay without having the same internet speed as others.
- Working from home is difficult. We have higher bills due to no internet access. Not able to install security system for home and property.
- Internet has impacted my life as well as my kids they are unable to do school work at home. They have to rely on cell phones to try and get anything done that requires internet and that is a hit or miss where we live.
- Barely any access to technology at home.
- It has been a nightmare trying to get my school age kids assignments done during this pandemic!
- Telework
- We have access but it is highly unreliable and slow. The lack of bandwidth literally causes anxiety between family members for "using all the internet"!
- Over the YEARS we have not been able to use internet consistently. It has make working from home, school work, streaming all daunting and has hindered us partly in surviving during the COVID pandemic
- Honestly, we're always delayed on current news that happen in every day life. Being school/work/ or family emergencies. It's been like this our whole lives.
- Well the inability to do online classes and work from home. I don't have the enough resources to better myself in the comfort of my home for myself, family and community.
- I can only afford to get my internet through my data and i only have 10 gigabytes a month. I use those for my online school work. When those are used up I have to go to my moms just to do my school work so I don't fail
- It's terrible. HughesNet is almost unusable. If I had any other option I would take it
- Spouse works from home and when he is working, no one else is able to use the internet. I am in graduate school and we have children taking online classes.
- It limits our access to possibilities that would improve life's circumstances.
- We are paying outrageous prices for satellite internet that we cannot use because it buffers and if the weather it cloudy it is out it would be nice to have high speed
- Its impacted me and my family by not allowing me to do schooling online and with 3 young kids I can't find time to go to school..I've had many work at home jobs that I've had to pass up because internet isn't available in my area..also my school aged child wasn't able to get online for her virtual classes without leaving home
- Unable to work from home. Family not able to visit/vacation here and work remote. Unable to take online medical educational classes
- Current service is so slow we have to limit the devices that can have access. We cannot utilize any security safety systems due to lack of appropriate speed.
- I have a remote job that I am unable do from home. In order to work I must go to my brother's home to work. I would rather work from home since it is a remote job.



- Internet access is not a luxury but a necessity for school and work.
- My children have had to leave during course work due to lag time or hot spot not picking up good and go to a friends house.
- We are behind in many areas especially with our childrens education. With only phone internet we are kept from many extra learning opportunities for our children. Using cell phones for internet is capped at 15 gb and is used up in only a few hours!!!
- I am currently disabled and work from home using 3 mbps from Centurylink. The service is unreliable for working from home and I have had my job threatened on numerous occasions. Also, I nor the veteran that lives here are usually able to complete medical telehealth visits because the video calls get drops with such poor service. And Centurylink has said repeatedly they are not improving speeds in our county. Duplin County residents deserve better options!!!
- There has been a lot of opportunities missed due to lack of fast internet and my partner has had to quit her home job due to very slow internet
- Personally work from home and have no high speed internet. Would be wonderful to have!
- In my area the only internet offered is very expensive. People down the road can get cheaper service but I am told there is not enough resistance on my road to run the wire.
- I can't finish my school
- It should be available to everyone in Duplin county. Because we have nothing available in rural areas, we are forced to either pay ridiculous prices for satellite service which, at best, stays in an affordable price range...just for basic TV. Because we have no available high speed anything in rural areas of Duco, we are simple behind in today's technology World. There's no reason why it shouldn't be available. Period. Farmers, students, and even the not so tech savvy, such as me and my family, could all benefit immensely from this service. Working from home would allow my family a tremendous boost in financial support, should it become available. Since Covid, I think it's vital proof how badly all of Duplin needs this, county wide. It would benefit not just my family, but a tremendous number of families in Duplin county, alone. Thank you.
- Would love to be able to have reliable and affordable internet options to help make life simpler and more efficient
- My son has to go to my workplace to do his online schooling. We can't utilize security devices at our home. We can't stream any video. I can't complete work assignments while at home.
- Very slow down load on my cellphone
- We don't have the ability to communicate with our families that live far away.
- We had Viast at 170.00 a month with speeds less than 1mbps. Had to cancel because it's crazy. We can't do anything. We have to stand outside in certain spots to get cell service. My kids have no way to communicate with anyone. We are cut off from technology. I'm constantly told that even if high speed was available I couldn't get it bc I'm too far from the road.
- Our children have to travel out to get Wifi to be able to do homework and study
- Limits the ease of connecting to internet or use streaming devices
- I am unable to complete virtual lessons from home. We can not use any type of ring doorbell or alexa type system. We can not watch you tube videos. The internet we have is pretty useless.
- Work, school
- My family isn't able to use our laptops or school chromebooks for work or school. Only 1 TV in our house has the ability to use a streaming service, or the game console at a time. It takes multiple hours to download games or movies. We're not able to fully use the capabilities of our devices.



- Lack of internet has kept me from pursuing an advanced degree and from considering a full-time work from home job.
 - I could do more work at home and also could have TVs and stream my movies and video games
 - **It's pretty terrible**
 - My stepdaughter had to go to a friends house to submit her college school assignments when ECU sent them home due to Covid in 2021. **We had satellite internet at the time but it was limited GB in our area and the speed was so slow it wouldn't let her submit her assignments.** I also own a hair salon beside my house and I have no way to accept debit and credit cards at my business without WiFi. **I have a cell phone with internet but even that service is not reliable enough where I feel confident in charging peoples cards without it buffering. We constantly use all data on all of our phones every month just trying to keep up with the online world we live in.**
 - We have a data plan through Verizon, but it can only be used on our phones. We can't get their internet service, or anyone else's that's worth paying for. **I believe dial up is our main option.** We would like to be able to better experience the uses of the internet, as other people are able to. **We don't mind paying for quality, we just can't get it.**
 - So many social, educational, and entertainment options are unavailable to myself and so many others, it is a disgrace
 - With a lack of internet service we have struggled to access online education and submit assignments without having the internet signal drop or stall.
 - **When covid hit, we had to go to a family members house to do school work, even now. when we have a big project to do, or want to order specific things online, we have to go to a family members house.**
 - Lack of internet has really made things hard with the remote learning! **They send home hotspots but they only work a day or two before out of data**
 - My daughter resides at the house now. You used to be able to use a cell phone as a hotspot but that has gotten increasingly unreliable over the past 5 years. It was barely usable when I moved out of the house and is generally unusable for my daughter now. We had satellite in the past and it was utter garbage. Duplin County and NC in general have been talking about having high speed internet available to all for years now. The state claimed it was going to be available to all across the state. Nothing has ever come from that. It seems like big businesses just take grant money and taxpayer funds claiming to address the problem yet never offer it in many areas. It's past time to put up or shut up and actually do something. Residents can't work from home. They can't even do basic internet related things in many cases. Fix the problem or stop taking taxpayer funds.
 - Our tv is basically just a decoration for our living room because we can't stream on it without WiFi. I have a camera, to watch my dog when I'm not home, in my living room that I got just before I decided to move here and now it's useless without WiFi. Our cell phones have a very slow connection most of the time and we can never FaceTime and can barely use social media because of how slow our data is, if we had WiFi this wouldn't be a problem. We only have one car and so my boyfriend is the only one able to work because I can't work from home without WiFi. My high school friends and siblings can't complete their assignments or homework at our house because they're online. My siblings love playing video games on the Xbox and iPad and they can't when they're at my house due to lack of internet.
 - I used to have online classes and I also have a full time job and I'm a single mother so I had to drop classes for not having time to go get wifi from another place
 - I keep grand kids and the need internet for assignments!!
 - **It has really made it hard for my kids to do their school work and for me to do mine also. It has crippled my business from not being able to get messages as soon as they have been sent due to lack of service.**
- When kids were home only one person could use at a time. Cause fights because I have to restrict people from using while I was using. Had to order another service while my son and his wife were living here, only 3mb available. **Centurylink told me if I canceled current service I could only get 3 mb if I joined back.**
 - I do not have the opportunity to work from home. **I have to rely on other's access to internet**
 - Internet is so slow you can't hardly order online or do banking online. Would like to have streaming service.
 - We would be able to complete online school assignments and do work from home.
 - It has been hard for my son to do school work and do research it has also been difficult for my family to communicate with our friends
 - It is expensive to have internet access by phone. I am also limited on TV service. I can only access TV by satellite and have no choice to stream programs. Sometimes, the connection is not good to conduct business.
 - It is very disappointing that high speed internet is less than 1 mile away on the next road over, yet the 12 families on my road **have to deal with satellite internet!**
 - Cannot do things without high speed. **We only have cellular data.**
 - Slow speed for school assignments. Slow speed downloading and completing work from home job tasks.
 - My husband travels alot and works from home. **We have to us cellphone hotspots** in order for him to work and it is really slow and sometimes doesn't work good because our cellphone service at home is not good.
 - We can't get on the internet and can't keep up with family and friends through social media.
 - School work and streaming services
 - We have to leave home and go to a friend's house just so the kids can compete assignments. We pay what most people pay for high speed internet, and our service is unreliable. **Half the time our internet is out and Star will not even find the problem on their end. We can't use two devices at one because the internet can't keep up.**
 - I am able to work from home on the service we have but internet cuts out and impacts connectivity to meetings and file access.
 - It's 2021-nobody should not have access to the internet.
 - My kids would be able to do more as far as online classes & possibilities of working from home right for us is not an option.
 - **Lack of internet access prevents my kids to do school work at home**
 - Our slow internet speeds does not meet our demands. **We have been waiting for many years to upgrade internet** and have faster reliable speeds.
 - It has impacted my whole family. **We have to drive to town, which is 15 minutes away to use faster internet so my kids can do assignments and projects for school.** My family is unable to watch TV do to not having high speed internet and cannot talk with family members in other states over facetime. Please help us to get high speed internet really soon that is affordable. Thank you
 - Because we can't afford the high prices for internet in our household. If we had internet we would be able to search for a job.
 - It affects us watching news and other tv programs as well as communicating with our family and friends
 - No streaming for fun or education.
 - So many things are now connected to the internet, and **we're really at a disadvantage by not being able to access the internet at will**
 - Very slow internet available at residence, do not have it due to the speed. Use cell phone for internet which is Verizon, cannot access internet at times due to poor or no service, unable to make and receive calls as well.

- Can't do anything from my home.
- We are unable to participate in online schooling or streaming.
- Our son just graduated from college with his undergraduate degree. He has moved home and will be starting his graduate studies January 10th. Our internet service is not reliable. We are concerned he will have to travel to find internet service. Also our security system is not reliable since our internet service isn't reliable. We aren't able to watch/stream Netflix etc. Not able to print simply because our internet doesn't stay connected. More reasons we are impacted than I can list here.
- We have constant issues with are security system as well as not being able to do our job properly from our home.
- My children cannot complete homework assignments and the option to work from home is not there.
- We are a military family who recently moved here. **We absolutely fell in love with the small towns of Kenansville and Warsaw. We love the area and we love the people. But, the DSL internet was a complete shock! We have even been considering moving to an area with better internet. Other military members have said they stayed clear of this area due to the internet speeds and cellphone service.** The kids struggled greatly when we first moved here to complete their homework assignments online. Some videos they needed for their assignments would not even play. Frequently, my son would submit his homework on class dojo, we would wait with our fingers crossed that the document would load. **Lots of times it did not load correctly and he would have to complete the assignment again and again until it finally loaded.** It was really disheartening. My husband is deployed, and will deploy often. I would love to get a job where I could work from home. That way I can still be a great mom, but also help to provide for our family. I just enrolled into Methodist University, I am going for my bachelor's in social work. I am terrified how hard this online program will be due to our internet issues. Videos take minutes to load. Switching between webpages is hard. You have to wait for one page to load. Find the information you need, switch back to the previous page and wait again. I have looked for areas around Benson and closer to Goldsboro that have free high speed internet I can connect to incase I won't be able to do my assignments from home. **We currently have CenturyLink. Our internet is normally around 1Mbps-7Mbps. Our Upload speed is always under 1.0 Mbps. Well also pay for a Verizon hotspot to help with the internet during the days when it's to slow.** Sadly, we live on the edge of the cell tower service so it isn't much better than the dsl. Verizon sent us a service booster, but it isn't useable since it requires wifi to work. **And our internet is trash.** We had to disconnect our security system from the internet due to it bogging down our service to the point where it was unusable. Now we can stream shows and browse the web, slowly with lots of loading, but now our security system is essentially useless. We have been on a wait list for Starlink since February 2021. One month after we moved here. I would much rather have spectrum high speed, but that isn't an option. Good luck with the grant! Higher speed internet would definitely improve Duplin County. It's such a beautiful area.
- The lack of fast internet has hindered job opportunities and my ability to enjoy leisure activities at home.
- When we had internet access through Interstar wireless—when it was beamed to our home from the water tower—our internet was affordable and I was able to attend college online. Now, with that service no longer available, **our hotspot through Verizon is expensive and limits what I can do and also what my children can do. They have no access to the internet at all.**
- Very hard in 2021 to miss out on high speed internet at home
- I'm unable to pursue any form of remote learning or work from home positions at this time because the few choices available are completely unreliable (DSL from centurylink) or ridiculously expensive (satellite)
- Have had to pay for a hotspot for internet and always run of data each month
- If had high speed internet, could have better speed for streaming and as mentioned above, son could visit more often if he could work from here.



- Unable to complete online class assignments at times, unable to expand online business opportunities online, difficulty accessing information online and ultimately doing without.
- Just the fact of not being able to have the choice of different companies, and having Century Link crammed down our throats when their service/connection is crap!!
- **Satellite internet is available but extremely slow and unreliable. It is also very expensive for the lack of service it provides.**
- Inconsistent internet speeds for any reliable use of internet.
- **We have to leave home to get internet access at other family members home or go without. My high school child is unable to complete assignments sometimes due to no internet access**
- We are not able to search or use sites like amazon. And our grandkids are not able to get there school work done at our house
- **We do not feel connected to the outside world.**
- We have to pay high cellular plan which is limited data. I cannot use it to start and run a graphics or computer repair business. When data runs out online banking becomes difficult.
- It has been awful as we can hardly do any of the things we enjoy. There is no way we can stream shows or play games that require any sort of internet connection. Even games that do not require internet connection may require updates before they can be played it sometimes takes days for the updates to download. Furthermore I try to work from home but I lose a lot of money as I can't keep up with my work the way I need to due to poor internet speeds. Since the pandemic started it has been even worse since we have been unable to video chat with my grandmother in the nursing home or any other family members that we can not see in person at this time. **What's even worse is we also get little to no cell phone signal here and so when the weather is bad our internet goes out because it is satellite and we lose signal with the least bit of rain or cloud cover and with no cell service we have no way to get important news or weather alerts during crucial times such as hurricanes. As if all that weren't bad enough we pay \$110 a month for our internet which we are lucky if we are even able to watch a Youtube video on mostly it is just good for Google maybe social media but even Facebook loads slow on it. We have lived here 5+ years and this has been life I have called so many times to different internet companies to try to see if I can get any sort of anything going to get better internet out here but I've been told time and time again that it will likely never happen. It is frustrating!**
- Not being able to work from home or take online classes.
- I am unable to access the internet without my husbands hot spot. I pay an expensive bill for satellite internet and it rarely works.
- Not being able to connect with the poor service we have. Since it's our only option we just pay full price for the only service that is available to us.
- **We have century link, it goes out when it rains.** Can't watch tv, my husband has to work from home sometimes and he can't
- In this TECHNOLOGY advanced world, **Internet should be offered just as lights were to the rural communities.**
- I'm a teacher. **I would often have to stay to work late hours where we had internet because my internet connection wasn't reliable at home. I can set up a hotspot through my cellphone but that runs the bill up.** Additionally, I would not have been able to teach effectively through zoom or google meet during the pandemic due to my internet. I would have to record lessons and share with students through google classroom.
- Not able to efficiently work from home.
- Not being able to do school work
- Slow internet has made online school and projects hard to complete.



- I need internet
- It has made things harder. Especially because my kids often have school work online.
- **I have a extremely high phone because I had to upgrade my plan to include hotspot. I'm not able to work from home, I have to go to my parents house.**
- **Feel left behind in a digital age.**
- Can't do online class work, stream movie, unable to have security cameras
- It's hard for me to complete work from home As a teacher. I would like to work on lesson plans, but it's hard to utilize outside sources on my laptop without internet. I also have virtual doctors appointments that aren't very beneficial because my cell service is awful. My little boy will be in K in about 1.5 years and I'm sure having access to internet would be very helpful.
- We just started our own business in November and are realizing how hard everything is without having internet. We also are in dire need of security cameras but with this day in age everything runs off of WiFi and we cannot get any. **We can't even get Hughesnet because we have too many trees!** Pleaseeee help us be able to get high speed internet!!
- The lack of fast internet has impacted me and my family because we can't submit assignments for work or school and we have to disconnect certain devices to upload or load assignments on time
- Limits ability to access internet
- My children are unable to complete school assignments, and I can not complete work from home
- Can't complete school or use entertainment
- **Data plan runs out of data before the month is over.**
- **We are left behind**
- It makes online school virtually impossible
- We are not able to connect reliably and therefore we miss out on a lot of opportunities
- Each person in my family needs a cell phone with its own unlimited data plan wich is very expensive.
- We spend a lot of money per month to get poor internet. Great internet at a cheaper price would allow us to spend that money on other things our house needs
- It has impacted us financially through COVID I was unable to work remotely
- It's very frustrating when kids are trying to do homework online and they have to do it once at a time because if both of them are trying to do the same thing it freezes up and the other 2 kids also can't do their work at the same time same time at home school my oldest so having reliable fast internet is a must for us and it'll be very nice if we can get it
- We moved cross country from IL last year and away from cable and fiber options for a new job opportunity for my husband. **When we bought this home, we were told we could get 20mb down, no problems. That would have been sufficient for my remote healthcare job. When we were hooked up, we received 1.5 down and .4 up. Voip calls take a minimum of 3 down.** This lie has cost me multiple job opportunities and has made educational opportunities difficult for my children. The map shows we are covered by Spectrum. I've filed FCC complaints over the inaccuracies of data and the lies of the Century link sales team, but no one seems to care.
- We're left out. Wireless printing, online classes for the kids, 4H zoom meeting during lockdown, opportunities to work and maintain our homeschool are just not available to us. We're 800 feet off the road and have been told were to far from connection station. Seems unfair to us that there is zero competition for internet in our area and these companies are not required to offer access to all residents. We've lived here ten years, waiting for access that is affordable, reliable and up to competition's speeds.

- Virtual school was a nightmare. The children are in school but still bring homework that requires them to be online through their chromebooks.
- We miss put on job opportunities and my daughters have a hard time with school assignments
- We have a large farming operation that requires printing and emailing everyday. Our internet is so bad that some days we struggle to get these tasks done in a timely manner. High speed internet is so close to us but stopped short.
- When my children were in school and had to complete online homework **we always have to go to friends house.** It's a big inconvenience. With Covid I could have work from home however my hotspot thru Verizon is extremely slow.
- A lack of fast internet has slowed the pace of our family. We are unable to use our security cameras and do homework.
- Many times its difficult for my children to do homework, participate in Google meets, etc for lack of adequate internet. **My eldest has to seek internet else where to do assignments** after dark because she works and our **phone hotspots or school hotspots do not work appropriately.** My opportunities of being able to seek a second job from home to better provide for my family have been affected as well. Having to pay high cost for satellite tv in order to have something to watch also affects are family's income. We've also had things stolen from our property because of not having adequate internet to install cameras with out it breaking the bank. Many opportunities have been lost and having poor quality internet in our area affects our everyday negatively. Even phone service and internet services in our phone hardly works properly. Needles to say we need this to change immediately. We are not progressing like the rest of the country and we should. Our county deserves to have adequate and fair internet services that provide high speed internet for our families sake.
- **We literally have no one that provides internet except HughesNet** and we cannot afford 100 a month for internet. We have 5 kids and 2 adults and we struggle as is. It's ridiculous how we can't find any interest that is affordable
- **Our options have been cell phone and satellite. Both are unreliable.** My son was challenged to access his high school and college coursework from home. During the Covid shutdown, it was impossible for us to participate in video meetings for work.
- Can't enjoy all the benefits of high speed internet.
- Satellite based internet is extremely unreliable and has very poor performance. **I work from home and have to use a cellular Hotspot is not a long term solution.** I am a telecommunications engineer and it is very inconvenient to explain to colleagues why I have such poor service.
- We pay bills online and sometimes we have to do it several times before it connects
- online classes, teladoc services, streaming
- Hard to keep up with technology when you have limited access. When both of my kids needed to do online school it was a real problem. Not enough internet for both kids to be watching school videos and accessing online content for school.
- Paying higher bills for TV and internet, not able to use streaming. My son would like to be able to use for gaming on his Xbox. Also doing online bills. While there was schooling from home our **internet would lag severely** and some of the assignments took a **very long time to download and upload** to submit.
- We need it please! It is almost to our house! It is only about 1\4 mile from our home. Please!
- Loss of time
- Unable to seek work at home options, causing covid times worse with not having internet connection and unable to work from home

- Unable to complete many tasks that require internet
- Negatively due to the need to access more from home due to covid restrictions and needs.
- Internet at my home is very slow
- Unable to afford
- It has made things slow and sometimes it will buffer causing frustrating experiences
- This county "invested" millions in the "internet" in the early 2000's. We were lied to & scammed - no cellular signal in house or the 15 mile drive to work in Mount Olive (township). No signal anywhere. Broadband satellites interfere with my radio & tv.
- During pandemic my son had many issues completing school work. My daughter in law was trying to finish college but internet was terrible. Cannot be on computer and watch Roku on TV at the same time. **Cellular data is almost non existent in this area.** Please help!!
- My job requires me to attending meetings on Microsoft teams and with Connection speed lagging. This creates delays in productivity and the need to find locations in the home that are not beneficial to family flow.
- Have gotten **kicked off of school tests due to insufficient internet connection.**
- It would be helpful to have reliable fast internet at home. This would ensure any school or job related work could be done in a timely manner.
- Not reliable for working from home, not enough bandwidth to support connected devices for school and streaming.
- **Century Link service is just okay at best. Internet is not reliable. It is slow at times. It takes forever to get service or to fix when it is down.**
- During school shut down - unable to work to accommodate using mobile as a hotspot or travel to local public hotspot
- I've been turned down for jobs due to internet not being fast enough
- My son who is a college student, lessons were late being submitted. The WiFi would just kick off. We would have to reboot the router like once or twice a week. We couldn't be on the WiFi at the same time. My son has to take his online class at school because the internet is unreliable.
- Almost all messages sent by doctors, repairmen, orders, etc need responses by email. Sometimes I have to go outside to get a signal. Some need printing. I have to go elsewhere which is unsatisfactory for seniors. Thank you.
- Makes it extremely, very, very difficult to use service without losing information and/or losing signal all the time. **Not having a strong signal-once found have to remain in that one spot spot or you will lose your signal and phone service.** It helps me to have a better call quality for not dropping calls all the time. Very annoying especially when you're on an important call. Thank you very much.
- I live down a long dirt road- a farm further down. You cannot get internet service with AT&T, Dish Network, DirectTV, CenturyLink, Spectrum because they do not offer it in my area. But I can get and did have Viasat, but could no longer afford it. I'm a widow now.
- Delay in researching information due to slow access.
- Can't stream movies or do facetime calls with my grandchildren sufficiently
- We need help. internet is not good.
- Please bring spectrum or other fiber optic providers
- Centurylink is terrible
- Gaming and video streaming is impossible right now. **Need high speed of over 50G**



- Need high speed internet in area
- Poor internet has greatly impacted our family
- CenturyLink is not a good internet provider. We need better service
- **Can't even use the internet all at the same time without messing each other up**
- A lack of fast internet has made it hard for my family because my younger brother isn't able to do his homework at home without WiFi.
- It has severely hampered our efforts to find assistance with home projects, assistance with my aging mother in law, tv reception, can't use my new blood sugar meter or a security system for the house. Dish and Direct TV are unreasonable in price and contract. Spectrum required \$10k to run a line and has a bad reputation. Hughes Net has a terrible reputation. **CenturyLink we just started with has a bare minimum service and is not upgradeable. It took us 6 months to get any service which is poor.**
- **The only internet available in my area is Century Link. You can't use more than one device. I use my cell data for home internet.**
- Not able to always complete or forward documents timely. My guys sometimes have to complete assignments in school!
- Paid \$65 for years and then got a phone plan recently.
- I have to do cont. ed for my job and it has been very hard not having fast internet service, also my niece and nephews that live next door need fast internet service for school.
- As a Computer Engineer, it's hard to reach Microsoft, Dell, Red Hat, Tiger Direct, New Egg, Dramen, and other tech sites to order parts and support community.
- It stops me from being able to work at home sometimes unless I use my phone
- The internet is so slow at times it takes all day long to pay a handful of bills online.
- Slow internet is too time consuming and have to go to business in person
- I'm unable to access and share work files. My grandkids can't watch/use their educational programs when they visit. Streaming services are "laggy" at best.
- Children taking online courses and they keep losing connection. It is discouraging. **Getting dropped in the middle of a test. Even though we pay for 10 mbps when we check it is usually 8 or less.**
- I would do more for my home based business.
- Online education courses must have reliable internet. Talking with family who are not local needs reliable internet.
- There are dead zones and places where service drops. This can impede my ability to work from home or for my children to complete college assignments when at home. We pay for internet service and some level of dissatisfaction. **Our county has many, many home where there is no service available at all.** This is a hindrance to basic life applications for many people. Students are at a disadvantage. Parents are not able to work from home or access the internet for resources they rely on.
- Working from home I need to Help my 82 old mom when I'm at work. She falls, and sometimes the camera system does not work well.
- **Because of low internet or lack thereof, we've had to move around and find places to go in order compete assignments.** It is definitely a hindrance to family time.
- Miss hours sometimes days from work and not fully able to secure my property due to lack of internet speed.
- Cannot do online classes at home.



- My children take online classes and have to go to a friends or family members houses to ensure that they can participate in the class. I am a teacher and need to have reliable internet
- Makes it difficult for me to do my job. Nearly impossible to watch tv that we are currently subscribed to
- The lack of access to fast Internet has hindered the ability for me work from home, my children and grands can only stay with me for a day because they have homework and work from home obligations, My family is 4 1/2 hours from me. I can not do any online classes and maintain a full time job.
- Son has to go somewhere else for things like online interviews. Frustrating when internet is slow.
- I feel in the rural areas need more access to internet service because it either slow or has none at all. Would be a great idea to have county wide internet with price range \$10-40.Free for elderly
- As of now we don't have internet because what we can get in my area is to slow.
- Inability to work from home, daughter to complete college courses
- I have to use the not spot on my work cell to work from home and to hold Microsoft Teams meetings. The internet service that i pay thru USCellular is better than what I paid for with Centurylink but it is still slow. Centurylink has never been willing to provide broadband in our area. They have old lines that need to be replaced, etc. Everyone should have the ability to have access to high speed internet, even when living in rural areas.
- Not having high speed internet effects me from being able to do school work online, as i homeschool. My mom often works from home on days off, and my college is online. Therefor not having good internet postpones all that.
- We have internet but it is terribly slow. There are times my husband or myself have to leave home and go to our job to use internet that is reliable. With a 6 month old son it would be beneficial for us to have better internet at our house.
- Missing out on a lot of opportunities that are lacking out in the rural areas vs cities.
- It has really Hindered My ability to work from home or for my children to complete classroom assignments
- Unable to stream channels on Roku, Netflix, and speeds of satellite internet is horrible especially in cloudy or stormy weather
- Not being able to save money on cheaper tv programming. The fact that internet is limited, then it slows down when GB are reached. Internet service cost is so expensive. Would love to get unlimited high speed service for lower monthly price.
- It causes us to have to leave the home to go and get certain things done. Also it becomes a headache to try and watch tv because we stream and everything is buffering most of the time
- Need more speed to be able to do more things
- Keeps us disconnected and isolated from children and grandchildren. During COVID even church went to a streaming service but we couldn't get consistent video and just had to connect via audio. Miss out on Dr appointments via the computer and have to drive 45 -50 miles for doctor's visits.
- My grandchildren cannot stay overnight or for extended times because they need more reliable internet for their school work. My daughter and son—in-law work from their home and cannot visit for extended times due to our WEAK internet service. We cannot get access to the best security devices because of slow and WEAK unreliable internet service.
- As stated above lack of quality internet service prohibits me from working from home. My wife is in graduate school and has to leave home to find internet service to upload work. Entertainment wise, we are able use only one device at a time.
- It has interrupted my work at home and online classes

- The internet does not work with multiple people on it.
- The lack of fast internet affects my family because sometimes when the kids are on their iPads I cannot watch tv bc it will lag. We can't share stream time it has to be one or the other for us to get the best experience.
- I have a special needs son that does online schooling and using cellular is spotty and it freezes. He also like to use YouTube and it is difficult as it freezes. My spouse could do a small fraction of his work from home if we had a reliable internet source. The internet cut off line is not far from our house but doesn't go down this far. We REALLY REALLY REALLY need a good internet source!
- Unable to stream on electronic devices; Unable to download and upload neither reliably nor quickly; Unable to engage in video or voice chat online, affecting my ability to work and study online.
- Our family is unable to take full advantage of most online services. The current internet option we have is simply not reliable enough to confidently do things like enroll in a college class, work from home, or pay bills and such from home.
- Resources for required continuing education courses would be available.
- My current internet only works every now and then
- Quality of life is lower than it would be if there were better internet access available.
- Frustrating, unable to complete tasks in timely manner.
- When my duplin county school aged child had remote learning for the 20-21 school year we had to purchase and sign a two year contract to provide well enough high speed internet for him to complete school work while at home. Our current 'high speed' internet through CenturyLink was and will never be efficient enough. We are unable to run more than 2 devices on our internet comfortable to stream anything without buffering. We have to pay more money for satellite tv in order to access local television because we are unable to receive cable internet which is superior to our current situation.
- Can't use my security system
- It has put me late on so many school assignments
- It is frustrating when my daughter needs to complete online assignments for school but it takes a very long time or she can't complete them at all.
- Our family has to stay connected. My job has gone to mainly remote and my internet connection needs to be better. I also have security cameras that barely function because the internet through CenturyLink is TERRIBLE. I tried to tell FOCUS Broadband that our entire road signed signatures wanting faster Internet and their survey thing said our road had Spectrum. It does not have Spectrum!!!
- It effects my earning possibilities in my IT career and YouTube channel growth
- Cheaper tv streaming. Access to online educational programs for our children
- Having to go to public places to complete work or school assignments.
- Cannot speak with family that lives in other state. These days everything is done online if you have internet.
- Grandchildren do not have access to learning and interactive television programs. High school student unable to access school programs for homework assignments. Unable to access reliable connectivity for smart television. Unable to access information online. Unable to utilize online banking, applications or programs to help my family finances
- During Covid we tried satellite internet it never worked we tried to use over and over i was in school and i had a child in school accessing any resources never worked and i ended up canceling and paying the cancellation fee i am lucky my work was able to provide a hot spot to allow for me to work from home!
- It's too expensive

- Kids can't do school work, online classes for college, security
- My children need it for school and it is not readily available.
- Makes running a business difficult
- Slow internet connections cause for problems with kids needing wifi to learn etc
- When doing online school work, no one else in my home can be connected to the internet in any way! Everything has to be paused in order to do a simple online quiz.
- The only access I have is very expensive and not reliable and can only work on one device at a time. I am a single mom of 3 that would love to take online classes but my internet is unreliable but the only thing offered in my area is expensive or unreliable satellite internet
- slow speeds,
- My girls growing up always had to do online class work either at school or at their aunt's house due to not having high speed internet. Staying connected through the school's webpage wasn't an option either and not having high speed internet in our area impacts children not having the same opportunity as others.
- Library and hot spot use
- Wife school nurse has training seminars online **has to disconnect from home wifi use mobile hot spot from phone added cost. Internet speed goes from .25 mps to 2.5 mps at best.**
- We can't enjoy basic streaming and are limited with a data plan. Biggest impact is WFH capability, it's drastically limited. Since we use cellular data the internet is slow at high demand times (nights, evenings, weekends).
- A few years back I was taking college classes online but had to cancel the classes because I couldn't work and go somewhere after work to do classes. With Covid, not having decent internet is awful.
- Has made the past school year difficult with remote learning and fear that if school's close again, I will need to **quit my job to make sure my child can have transportation to a local hotspot or use my mobile phone as a hotspot**
- Lack of fast internet makes it difficult to leverage online tools for my business.
- My wife is a stay at home mother and isn't able to work from home due to us relocating and **not able to get spectrum**
- Need better high speed services.
- Now a days we have to do everything online and when everyone at home are connected it crashes or its slow
- I am unable to accept work from home positions at this time.
- **Child cannot do online school assignments with internet we have**
- With COVID remote work is an option but our internet is too slow.
- The internet that I have freezes a lot and bufs a lot
- **Only one of us can be on the wifi at any time.** I have to pay for unlimited data on my phone as well as wifi in order we both may use it. At the weekend we often don't have sufficient wifi due to local demand. **We often have to use Hotspot to supplement our wifi**
- Having unreliable service makes it very hard for children to complete school tasks
- **Even though we have broadband it never works and is extremely slow.**
- Lack of internet is hard and expensive ☹️ and u can't provide the stuff u need to do.
- Unable to use my laptop and printer

- Our family of 4 can't be on the internet at the same time. Some of us will get kicked off the internet on our computer, Xbox, devises or tv which is frustrating while we're trying to work, do school work, watch tv or play video games.
- **Service is interrupted a lot and stops working.**
- Loss of income
- **We use up a data limit very fast on our satellite internet. Speeds slow way down and it's very hard to view basic Facebook videos that out of state family share.**
- Had to do schoolwork online and work from home due to health issues.
- When my school aged child was having to do virtual learning last year, no one else could be on devices due to it causing a lag. **We pay for high speed internet through CenturyLink but we don't receive the Mbps that we pay for.** We cannot stream shows and when our son is home from college he has trouble accessing some of the online resources for his classes. **I do private therapy via telehealth and have to do this at my office after hours due to being unable to do at home.**
- **I currently have access to the internet, but it is very unreliable. it goes offline frequently and sometimes for more than an hour at a time.** It impacts my TV & cell service. Very frustrating.
- **There is constant buffering & loss of signal.** My husband is taking online classes ands this makes it vert hard for him. Cannot relax and watch TV because of the same problems.
- The lack of having faster internet is a big problem when trying to take online classes and the internet is too slow. If we were able to receive faster internet it would be very beneficial.
- I am currently taking an online class at home. EVERYBODY has to be on the wifi while I am in class. **The other night in class we had to do something on our Quickbooks program while still on Zoom. I could not do both!** I had to use my cell phone data for Zoom on my phone so I could get my computer to work with wifi. Even then I kept getting notifications about internet connectivity was bad. With all this said, You can imagine how bad it has been with 3 children trying to do homework/schoolwork during covid and still having this internet. This CenturyLink internet has academically harmed by children. **Frustration with internet speed with CenturyLink cannot be put into words!! It is a shame! 1-3mbps is all we get! We have called CenturyLink repeatedly!!! That is all we are able to get.** Their box is 4 miles down the road. We are at the end of the line. One more person is on the same line to the end. They would love to have high speed internet. Please contact me if I can help. We need it! Susan 910-627-2133.
- We won't have to wait until the internet wants to come on. It is **slow and most of the time it is down** and I am still paying a lot for it. We just got internet, not phone or any TV, and we are paying \$86.16/mo. That is too high to have internet. I wish we could get a better one down here.
- Our current speeds are extremely slow (less than 3 Mbps). Uploading school work is a chore, as well as having a reliable connection doing online tests. The stress of not completing school work is daunting. I enjoy playing online games with my friends, but our current internet cannot provide the quality I need. A single game may have a 50 GB update or download, which would take me days. Our current internet speed restricts my family and our ability to use our devices properly. Having a reliable and fast internet provider would allow us to take advantage of all the devices we currently own.
- During Covid when I had to work from home, I had to get word to loan me a personal hotspot. My son relied on it for his schoolwork.
- No streaming, no online gaming, not able to use smart TV features, no access to online education
- Not being able to do remote learning and a lot of basic things.
- Takes forever to download forms, etc. **Download speed - 1.34 mbps. Upload speed- 302.00 kbs.**

- While we have internet services through CenturyLink, it is unstable and goes up and down multiple times a day. I have been told that there are no expected improvements to their infrastructure planned. If I had other options, I would definitely change services. I work remotely from home, my job depends on my internet access. If it becomes too unstable, I have to travel to another location to work. I cannot use public internet due to the nature of my job. PLEASE upgrade internet in Duplin County. Just an added thought - my son lives on Potters Hill Road and does not have internet at all. CenturyLink is "full", HughesNet unreliable and Eastern Broadband won't be there for years.
- Not happy with the internet options available. Need more speed to do more.
- Very frustrating when trying to use internet for farm purchases, ie, equipment, feeds, vehicles herbicides, pesticides and animal vet supplies
- In the past School project have been late due to lack of highspeed internet. I know it is not the teacher's fault, but it affects the students grade often. My daughter was dropped from a college class because her assignment went in after midnight. This had been an all day try, but it kept timing out.
- Unable to use certain applications that require fast download or upload speeds. Have resulted to using a hotspot device
- I could work from home, save money by disconnecting from satellite providers like direct tv or dish.
- We can't stream but maybe 2 devices at one time the internet service sucks at our address
- Being able to access accounts online and make payments on time is sometimes a problem. Watching tv can be a problem if the streaming services aren't available because of slower internet speeds. Access to e-mail and instant messaging can be limited as well.
- We have internet service but it is frequently out or not working properly.
- When my daughter needs to take tests at home, for school, she fears the connection will be lost because it is unreliable. Good, dependable internet is needed in Duplin County.
- My grandchildren can't do online classes because of slow internet (when it's available) because half the time out service is out. Centurylink has left DSL wires laying on top of the ground for two years. These wires have been cut in two on more the six occasions Only to be spliced back
- Unable to stream and unable to have security equipment installed.
- Not able to browse different sites for various reasons due to constant buffing or loading which causes loss of interest.
- I have internet but it is on speed of 10 and sometimes it is not enough to carry things that require faster speed. This is the fastest speed available at this address.
- Makes it more difficult to access school assignments and unable to work from home.
- Trying to check on things like work, shopping for certain things, schooling, scheduling dr appointments etc
- I would like to work from home because the speed is way too slow
- Security equipment not working properly and can't watch tv shows due slow or internet connections
- Century link is not good
- My work has suffered and it's dooooo stressful cause it's slow and goes in and out.
- We have centurylink internet but it is very slow and does not work throughout the whole house. When household members try and use the internet for work and school the speed of the internet is very slow.
- Cannot use computer to work from home to be able to have more income

- My family can't all access the internet all at the same time if we did our service would be interrupted. Century link is not a dependable service for internet service and you have to text them in order to get service. It's hard to have service and I don't understand when we live here in front of a high school
- Missed opportunities for work from home
- It really affects being able to work from home. I have to commute over 60 mile to work one way every day. Having a better high speed internet I would be able to work hybrid. With the cost of gas and cost of living on the rise working hybrid would save \$\$
- Kids are not able to do online research and assignments due to crappy service. Not able to use security devices properly for our home and safety. Streaming services are horrible due to having less than 10 mbps. Only one to two people can be on without to many interruptions
- Frustrated by slow speeds. Unable to upload photos
- It jams my out box with large out going emails that need to be sent in a timely manner. Streaming moves is light trying to watch satellite during a heavy thunderstorm etc
- We are paying way too much for such crappy service. It's made us miss out on a lot of things.
- I am a school teacher and internet has gotten so poor unable to access sites for planning. Also unable to take online classes at home.
- Unable to keep a reliable internet connection that has decent enough bandwidth to support video conferencing and basic streaming. Considered moving somewhere else to get better connection for my wife's home based business.
- I have a home office and work remotely. Slow internet greatly impacts the speed and efficiency of my daily work routine. In addition, my daughter is in college and taking multiple online courses. We have to be mindful not to have too many devices connected when she is online to avoid disruption.
- I teach and my internet capabilities during the Pandemic didn't allow for me to upload my videos to Google Classroom.
- Many connections to the internet have failed or been interrupted while during essential business transactions or everyday activities that require the internet. Also, If more than one device is being utilized, internet service is often nonexistent or extremely sporadic or slow.
- I'm not able to feel safe without security being able to connect to the internet.
- I'm taking on line classes I can't do my work. I have to go to a friend's house to my work
- We have had to increase our cell phone packet to be able to compensate for what our internet lacks.
- I have internet, but it's extremely slow. Less than 5 mbps
- When the grandkids are at my house, no one else can use the internet. I would like better service. Thank you!
- Only certain amount of devices can be connected. I work from home and the internet's drops throughout the day.
- During remote learning, we were not able to join. Very hard to upload assignments on Canvas. We want to be able to work from home.
- Slow internet means less availability to the internet which school and work are on for all of my family
- Remote learning and working is impossible and children fell behind last school year
- Difficult to stay connected to internet due to all the devices being used at one time. Kicking in and out.
- We have Roku televisions in our home and when there is an internet outage, which is quite often, we don't have service on our TV's.
- It makes it difficult to work from home. I constantly lose connection.

- It impacts everything you do everyday
- Cannot effectively conduct day to day technological functions due to **slow and non functioning internet**
- Although I have internet service, it is not very reliable - which can be frustrating when research something or watch a movie. So, I would love to have a choice of providers!
- Unable to complete necessary online school work at times.
- The kids cant access to classes online
- Limits number of users and range within house
- The broadband is not fast enough to do anything. If I am using smart TV and phone, they both will slow and start buffering
- My kids struggle with virtual schooling
- Internet is not sufficient to complete tv streaming for programming, there are dead zones within home, internet service goes off frequently and must wait 2-5 for service.
- Can't used but one device at a time without lag.
- It has jeopardized my wife's employment on multiple occasions due to slow or unreliable service. I myself can **not work from home due lack of bandwidth.**
- Our children have been late on assignment because both could not be on internet at the same time. Not been able to stream movies on tv when they were playing on their gaming devices. Just very poor service
- I can not get a stay at home job due to the internet service where I reside at. I **tried to start a business but the internet was to slow for the server**
- My husband and I both need to work from home regularly, but we are limited due to our unreliable internet service.
- Conference calls and Zoom calls often won't connect; interrupted streaming; and unable to run several devices simultaneously. Service is often down and provider is slow in response to fix the problem.
- I have internet, but it lacks a lot. Sometimes I lose connections and I am paying \$100 a month for bad internet. It is heart breaking
- CAN'T WATCH NEFLIX WITHOUT INTERRUPTIONS. HORRIBLY SLOW.
- Wifi is the worst here. It has been depressing trying to stream or work with a tool that I pay \$113 per month and
- Ability to learn new skills such as Coding, GIS, and other software's that require consistent high speed internet to stay competitive with other people.
- It hinders our streaming abilities and makes it impossible for more than one device to be connected at one time
- If my child has to go back to remote school he wouldn't be able to do his work because the internet cost to much and it was not reliable
- **Internet satellite is too expensive and not very reliable**
- We have no option but satellite which is very expensive! I have to sacrifice other needs as internet is essential for my sons school work
- Multiple ways! Paying a fortune for cell phone service plus satellite internet that is hardly reliable and not fast enough to surf the web or to use streaming services to reduce the cost of satellite television. We have no hard line cable in our neighborhood!
- When my children or myself is trying to do school work we have to make sure everyone's internet is off or it want work. We can't watch but one thing at a time.

- It is extremely difficult for my Family in I to get anything completed like homework and etc. The only internet that is available in my area is Viasat and it's sooooo slow we can barely get anything done other internet company doesn't reach where I'm at and it's crazy considering that I'm in The Heart Of Wallace.
- When my children were in school, they had to go to friends' houses or my work to do their online work if the weather was bad or our connection wasn't good.
- **We have very low quality internet and pay nearly \$200. It's a struggle deciding to have no internet access at all or spending the money.** The slow wifi has impacted me in many ways especially because everything is done online now a days. I haven't been able to search and apply for jobs. I haven't been able to apply for college. I struggle to work from home. I struggle planning events because I can't access the information I need. I struggle finding a doctor or physician. I can't afford to waste gas driving everywhere to do everything when with wifi I can do everything from home.
- Lack of adequate use of wifi based electronics. Unable to video chat with family due to unreliable service
- Our general quality of life is far more frustrating, not being able to access things on the internet
- Does not load fast and cannot have too many devices or tv at same time
- **Hwy 50 needs reliable broadband. Satellite internet is our only very expensive option. Along with data caps, it provides for a horrible overall experience.**
- Lack of internet access, is slow due to having an unreliable company. It impacts my family both mentally and emotionally.
- Not able to enjoy Netflix other streaming channels, unable to telework efficiently and when others visit they can not log on to our internet because it gets even slower
- **I live in Grove Creek subdivision near Warsaw. We have two internet options - CenturyLink or HughesNet. CenturyLink service is down (not working) very often - contractor for them said we have old lines in our neighborhood and CenturyLink isn't planning to update them, so they keep getting bandaid fixes. HughesNet goes out or slows down when the weather turns bad, same as our TV provider- DirectTV (satellite or antenna TV is all we have here - no cable TV available). We are unable to have a smart thermostat or security system because of our internet, or use our smart TV for streaming movies. When having zoom meetings or face-time with family, we have to go somewhere with better internet, otherwise it is constantly buffering.**
- **I am with century link and only get 3mg for internet.** Sometimes it works, sometimes it doesn't. My daughter is starting college in the fall and would love to have better service so she can take online college classes
- Everything we use is on the internet. And everything bluffing all the time. Shuts down
- It is slow so hard to do anything
- Having slow internet does prevent my family from enjoying things we like to watch because of how slow our dial up is. Issues with Microsoft teams and Zoom have occurred because of slow connection.
- Not able to do any kind of working from home.. we can't use any security camera systems that use internet. we have to leave devices running for hours and even days to download large files such as games and device updates, if there were faster speeds to able download these files faster there would be less energy being consumed
- Would love to be able to use the internet but have not taken the time to learn as I have just gotten a smart phone and have not added any service yet to learn how.

- As a senior citizen who is disabled and unable to afford internet access at my home, I have to travel several miles just to get on the internet at a family member's home or a free wifi from a church. Therefore, I only use the internet 1-2 times a month because of the hassle. I have a laptop and would use the internet a lot more if I had home access, such as email, education opportunities for senior citizens, surfing the internet to learn more and be able to access my doctors without having to travel. Any assistance you could provide would be greatly appreciated as I am struggling and barely getting by living on food stamps.
- **Our access to entertainment is limited as all 6 of us trying to share Zmb a second causes long loading times and constant buffering. If one of us has to work from home, nobody else is allowed to use the internet.**
- Need for security cameras
- We try to zoom and stream movies and Hulu, Netflix and or streaming but it always ends up buffering and we get tired of waiting for it to come back on.
- Can't do what we need to do
- **I have had to make accommodations to work elsewhere or use my phone data when my internet was too slow/would go out.** This would cost me more money, on top of what I was already paying.
- **Have had to leave home at all hours to work because it stays down so much**
- Cannot work from home or use multiple devices without buffering to the point of frustration and you just end up turning your devices off.
- Poor internet affected us greatly during remote learning last year. I am a teacher, and at times had to work from home while my three children all were doing online school. Our internet would not support it and we had to schedule Google Meets/Zooms around each other. It also takes an inordinate amount of time to upload teaching videos.
- Fast internet is definitely a must .. but it's no fun when the regular messes up and goes out
- Our internet is not reliable, sometimes it works, sometimes it doesn't. **I have taken online classes and have not been able to complete assignments because of my internet being unreliable.**
- **I have had to drop college classes that were solely online due to not being able to access assignments and exam.** Also, my son struggled meeting during web meetings for his classes when offered so he didn't get the quality education due to our internet issues. As a family we often have to turn off a movie or show halfway through because it just keeps dropping out. **We bought tablets for each of our kids and they can't readily use them unless we connect to hot spot or go to a friend's house because most apps need WiFi connection to download or access certain features.**

References:

Access NC - <https://accessnc.ncommerce.com/>

AT&T Access - www.att.com/internet/access/

AT&T www.att.com

Centurylink - www.centurylink.com

County Health Ratings - <https://www.countyhealthrankings.org/reports/state-reports/2020-north-carolina-report>

Duplin County - <https://www.duplincountync.com/>

Duplin County Senior Centers – <https://www.duplincountync.com/senior-social-services/>

Duplin County Partnership for Children - <https://www.dcpfc.org/>

Duplin County Public Library System – <http://www.youseemore.com/duplin/default.asp>

Duplin County Economic Development Commission - <https://www.duplinedc.com/>

Duplin County Schools - <https://www.duplincountync.com/senior-social-services/>

FOCUS Broadband Lifeline - www.focusbroadband.com/lifelinematch

FOCUS Broadband – www.focusbroadband.com

James Sprunt Community College - <https://jamesprunt.edu/>

Kramden Institute - www.kramden.org

Lifeline Support - www.lifelinesupport.org/

PCS for People - www.pcsforpeople.org

NC DIT – www.it.nc.gov

NC Department of Commerce - <https://www.nccommerce.com/grants-incentives/county-distress-rankings-tiers>

NC Policy Watch - www.ncpolicywatch.com/2012/01/25/report-10-nc-counties-with-high-poverty-rates-for-three-decades/

Town Charts - www.towncharts.com/North-Carolina/Education/Duplin-County-NC-Education-data.html

Spectrum Assist - www.spectrum.com/internet/spectrum-internet-assist

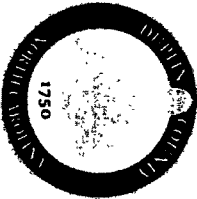
Spectrum - www.spectrum.com

Star Communications - www.starcom.net

US Census - www.census.gov/quickfacts/duplincountynorthcarolina

World Population Review - <https://worldpopulationreview.com/us-counties/nc/duplin-county-population>

A	B	C	D	E
13	First Accepted Offer			
14	Date	Amount	Offeror	Address
15	11/1/2021	68,500.00	Church Iglesia Sinai Nuevo Renacer of Wallace	130 House Dr, Willard, NC 28478
16				3,425.00
17				
18	Upset Bid Round 1			
19	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount.			
20	Date	Amount	Offeror	Address
21	11/15/2021	72,800.00	David Urrutia	PO Box 1422, Wilmington, NC 28402
22				3,640.00
23				
24	Upset Bid Round 2			
25	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount.			
26	Date	Amount	Offeror	Address
27	12/16/2021	80,000.00	Church Iglesia Sinai Nuevo Renacer of Wallace	130 House Dr, Willard, NC 28478
28	12/20/2021	90,000.00	Hatcher Builders LLC	PO Box 233, Chinquapin, NC 28521
29	12/28/2021	84,540.00	David Urrutia	PO Box 1422, Wilmington, NC 28402
30				4,227.00
31				
32	Upset Bid Round 3			
33	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount.			
34	Date	Amount	Offeror	Address
35	1/8/2022	100,000.00	Church Iglesia Sinai Nuevo Renacer of Wallace	130 House Dr, Willard, NC 28478
36				5,000.00
37				
38	Upset Bid Round 4			
39	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount.			
40	Date	Amount	Offeror	Address
41				
42				



Duplin County Educational Incentive and Reimbursement Agreement

By and Between:

Employee Name: _____
Address: _____
Department: _____

Hereafter called EMPLOYEE and Duplin County Government, a county of the State of North Carolina, hereafter called DUPLIN.

WHEREAS, DUPLIN has agreed to pay certain economic educational incentives if EMPLOYEE becomes a certified Paramedic;

WHEREAS, it is recognized and agreed that the benefit of any such incentive payment(s) will be lost and of little value to DUPLIN if the employment relationship is terminated within two (2) years of that payment; and

WHEREAS, EMPLOYEE, in consideration of the incentive payment(s) by DUPLIN, is willing to reimburse DUPLIN for the total amount of the incentive payment(s) if employment is terminated as hereafter set forth.

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth, as follows:

- DUPLIN agrees to make payment of fifteen hundred dollars (\$1,500.00) to Employee upon Employee successfully completing paramedic training at James Sprunt Community College, or comparable institution, and obtaining certification of credentialing from the North Carolina Office of Emergency Services.
- DUPLIN agrees to make an additional payment of fifteen hundred dollars (\$1,500.00) to Employee upon EMPLOYEE being certified by the Duplin County Emergency Services Medical Director to operate as an independent functioning Duplin County Paramedic.

3. It is the responsibility of EMPLOYEE to submit appropriate documentation, as requested by DUPLIN, to verify satisfactory completion of the achievements set forth in numbered paragraphs 1-2 above.
4. The employment relationship between EMPLOYEE and DUPLIN is terminated whenever EMPLOYEE voluntarily elects to terminate the employment relationship or when the EMPLOYEE is terminated for cause, to include terminations for violation of Federal or State law or DUPLIN County Personnel Policy and/or procedure.
5. The employment relationship between EMPLOYEE and DUPLIN is without fixed duration and is at the will of either party. Nothing in this Agreement should be construed to create a definite term of employment for EMPLOYEE. Termination begins as of the date when a resignation is submitted orally or in writing, or when EMPLOYEE is suspended with or without pay and such suspension is followed by termination of employment, or whichever occurs first.
6. IF EMPLOYEE voluntarily resigns or is terminated as set forth herein within two (2) years of any incentive payment(s) made pursuant to this Agreement, EMPLOYEE shall reimburse DUPLIN for the total amount of that payment.

If EMPLOYEE voluntarily resigns or is terminated as set forth herein after two (2) years from the date of any payment(s) made pursuant to this Agreement, EMPLOYEE shall have no obligation to reimburse DUPLIN for that payment.

EMPLOYEE's obligation to reimburse DUPLIN for any incentive payment(s) is likewise waived if his/her employment is terminated without cause due to a reduction in force.
7. It is specifically agreed that this sum is not a penalty for resignation but is rather agreed upon as reimbursement and liquidated damages to compensate DUPLIN since little value was conferred to DUPLIN in exchange for its incentive payment(s). It is agreed that liquidated damages are appropriate, in that injury to DUPLIN for premature resignation is difficult to quantify. Liquidated damages are agreed upon so that EMPLOYEE is not unjustly enriched by a breach of this Agreement. It is hereby stipulated and agreed that this sum is reasonable and does not represent an attempt to recover salary paid.
8. EMPLOYEE hereby authorizes DUPLIN to withhold any sum of money due and owing under the terms of this Agreement from any paycheck(s) or other payment(s) due to EMPLOYEE, including any accumulated vacation leave to be paid to Employee upon separation. DUPLIN is authorized to reduce wages in accordance with N.C. Gen. Stat. § 95-25.8, and it is hereby agreed that any amount withheld from a paycheck or other payment due to Employee will be applied towards the outstanding amount owed by Employee under the terms of this Agreement.
9. EMPLOYEE understands, acknowledges, and agrees that his/her decision to pursue education, training and credentialing as incentivized by this Agreement is completely voluntary. Employee therefore further understands and acknowledges that he/she will receive no wages or other payments from DUPLIN for the time spent in pursuing the education, training, and credentialing incentivized by this Agreement.

10. This Agreement does not affect any of DUPLIN's disciplinary or grievance procedures otherwise applicable to employees.

11. EMPLOYEE agrees that all sums due and owing under this Agreement shall be paid in full not more than thirty (30) days from termination of employment. EMPLOYEE expressly acknowledges that if he/she fails to make such payment within thirty (30) days, DUPLIN will collect the debt still owing in the appropriate court of law, in addition to any costs or attorney's fees incurred.

12. EMPLOYEE expressly acknowledges and understands that the advice of an independent attorney with respect to this Agreement may be obtained prior to signing it. The parties hereto further agree that this document embodies the whole Agreement between them, and that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

The parties hereto have signed this Agreement in KENANSVILLE, North Carolina this 8 day of February, 2022.

Sworn to and subscribed before me
this 8 day of February, 2022.

Trisha Ann Taylor Hoskins
NOTARY PUBLIC



My Commission Expires: January 25, 2026

DUPLIN COUNTY GOVERNMENT

BY: *Davis H. Britson*
Davis H. Britson, County Manager

ATTEST:
Trisha Ann Taylor Hoskins, Deputy
County Clerk

Division of Public Health
Agreement Addendum
FY 21-22

Page 1 of 5

Duplin County Health Department	Women's & Children's Health/Children & Youth
Local Health Department Legal Name	DPH Section / Branch Name
620 ARPA COVID-19 School	Jenifer Simone, 919-218-1095
Health Team Workforce	Jenifer.simone@dhs.nc.gov
Activity Number and Description	DPH Program Contact (name, phone number, and email)
07/01/2021 – 05/31/2022	DPH Program Signature
Service Period	Date
08/01/2021 – 06/30/2022	(only required for a negotiable agreement addendum)
Payment Period	
☒ Original Agreement Addendum	
☐ Agreement Addendum Revision # _____	

I. **Background:**
On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RTA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train and sustain a public health workforce, which includes school nurses and other school health professionals. Recipients will operate under a two-year budget process in order to allow time to develop solutions for a more sustained public health workforce.

School health is a recognized component of the public health effort for the school aged population. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce positions, including school nurses and other student serving personnel.

¹ <https://www.cdc.gov/cpr/readiness/funding-crisis.htm>

Health Director Signature	(use blue ink)	Date
Local Health Department to complete: LHD program contact name: _____		
(if follow-up information is needed by DPH) 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

II.

Purpose:
This Agreement Addendum provides temporary funding for the Local Health Department to support school nurse and/or other school health serving positions (e.g., health educator, school mental health professional, school social worker) to provide services to students. People in those positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 support and response in schools. Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.

III.

Scope of Work and Deliverables:
The Local Health Department (LHD) shall:
1. Support the employment of one or more school health team workforce positions (i.e., school nurse, school social worker, health educator, mental health professional, etc.) through salary supplement, hiring, or contracting, and for the people in those roles serving as members of the school based health team, to provide services to students.
2. Establish position descriptions for the positions consistent with licensure requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:

- a. COVID-19 response related engagement in student and school health/public health efforts consistent with position type supported.
- b. Provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
- 3. Adhere to the following service quality measures:
 - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - b. Services are provided in a culturally sensitive manner.
 - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

IV.

Performance Measures/Reporting Requirements:
1. **Performance Measures**
a. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
b. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard, located at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7d44ef9b44e113b6e536ff0>.

2. **Reporting Requirements**
Complete the following reports via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?E:QBC1-82018408e7b44e79b44e113b6c536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.

a. **Monthly Financial Reports:** The monthly financial reports will report on the prior month. The initial financial report is to report on several months, October 2021 through January 2022, and is due by February 22, 2022. The remaining reports will be monthly, starting with the February 2022 report which is due by March 22, 2022.

b. **Quarterly Performance Reports:** These will report about the prior quarter's progress on implementing the Agreement Addendum's required hiring of positions. The first two progress reports, for July – September and for October – December, are both due by February 22, 2022. The first progress report must include an estimated timeline for completion of this Agreement Addendum's FY 21-22 deliverables. The quarterly periods for these progress reports are defined as:
 - July – September 2021
 - October – December 2021
 - January – March 2022
 - April – May 2022

Each Quarterly Performance Report shall note whether LHD intends to hire the position directly, subcontract with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contract the position, or other. Other information provided by each report is to include:

 1. Overall Goal and actual number of positions hired, both full time and part time. Race and ethnicity for applicants and actual staff hired shall be entered into Smartsheet according to CDC accepted protocol for race, ethnicity and gender including metrics on number of successful hires in relation to hiring goals.
 2. Hiring activity type: direct hire, community-based organization hire, contracted hire, other.
 3. Types of positions hired: If school nurse or school nurse extender positions are employed, activities provided by these positions shall be reported on the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
 4. Locations/school assignments of positions hired.
 5. The due dates are posted on the Smartsheet dashboard.

V. **Performance Monitoring and Quality Assurance:**
 1. The Children and Youth Branch will monitor the Local Health Department's performance according to the following plan:
 - a. The RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
 - b. The RSHNC will monitor recruitment and hiring through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
 - c. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.
- d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022.

e. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2022), and a copy made available to the Local Health Director.
- VI. Funding Guidelines or Restrictions:**
1. **Requirements for pass-through entities:** In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
 2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.
 3. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.
 4. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable uses listed.
 5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 (P.L. 117-2) the LHD agrees as applicable to the award, to:
 - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
 - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of

results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.

e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

6. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:

- a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text?node=pt45.1.75&rgn=div5#sec45.1.75_1326
- b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii

7. Unallowable costs:

- a. Research
- b. Clinical Care
- c. Publicity and propaganda (lobbying):
 - 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - 2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

FY22 Activity: 620 School Health Team Workforce

Supplement 1

Supplement reason:	☒ In AA+BE or AA+BE Rev -OR- ☐			
CFDA #:	93.354	Fed awd date:	5-19-21	Is award R&D? ☐
CFDA #:	93.354	Fed awd date:	5-19-21	Is award R&D? ☐

CFDA name	Public Health Emergency Response Cooperative Agreement	Fed award project description	Cooperative Agreement for Emergency Response Public Health Crisis Response	Total amount of fed awd: \$ 62,340,758
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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	Federal award indirect cost rate:	%
Alamance		215,614	215,614	Jackson		76,659	76,659		
Albemarle		668,845	668,845	Johnston		266,415	266,415		
Alexander		89,668	89,668	Jones		114,931	114,931		
Anson		134,542	134,542	Lee		157,465	157,465		
Appalachian		203,860	203,860	Lenoir		191,823	191,823		
Beaufort		117,600	117,600	Lincoln		84,421	84,421		
Bladen		152,727	152,727	Macon		60,536	60,536		
Brunswick		102,783	102,783	Madison		46,363	46,363		
Buncombe		202,174	202,174	MTW		316,935	316,935		
Burke		168,001	168,001	Mecklenburg		865,611	865,611		
Cabarrus		276,598	276,598	Montgomery		134,305	134,305		
Caldwell		120,758	120,758	Moore		109,437	109,437		
Carteret		87,009	87,009	Nash		183,500	183,500		
Caswell		101,212	101,212	New Hanover		186,943	186,943		
Catawba		192,113	192,113	Northampton		118,046	118,046		
Chatham		100,623	100,623	Onslow		225,924	225,924		
Cherokee		61,987	61,987	Orange		164,360	164,360		
Clay		30,338	30,338	Pamlico		84,537	84,537		
Cleveland		163,604	163,604	Pender		104,598	104,598		
Columbus		168,551	168,551	Person		108,006	108,006		
Craven		168,471	168,471	Pitt		214,091	214,091		
Cumberland		385,842	385,842	Polk		53,981	53,981		
Dare		52,685	52,685	Randolph		188,179	188,179		
Davidson		206,123	206,123	Richmond		177,075	177,075		
Dave		82,730	82,730	Robeson		262,971	262,971		
Duplin		195,240	195,240	Rockingham		138,273	138,273		
Durham		262,706	262,706	Rowan		188,843	188,843		
Edgecombe		163,995	163,995	Sampson		199,383	199,383		
Foothills		237,605	237,605	Scotland		164,861	164,861		
Forsyth		380,910	380,910	Stanly		100,034	100,034		
Franklin		106,892	106,892	Stokes		58,599	58,599		
Gaston		235,245	235,245	Surry		145,793	145,793		
Graham		70,901	70,901	Swain		98,306	98,306		
Granville-Vance		277,774	277,774	Toe River		182,185	182,185		
Greene		164,892	164,892	Transylvania		41,471	41,471		
Guilford		473,213	473,213	Union		261,457	261,457		
Halifax		157,660	157,660	Wake		937,523	937,523		
Harnett		197,840	197,840	Warren		120,224	120,224		
Haywood		67,312	67,312	Wayne		229,304	229,304		
Henderson		114,247	114,247	Wilkes		124,848	124,848		
Hoke		159,806	159,806	Wilson		181,755	181,755		
Hyde		102,958	102,958	Yadkin		106,779	106,779		
Iredell		184,783	184,783						

Activity 620	AA 1332 535A YM	Total Allocated	1332 535A YM	Total Allocated	Proposed Total	New Total
Service Period	07/01-09/31	08/01-06/30	02/01-06/30			
Payment Period	08/01-06/30					
01 Allamance	* 0	0	\$215,614.00	0	\$0.00	0
01 Albemarle	* 0	0	\$668,845.00	0	\$0.00	0
02 Alexander	* 0	0	\$89,666.00	0	\$0.00	0
04 Anson	* 0	0	\$134,542.00	0	\$0.00	0
02 Appalachian	* 0	0	\$203,860.00	0	\$0.00	0
07 Beaufort	* 0	0	\$117,600.00	0	\$0.00	0
09 Bladen	* 0	0	\$152,727.00	0	\$0.00	0
10 Brunswick	* 0	0	\$102,783.00	0	\$0.00	0
11 Buncombe	* 0	0	\$202,174.00	0	\$0.00	0
12 Burke	* 0	0	\$168,001.00	0	\$0.00	0
13 Cabarrus	* 0	0	\$276,598.00	0	\$0.00	0
14 Caldwell	* 0	0	\$120,758.00	0	\$0.00	0
18 Carteret	* 0	0	\$87,009.00	0	\$0.00	0
17 Caswell	* 0	0	\$101,212.00	0	\$0.00	0
18 Catawba	* 0	0	\$182,113.00	0	\$0.00	0
19 Chatham	* 0	0	\$100,623.00	0	\$0.00	0
20 Cherokee	* 0	0	\$61,987.00	0	\$0.00	0
22 Clay	* 0	0	\$30,338.00	0	\$0.00	0
23 Cleveland	* 0	0	\$163,604.00	0	\$0.00	0
24 Columbus	* 0	0	\$168,551.00	0	\$0.00	0
25 Craven	* 0	0	\$168,471.00	0	\$0.00	0
26 Cumberland	* 0	0	\$385,842.00	0	\$0.00	0
28 Dare	* 0	0	\$52,685.00	0	\$0.00	0
29 Davidson	* 0	0	\$206,123.00	0	\$0.00	0
30 Davie	* 0	0	\$82,730.00	0	\$0.00	0
31 Duplin	* 0	0	\$195,240.00	0	\$0.00	0
32 Durham	* 0	0	\$282,708.00	0	\$0.00	0
33 Edgecombe	* 0	0	\$163,995.00	0	\$0.00	0
07 Foothills	* 0	0	\$237,605.00	0	\$0.00	0
34 Forsyth	* 0	0	\$380,910.00	0	\$0.00	0
35 Franklin	* 0	0	\$106,892.00	0	\$0.00	0
36 Gaston	* 0	0	\$235,245.00	0	\$0.00	0
38 Graham	* 0	0	\$70,901.00	0	\$0.00	0
03 Gran-Vance	* 0	0	\$277,774.00	0	\$0.00	0
40 Greene	* 0	0	\$164,892.00	0	\$0.00	0
41 Guilford	* 0	0	\$473,213.00	0	\$0.00	0
42 Halifax	* 0	0	\$197,860.00	0	\$0.00	0
43 Harnett	* 0	0	\$187,840.00	0	\$0.00	0
44 Haywood	* 0	0	\$87,312.00	0	\$0.00	0
45 Henderson	* 0	0	\$114,247.00	0	\$0.00	0
47 Hoke	* 0	0	\$159,806.00	0	\$0.00	0
48 Hyde	* 0	0	\$102,958.00	0	\$0.00	0
49 Iredell	* 0	0	\$184,783.00	0	\$0.00	0
50 Jackson	* 0	0	\$76,659.00	0	\$0.00	0
51 Johnston	* 0	0	\$286,415.00	0	\$0.00	0
52 Jones	* 0	0	\$114,931.00	0	\$0.00	0
53 Lee	* 0	0	\$157,465.00	0	\$0.00	0
54 Lenoir	* 0	0	\$191,823.00	0	\$0.00	0
55 Lincoln	* 0	0	\$84,421.00	0	\$0.00	0
56 Macon	* 0	0	\$60,536.00	0	\$0.00	0
57 Madison	* 0	0	\$46,363.00	0	\$0.00	0
04 M-T-W	* 0	0	\$316,935.00	0	\$0.00	0
60 Mecklenburg	* 0	0	\$865,611.00	0	\$0.00	0
62 Montgomery	* 0	0	\$134,305.00	0	\$0.00	0
63 Moore	* 0	0	\$109,437.00	0	\$0.00	0
64 Nash	* 0	0	\$183,500.00	0	\$0.00	0
65 New Hanover	* 0	0	\$186,943.00	0	\$0.00	0
66 Northampton	* 0	0	\$118,046.00	0	\$0.00	0
67 Onslow	* 0	0	\$225,924.00	0	\$0.00	0
68 Orange	* 0	0	\$164,360.00	0	\$0.00	0

69 Pamlico	* 0	0	\$84,537.00	0	\$0.00	0
71 Pender	* 0	0	\$104,598.00	0	\$0.00	0
73 Person	* 0	0	\$108,006.00	0	\$0.00	0
74 Pitt	* 0	0	\$214,091.00	0	\$0.00	0
75 Polk	* 0	0	\$53,981.00	0	\$0.00	0
76 Randolph	* 0	0	\$188,179.00	0	\$0.00	0
77 Richmond	* 0	0	\$177,075.00	0	\$0.00	0
78 Robeson	* 0	0	\$262,971.00	0	\$0.00	0
79 Rockingham	* 0	0	\$138,273.00	0	\$0.00	0
80 Rowan	* 0	0	\$188,843.00	0	\$0.00	0
82 Sampson	* 0	0	\$199,383.00	0	\$0.00	0
83 Scotland	* 0	0	\$164,861.00	0	\$0.00	0
84 Stanly	* 0	0	\$100,034.00	0	\$0.00	0
85 Stokes	* 0	0	\$56,599.00	0	\$0.00	0
86 Surry	* 0	0	\$145,793.00	0	\$0.00	0
87 Swain	* 0	0	\$88,306.00	0	\$0.00	0
06 Toe River	* 0	0	\$182,185.00	0	\$0.00	0
88 Transylvania	* 0	0	\$41,471.00	0	\$0.00	0
90 Union	* 0	0	\$281,457.00	0	\$0.00	0
82 Wake	* 0	0	\$93,523.00	0	\$0.00	0
93 Warren	* 0	0	\$120,304.00	0	\$0.00	0
96 Wayne	* 0	0	\$229,304.00	0	\$0.00	0
87 Wilkes	* 0	0	\$124,848.00	0	\$0.00	0
98 Wilson	* 0	0	\$181,756.00	0	\$0.00	0
99 Yadkin	* 0	0	\$168,779.00	0	\$0.00	0
Totals			\$15,585,187	0	\$0.00	\$15,585,187

Sign and Date - DPH Program Administrator	1/26/22	Sign and Date - DPH Section Chief	1/26/22
<i>Cand Tyson, Acting Branch Chief</i>		<i>[Signature]</i>	
Sign and Date - DPH Compliance Office - ATC Coordinator		Sign and Date - DPH Budget Officer	
Budget	1/26/2022		1/26/2022

NORTH CAROLINA
DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 7 day of February 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and Moorefield Engineering, PC, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
 2. **TERM OF CONTRACT.** The Term of this Contract for Services is from February 1, 2022 to June 30, 2022 unless sooner terminated as provided herein.
 3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed TWENTY THOUSAND THREE HUNDRED FIFTY DOLLARS (\$ 20,350.00) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY. CONTRACTOR may also be entitled to reimbursement for certain expenses, as set forth in Attachment 1. Any reimbursement request by CONTRACTOR must be accompanied by a supporting receipt and included as part of CONTRACTOR's itemized invoice.
 4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all Federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials,

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

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

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

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

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

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

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

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

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.

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(e)). 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.

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: George Furelle,
Assistant County Manager
Duplin County Airport
260 Airport Road
Kenansville, NC 28349

CONTRACTOR:
ATTN: Jerry W. Moorefield
Moorefield Engineering, PC
University Commercial Center
7990 North Point Blvd., Suite 209
Winston-Salem, NC 27106

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

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

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

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

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

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

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

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

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

ATTACHMENT 1
Scope of Services

Reviewed by Department Head

Date Reviewed: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

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

Miguel
Duplin County Finance Officer

DUPLIN COUNTY

By: *[Signature]*

Printed Name: *Lexie E. Allen*

Title: *CHAIRMAN*

ATTACHMENT 1" to follow

336593

UNIVERSITY COMMERCIAL CENTER
7990 North Point Blvd., Suite 209
Winston-Salem, NC 27106

T 336.593.9623
F 336.593.3912

MEPC

STRUCTURAL ENGINEERS

www.mepc-engineers.com

Mr. George Futrelle
Assistant County Manager/Airport Director
Duplin County Airport
260 Airport Road
Kenansville, NC 28349

September 15, 2021

Re: Duplin County Health Department
Building Re-Roof Documents
Kenansville, NC
EP259-21

Dear Mr. Futrelle,

We propose to furnish consulting engineering design services in connection with the above referenced project based on the following scope, terms, and conditions. Our fee is based on information which was outlined in our report dated July 19, 2021. Based on our understanding, the water test did not successfully allow for identification of leak source and has led to the determination that a replacement of the roof may be the only adequate measure to properly address the existing leaks and the improper installation of the original metal roof system. Our scope of services has been outlined in 2 phases. The first phase is for plan, specification, and bidding. The 2nd phase will be for construction administration services.

Our scope of services are outlined below.

Scope

The scope of services is as follows:

I.) **Moorefield Engineering, P.C. will provide:**

Phase I: (Site Evaluation, Re-Roofing Plans, Specifications, and Bidding)

- Site visit to verify existing roofing information.
- Evaluate existing roof structure for dormer demolition & infill.
- Prepare roof framing plan, roof plan, and applicable details in regard to new standing seam metal roofing system, trim, gutter, down spouts, and other miscellaneous items required to complete the roofing project.
- Provide details and sections as required to address specific situations with the new standing seam metal roof system.
- Prepare book specifications and owner directed general conditions for bidding purposes.
- Conduct pre-bid meeting at job site.

Mr. George Futrelle
Assistant County Manager/Airport Director
Duplin County Airport
Duplin County Health Department
Building Re-Roof Documents
Kenansville, NC
EP259-21

- Address bid questions and issues addendums as required based on contractor questions.
- Participate in owner bid opening and provide bid tabulation for distribution to contractors who bid project.

Phase II: (Construction Administration)

- Conduct pre-construction meeting at job site prior to beginning of project.
- During the construction phase Moorefield Engineering, P.C. will provide site visits on an as needed basis to review the contractors work and progress for the project. We will also address any questions and issue field reports for the site visits provided. (Estimated 4-5 site visits)
- All Phase II services will be construction administration related to actual construction work in the field and will be billed at our standard hourly rates as outlined. We would anticipate that an allowance should be made for Phase II services and the estimated fee is outlined in the fee arrangements section.

II.) **Moorefield Engineering, P.C. will not provide:**

- Civil/Site engineering design.
- Mechanical/Plumbing/Electrical engineering design.
- Material/Soil testing.
- Statement of Special Inspections.
- Special Inspector Services.
- Permitting assistance/fees.
- Contract preparation/administration.
- Deep foundations (additional services).
- Other items not specifically addressed in Part I.

Fee Arrangement

The fee for the professional structural engineering design services to complete the items outlined in Phase I of the above scope are outlined below:

- Phase I: A lump sum fee of \$14,850.00 (fourteen thousand eight hundred and fifty dollars)
- Phase II: Estimated fee of \$5,500.00 (five thousand five hundred dollars)

(Note: The owner has requested our services for this project based on our qualifications for the project scope and our fee is being provided for services requested based on the premise that qualifications have been first considered before a fee has been outlined)

Mr. George Furtelle
Assistant County Manager/Airport Director
Duplin County Airport
Duplin County Health Department
Building Re-Roof Documents
Kenansville, NC
EP259-21

Services that are required in addition to those being provided and outlined in this proposal can be provided by Moorefield Engineering, P.C. at the following hourly rates.

Principal Engineer	\$150.00/hour
Registered Professional Engineer	\$125.00/hour
Project Designer	\$100.00/hour
Engineer in Training	\$80.00/hour
AutoCAD Draftsman	\$70.00/hour
Secretarial	\$50.00/hour

If additional services are required we can provide an additional proposal in lieu of using the hourly rates.

Reimbursable Expenses

Below items will be billed at the rates listed below:

Plotting: \$0.45/sq. ft.	Letter size copy: B&W \$0.10/pg. / Color \$0.30/pg.
Mailing: Cost + 15%	Binding/Covers: Cost + 15%
Lodging: Cost + 5%	Travel: Mileage @ \$0.50/mi. (**\$850.00)
* Estimated Reimbursable	

Billing/Payment

Professional services will be invoiced at the end of each month for services performed during the month or upon the completion of the project. All invoices are due within 30 calendar days from the invoice date. Interest will be due at 1 1/2% per month on outstanding invoices in excess of 30 days. If payment is not made by the stated date on the invoice Moorefield Engineering, P.C. (further stated as the Engineer) may exercise the right to terminate the performance of services without further obligation to the Client. Payment will still be due for services completed to the time this option is exercised. In the event that any portion or all of an account remains unpaid for 90 days after billing, the Client shall pay the cost of collection, including attorney's fees.

Mr. George Furtelle
Assistant County Manager/Airport Director
Duplin County Airport
Duplin County Health Department
Building Re-Roof Documents
Kenansville, NC
EP259-21

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Client shall authorize and pay all cost associated with the investigation of such a condition and, if necessary, all costs to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risk associated with this condition, and the Engineer shall not be responsible for the existing condition nor for the resulting damages to persons or property.

Professional Liability

Engineer maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our policy coverage is for \$1,000,000 per incident with a \$2,000,000 aggregate limit per year. Upon request, a certificate of insurance can be provided as proof of coverage.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his/her obligations. In the event of termination, the Client shall pay the Engineer for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by this Client (or another party) for any other endeavor without written consent of the Engineer. If use is made without written consent of the Engineer by the client, then the client shall hold harmless the Engineer and all its personnel from and against any and all claims damages, losses, and expenses from the unauthorized use of all documents.

Mr. George Furelle
Assistant County Manager/Airport Director
Duplin County Airport
Duplin County Health Department
Building Re-Roof Documents
Kenansville, NC
EP259-21

Acceptance

We appreciate the opportunity to submit this proposal. If this meets with your approval, please sign and return one copy to our office to serve as our services agreement and authorization to proceed.
Payment for services outlined in this proposal made by the client indicates acceptance of the scope, terms, and fees outlined in the proposal even if the signed proposal is not returned by the client.
We look forward to working with you on this project. Thank you.
Respectfully submitted,
Moorefield Engineering, P.C.



Jerry W. Moorefield, P.E.

Printed Name & Title: Dexter B. Edwards, County Commissioner
Company Name: Duplin County
Authorized By: [Signature] Date: 2-7-22
Signature

DUPLIN COUNTY
BOARD OF COMMISSIONERS
FEBRUARY 7, 2022

I. Duplin County Water Department SCADA Replacement Project

A. Authorization to Advertise Project

1. Discussion: The project is ready to be advertised for the receipt of proposals. In July, 2021, the Board authorized the use of American Rescue Plan Act (ARPA) funds for the construction of SCADA Improvements for the Duplin County Water System. Because there are various technologies and hardware components that could be used for the proposed SCADA system, this project will be advertised as a request for proposals, using best value procurement as defined in N.C.G.S. 143-135.9(a)(1). This will allow the County to evaluate each proposal based on factors including initial cost, technical merit, ongoing costs of maintenance and operation, the Proposer's past performance on similar projects, and probability of Proposer performing the requirements in the Contract while accomplishing the stated objectives and maintaining industry standards compliance. After receipt of proposals, McDavid Associates will assist the County in reviewing the proposals, interviewing Proposers, evaluating the Proposals based on the previously mentioned criteria, and selecting the Proposal that best meets the requirements. The Preliminary Cost Estimate for this project is in the amount of \$1,621,000.00. Due to recent inflation, shortages and increases in the price of fuel and materials, the project may exceed the original cost estimate.
2. Action Requested: Motion authorizing McDavid Associates, Inc. to advertise the project for receipt of proposals.

PRELIMINARY COST ESTIMATE
2021 SCADA SYSTEM IMPROVEMENTS PROJECT
DUPLIN COUNTY

Item	Description	Unit	Quantity	Price	Amount
Construction Costs					
1	Unit CCU - Master Control Panel & SCADA Computer	US	1	\$80,000.00	\$80,000.00
2	Primary SCADA Backup Server	LS	1	\$20,000.00	\$20,000.00
3	Remote Client Laptop	EA	2	\$5,000.00	\$10,000.00
4	Elevated Storage Tank Remote Panel/Control Unit	LS	6	\$22,000.00	\$132,000.00
5	Well Remote Panel/Control Unit	LS	8	\$20,000.00	\$160,000.00
6	EST & Well Site Remote Panel/Control Unit	LS	7	\$27,500.00	\$192,500.00
7	Booster Pump Station Remote Panel/Control Unit	LS	5	\$25,000.00	\$125,000.00
8	Booster Pump Station B1 Remote Panel/Control Unit	LS	1	\$27,000.00	\$27,000.00
9	Valve Station A-1 Remote Panel/Control Unit	LS	1	\$10,000.00	\$10,000.00
10	Valve Station F-1 Remote Panel/Control Unit	LS	1	\$15,000.00	\$15,000.00
11	Recalibrate Existing Transducers at Storage Tanks	EA	13	\$1,000.00	\$13,000.00
12	Installation of Omnidirectional Antennas and Radio Cable on Tanks	EA	13	\$6,000.00	\$78,000.00
13	Antenna Mounts and Messenger Piping	EA	13	\$8,000.00	\$104,000.00
14	Directional Antennas at Well, BPS and VS Sites - 60' Min	EA	13	\$9,000.00	\$117,000.00
15	Generator for Duplin County Water Department Office	LS	1	\$44,500.00	\$44,500.00
16	Valve Vault Improvements (Floats, wiring, limit switches)	EA	10	\$2,500.00	\$25,000.00
17	Genset Integration with SCADA System	EA	3	\$1,000.00	\$3,000.00
18	Water Meter Integration with SCADA System	EA	3	\$2,000.00	\$6,000.00
19	Water Meter Installation at Well/BPS sites	LS	3	\$7,500.00	\$22,500.00
20	Spare Parts	LS	1	\$8,000.00	\$8,000.00
21	Owner's Training	EA	5	\$1,000.00	\$5,000.00
22	GIS/AE-Built Preparation/Submittal	LS	1	\$30,000.00	\$30,000.00
Subtotal					\$1,227,500.00
23	Construction Administration (270 days)				\$95,235.00
24	Construction Observation (270 days)				\$55,040.00
25	Contingency				\$109,250.00
Subtotal Construction					\$1,487,025.00
Engineering Costs					
26	Engineering Design				\$120,475.00
27	Permitting				\$0.00
28	Engineering Reimbursables				\$1,500.00
29	Additional Services				\$8,000.00
Administration Costs					
30	Legal Costs				\$2,000.00
31	Other				\$2,000.00
TOTAL PROJECT COST					\$1,621,000.00
TOTAL FUNDING REQUEST					\$1,621,000.00



Seal of Duplin County, North Carolina

Duplin County, NC
233 Middle Street, Ste 300
PO Box 1717
New Bern, NC 28560

Fax: 252.444.4444
www.cccog.org

Attn: Mr. Davis Brinson
Duplin County Manager and Clerk to the Board of Commissioners
PO Box 910
Kenansville, NC 28349

Dear Mr. Brinson,

Enclosed are the 2021 Annual Reports for Duplin County's *Nursing Home Community Advisory Committee* and *Adult Care Home Community Advisory Committee*. Please share the reports with the Board of Commissioners. If you have any questions, I can be reached at 252-638-3185, ext. 3010.

Sincerely,

Carol F. Smith

Carol F. Smith
Regional Long-Term Care Ombudsman
Eastern Carolina Council-Area Agency on Aging

cc: Director, Duplin County Department of Social Services
Victor Orlja, State Long-Term Care Ombudsman

ANNUAL REPORT
FOR
ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES

COUNTY Duplin REPORTING YEAR 2021
COMMITTEE Nursing Home CHAIRPERSON None

1. *Were all the homes in the county served by the committee?* No
If not, why? All visitation by the committee stopped in March 2020 due to the COVID-19 public health emergency. Committee visitation remains on-hold per the direction of the Office of the State Long-Term Care Ombudsman.
2. *Describe educational efforts by the committee.* The committee meets virtually each quarter for training provided by the Long-Term Care Ombudsman. Educational efforts to facilities by the committee stopped in March 2020 due to the COVID-19 public health emergency and remains on-hold at this time.
3. *Describe community involvement by the committee.*
Not applicable; see above.
4. *Describe problems encountered by the committee.*
Not applicable; see above.
5. *Was the committee involved in grievance resolution during the year?*
Not applicable; see above.
6. *Summarize the strengths and weaknesses of the facilities in the county.*
Committee unable to provide summary due to no visitation during 2021.
7. *Other comments:*
None

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Colby Smith, Regional Ombudsman Date prepared: January 19, 2022

ANNUAL REPORT
FOR
ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES

COUNTY Duplin REPORTING YEAR 2021
COMMITTEE Adult & Family Care Homes CHAIRPERSON Janet B. Jones

1. *Were all the homes in the county served by the committee?* No
If not, why? All visitation by the committee stopped in March 2020 due to the COVID-19 public health emergency. Committee visitation remains on-hold per the direction of the Office of the State Long-Term Care Ombudsman.
2. *Describe educational efforts by the committee.* The committee meets virtually each quarter for training provided by the Long-Term Care Ombudsman. Educational efforts to facilities by the committee stopped in March 2020 due to the COVID-19 public health emergency and remains on-hold at this time.
3. *Describe community involvement by the committee.*
Not applicable; see above.
4. *Describe problems encountered by the committee.*
Not applicable; see above.
5. *Was the committee involved in grievance resolution during the year?*
Not applicable; see above.
6. *Summarize the strengths and weaknesses of the facilities in the county.*
Committee unable to provide summary due to no visitation during 2021.
7. *Other comments:*
None

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Colby Smith, Regional Ombudsman Date prepared: January 19, 2022

NORTH CAROLINA

SOIL & WATER

CONSERVATION CENTER

Service for all life

Duplin Soil & Water Monthly Report

Monies Received 2022		
2022 NCACSP Beginning 07/01/2021	\$	73,683.00
2022 AgWrap Beginning 07/01/2021	\$	26,767.00
Federal EQIP/CSP Allocation 2020	\$	1,147,713.00
EWP Stream Bank Stabilization 2020	\$	546,792.50
Impaired/Impacted Stream Allocation	\$	15,540.00
NACD Temp Employee Grant	\$	50,000.00
Stream Debris Hurricane ETA	\$	237,162.00
TOTAL	\$	2,097,657.50

January-22		
BMAP Monies collected	\$	375.00
BMAP Monies billed	\$	375.00
Beaver Dams Destroyed		21
New NCACSP/NCAGwrap Apps/Disaster		3
tile/subsurface drain,feet		368
acreage operations assisted (WUP)		62
telephone assistance		81
walk-in clients assisted		420
Acres of Maps for clients		7
Creek miles inspected		2
River miles inspected		

Angie B. Quinn

signature

Monday, January 31, 2022

Monies to Landowners

Category	Amount
2022 NCACSP Beginning 07/01/2021	\$73,683.00
2022 AgWrap Beginning 07/01/2021	\$26,767.00
Federal EQIP/CSP Allocation 2020	\$1,147,713.00
EWP Stream Bank Stabilization 2020	\$546,792.50
Impaired/Impacted Stream Allocation	\$15,540.00
NACD Temp Employee Grant	\$50,000.00
Stream Debris Hurricane ETA	\$237,162.00
TOTAL	\$2,097,657.50

2005 Chevy	1GCEK14V85Z321377	94,038
2007 Chevy	1GCEK19C97Z625098	129,720
2016 Ford F150	1FTEW1E86GFC68020	43,364