



000703

BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, March 7th, 2022

224 Seminary Street

Kenansville, NC 28349

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

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

Absent: Commissioner Kennedy Thompson.

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Trisha-Ann Hoskins, Administrative Officer/ Deputy Clerk; 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 Dowe. 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 Garner, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the February 18th, 2022 Board of Commissioners Retreat as presented.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the minutes of the February 21st, 2022 meeting of the Board of Commissioners as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- #19213- 19253; Contract for Mowing Services between Duplin County and Nelson Baker D/B/A Baker's Lawn Care; Partnership Agreement between Atlantic Telephone Membership Corporation (doing business as FOCUS Broadband) and Duplin County Regarding Allocation of ARPA Funds for a GREAT Grant Application Match; Health Department Bad Debt Write Off for Duplin County Health Department; Acceptance of Special Section 5333(b) Warranty for FY23 Federal Transit Administration Certifications & Assurances for the Public Transportation Department.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

000701

AGENDA

Public Comments

No Public Comments

End Public Comments

Davis H. Brinson, County Manager/ Clerk to the Board, appeared before the board to receive any road/ highway concerns from the members of the Board or members of the public wished to be addressed by the NC Department of Transportation (NCDOT). Commissioner Dowe wished for NCDOT to investigate the foul odor at the ditch near the address of 2412 S. NC 50 Hwy.; Rose Hill, NC near Minnie Farrior Lane. Commissioner Edwards expressed his gratitude for the haste and efficiency at which the County Manager and the Solid Waste Director addressed the issue of an excess of trash, by which the County Manager had requested inmates be involved with the clean up which resulted in 200 bags of trash in the Albertson area. Mr. Brinson thanked the Commissioner and then thanked Derrel Whaley for his involvement and efficiency in handling the issue. Commissioner Dowe made it known that there is trash on Wards Bridge Road between C.M. Outlaw's Crossroads and Westbrook Crossroads. Commissioner Graner suggested the County Manager have NCDOT investigate the installation of rumble strips at the approaches to the intersection at C.M. Outlaw's Crossroads which has recently been changed to a 4-way stop intersection.

Melissa Kennedy, E-911 Addressing Coordinator, appeared before the Board to conduct a public hearing to receive public comments regarding a request from Clifton Murphy to name a new lane at 169 Old NC Hwy; Beulaville, NC in the Limestone Township: Honey Bee Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the request from Clifton Murphy to name a new lane at 169 Old NC Hwy; Beulaville, NC in the Limestone Township: Honey Bee Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

George H. Futrelle, Assistant County Manager/Airport Director, appeared before the Board to request an appointment to the Airport Commission. The Duplin County Airport Commission recently lost one of its long-time members to death, Mr. Ricky Kennedy. The Airport Commission received one application and had two other recommendations from within. The appointment is at the pleasure of Commissioner Dexter Edwards. The Airport Commission recommended Mr. Scotty Kennedy to fill the unexpired term of his father, Ricky Kennedy whose term would expire on June 30, 2024. Commissioner Edwards contacted Mr. Kennedy and he has agreed to serve if appointed. Scotty Kennedy is a Duplin County native, graduate of James Sprunt Community College and owner of Kennedy Electrical Services, LLC. He is a licensed Electrical Contractor and licensed General Contractor. He and his wife, Nicole, and their daughter reside in the White Flash community of Duplin County. Scotty is a licensed private pilot and is currently working on his instrument rating.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the request to appoint Mr. Scotty Kennedy to the Duplin County Airport Commission to fill the unexpired term of his father, Ricky Kennedy, with the term expiring on June 30, 2024.

George H. Futrelle, Assistant County Manager/ Airport Director, appeared before the Board to present a Consultant Contract Amendment & Construction Project Change Order — Capital Project 7548. The Duplin County Airport Commission reviewed and approved the Contract Amendment No. 2 with our airport engineering firm, AVCON, Inc. in the amount of \$84,647.05 at their February 22, 2022 board meeting and recommends approval to the Duplin County Board of Commissioners. This is for additional professional services required during the course of the NC Forestry Service Hangar Construction Project.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the AVCON Contract Amendment No. 2 for the NC Forestry Service Hangar Construction Project – Capital Project 7548 in the amount of \$84,647.05.

The Duplin County Airport Commission reviewed and approved a Change Order No. 6 with River Landing Builders, LLC, in the amount of \$300,250.26 at their February 22, 2022 board meeting and recommends approval to the Duplin County Board of Commissioners. The contract change order is necessary to reconcile as-built quantities and additions that were necessary to complete the project. These changes and additional funds required, were approved by the funding agency, the NC Division of Aviation during the course of the project.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the River Landing Builders, LLC Change Order No. 6 for the NC Forestry Service Hangar Construction Project – Capital Project 7548 in the amount of \$300,250.26.

George H. Futrelle, Assistant County Manager/ Airport Director, appeared before the Board to request additional purchase of fuel funds. Due to exceptional fuel sales and the drastic increase in fuel cost, the Airport is short on funds needed to purchase fuel which will directly increase fuel sales revenue this fiscal year. The additional funds of \$200,000 would be used to purchase fuel, and will also require an additional \$5,000 to sales tax expense.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the request to add additional funds to the Duplin County Airport's budget to purchase fuel in the amount of \$200,000 and additional \$5,000 to sales tax expense.

Davis H. Brinson, County Manager/ Clerk to the Board, represented Brandon McMahon, Director of Emergency Medical Services (EMS), appearing before the Board to request approval of a private ambulance franchise. American Ambulance Service has requested that that Board of Commissioners grant a non-emergency transport ambulance franchise to allow it to operate in Duplin County. American Ambulance Services is a private ambulance service that will be assisting with influx in calls for discharges from Vidant Duplin, transfers from Vidant Duplin, interfacility transports and medical office visits for patients that live in Duplin County. American Ambulance Service will only be allowed to perform Basic Life Support transports. The company will also operate under the Duplin County EMS system plan meaning that their transports and patient care reports can be reviewed by Duplin County EMS. American Ambulance Service also has franchises and is operating in Pender County, Onslow County, New Hanover County and Brunswick County. American Ambulance Service's Director Nicholas Tripp and Deputy Director Brian Ennis were both in attendance at the meeting. Director Tripp addressed the Board briefly to give them an overview of his company and the services they provide.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve American Ambulance Service non-emergency transport franchise to operate within Duplin County.

Davis H. Brinson, County Manager/Clerk to the Board, represented Sheriff Blake Wallace, appearing before the Board to request the adoption of a Resolution authorizing the Sheriff of Duplin County to present retired Sheriff's Office Captain Michael Stevens and retiring Sheriff's Office Captain Christopher Smith their Duplin County Sheriff's Office badge and service weapon pursuant to state law and past county practices in recognition of their retirement from the Duplin County Sheriff's Office and County of Duplin.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to adopt the Resolution to Approve Presentation of Badge & Service Weapon to Retiring Sheriff's Office Employees Michael Stevens and Christopher Smith.

Laura Jones, County Librarian, appeared before the Board, to request the acceptance of the Technologies Grant in the amount of \$40,000 and the approval of the necessary budget amendment for adding this grant to the FY21-22 Library Budget. The Adapting Technologies Grant covers the purchase of Chromebooks, laptops and hotspots for check out in all of the Duplin County Public Library branches. The grant also includes Wi-Fi boosters to be

installed in each branch by our IT Dept. to improve the patron accessibility when using devices in our libraries.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to accept Adapting Technologies Grant funds in the amount of \$40,000.00 on behalf of the Duplin County Library System and to approve the associated budget amendment.

Davis H. Brinson, County Manager/Clerk to the Board, appeared on behalf of Tracey Simmons- Kornegay, Health Director, appearing before the Board to request the acceptance of the WIC—AA 403 Funding Revision (Special Nutritional Supplemental Program for Women, Infants and Children). This Agreement Addendum Revision No. 1 provides additional funds to the Local Health Department (LHD) as its average monthly participation has risen above 107% of the base caseload assignment for SFY22, as defined in the original Agreement Addendum's Attachment A. This Agreement Addendum Revision No. 1 also increases the per participant rate as of January 1, 2022. These funding increases, applicable from January through May 2022, will enhance the LHD's ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve to accept Additional WIC funding – AA 403 Revision No. 1 funding in the amount of \$17,706 on behalf of the Duplin County Health Department and approve the associated budget amendment for FY 2021-22.

Davis H. Brinson, County Manager/Clerk to the Board, appeared on behalf of Tracey Simmons- Kornegay, Health Director, appearing before the Board to present the FY 2023 Consolidated Agreement between North Carolina Department of Health and Human Services (NCDHHS), Division of Child and family Well-Being and Division of Public Health, and the Duplin County Health Department (Local Health Department/LHD). This Consolidated Agreement is made for the purposes of maintaining and promoting the advancement of public health in North Carolina. The Consolidated Agreement shall cover a period from June 1, 2022 to May 31, 2023 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination. NCDHHS and the LHD agree that the provisions and clauses set forth in the agreement shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously to approve the FY 2023 Consolidated Agreement between North Carolina Department of Health and Human Services, Division of Child and Family Well-Being and Division of Public Health, and the Duplin County Health Department.

Gary Rose, Tax Administrator, appeared before the Board to present a bid on Parcel No. 01-E174, located at 412 S. Pine Street in the Town of Warsaw, NC; Warsaw Township, that was purchased by Duplin County on September 5th, 2007 for \$2,282.00. The current tax value of the property is \$4,400. A bid was received from Joshua Tree Associates, LLC on February 23rd, 2022 for \$1,500.00. The Board was advised that it could either accept the bid and advertise for upset bids pursuant to NC General Statute § 160A-269 or reject the bid.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to accept the bid from Joshua Tree Associates, LLC in the amount of \$1,500.00 for surplus County property Parcel No. 01-E174 located at 412 S. Pine Street in the Town of Warsaw, NC; Warsaw Township and to advertise for upset bids pursuant to NC General Statute § 160A-269.

Gary Rose, Tax Administrator, appeared before the Board to present the bid on Parcel No. 01-E251, located at 111 E. Gregory Street, in the Town of Warsaw, NC; Warsaw Township, that was purchased by Duplin County on October 2nd, 2012 for \$4,171.00. The current tax value of the property is \$5,500.00. A bid was received from Joshua Tree Associates, LLC on February 23rd, 2022 for \$1,800.00. The Board was advised that it could

either accept the bid and advertise for upset bids pursuant to NC General Statute § 160A-269 or reject the bid.

Motion was made by Commissioner Graner, seconded by Commissioner Branch, carried unanimously to accept the bid from Joshua Tree Associates, LLC in the amount of \$1,800.00 for surplus County property Parcel No. 01-E251 located at 111 E. George Street, in the Town of Warsaw, NC; Warsaw Township and to advertise for upset bids pursuant to NC General Statute § 160A-269.

Tracy Chestnutt, Finance Officer, appeared before the Board to request the acceptance of State grant funds. The County received the following grant appropriations in the most recent NC State budget:

\$1,000,000 for North East Cape Fear River bank stabilization/clean up

\$37,500 for Rattlesnake Branch clean up

\$84,269.66 for Enforcement of the Law for the Sheriff's Department.

The Board was advised that it must accept the grants and designate someone to execute grant documents on behalf of the County before we can receive grant funds.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to accept grant funding from the State of North Carolina in the amount of \$1,121,769.66, to authorize the County Manager to execute grant documents and to approve the associated grant budget amendments.

Billy Ivey, Duplin Co. Soil & Water Conservation District Technician, appeared before the Board to request the approval of a contract for stream debris removal (clearing and dragging) on Buck Skin Creek and Grove Creek. The contract is between Duplin County and Jerry Hall of Hall's Tree Service Inc. and is in the amount of \$76,000.00. The work is scheduled to be completed no later than August 31, 2022.

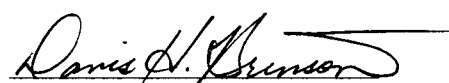
Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the contract for Stream Debris Removal on Buck Skin & Grove Creek between Duplin County and Jerry Hall of Hall's Tree Service in the amount of \$76,000.00.

Davis H. Brinson, County Manager/Clerk to the Board, appeared to make general announcements and/or updates. The Board was advised that the annual Blue Brew & Que Outdoor Bluegrass Festival would be held at the Events Center on March 26, 2022 and that the Royal Hanneford Circus would be performing four (4) shows at the Events Center on April 9th and 10th. The Board was also advised that the 13 Annual Youth Fishing Tournament would be held at Cabin Lake County Park on April 9, 2022.

Motion was made by Commissioner Branch, seconded by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to go into closed session pursuant to NCGS § 143-318.11 (a) (3) for Legal Matters.

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

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to adjourn until Monday, March 21st, 2022 at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.



Davis H. Brinson
Clerk to the Board

THIS PAGE LEFT BLANK INTENTIONALLY

000709

03/02/2022 12:45
chelsey.lanierDuplin County, NC
JOURNAL INQUIRYIP 1
glcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	08	305	BJA	02/16/2022	02/16/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	5140	41990					T PROFESSIONAL SERVICES					1,974.59
2	5140	42980					T PROGRAM SUPPLIES				1,974.59	
** 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	08	322	BJA	02/16/2022	02/16/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	4260	43300					T UTILITIES					5,000.00
2	4260	42500					T VEHICLE GASOLINE				5,000.00	
** JOURNAL TOTAL											0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	08	324	BJA	02/16/2022	02/16/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	4130	40120					T SALARIES					8,000.00
2	4260	43510					T REPAIRS BUILDING AND GROUNDS				8,000.00	
** JOURNAL TOTAL											0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	08	398	BJA	02/21/2022	02/21/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB

03/02/2022 12:45
chelsey.lanierDuplin County, NC
JOURNAL INQUIRYIP 2
glcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	08	398	BJA	02/21/2022	02/21/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	4260	43300					T UTILITIES					1,200.00
2	4260	42600					T OFFICE SUPPLIES				1,200.00	
** 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	08	460	BJA	02/22/2022	02/22/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
1	4320	41966					T INMATE HOUSING COUNTY					7,621.00
2	4310	45100					T CAPITAL OUTLAY				7,621.00	
3	4530	43510					T REPAIRS BUILDING AND GROUNDS					1,200.00
4	4530	42380					T PROGRAM SUPPLIES					300.00
5	4530	41990					T PROFESSIONAL SERVICES					500.00
6	4530	43520					T REPAIRS & MAINTENANCE EQUIPME					500.00
7	4530	42724					T CREDIT CARD CHARGES				2,500.00	
8	6160	43031					T EVENT EXPENSES					3,000.00
9	6160	42022					T EVENT/CONTRACT LABOR				3,000.00	
10	6160	43910					T MARKETING					1,300.00
11	6160	43911					T ADVERTISING				1,300.00	
12	4530	43520					T REPAIRS & MAINTENANCE EQUIPME					700.00
13	4530	41990					T PROFESSIONAL SERVICES					337.15
14	4530	44910					T DUES AND SUBSCRIPTIONS				700.00	



03/02/2022 12:45
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

P 3
glcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	08	460	BUA	02/22/2022	02/22/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
15	4530	42120					UNIFORMS		337.15			
** 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	08	490	BUA	02/24/2022	02/24/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	4960	43110					TRAVEL		800.00		800.00	
2	4960	44910					DUES AND SUBSCRIPTIONS		786.51			
3	4181	41804					A & P RESERVE		300.00			
4	4181	42600					OFFICE SUPPLIES		350.00			
5	5950	41964					VOLUNTEER TRAINING & RECOGNITION				300.00	
6	5951	41964					VOLUNTEER TRAINING & RECOGNITION				350.00	
7	5950	42600					OFFICE SUPPLIES		300.00			
8	5951	42600					OFFICE SUPPLIES		350.00			
** 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	08	498	BUA	02/24/2022	02/24/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	4130	43110					TRAVEL		525.00		525.00	
2	4130	44500					INSURANCE AND BONDS					
** JOURNAL TOTAL									0.00	0.00		



03/02/2022 12:45
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

P 4
glcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	08	612	BUA	02/28/2022	03/01/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	4370	43520					REPAIRS & MAINTENANCE EQUIPMENT		1,202.95			
2	4370	44500					INSURANCE AND BONDS		101.83			
3	4370	43510					REPAIRS BUILDING AND GROUNDS					
4	7400	43110					TRAVEL		500.00			
5	7400	43542					REPAIRS COLLECTION SITES		9,500.00			
6	7400	42500					VEHICLE GASOLINE				297.00	
7	7400	42100					HOUSEKEEPING		297.00			
8	7400	40184					Life Insurance				1,659.00	
9	7400	40121					SALARIES		1,659.00			
10	7405	40121					SALARIES					
** 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	09	13	BUA	03/01/2022	03/01/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5111	42600					OFFICE SUPPLIES		1,200.00			
2	5111	43510					REPAIRS BUILDING AND GROUNDS					
** JOURNAL TOTAL									0.00	0.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	22	BUA	03/01/2022	03/01/2022	030722	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	



03/02/2022 12:45
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

P 5
glcjeinq

YFAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	ACTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	72	BUA	03/01/2022	03/01/2022	030722	chelsey.lanier	1	N	Hist	2022	
N	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT OB	
1	4920	41990					PROFESSIONAL SERVICES		500.00		800.00	
2	4920	42600					OFFICE SUPPLIES		300.00			
3	4920	44910					DUES AND SUBSCRIPTIONS					
** JOURNAL TOTAL									0.00		0.00	
** GRAND TOTAL									0.00		0.00	

10 Journals printed

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

NORTH CAROLINA
DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 7th day of March, 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and NELSON BAKER DBA BAKER SLAWN CARE located at 507 Roundage Street, Kernansville, Duplin County, North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to the performance of all services under this Contract.
2. **TERM OF CONTRACT.** The Term of this Contract for Services is for the 2022 calendar year, specifically the period of **April 1, 2022 through October 31, 2022** (hereinafter referred to as "growing season"), unless sooner terminated as provided herein. Upon mutual agreement of the parties, this Contract may be renewed for two (2) additional one-year terms.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY during the growing season monthly payments of no greater than Five Thousand Seven Hundred Forty-Nine and 33/100 Dollars (\$5,749.33). It is recognized and agreed that the total amount of payments by COUNTY to CONTRACTOR during the term of this Contract shall not cumulatively exceed Forty Thousand Two Hundred Forty-Five and 31/100 Dollars (\$40,245.31), as full compensation for the provision of Services during the term of this Contract. 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. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials,

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

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

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

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. 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(a)). 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: Randy Norwood, Facility Coordinator

Duplin County
P.O. Box 950
Kenansville, NC 28349

CONTRACTOR:
ATTN: Nelson S. Baker
Baker's Lawn Care & Maintenance
P.O. Box 1002
Kenansville, NC 28349

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.

Reviewed by Department Head

Randy Norwood
Date Reviewed: Mar 19, 2022

CONTRACTOR

By: *Nelson S. Baker*

Printed Name: Nelson S. Baker

Title: owner

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

Mary Christy
Duplin County Finance Officer

DUPLIN COUNTY

By: *Dexter B. Edwards*

Printed Name: Dexter Edwards

Title: Chairman BOCC

ATTACHMENT 1" to follow

P 2
bgamdent

LN	ORG	OBJECT	PROJ	ORG	DESCRIPTION	ACCOUNT	DESCRIPTION	EFF	DATE	PREV	BUDGET	BUDGET	CHANGE	AMENDED	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND							
2022	09	2	03/08/2022		BUA	030722C	1	1							
16	5165	40183			WIC-CLIENT SERV.CLS		HOSPITAL	INSURANCE		39,508.00		811.00		40,319.00	
	10-50-5100-5165-000-40183									03/08/2022					
								** JOURNAL TOTAL					0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND							
2022	09	3	03/08/2022		BUA	030722C	1	2							
1	4130	40121			Finance		SALARIES			320,393.00		-3,000.00		317,393.00	
	10-41-4100-4130-000-40121									03/08/2022					
2	4130	40183			Finance		HOSPITAL	INSURANCE		78,017.00		-10,000.00		68,017.00	
	10-41-4100-4130-000-40183									03/08/2022					
3	4260	43510			Public Buildings		REPAIRS	BUILDING AND GROUNDS		128,892.00		10,000.00		141,892.00	
	10-41-4100-4260-000-43510									03/08/2022					
								** JOURNAL TOTAL					0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND							
2022	09	5	03/08/2022		BUA	030722C	1	2							
1	4320	41966			JAIL		INMATE	HOUSING COUNTY		158,879.00		-31,806.00		127,073.00	
	10-43-4310-4320-000-41966									03/08/2022					
2	4320	43540			JAIL		SOFTWARE	MAINTENANCE		3,168.00		1,000.00		4,168.00	
	10-43-4310-4320-000-43540									03/08/2022					
3	4320	44500			JAIL		INSURANCE	AND BONDS		12,500.00		17,132.00		29,632.00	
	10-43-4310-4320-000-44500									03/08/2022					
4	4312	40183			Mental Health Transport		HOSPITAL	INSURANCE		5,000.00		1,000.00		6,000.00	
	10-43-4310-4312-000-40183									03/08/2022					
5	4312	40184			Mental Health Transport		Life	Insurance		.00		10.00		10.00	
	10-43-4310-4312-000-40184									03/08/2022					
6	4310	43540			Sheriff		SOFTWARE	MAINTENANCE		7,000.00		1,000.00		8,000.00	
	10-43-4310-0000-000-43540									03/08/2022					
7	4310	42120			Sheriff		UNIFORMS			35,000.00		11,664.00		46,664.00	
	10-43-4310-0000-000-42120									03/08/2022					
								** JOURNAL TOTAL					0.00		

munis
your erp solution

| P 3
| bgament

LN	ORG	OBJECT	PROJ	ORG	DESCRIPTION	ACCOUNT	DESCRIPTION	EFF	DATE	PREV	BUDGET	BUDGET	CHANGED	AMENDED	BUDGET	ERR
	ACCT															
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND								
2022	09	17	03/08/2022		BUA	030722C	1	2								
1	4530	38390	Airport			MISCELLANEOUS				-1,300.00		-337.50		-1,637.50		
	65-70-4530-0000-000-38390									03/08/2022						
2	4530	44910	Airport			DUES AND SUBSCRIPTIONS				2,700.00		337.50		3,037.50		
	65-70-4530-0000-000-44910									03/08/2022						
						** JOURNAL TOTAL						0.00				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND								
2022	09	31	03/08/2022		BUA	030722C	1	2								
1	4310	40121	Sheriff			SALARIES				2,581,231.00		-15,966.00		2,565,265.00		
	10-43-4310-0000-000-40121									03/08/2022						
2	4310	45100	Sheriff			CAPITAL OUTLAY				297,762.00		15,966.00		313,728.00		
	10-43-4310-0000-000-45100									03/08/2022						
						** JOURNAL TOTAL						0.00				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND								
2022	09	32	03/08/2022		BUA	030722C	1	2								
1	4530	34548	Airport			SALES: FUEL & OIL				-448,332.00		-205,000.00		-653,332.00		
	65-70-4530-0000-000-34548									03/08/2022						
2	4530	42723	Airport			PURCHASES FUEL & OIL				346,377.00		205,000.00		546,377.00		
	65-70-4530-0000-000-42723									03/08/2022						
3	4530	42730	Airport			SALES TAX				31,383.00		5,000.00		36,383.00		
	65-70-4530-0000-000-42730									03/08/2022						
						** JOURNAL TOTAL						0.00				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND								
2022	09	33	03/08/2022		BUA	030722C	1	2								
1	4310	39965	Sheriff			FUND BAL-FED SEIZED JUSTICE				-43,686.86		-4,732.00		-48,418.86		
	10-43-4310-0000-000-39965									03/08/2022						
2	4326	45100	FED SEIZED IRS			CAPITAL OUTLAY				30,616.00		4,732.00		35,348.00		
	10-43-4310-4326-000-45100									03/08/2022						
						** JOURNAL TOTAL						0.00				

STATE OF NORTH CAROLINA)
)
) PARTNERSHIP AGREEMENT
)

THIS AGREEMENT, entered into this the 1st day of March, 2022, among Atlantic Telephone Membership Corporation (dba. FOCUS Broadband), a nonprofit entity, located at 640 Whireville Road, Shallotte, North Carolina 28459 and Duplin County, a political subdivision of North Carolina, whose principal address is located at 224 Seminary Street, Kenansville, NC 28439, with each of the parties acting by and through its authorized representatives and in accordance therewith, the parties acknowledge, recite, and agree as follows:

R E C I T A L S.

1 The purpose and spurt of this Agreement is to facilitate the engineering, construction, and installation of high-speed broadband facilities and opportunities within Duplin County. It is the intent and purpose of entering into this Agreement to provide, promote, construct, engineer, and operate high speed broadband services within Duplin County through the collaborative efforts, initiatives, and undertaking of each of the above-named entities.

2 It is understood and agreed that FOCUS Broadband shall design, engineer, construct and enter into the appropriate steps, initiatives, and applications with the appropriate state and federal regulatory agencies and facilitating partners including, but not limited to NC Great Grant for the service territories within Duplin County, North Carolina, and in accordance with the plans and purposes of FOCUS Broadband and Duplin County Government, which shall be developed in a collaborative and cooperative manner

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and purposes as above set forth, the parties hereto agree and acknowledge the following

1 FOCUS Broadband will design and apply for a NC Great Grant for service territories within Duplin County, North Carolina that are unserved. (An unserved area is defined as "being where inhabitants or businesses do not have access to high-speed broadband services.")

2 It is the objective, mission, and intent of this Agreement that FOCUS Broadband will endeavor to maximize the number of unserved addresses to be included in the grant application.

3 FOCUS Broadband shall cover all costs associated with the submission of the grant applications and will cover any additional costs beyond the grant application as may be necessary to provide services and fulfill the grant obligations.

4 As part of this Partnership Agreement, in the event a NC GREAT Grant is awarded to FOCUS Broadband through the NC GREAT Grant program, Duplin County agrees to provide a 50% project match up to \$150,000 in matching funding

contributions with 100% of those funds coming from funds designated for broadband expansion and received by the county through the American Rescue Plan Act (ARPA). For clarity, these funds are only obligated should FOCUS Broadband receive an award through the NC GREAT Grant program in the first round of the NC GREAT Grant program for 2022

5 Duplin County shall provide FOCUS Broadband with a Deed of Easement on county-owned land for the express purposes of constructing and maintaining a fiber optic switching office, otherwise known as an OLT (Optical Line Termination) site positioned on portions of tax parcel 13-E118 and PIN 340300487866 located near 165 Agriculture Drive, Kenansville to be used to facilitate the expansion of broadband internet services in Duplin County for the purposes of meeting the intent and mission of this Agreement

6 It is further agreed that the intent and purpose of this Agreement is for the sole purpose of enabling broadband access in unserved and underserved areas wherein inhabitants or businesses do not have access to high-speed broadband services as of the date of this Agreement. It is acknowledged and agreed that upon the energizing and ability to deploy and maintain high speed broadband services, that FOCUS Broadband shall assume and remain the sole operating business entity of high-speed broadband services within the parcel identified above in Item 5, and nothing in this Agreement shall constitute a joint operating agreement in terms of costs or revenue sharing upon completion of this project

7 FOCUS Broadband shall comply with all safety and federal, state, and local construction requirements applicable to the installation, deployment, and rendition of high-speed broadband services. FOCUS Broadband further warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689, 45 C.F.R. Part 76); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322), and Record Retention Requirements (2 C.F.R. § 200.324)

8 FOCUS Broadband shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability; and 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 FOCUS Broadband 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 Agreement may be canceled, terminated or suspended in whole or in part by

Duplin County, and FOCUS Broadband may be declared ineligible for any further County contracts

9 FOCUS Broadband certifies that is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units (G.S. 143C-6A-6(a)). It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

10 FOCUS Broadband 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

11 FOCUS Broadband certifies that it is not delinquent on any taxes, fees, or other debt owed by to County, and covenants and agrees to remain current on any taxes, fees, or other debt owed to County during the Term of this Agreement.

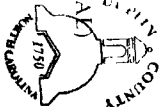
12 Each party will hold the other harmless from any and all claims, including costs, expenses, and damages, which may occur as a result of any action, activity, negligence, and or conduct by the party, its employees or its contractors, arising out of the high-speed broadband services as referenced in this Agreement

13 This Agreement shall be construed in accordance with the laws of the State of North Carolina and shall be binding upon the parties hereto. 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

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first written above.

Michael K. Holden
CEO General Manager
Atlantic Telephone Membership Corp
640 Whiteville Road
Shallotte, North Carolina 28459
(S.F.A.L.)

Dexter B. Edwards
Chairman
Duplin County Commissioners
224 Seminary Street
Kenansville, North Carolina 28349


DUPLIN COUNTY

Health Services

340 Seminary Street
PO Box 948
Kenansville, NC 28349

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

Date: 02/10/22

Bad Debt Write off for Duplin County Health Department

Bad Debt Service Date Write Off: December 2011 and January 2012

Amount to be written off: \$14,678.95

PC \$11,937.33
CH \$801.50
FP \$1,054.66
IM \$377.39
MH \$426.07
CD \$82.00

Joey Swinn-Hanvey
Health Director

2.10.2022
Date

Wesley Williams
Chairman - Board of Health

2.10.2022
Date

Debbie E. Clark
Chairman - County Commissioners

3.7.22
Date

Health Bad Debt as of February 2012

DOB	Balance	Prog
12/08/11	\$11.00	CD
12/01/11	\$11.00	CD
01/06/12	\$5.00	CD
02/13/12	\$15.00	CD
12/09/11	\$5.00	CD
02/13/12	\$4.00	CD
02/10/12	\$15.00	CD
12/12/11	\$16.00	CD
	\$82.00	
02/27/12	\$81.00	CH
02/01/12	\$115.00	CH
02/15/12	\$129.25	CH
02/15/12	\$99.25	CH
02/16/12	\$105.00	CH
12/15/11	\$147.00	CH
02/09/12	\$115.00	CH
12/10/21	\$10.00	CH
	\$801.50	
12/09/11	\$34.05	FP
02/08/12	\$7.00	FP
02/13/12	\$10.00	FP
02/16/12	\$26.80	FP
12/28/11	\$34.75	FP
12/20/11	\$12.00	FP
12/21/11	\$40.00	FP
02/27/12	\$90.06	FP
12/16/11	\$15.00	FP
02/23/12	\$8.00	FP
02/20/12	\$30.00	FP
02/06/12	\$55.00	FP
01/06/12	\$170.25	FP
02/15/12	\$79.00	FP
02/17/12	\$78.10	FP
02/08/12	\$36.00	FP
01/27/12	\$40.00	FP
12/09/11	\$59.05	FP
01/09/12	\$45.00	FP
12/19/11	\$87.60	FP
02/02/12	\$7.00	FP
01/05/12	\$90.00	FP
	\$1,054.66	
01/20/12	\$24.00	IM
02/06/12	\$25.00	IM
02/06/12	\$98.00	IM
02/09/12	\$50.00	IM
01/09/12	\$90.72	IM
01/20/12	\$13.83	IM
01/23/12	\$44.59	IM
01/10/12	\$31.25	IM

	\$377.39
12/19/11	\$6.00 MH
01/31/12	\$13.00 MH
01/26/12	\$13.00 MH
12/19/11	\$38.70 MH
12/13/11	\$57.30 MH
12/05/11	\$34.50 MH
02/14/12	\$13.00 MH
12/19/11	\$13.00 MH
02/27/12	\$10.82 MH
12/21/11	\$33.00 MH
12/20/11	\$2.75 MH
12/06/11	\$13.00 MH
12/14/11	\$3.75 MH
02/27/12	\$13.00 MH
01/30/12	\$13.00 MH
02/22/12	\$38.00 MH
02/14/12	\$14.00 MH
12/09/11	\$5.00 MH
02/28/12	\$91.25 MH
	\$426.07
12/09/11	\$1.00 PC
12/14/11	\$83.00 PC
02/06/12	\$79.00 PC
01/25/12	\$38.80 PC
01/27/12	\$59.00 PC
02/01/12	\$112.00 PC
01/19/12	\$29.90 PC
01/20/12	\$186.00 PC
12/30/11	\$37.60 PC
02/20/12	\$78.00 PC
12/02/11	\$31.60 PC
02/10/12	\$83.00 PC
12/16/11	\$195.00 PC
12/13/11	\$13.37 PC
02/23/12	\$24.00 PC
12/13/11	\$16.00 PC
01/19/12	\$79.00 PC
01/25/12	\$123.00 PC
12/05/11	\$15.00 PC
12/16/11	\$25.00 PC
12/02/11	\$5.00 PC
12/06/11	\$98.00 PC
01/19/12	\$22.70 PC
12/02/11	\$65.50 PC
01/04/12	\$49.20 PC
02/01/12	\$52.40 PC
01/09/12	\$50.00 PC
12/13/11	\$11.30 PC
01/24/12	\$27.45 PC
02/06/12	\$25.00 PC
12/05/11	\$34.80 PC
01/18/12	\$59.80 PC

02/28/12	\$59.00 PC
12/30/11	\$16.00 PC
02/09/12	\$48.00 PC
12/31/11	\$147.25 PC
02/01/12	\$79.00 PC
02/10/12	\$10.00 PC
01/17/12	\$120.00 PC
12/05/11	\$34.80 PC
01/06/12	\$1.60 PC
01/23/12	\$60.10 PC
02/02/12	\$16.00 PC
12/12/11	\$79.00 PC
01/20/12	\$39.60 PC
01/19/12	\$133.00 PC
01/31/12	\$79.00 PC
12/06/11	\$79.00 PC
02/20/12	\$5.00 PC
02/22/12	\$33.20 PC
02/08/12	\$9.00 PC
01/10/12	\$16.00 PC
01/10/12	\$48.75 PC
01/19/12	\$34.80 PC
01/31/12	\$50.00 PC
01/18/12	\$167.00 PC
01/27/12	\$40.00 PC
02/20/12	\$31.60 PC
02/14/12	\$5.70 PC
01/13/12	\$33.20 PC
12/15/11	\$97.00 PC
02/03/12	\$92.00 PC
12/08/11	\$33.20 PC
02/10/12	\$59.00 PC
12/19/11	\$31.60 PC
12/14/11	\$27.60 PC
01/04/12	\$133.82 PC
02/23/12	\$19.90 PC
02/23/12	\$31.60 PC
01/18/12	\$31.60 PC
02/22/12	\$19.40 PC
02/21/12	\$67.00 PC
02/01/12	\$57.00 PC
12/01/11	\$11.00 PC
02/15/12	\$79.00 PC
01/11/12	\$5.00 PC
12/07/11	\$163.90 PC
12/15/11	\$79.00 PC
01/24/12	\$179.00 PC
01/09/12	\$79.00 PC
02/21/12	\$79.00 PC
01/09/12	\$16.00 PC
02/07/12	\$25.00 PC
02/20/12	\$97.00 PC
02/22/12	\$79.00 PC
02/24/12	\$38.00 PC
02/03/12	\$56.40 PC

12/06/11	\$25.00	PC
02/14/12	\$22.00	PC
02/13/12	\$20.00	PC
12/28/11	\$19.25	PC
01/12/12	\$5.00	PC
02/16/12	\$88.68	PC
02/16/12	\$79.00	PC
12/13/11	\$133.00	PC
01/25/12	\$11.00	PC
02/13/12	\$75.00	PC
01/30/12	\$165.00	PC
01/06/12	\$22.80	PC
02/08/12	\$38.80	PC
12/14/11	\$39.60	PC
12/12/11	\$110.76	PC
01/03/12	\$184.25	PC
12/01/11	\$15.00	PC
01/12/12	\$20.00	PC
02/22/12	\$5.00	PC
12/14/11	\$12.40	PC
01/06/12	\$72.80	PC
01/27/12	\$22.80	PC
02/27/12	\$57.00	PC
01/24/12	\$99.49	PC
02/07/12	\$50.00	PC
02/10/12	\$30.08	PC
12/21/11	\$14.00	PC
01/17/12	\$49.20	PC
12/21/11	\$15.70	PC
01/13/12	\$25.00	PC
12/09/11	\$57.00	PC
12/02/11	\$31.60	PC
12/01/11	\$210.10	PC
12/12/11	\$37.20	PC
12/09/11	\$0.85	PC
02/17/12	\$31.60	PC
12/16/11	\$30.00	PC
12/06/11	\$1.85	PC
01/06/12	\$79.00	PC
01/09/12	\$31.60	PC
12/28/11	\$19.84	PC
02/13/12	\$79.00	PC
02/03/12	\$63.20	PC
01/10/12	\$25.00	PC
01/31/12	\$8.06	PC
01/05/12	\$94.97	PC
01/23/12	\$16.00	PC
01/06/12	\$71.20	PC
02/24/12	\$6.43	PC
12/20/11	\$146.40	PC
01/20/12	\$63.20	PC
12/14/11	\$59.00	PC
02/17/12	\$133.00	PC
01/23/12	\$138.25	PC
02/10/12	\$79.00	PC

01/05/12	\$79.00	PC
01/09/12	\$111.25	PC
12/16/11	\$44.00	PC
01/24/12	\$79.00	PC
12/09/11	\$75.70	PC
02/08/12	\$75.41	PC
02/24/12	\$57.00	PC
02/15/12	\$54.00	PC
01/20/12	\$4.80	PC
01/24/12	\$50.00	PC
01/31/12	\$9.60	PC
02/20/12	\$41.20	PC
01/06/12	\$58.80	PC
12/15/11	\$121.00	PC
01/19/12	\$18.00	PC
01/06/12	\$65.20	PC
02/24/12	\$31.60	PC
02/13/12	\$231.25	PC
02/27/12	\$11.00	PC
12/02/11	\$3.35	PC
01/12/12	\$3.00	PC
02/06/12	\$59.00	PC
02/16/12	\$31.60	PC
12/12/11	\$79.00	PC
02/20/12	\$43.00	PC
12/20/11	\$31.60	PC
12/19/11	\$79.00	PC
02/28/12	\$155.90	PC
12/20/11	\$50.00	PC
02/21/12	\$5.00	PC
01/13/12	\$46.60	PC
02/14/12	\$61.20	PC
12/30/11	\$79.00	PC
12/05/11	\$68.00	PC
02/07/12	\$16.00	PC
02/24/12	\$57.00	PC
01/06/12	\$49.80	PC
01/18/12	\$10.00	PC
12/07/11	\$16.00	PC
02/20/12	\$26.16	PC
12/23/11	\$133.00	PC
01/17/12	\$31.60	PC
01/09/12	\$44.70	PC
12/06/11	\$5.00	PC
12/12/11	\$39.00	PC
02/08/12	\$1.20	PC
12/02/11	\$79.00	PC
02/07/12	\$25.90	PC
02/22/12	\$57.00	PC
02/15/12	\$79.00	PC
01/05/12	\$31.60	PC
02/23/12	\$22.80	PC
02/10/12	\$31.60	PC
01/09/12	\$173.65	PC
12/14/11	\$83.45	PC

FY 2023 Special Section 5333 (b), Warranty

Special Section 5333(b) Warranty
For Application to the Nonurbanized Area Formula Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP)

A. General Application

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project.

Duplin County

(legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and

12/09/11	\$12.00	PC
12/20/11	\$31.60	PC
01/23/12	\$52.10	PC
12/12/11	\$127.00	PC
02/21/12	\$16.00	PC
02/13/12	\$38.98	PC
02/17/12	\$22.80	PC
12/05/11	\$52.40	PC
01/20/12	\$52.40	PC
01/23/12	\$47.00	PC
12/08/11	\$31.60	PC
01/09/12	\$79.00	PC
12/01/11	\$55.84	PC
12/06/11	\$79.00	PC
01/06/12	\$79.00	PC
02/07/12	\$17.18	PC
01/18/12	\$69.90	PC
12/07/11	\$8.01	PC
01/10/12	\$25.00	PC
	\$11,937.33	
	\$14,678.95	

character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued, provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached, 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b), or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its

predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c)

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b)

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b)

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the

employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such month, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement, or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer, notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment the employee shall be entitled to the protections of this arrangement to the extent they are applicable

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is

physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance, provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of

residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a

joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee; and one (1) by the Recipient; and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the

date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71)

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15)

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise, provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class.
- (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees.
- (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds, provided, however, that this arrangement shall not merge into the contract

of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly- or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular

FY 2023 Sp Section 5333 (b) Warranty

Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Dexter Edwards, Chairperson
(Must be a State Representative)

do hereby certify that

Duplin County
(Name of Local Government)

has agreed to the terms and conditions of this Warranty, will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation, and will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.


Signature of Authorized Official

3.7.2022
Date

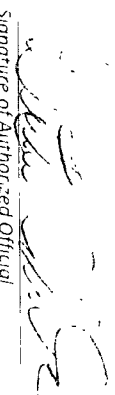
(Required of all Applicants that plan to procure inaccessible vehicles or have them in their fleet)
CERTIFICATION OF EQUIVALENT SERVICE

Duplin County (Legal Name of Applicant) certifies that its demand responsive service offered to individuals with disabilities
individuals with disabilities
(as defined in 49 CFR 37.31), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to

- 1) Response time,
- 2) Fares,
- 3) Geographic service area,
- 4) Hours and days of service,
- 5) Restrictions or priorities based on trip purpose;
- 6) Availability of information and reservation capability, and
- 7) Constraints on capacity or service availability

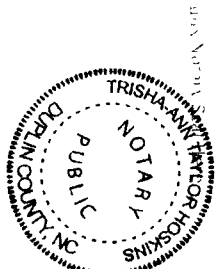
In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. This certification is valid for no longer than one year from its date of filing.

The NCDOT Public Transportation Division requires all participants to certify equivalent service when requesting to purchase non ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities. Verification must include the attached form entitled Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service


Signature of Authorized Official

Seal Subscribed and sworn to me
(date) 3.7.2022

Notary Public
TRISHA-ANN TAYLOR HOOKINS
224 SEMINOLE STREET, KENNESAW, NC 28849
Printed Name and Address



My commission expires
(date) January 25, 2026

Measuring and Monitoring Equivalency for a
General Public Demand Responsive Transportation Service

Criteria/Requirement	Data and Analysis to Ensure Equivalency
Service Area	Duplin County Other counties as requested/approved, New Hanover, Pender, Onslow, Pitt, Lenoir, Sampson, Cumberland, Wayne, Johnston, Wake, Durham, Orange, Harnette
Response Time	Same for everyone
Fares	In-County \$3.00 elderly/disabled \$5.00 general public Out-of-County varies depending on county traveled to, same for everyone
Days and Hours	Monday through Friday 5:00am-5:00pm Same for everyone
Trip Purposes	Medical, employment, general public rides, shopping, education, nutrition sites, outreach Same for everyone
Capacity Constraints	Same for everyone
Trip Denials	Same for everyone
Trip Cancellations	Same for everyone
Waiting Lists	Same for everyone
Missed Trips	Same for everyone
On-Time Performance	Same for everyone
Travel Time	1.5 hours maximum for in-county, same for everyone

Comparison of ADA Regulatory Requirements for General Public Demand Responsive Services versus ADA Complementary Paratransit Services

Criteria/Requirement	General Public Demand Responsive Transportation Services (Equivalency)	ADA Complementary Paratransit Services (Comparable to Fixed Route)
Type of Service (DFD v CTC)	Whatever policy you set. Same for everyone	Origin-to-destination
Service Area	Same as everyone else	¼ of a mile of all non-commuter fixed routes
Response Time	Same as everyone else	Next-day service
Fares	Same for all	2 times base fixed route fare
Days and Hours	Same for all	All the fixed route hours
Trip Purpose	Can set policy, same for all	All trip purposes, no priorities
Capacity Constraints	Same for all	No capacity constraints
Information and Communication Access	Provide accessible information and communications	Provide accessible information and communications

(Required of all Applicants)
CERTIFICATION AND RESTRICTIONS ON LOBBYING

Certifications and Assurances

Fiscal Year 2022

Dexter Edwards
Name of Authorized Official

on behalf of

Duplin County Board of County Commissioners

Legal Name of Applicant

Hereby certifies that

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

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State 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 sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

I, Trisha Ann Taylor, certify that I am the truthfulness and accuracy of the contents of the foregoing submitted for certification and understand that the provisions of 31 U.S.C. Section 3801 et seq., are applicable hereto.

Signature of Authorized Official

Official Seal Here

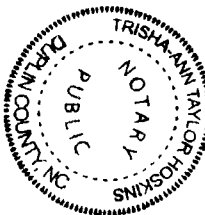
Seal Subscribed and sworn to me
(date)

3.7.2022

Trisha Ann Taylor Hoskins
Notary Public

TRISHA-ANN TAYLOR, HOSKINS

224 SEMINARY STREET, KENNESAW, NC, 28849
Printed Name and Address



My commission expires
(date)

JANUARY 25, 2026

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TAVs.)

Name of Applicant: Duplin County

The Applicant certifies to the applicable provisions of all categories (check here):

(or,

The Applicant certifies to the applicable provisions of the categories it has selected

Category	Certification
01 Certifications and Assurances Required of Every Applicant	☒
02 Public Transportation Agency Safety Plans	☒
03 LAX Liability and Felony Convictions	☒
04 Lobbying	☒
05 Private Sector Protections	☒
06 Transit Asset Management Plan	☒
07 Rolling Stock Buy America Reviews and Bus Testing	☒
08 Urbanized Area Formula Grants Program	☒
09 Formula Grants for Rural Areas	☒
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	☒
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	☒

Certifications and Assurances Fiscal Year 2022

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	☒
13	State of Good Repair Grants	☒
14	Infrastructure Finance Programs	☒
15	Alcohol and Controlled Substances Testing	☒
16	Rail Safety Training and Oversight	☐
17	Demand Responsive Service	☒
18	Interest and Financing Costs	☒
19	Cybersecurity Certification for Rail Rolling Stock and Operations	☒
20	Freight Transit Programs	☐
21	Emergency Relief Program	☐

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant Dustin Brown

By signing this document, I declare under penalty of perjury that the foregoing Certifications and Assurances and any other statements made by me on behalf of the Applicant are true and accurate. I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago. I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago. I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago.

I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago.

I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago.

Certifications and Assurances Fiscal Year 2022

In signing this document, I declare under penalty of perjury that the foregoing Certifications and Assurances and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Dustin Brown Date 3/7/2022

Name Dustin B. Edwards Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY
DuPage County

For Name of Applicant: I hereby affirm to the Applicant that the foregoing Certifications and Assurances are true and accurate. I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago. I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago.

I further affirm that to the best of my knowledge, there is no litigation or pending or imminent litigation that might adversely affect the validity of these Certifications and Assurances or of the performance of the Applicant.

Signature [Signature] Date 3/7/22

Name J. Timothy Wilson Attorney for Applicant

I understand that the foregoing Certifications and Assurances are subject to the terms and conditions of the applicable laws, rules, regulations, and policies of the Federal Government, State of Illinois, and the Metropolitan Water Reclamation District of Greater Chicago.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in *italics* is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal on the System for Award Management (SFAW.gov) and on the Office of Management and Budget's standard form 424B, "Assurances—Non-Construction Programs." This certification has been modified in places to include analogous certifications required by 15 USC 1601 statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application;
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency;
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21.
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25.
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27.
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse;
 - (7) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (11) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (13) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (44 U.S.C. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

Certifications and Assurances

Fiscal Year 2022

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514.
 - (2) Notification of violating facilities pursuant to E.O. 11738.
 - (3) Protection of wetlands pursuant to EO 11990.
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988.
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.).
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205)
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.)
- (n) Will comply with P.L. 93-548 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 71 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

Certifications and Assurances

Fiscal Year 2022

- animals held for research, teaching, or other activities supported by this award of assistance
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect.
 - (2) Procuring a commercial sex act during the period of time that the award is in effect, or
 - (3) Using forced labor in the performance of the award or subawards under the award

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the (Office of Management and Budget standard form 424b) Issuances—(Construction Programs) and applies specifically to Federally assisted projects not construction. This certification has been modified in places to include analogous certifications required by (U.S. DOT) statutes or regulations

As the duly authorized representative of the applicant, you certify that the applicant

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State

Certifications and Assurances

Fiscal Year 2022

1.3. Procurement

The Uniform Administrative Requirements, 2 (CFR's 200.324 allow a recipient to self-certify that its procurement system complies with Federal requirements in lieu of submitting to certain pre-procurement reviews

The applicant certifies that its procurement system complies with:

- (a) 1. S. DOI regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 (CFR Part 1201, which incorporates by reference 1. S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 (CFR Part 200, particularly 2 (CFR §§ 200.317-200.326 "Procurement Standards.
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220-1 and other applicable Federal guidance

1.4. Suspension and Debarment

The statute Executive Order 12549, as implemented at 2 (CFR Parts 180 and 1200 prior to entering into a covered transaction with an applicant FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 (CFR's 180.300. Additionally, each applicant must disclose any information required by 2 (CFR's 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible (or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes, including those prohibiting price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice, or commission of any other offense indicating a lack of business integrity or business honesty.

Certifications and Assurances

Fiscal Year 2022

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification.
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible funds made available under title IV of division VI of the Consolidated Appropriations Act, 2021 (Public Law 116-260), and in title VII of division B of the CARES Act (Public Law 116-136, 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation), or
- (a) The applicant certifies that the applicant has not furloughed any employees

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation), or
- (b) The applicant certifies that the applicant has not furloughed any employees

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Enhanced Rural Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR, § 673.11(b). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to an applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan, and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5)

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association regardless of for-profit not for-profit or tax exempt status, it must make this certification. Federal appropriations acts since at least 2014 have prohibited TTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., (consolidated appropriations 4-1-2024 Pub L 116-260 at: F title 117 § 5-745 1-5 D01 Order) 42006 defines a "corporation" as "any private corporation; partnership; trust; joint-stock company; sole proprietorship; or other business association," and applies the restriction to all tiers of subawards. As prescribed by 1-5 D01 Order) 42006, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, Partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000 on a loan line of credit loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. 1 to that part.

This certification does not apply to an applicant that is an Indian tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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-L1, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all 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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-L1, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector:

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement: 49 CFR § 604.4

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services: 49 CFR § 605.15

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 1641(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 1641(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a):

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY-AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy-America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 603.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 603 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 603.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307) or any other program or award that is subject to the requirements of 49 U.S.C. § 5307 including the formula awards for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), flex funds from infrastructure programs administered by the Federal Highway Administration (see 49 U.S.C. § 5334(a)), projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (Title 1, 23 U.S.C. §§ 601, 609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(a)), formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5329(a) and (b)), or low or no emission awards to an area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5329(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(4).

The applicant certifies that it

- (a) It has or will have the legal, financial, and technical capacity to carry out the program of projects developed pursuant to 49 U.S.C. § 5307(b), including safety and security aspects of the program.
- (b) It has or will have satisfactory continuing control over the use of equipment and facilities.
- (c) It will maintain equipment and facilities in accordance with the applicant's transit asset management plan.
- (d) It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any:
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II of XXIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.).
- (e) It is carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements).
- (f) It is complying with 49 U.S.C. § 5307(b) (program of projects requirements).

- (g) It has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) It will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) It has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either —
 - (1) It will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336, or
 - (2) It has decided that the expenditure for security projects is not necessary.
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual reevaluation project carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302, and
- (l) It will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan)

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(A). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(b)(2). Paragraph (c) of this certification, which applies to funds appropriated for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations, and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources, and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that:
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers, and
 - (2) It has determined that otherwise eligible local transit needs are being addressed

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309) including an award made pursuant to the Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, ch. 4 title III § 3005(b), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, ch. 4 title III § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 not rephrased text formula

(grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in an rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 not Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate, by reference, the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants) or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(a).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (e)(1) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 not Rephrased Text Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate, by reference, the certification in Category 8 except that FTA has determined that (b) (1), (1), and (b) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be entered

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan.
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services, and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring new fixed rail rolling stock is required by 49 U.S.C. § 5323(a)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that: the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and privatization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(a)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program (23 U.S.C. § 601-609), or the State Infrastructure Bank's (SIB) Program (23 U.S.C. § 610), it must make the certifications in Category 5 for the Urbanized Area Formula Grants Program. Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(a).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system or is a State Safety Oversight Agency or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency, for the State, are

- (a) "compliant with the requirements of 49 CFR Part 672," "Public Transportation Safety Certification Training Program"; and
- (b) "Compliant with the requirements of 49 CFR Part 674," "Safe Safety Oversight."

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service, and will apply for an award to purchase or operate a vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.111.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

Certifications and Assurances

Fiscal Year 2022

- (b) Fares,
- (c) Geographic area of service;
- (d) Hours and days of service.
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay the interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Federal Urban Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307 including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the funds from infrastructure programs administered by the Federal Highway Administration (see 49 U.S.C. § 5334(a)) or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(a) a new subsection added by the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92, § 7013 (Dec. 20 2019)). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(a)(2).

Certifications and Assurances

Fiscal Year 2022

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FIST Act (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants must certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification to meet Tribal Transit Program certification requirements. If an applicant will apply for an program in addition to the Tribal Transit Program, additional certifications must be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award;
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award;
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources;
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with FTA’s DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014;
 - (2) It will have a procurement system that complies with FTA’s DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014; or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those FTA’s DOT regulations;
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement)
 - (2) Category 06.1 (Transit Asset Management Plan).

Certifications and Assurances

Fiscal Year 2022

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing).
- (4) Category 09 (Formula Grants for Rural Areas).
- (5) Category 15 (Alcohol and Controlled Substances Testing) and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

In applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. s. 5332-4 must make the following certification. The certification is required by 49 U.S.C. s. 5332-4(h) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

03/02/2022 12:45
chelsey.lanier

Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF



1
bgamdent

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	09	2 03/08/2022			BJA 030722C	1	2			
1	5155	4012			WIC-NUTRITION EDUCATION	SALARIES				
	10-50-5100-5155-000-40121						92,003.00	-13,000.00	79,003.00	
							03/08/2022			
2	5155	4018			WIC-NUTRITION EDUCATION	SOCIAL SECURITY				
	10-50-5100-5155-000-40181						9,398.00	-994.00	8,404.00	
							03/08/2022			
3	5155	40182			WIC-NUTRITION EDUCATION	RETIREMENT				
	10-50-5100-5155-000-40182						14,791.00	-1,565.00	13,226.00	
							03/08/2022			
4	5155	40183			WIC-NUTRITION EDUCATION	HOSPITAL INSURANCE				
	10-50-5100-5155-000-40183						30,729.00	-4,441.00	26,288.00	
							03/08/2022			
5	5156	40121			WIC-BREASTFEEDING PROMOTION	SALARIES				
	10-50-5100-5156-000-40121						8,646.00	3,500.00	12,146.00	
							03/08/2022			
6	5156	40181			WIC-BREASTFEEDING PROMOTION	SOCIAL SECURITY				
	10-50-5100-5156-000-40181						800.00	268.00	1,068.00	
							03/08/2022			
7	5156	40182			WIC-BREASTFEEDING PROMOTION	RETIREMENT				
	10-50-5100-5156-000-40182						917.00	421.00	1,338.00	
							03/08/2022			
8	5157	40121			WIC-GENERAL ADMINISTRATION	SALARIES				
	10-50-5100-5157-000-40121						5,702.00	3,500.00	9,202.00	
							03/08/2022			
9	5157	40181			WIC-GENERAL ADMINISTRATION	SOCIAL SECURITY				
	10-50-5100-5157-000-40181						143.00	268.00	711.00	
							03/08/2022			
10	5157	40182			WIC-GENERAL ADMINISTRATION	RETIREMENT				
	10-50-5100-5157-000-40182						660.00	421.00	1,081.00	
							03/08/2022			
11	5157	40183			WIC-GENERAL ADMINISTRATION	HOSPITAL INSURANCE				
	10-50-5100-5157-000-40183						978.00	811.00	1,789.00	
							03/08/2022			
12	5165	40121			WIC-CLIENT SERVICES	SALARIES				
	10-50-5100-5165-000-40121						116,061.00	6,900.00	122,961.00	
							03/08/2022			
13	5165	40181			WIC-CLIENT SERVICES	SOCIAL SECURITY				
	10-50-5100-5165-000-40181						9,666.00	528.00	10,194.00	
							03/08/2022			
14	5165	40182			WIC-CLIENT SERVICES	RETIREMENT				
	10-50-5100-5165-000-40182						15,212.00	830.00	16,042.00	
							03/08/2022			
15	5165	40183			WIC-CLIENT SERVICES	HOSPITAL INSURANCE				
	10-50-5100-5165-000-40183						39,508.00	1,742.00	41,250.00	
							03/08/2022			

munis
your erp solution

P 2
bgament

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND				
2022 09	2 03/08/2022			BUA 030722C	1	1				
16 5165	40183			WIC-CLIENT SERV.Cls	HOSPITAL INSURANCE		39,508.00	811.00	40,319.00	
	10-50-5100-5165-000-40183						03/08/2022			
				** JOURNAL TOTAL					0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND				
2022 09	3 03/08/2022			BUA 030722C	1	2				
1 4130	40121			Finance	SALARIES		320,393.00	-3,000.00	317,393.00	
	10-41-4100-4130-000-40121						03/08/2022			
2 4130	40183			Finance	HOSPITAL INSURANCE		78,017.00	-10,000.00	68,017.00	
	10-41-4100-4130-000-40183						03/08/2022			
3 4260	43510			Public Buildings	REPAIRS BUILDING AND GROUNDS		128,892.00	10,000.00	141,892.00	
	10-41-4100-4260-000-43510						03/08/2022			
				** JOURNAL TOTAL					0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND				
2022 09	5 03/08/2022			BUA 030722C	1	2				
1 4320	41966			JAIL	INMATE HOUSING COUNTY		158,879.00	-31,806.00	127,073.00	
	10-43-4310-4320-000-41966						03/08/2022			
2 4320	43540			JAIL	SOFTWARE MAINTENANCE		3,168.00	1,000.00	4,168.00	
	10-43-4310-4320-000-43540						03/08/2022			
3 4320	44500			JAIL	INSURANCE AND BONDS		12,500.00	17,132.00	29,632.00	
	10-43-4310-4320-000-44500						03/08/2022			
4 4312	40183			Mental Health Transport	HOSPITAL INSURANCE		5,000.00	1,000.00	6,000.00	
	10-43-4310-4312-000-40183						03/08/2022			
5 4312	40184			Mental Health Transport	Life Insurance		.00	10.00	10.00	
	10-43-4310-4312-000-40184						03/08/2022			
6 4310	43540			Sheriff	SOFTWARE MAINTENANCE		7,000.00	1,000.00	8,000.00	
	10-43-4310-0000-000-43540						03/08/2022			
7 4310	42120			Sheriff	UNIFORMS		35,000.00	11,664.00	46,664.00	
	10-43-4310-0000-000-42120						03/08/2022			
				** JOURNAL TOTAL					0.00	

munis
your erp solution

| P 3
| bgament

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022 09	17 03/08/2022			BUA 030722C	1 2					
1 4530	38390	Airport		MISCELLANEOUS			-1,300.00	-337.50	-1,637.50	
65-70-4530-0000-000-38390							03/08/2022			
2 4530	44910	Airport		DUES AND SUBSCRIPTIONS			2,700.00	337.50	3,037.50	
65-70-4530-0000-000-44910							03/08/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022 09	31 03/08/2022			BUA 030722C	1 2					
1 4310	40121	Sheriff		SALARIES			2,581,231.00	-15,966.00	2,565,265.00	
10-43-4310-0000-000-40121							03/08/2022			
2 4310	45100	Sheriff		CAPITAL OUTLAY			297,762.00	15,966.00	313,728.00	
10-43-4310-0000-000-45100							03/08/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022 09	32 03/08/2022			BUA 030722C	1 2					
1 4530	34548	Airport		SALES: FUEL & OIL			-448,332.00	-205,000.00	-653,332.00	
65-70-4530-0000-000-34548							03/08/2022			
2 4530	42723	Airport		PURCHASES FUEL & OIL			346,377.00	205,000.00	546,377.00	
65-70-4530-0000-000-42723							03/08/2022			
3 4530	42730	Airport		SALES TAX			31,383.00	5,000.00	36,383.00	
65-70-4530-0000-000-42730							03/08/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022 09	33 03/08/2022			BUA 030722C	1 2					
1 4310	39965	Sheriff		FUND BAL-FED SEIZED JUSTICE			-43,686.86	-4,732.00	-48,418.86	
10-43-4310-0000-000-39965							03/08/2022			
2 4326	45100	FED SEIZED IRS		CAPITAL OUTLAY			30,616.00	4,732.00	35,348.00	
10-43-4310-4326-000-45100							03/08/2022			
** JOURNAL TOTAL								0.00		

1 P 4
1 abundant

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T	OB	DEBIT	CREDIT
2022	9	2											
BUA	5155-40121	03/08/2022	030722C					SALARIES		5			13,000.00
BUA	5155-40181	03/08/2022	030722C					SOCIAL SECURITY		5		994.00	
BUA	5155-40182	03/08/2022	030722C					RETIREMENT		5		1,565.00	
BUA	5155-40183	03/08/2022	030722C					HOSPITAL INSURANCE		5		4,441.00	
BUA	5156-40121	03/08/2022	030722C					SALARIES		5	3,500.00		
BUA	5156-40181	03/08/2022	030722C					SOCIAL SECURITY		5	268.00		
BUA	5156-40182	03/08/2022	030722C					RETIREMENT		5	421.00		
BUA	5157-40121	03/08/2022	030722C					SALARIES		5	3,500.00		
BUA	5157-40181	03/08/2022	030722C					SOCIAL SECURITY		5	268.00		
BUA	5157-40182	03/08/2022	030722C					RETIREMENT		5	421.00		
BUA	5157-40183	03/08/2022	030722C					HOSPITAL INSURANCE		5	811.00		
BUA	5165-40121	03/08/2022	030722C					SALARIES		5	6,900.00		
BUA	5165-40181	03/08/2022	030722C					SOCIAL SECURITY		5	528.00		
BUA	5165-40182	03/08/2022	030722C					RETIREMENT		5	830.00		
BUA	5165-40183	03/08/2022	030722C					HOSPITAL INSURANCE		5	1,742.00		
BUA	5165-40183	03/08/2022	030722C					HOSPITAL INSURANCE		5	811.00		
								JOURNAL 2022/09/2	TOTAL			.00	.00
2022	9	3											
BUA	4130-40121	03/08/2022	030722C					SALARIES		5		3,000.00	
BUA	4130-40183	03/08/2022	030722C					HOSPITAL INSURANCE		5		10,000.00	
BUA	4263-43510	03/08/2022	030722C					REPAIRS BUILDING AND GROUNDS		5	13,000.00		
								JOURNAL 2022/09/3	TOTAL			.00	.00

| P 5
| brandent

[illegible]

000744



03/02/2022 12:45 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF

| P 6
| bgamdent

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
RUA 4310-39965						FUND BAL-FED SEIZED JUSTICE	5		4,732.00
	03/08/2022	030722C							
BVA 4326-45100						CAPITAL OUTLAY	5	4,732.00	
	03/08/2022	030722C							
JOURNAL: 2022/09/33							TOTAL	.00	.00



03/02/2022 12:45 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF

| P 7
| bgamdent

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

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



DUBLIN COUNTY ADDRESSING DEPARTMENT
205 SEMINARY ST / PO BOX 950
KANSASVILLE NC 28345
DUBLIN COUNTY

ROAD NAME PETITION FOR UNNAMED ROAD

1. APPLICANT INFORMATION:
Name: CLYDE MURRAY
Address: 910 PINEVIEW DR
City/State/Zip: KANSASVILLE NC 28345
Telephone: Work: 888-319-5791 Home: 842-933-4840

2. MAIL DETERMINATION TO (if different than applicant information):
Name: _____
Address: _____

City/State/Zip: LIMESTONE
DUBLIN

3. ROAD LOCATION: Township: Beulaville Range: Old
Description: From intersection of perry rd to south of perry rd to left

4. PARCEL TAX ID: 07-2998 Boundary between 07-2991-1-1 and 07-2991-1-2

5. PROPOSED ROAD NAME: Howley Bee Ln
BACKUP NAME 1: Howley Bee Ln
BACKUP NAME 2: Howley Bee Ln
(NAME SHOULD BE LESS THAN 13 LETTERS)

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

Land Owner Signature	Parcel
<u>Kella Allan Perry</u>	<u>07-2992-1-1</u>
<u>James Perry</u>	<u>07-2991-1-1</u>
<u>Thomas W. Perry</u>	<u>07-2991-1-2</u>
<u>Clyde Murray</u>	<u>07-2996-1-1</u>

CONTRACT AMENDMENT NO. 2

Contract Amendment No. 2 to the Task Order No. 2020-1 for additional Construction Phase Services from contract time extensions, unsuitable subgrade found in front of the Storage Hangar, the additional contract time (235 days) from Change Orders 2-5, Testing, and RPR services for the Industrial Airport Construction-Hangar Complex Project, at Duplin County Airport, as referenced in the Master Agreement for Continuing Professional Services between Duplin County and AVCON, Inc., dated June 2019.

Project: Industrial Airport Construction-Hangar Complex - Additional Construction Phase Services.

Scope of Services: The project generally consists of two (2) hangars. Both structures will consist of approximately 11,660 sf hangar with one of the structures containing approximately 2,900 sf of office space within the hangar. The structures have been designed to meet minimum design standards established by the Duplin County Airport. In addition to the two hangars an access road and parking lot, extension of existing utilities to the site, and an 67,200 square foot apron with associated taxiway will support the hangar complex as part of this Project.

The original task order includes the construction phase services for the construction of the Industrial Airport Construction-Hangar Complex at the Duplin County Airport, Kennansville, North Carolina, which includes construction, administration, full-time, on-site daily inspection of construction, (RPR), and quality assurance material testing during construction. This contract amendment consists of time and expenses related to contract time extensions from Change Orders 2-5, the unsuitable subgrade found in front of the Storage Hangar, the additional contract time (235 days), testing, and RPR services.

Schedule: The project start date was May 18, 2020 with a contract time of 295 calendar days. The stop workorder was issued June 30, 2020. The contractor is expected to return to the site September 8, 2020. Change Order 1 added 70 days to the contract. Change Order 2 added 70 days, Change Order 3 added 85 days, Change Order 4 added 50 days and Change Order 5 added 30days to the contract. New contract completion date is January 7, 2022.

Contract Amendment: Due to unexpected unsuitable subgrade material found and contract extensions, additional construction administration services during the change orders, and new construction schedule, the overall construction coordination/administration/quality assurance testing/RPR for the project

increased. The additional project related costs include additional site visits, coordination with the contractor, testing lab, Duplin County Airport, and project/construction meetings.

Fees: This Contract Amendment No. 2 for the Industrial Airport Construction-Hangar Complex - Additional Construction Phase Services as described and presented above includes budget revisions and additional construction administration services. The total cost of this Contract Amendment 2 based on the tasks presented in the table below.

Executed this 7th day of March, 2022

CLIENT:
DUPLIN COUNTY

CONSULTANT:
AVCON ENGINEERS & PLANNERS,
INC. d/b/a AVCON, INC.

BY:

BY: *Sandeep Singh*

ITS:

ITS:

Duplin Co. Board of Comm. Chairman
ATTEST: *Paula Haskins*

Sandeep Singh, President
ATTEST:

DATE: 3.7.2022

DATE:

Professional Fee Summary
ADDITIONAL CONSTRUCTION PHASE SERVICES
CONTRACT AMENDMENT 2

For
INDUSTRIAL AIRPARK CONSTRUCTION-HANGER COMPLEX
AT
DUPLIN COUNTY AIRPORT
DUPLIN COUNTY, NORTH CAROLINA

DATE: February 23, 2022

Fees Method

000747

SUMMARY OF CONTRACT AMENDMENTS
FOR TASK ORDER 2020-1

FIRM	TASKS AND ADDITIONAL EFFORTS	ORIGINAL TASK ORDER 2020-1	CONTRACT AMENDMENT #1	CONTRACT AMENDMENT #2	NCDOT Code
AVCON	CA for Site Prep	\$20,210.00			A104
AVCON	CA for Hanger Construction	\$119,055.00			A104
AVCON	MIEP Support Services for Hanger Construction	\$27,388.00			A104
McMillan Pezdan Smith	Architectural Support Services for Hanger Construction	\$61,590.00		(\$26,144.95)	A104
MMSA	Structural Engineering Support Services for Hanger Construction	\$10,521.00			A104
S&ME	Part-Time On-Site Inspection for Hanger Construction	\$115,000.00			A105
Terracon	Quality Assurance Testing	\$32,400.00			A105
AVCON	Additional CA for Hanger Construction Shutdown		\$6,941.00		A104
AVCON	Additional CA for Hanger Construction			\$75,501.00	A104
S&ME	Additional Part-Time On-Site Inspection for Hanger Construction			\$30,302.00	A105
Terracon	Additional Quality Assurance Testing			\$4,989.00	A105
Subtotal		\$386,164.00	\$6,941.00	\$84,647.05	
Total Task Order				\$477,752.05	

AVCON #2020.0283.01
ITEM DESCRIPTION

A104 Additional Construction Administration (C.A.) for Hanger Construction: Through December 31, 2021	
AVCON, Inc.	\$59,648.72
C.A. Direct Labor Costs	\$548.80
C.A. Direct Expenses	
AVCON Subtotal	\$60,197.52
USE	\$60,198.00
	LS

A104 Additional Construction Administration (C.A.) for Hanger Construction: From January 1 through End of Project	
AVCON, Inc.	\$14,729.30
C.A. Direct Labor Costs	\$573.30
C.A. Direct Expenses	
AVCON Subtotal	\$15,302.60
USE	\$15,303.00
	LS

A105 Part-Time, On-Site Inspection and RPR for Hanger Construction (AVCON)	
Inspection & RPR Direct Labor Costs	\$27,608.65
RPR Direct Expenses Costs	\$2,485.16
Inspection & RPR Subtotal	\$30,093.81
USE	\$30,092.00
	NTE

A105 Special Subcontractor Services Terracon, Inc.	\$4,989.36
Additional CA Material Testing and Special Inspections During Hanger Construction (subcontractor)	\$4,989.36
Terracon Subtotal	\$4,989.36
Special Consulting Services Subtotal	\$4,989.36
USE	\$4,989.00
	NTE

Total Additional Construction Phase Services for Site Preparation and Hanger Construction	\$116,782.06
	LS

ASCO

CPB DIRECT EXPENSES		Unit	(rounding up)	UNIT COST	Trigs	EXTENDED TOTAL
TRIPS/TRAVEL (Washington to DPL)		Miles	140	\$0.560	7	\$548.80
TRIPS/TRAVEL (Charlottesville to DPL)		Miles	0	\$0.560	0	\$0.00
PER DIEM (avg. per person meals before and/or after normal work day)		Each			0	\$0.00
PRINTING REPRODUCTIONS (estimated)		L.S.				\$0.00
POSTAGE/FEDEX (estimated cost)		L.S.	0	\$0.70		\$0.00
SUBTOTAL DIRECT EXPENSES						\$548.80

CPB DIRECT EXPENSES	Unit	avg	UNIT COST	TYPE	PERIOD
TRIP/TRAVEL (Washington to DPL)	Miles	140	\$0.585	7	\$473.30
TRIP/TRAVEL (Charlotte to DPL)	Miles	0	\$0.560	0	\$0.00
PER DIEM (avg. per person meals before and/or after normal work day)	Each			0	\$0.00
FRIGHTING/REPRODUCTION (estimated)	LS				\$0.00
POSTAGE/REPRODUCTION (estimated)	LS	0	\$0.00		\$0.00
					\$573.30
				SUBTOTAL DIRECT EXPENSES	

000740

Tieracon

Contract Change Request

[illegible]

TO: Marty Wynn, PE PHONE: 910-685-7113
 COMPANY: Aycon EMAIL: mwynd@ayconinc.com
 FROM: Norma Salter PHONE: 919-230-4817
 NUMBER OF PAGES (including cover sheet): 4 DATE: 02/22/22

SUBJECT: Contract Change Request No. 1
Duplin County Hanger - QA Testing
Kearnsville, NC
Terracon Project Number 70201011

As requested by your onsite representative, David Thomas with S&ME, Terracon has provided site visits for site development observations, proofrolling observations, field density, testing and concrete testing and observations

Our original estimated cost included 3 site visits for QA Earthwork Testing for the Apron; however, due to unstable soils, additional site visits will be required for remediation work. Our services have been provided from May 2020 through October 2021. To date we have made 26 requested site visits. Site visits are broken down below:

Report No.	Date	Service
70201011.0001	05/29/20	Soil Sample Pick-Up
70201011.0001A	06/03/20	Laboratory Compaction Characteristics Of Soil
70201011.0002	09/28/20	Soil Sample Pick-Up
70201011.0002A	09/28/20	Subgrade Observation
70201011.0003	10/02/20	Plasticity Index Of Soils
70201011.0003A	10/02/20	Gradation
70201011.0004	10/02/20	Plasticity Index Of Soils
70201011.0004A	10/02/20	Gradation
70201011.0005	12/02/20	Foundation Observations
70201011.0006	12/04/20	Concrete Compressive Strength Test
70201011.0007	12/05/20	Concrete Sample Pick-Up
70201011.0008	12/10/20	Concrete Compressive Strength Test
70201011.0009	12/11/20	Concrete Sample Pick-Up
70201011.0010	01/20/21	Concrete Compressive Strength Test
70201011.0011	01/21/21	Concrete Sample Pick-Up
70201011.0012	02/26/21	Reinforcing Steel Observations

Terracon Consultants, Inc
2401 Brentwood Road, Suite 107 • Raleigh NC 27616
919-873-2211 • Fax 919-873-9555

70201011.0012A	02/26/21	Concrete Compressive Strength Test
70201011.0013	02/27/21	Concrete Sample Pick-Up
70201011.0014	03/11/21	Reinforcing Steel Observations
70201011.0014A	03/11/21	Concrete Compressive Strength Test
70201011.0015	03/12/21	Concrete Sample Pick-Up
70201011.0016	03/23/21	Reinforcing Steel Observations
70201011.0016A	03/23/21	Concrete Compressive Strength Test
70201011.0017	03/24/21	Concrete Sample Pick-Up
70201011.0018	03/30/21	Reinforcing Steel Observations
70201011.0018A	03/30/21	Concrete Compressive Strength Test
70201011.0019	03/31/21	Concrete Sample Pick-Up
70201011.0020	04/13/21	Reinforcing Steel Observations
70201011.0020A	04/13/21	Concrete Compressive Strength Test
70201011.0021	04/14/21	Concrete Sample Pick-Up
70201011.0022	05/06/21	Reinforcing Steel Observations
70201011.0022A	05/06/21	Concrete Compressive Strength Test
70201011.0023	05/07/21	Concrete Sample Pick-Up
70201011.0024	09/23/21	Proofrolling Observation
70201011.0025	09/29/21	Proofrolling Observation
70201011.0026	10/04/21	Laboratory Compaction Characteristics Of Soil

This change covers the estimated additional cost incurred by Terracon for additional site visits as requested by your onsite representative:

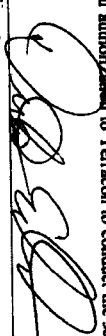
Base Contract.....	\$32,381.58
Change 001 Additional Site Visits.....	\$4,989.36
New Contract Amount	\$37,370.94

Our services were provided as an addition to our scope of services and in accordance with our previous terms and conditions outlined in the Agreement between Terracon and Aycon. Please sign below and return a copy of this letter to signify formal authorization to Terracon to conduct the scope of services presented herein.

WORK AUTHORIZED BY:

Signature

Date


DEXTER B. EDWARDS, Chairman of Board
Print Name and Title

PREPARED BY: David M. Edwards

TERRACON CONSULTANTS, INC.

DATE:

4/24/22

Terracon Consultants, Inc.
2401 Brentwood Road, Suite 107 • Raleigh, NC 27616
919-873-2211 • Fax: 919-873-9555

Terracon
SPECIAL INSPECTIONS / MATERIALS TESTING SERVICES
UNIT RATE FEE SCHEDULE
RALEIGH, N.C.

PERSONNEL/FIELD SERVICES

1	Field Technician, per hour	\$50.00
2	Special Inspector (footings & concrete), per hour	\$50.00
3	Special Inspector (masonry & tie-rodding), per hour	\$75.00
4	NCDOT Roadway Asphalt Inspector, per hour	\$75.00
5	Structural Steel Technician, per hour	\$85.00
6	Skidmore Machine, per day	\$500.00
7	Certified Welding (CWI) Special Inspector, per hour	\$125.00
8	Ultrasonic Testing (ASNT level 2), per hour	\$150.00
9	Ultrasonic Testing, equipment per day	\$115.00
10	Permeant Testing Consumables (PT), per day	\$200.00
11	Magnetic Particle Consumables (MT), per day	\$125.00
12	Ultrasonic Testing Consumables (UT) (Couplant), per day	\$100.00
13	Coring Crew, per hour (includes equipment)	\$175.00
14	Nuclear Density Gauge, per day	\$35.00
15	Floor Flatness Inspector, (On site only), per hour	\$78.00
16	Floor Flatness and Levelness testing, equipment per day	\$250.00
17	Field Engineer, per hour	\$175.00
18	Project Manager, per hour	\$145.00
19	Senior Project Manager, per hour	\$165.00
20	GPR testing, Inspector equipment per day	\$2,000.00
21	Senior Engineer/Principal, per hour	\$175.00
22	Clerical, per hour	\$50.00
23	Direct Expenses, 115%	\$165.00
24	Per Diem, per day	\$165.00
25	Mileage, per mile	\$0.595

LABORATORY SERVICES

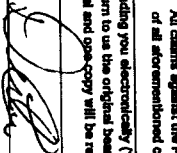
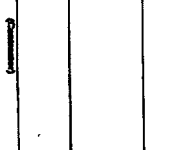
1	Percent Finest (Wash 200 sieve), each	\$75.00
2	Sieve Analysis, each	\$100.00
3	Particle Size Analysis (With Hydrometer), each	\$150.00
4	Natural Moisture Content Test, each	\$10.00
5	AASHTO Liquid Limit, each	\$85.00
6	Standard Proctor Compaction Test, each	\$175.00
7	Standard Proctor Compaction Test (with Rock Correction), each	\$185.00
8	Modified Proctor Compaction Test, each	\$185.00
9	Modified Proctor Compaction Test (with Rock Correction), each	\$200.00
10	CBR Testing, per point	\$200.00
11	Freeport density testing, per sample	\$35.00
12	Concrete Compressive Strength Testing of 4 x 8 or 6 x 12 inch Cylinders, each	\$18.00
13	Concrete Compressive Strength Testing of Concrete made 4 x 8 or 6 x 12 inch Cylinders, see	\$18.00
14	Concrete Flexural Strength Testing of 6 x 6 x 18 inch Beams, each	\$62.00
15	Concrete Compressive Strength Testing of Cores, each	\$55.00
16	Masonry Mortar Compressive Strength Testing of 2" x 2" Cubes, each	\$15.00
17	Masonry Mortar Compressive Strength Testing of Grid Prisms, each	\$350.00
18	Masonry Block Absorption and Compressive Strength, per set of 6,	\$150.00
19	Masonry Block Prism Compressive Strength, each	\$50.00
20	Asphalt Core Specific Gravity (thickness and density) Testing, each	\$250.00
21	Asphalt Maximum Theoretical Specific Gravity (Rice) Testing, each	\$250.00
22	Asphalt Content (Burn) and Aggregate Gradation, each	\$250.00

* A minimum of 2 hours will be charged for all field technical time. All time subject to general increase hourly rate by 1.5 for services provided on Saturday, in excess of 8 hours per day include Saturday holiday payover 7:00A.M. or after 4:00 P.M. increase hourly rate by 1.5 for services provided on Sunday or holidays with a minimum charge of 2 hours. Overtime rates will be effective throughout the duration of the project.
**Per 1000 specimens, per day/field includes an 8 car lot. (NAT) is consumable, per day cost is limited to 1000. Ultrasonic Couplant (UL), per day cost is limited to 5 gallon. 3 1/2 hour customer. Additional quantities over these itemized values will require a separate quote.

Sub-task 4a - Earthwork/Subgrade Observations/Testing				
Field Technician (grading/subgrade)	7	8	\$50.00	hour
Nuclear Density Gauge	7	X	\$35.00	day
Project Manager (reports and review)	4	X	\$145.00	hour
Principal Engineer (reports and review)	2	X	\$175.00	hour
Mileage	7	156	\$0.580	mile
Subtotal:			\$4,608.36	

Sub-task 4b - Asphalt Paving Testing			
Field Technician (stone base testing)	1	6	\$50.00
			hour
Mileage	1	140	\$0.580
			mile
Subtotal:			\$381.00

Task 4 - Apron Construction Total:	\$4,989.36
TOTAL ESTIMATED COST (Base Bid):	\$4,989.36

PROJECT: INDUSTRIAL AIRPARK CONSTRUCTION-HANGAR COMPLEX-DUPLIN COUNTY AIRPORT (OPN)			
CHANGE ORDER #		(Change Order No.)	
(Name of Sponsor) DUPLIN COUNTY	(Sponsor's Address) 200 AIRPORT ROAD KENNESVILLE, NC 28546	(Project Number) NCOT Project No. 2024.20.14.1	(Project Name) (Project No.)
(Name of Airport) DUPLIN COUNTY AIRPORT (OPN)	(Location of Airport) KENNESVILLE, NC 28546	North Carolina (FPA Class Agreement No.)	
(Name of Contractor) River Landing Builders, LLC	(Address of Contractor) PO Box 1130 WILKES, NC 28665	(Order Accepted)	(Final Date Ordered)
(Description of Work Included in Contract)			
- 745 BUILT QUANTITIES - ADDED DIRT OF GRADING - INSTALLED FIVE DRAINERS IN THE HANG SYSTEM - ADDED LANDSCAPING FOR EROSION CONCERNS - TIED GEBERATION TO HANGAR DOORS AND FANS - ADDED BATHROOM AMENITIES, PAPER TOWELS, AND TP HOLDERS - ADDED ROOMWAY SIGNPOSTS FOR ACCESS ROAD TO AIRRON			
(Reason for Change Order) Added the asphalt back into the project. Current "as built" quantities. Additional items required for finishing out hangars and project.			
Contract completion date of Friday, January 7, 2022			
SUBJECT TO CONDITIONS SET FORTH BELOW, AN ADJUSTABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:			
(Contract Price) Not Changed Increased by Decreased by	Dollars \$500,250.25 Dollars	(Contract Time) Not Changed Increased by Decreased by	Days 0 Days
THE FOREGOING IS IN ACCORDANCE WITH YOUR CONTRACT DATED _____ AS LISTED BELOW:			
A. The aforementioned change, and work affected thereby, is subject to all contract stipulations and covenants. B. The rights of the Public are not prejudicial; and C. All claims against the Public Agency which are incidental to or as a consequence of all aforementioned change are satisfied.			
We are sending you electronically (1) original of this Change Order for your acceptance. Please return to us the original bearing your client signature. The original and copy will be returned to you after approval by the Funding Agencies.			
ACCEPTED (Duplin County)  (Public Agency)	ACCEPTED (River Landing Builders, LLC)  (Contractor)	By _____ (Date) 2/22/22	
Duplin Co. Commissioners - Chairman NCOT - Division of Aviation Approval			

CONTRACTOR:
PREFL LAMING BUILDERS, LLC
PO BOX 1128
WALLACE, NORTH CAROLINA 28686

DEVELOPER:
DELAWARE COUNTY AIRPORT AUTHORITY
INDUSTRIAL AIRPORT CONSTRUCTION-HANSON CENTER
CHAMBERS CROSSING 6
February 14, 2012

OWNER:
DELAWARE COUNTY
300 AIRPORT ROAD
RENNELAND, NORTH CAROLINA 28682

PRODUCED BY
AUDION, INC.,
HEARTY WITTEL, P.E.

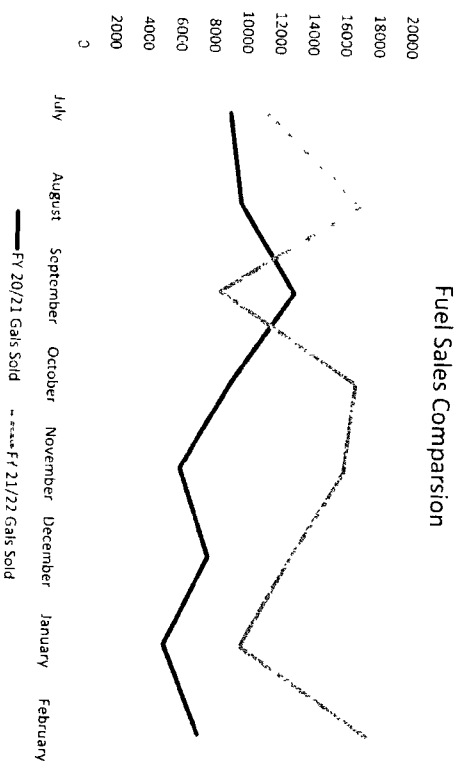
[illegible]

ROSTKAL, APFRA CONSTRUCTION MATERIAL COMPANY
CHARGE ORDER #
February 14, 2022
DATE
TYPE OF CURRENCY
FIN ACCOUNT NUMBER
INVESTMENT NORTH CINCINNATI 32000

CONTRACTOR:
ROSTKAL APFRA CONSTRUCTION, LLC
PO BOX 1100
INVESTMENT NORTH CINCINNATI 32000

ARMON PROTECT INC., 800A GOWAN ST.

ADDITIONAL ALTERNATE - HANNAH CORP EX			CIVILIANITY UNDER CONTRACT			CHANGING CHARGE		
NO.	SPRS NO.	DESCRIPTION	QUANTITY	REMARKS	UNIT	UNIT PRICE	TOTAL AMOUNT	PERCENTAGE 10%
1	1-001	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
2	1-002	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
3	1-003	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
4	1-004	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
5	1-005	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
6	1-006	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
7	1-007	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
8	1-008	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
9	1-009	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
10	1-010	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
11	1-011	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
12	1-012	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
13	1-013	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
14	1-014	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
15	1-015	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
16	1-016	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
17	1-017	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
18	1-018	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
19	1-019	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
20	1-020	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
21	1-021	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
22	1-022	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
23	1-023	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
24	1-024	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
25	1-025	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
26	1-026	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
27	1-027	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
28	1-028	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
29	1-029	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
30	1-030	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
31	1-031	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
32	1-032	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
33	1-033	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
34	1-034	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
35	1-035	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
36	1-036	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
37	1-037	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
38	1-038	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
39	1-039	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
40	1-040	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
41	1-041	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
42	1-042	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
43	1-043	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
44	1-044	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
45	1-045	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
46	1-046	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
47	1-047	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
48	1-048	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
49	1-049	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
50	1-050	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
51	1-051	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
52	1-052	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
53	1-053	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
54	1-054	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
55	1-055	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
56	1-056	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
57	1-057	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
58	1-058	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
59	1-059	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
60	1-060	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
61	1-061	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
62	1-062	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
63	1-063	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
64	1-064	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
65	1-065	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
66	1-066	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
67	1-067	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
68	1-068	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
69	1-069	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
70	1-070	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
71	1-071	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
72	1-072	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
73	1-073	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
74	1-074	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
75	1-075	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
76	1-076	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
77	1-077	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
78	1-078	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
79	1-079	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
80	1-080	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
81	1-081	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
82	1-082	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
83	1-083	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
84	1-084	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
85	1-085	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
86	1-086	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
87	1-087	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
88	1-088	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
89	1-089	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
90	1-090	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
91	1-091	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
92	1-092	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
93	1-093	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
94	1-094	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
95	1-095	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
96	1-096	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
97	1-097	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
98	1-098	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
99	1-099	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000
100	1-100	SAFETY AND SECURITY	1	1	1A	10.000	10.000	1.000



County of Duplin
Office of the County Commissioners



RESOLUTION TO APPROVE PRESENTATION OF BADGE AND SERVICE WEAPON TO RETIRING SHERIFF'S OFFICE EMPLOYEES

**STATE OF NORTH CAROLINA
COUNTY OF DUPLIN**

WHEREAS, The board is requested to authorize the Sheriff of Duplin County to present retired Captain Michael Stevens and retiring Captain Christopher Smith their Duplin County Sheriff's Office badge and service weapon pursuant to state law and past county practices in recognition of their retirement from the Duplin County Sheriff's Office and County of Duplin;

WHEREAS, Retired Captain Michael Stevens spent over thirty years of his law enforcement career with the Duplin County Sheriff's Office and Retiring Captain Christopher Smith spent thirty years of his law enforcement career with the Duplin County Sheriff's Office. Captain Stevens and Captain Smith have served enforcing our laws, arresting criminals who have violated the law and worked to provide peace and safety for all of the citizens of Duplin County;

WHEREAS, All North Carolina retirement rules have been complied with and the effective dates of retirement for Captain Stevens is April 1, 2021 and for Captain Smith is March 1, 2022;

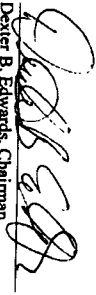
WHEREAS, North Carolina General Statute §20-187.2 provides for the presentation of an officers badge upon their retirement and also provides for the governing body, in its discretion, to present the retiring officer with their service weapon after they receive a handgun permit. Pistol permits have been obtained by these officers to allow the legal transfer of their firearm;

WHEREAS, It has been the practice of past Duplin County Boards of Commissioners to present retiring deputies with their badge and service weapon;

WHEREAS, In keeping with the North Carolina General Statutes and past Duplin County government practices, it is recommended that Captain Stevens and Captain Smith be presented with their badge and Glock Model 26 service weapon (serial numbers AEA Y348 AND AEA Y349).

NOW, THEREFORE, BE IT RESOLVED By the Duplin County Board of Commissioners that the Sheriff of Duplin County is authorized to present retired officer Captain Michael Stevens and retiring officer Captain Christopher Smith their Duplin County Sheriff's Office badge and service weapon pursuant to state law and past county practices in recognition of their retirement from the Duplin County Sheriff's Office and County of Duplin.

Adopted this 7th day of March, 2022.


Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:


Davis H. Brinson
Clerk to the Board of Commissioners

Division of Public Health
Agreement Addendum
FY 21-22

Duplin County Health Department	Women's and Children's Health Section/ Nutrition Services Branch
Local Health Department Legal Name	DPH Section / Branch Name
403 WIC	Meena Ahuja, (919) 707-5793 Meena.ahuja@dhhs.nc.gov
Activity Number and Description	DPH Program Contact (name, phone number, and email)

06/01/2021 – 05/31/2022	DPH Program Signature	Date
Service Period	(only required for a negotiable agreement addendum)	
07/01/2021 – 06/30/2022		
Payment Period		

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

I. Background:
No change.

II. Purpose:
This Agreement Addendum Revision #1 provides additional funds to the Local Health Department (LHD) as its average monthly participation has risen above 107% of the base caseload assignment for SFY22, as defined in the original Agreement Addendum's Attachment A.

This Agreement Addendum Revision #1 also increases the per participant rate as of January 1, 2022. These funding increases, applicable from January through May 2022, will enhance the LHD's ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. Scope of Work and Deliverables:
As of January 1, 2022, this Agreement Addendum Revision #1 replaces Paragraph B in its entirety with the following:

B. The Local Health Department shall maintain active participation in the WIC Program, which is at least 97% of the base caseload. From June 1 through December 31, 2021, the base caseload for the Local Health Department's local WIC agency is provided in Attachment A (in the original Agreement Addendum). From January 1 through May 31, 2022, the updated base caseload for the Local Health Department's local WIC agency is provided in Attachment A-1 (in this Agreement Addendum Revision #1).

Health Director Signature	(use blue ink)	Date
Local Health Department to complete		
(if follow-up information is needed by DPH)		
LHD program contact name:		
Phone number with area code:		
Email address:		

IV. **Performance Measures/Reporting Requirements:**

As of January 1, 2022, this Agreement Addendum Revision #1 replaces Paragraph A's Subparagraph 1 in its entirety with the following:

- I. Maintain active participation in the WIC Program, which is at least 97% of the base caseload. The base caseload for the Local Health Department's local WIC agency is provided in:
 - a. Attachment A (in the original Agreement Addendum) for the period June 1 through December 31, 2021.
 - b. Attachment A-1 (in the Agreement Addendum Revision #1) for the period January 1 through May 31, 2022.

V. **Performance Monitoring and Quality Assurance:**

No change.

VI. **Funding Guidelines or Restrictions:**

As of January 1, 2022, this Agreement Addendum Revision #1 replaces Paragraph B in its entirety with the following:

- B. Before the start of the Agreement Addendum's Service Period, the Local Health Department must sign and return Attachment B ("WIC Budget page") with the signed original Agreement Addendum. The Attachment B allocates funds among the four WIC activities (Client Services, Breastfeeding Promotion, Nutrition Education, and General Admin). This Attachment B will remain in effect for the duration of the Agreement Addendum.

If the Local Health Department chooses to distribute the Revision's additional funds among the four WIC activities, adhering to threshold requirements, it may do so by completing the budgetary realignment request utilizing the WIC budget revision form and submitting it to the Nutrition Services Branch's State Office.

For the period of June 1 through December 31, 2021 the participation rate of \$16.50 per participant per month was in effect. For the period of January 1 through May 31, 2022 the participation rate of \$16.60 per participant per month has been established.

As of January 1, 2022, this Agreement Addendum Revision #1 adds Paragraph G, as follows:

- G Additional funds delineated by the code "GC" have been placed in the "Client Services" category of the WIC budget.

Agency Name	SFY 22	SFY22	Agency Name	SFY 22	SFY22
	Base	97% of Base		Base	97% of Base
Alamance	4,127	4,003	Johnston	4,431	4,298
Albemarle Regional	3,726	3,614	Jones	215	209
Alexander	728	706	Lee	1,698	1,647
Anson	760	737	Lenoir	2,184	2,118
Appalachian District	1,571	1,524	Lincoln	1,595	1,547
Beaufort	1,468	1,424	Macon	966	937
Bladen	1,051	1,019	Madison	454	440
Brunswick	2,751	2,668	Mecklenburg	22,019	21,358
Buncombe	4,559	4,422	Montgomery	938	910
Burke	2,418	2,346	Moore	1,719	1,666
Cabarrus	3,552	3,445	M-T-W District	1,300	1,261
Caldwell	1,876	1,820	Nash	2,785	2,701
Carteret	1,346	1,306	New Hanover	3,644	3,535
Caswell	507	492	Northampton	492	477
Catawba	3,608	3,500	Onslow	6,435	6,242
Cherokee	681	661	Pamlico	294	285
Clay	260	252	Pender	1,384	1,342
Cleveland	3,708	3,597	Person	944	916
Columbus	1,737	1,685	Pitt	4,902	4,755
Craven	2,643	2,564	Polk	265	257
Cumberland	11,886	11,529	Randolph	3,381	3,280
Dare	585	567	Richmond	2,161	2,096
Davidson	3,717	3,605	Robeson	4,105	3,982
Davie	846	821	Rockingham	2,237	2,170
Duplin	2,247	2,180	Rowan	2,636	2,556
Edgemcombe	1,689	1,638	Sampson	2,050	1,989
Foothills	2,927	2,839	Scotland	1,550	1,504
Forsyth	9,126	8,852	Stanly	1,789	1,735
Franklin	1,240	1,203	Stokes	878	852
Gaston	4,461	4,327	Surry	1,674	1,624
Graham	321	311	Swain	307	298
Granville-Vance	3,108	3,015	Toe River District	1,200	1,164
Greene	734	712	Transylvania	620	601
Guilford	14,127	13,703	Union	3,265	3,167
Halifax	1,695	1,644	Wake	18,012	17,472
Harnett	3,279	3,181	Warren	524	508
Haywood	1,345	1,305	Wayne	4,508	4,373
Henderson	1,839	1,784	Wilkes	1,687	1,636
Hoke	1,791	1,737	Wilson	2,570	2,493
Hyde	97	94	Yadkin	1,044	1,013
Iredell	3,285	3,186			
Jackson	801	777			
Total		229,083	222,211		

Activity 403	AA	13A2 5403 GB	Total Allocated	13A2 5403 GC	Total Allocated	13A2 5404 GB	Total Allocated	13A2 5404 GC	Total Allocated	13A2 5405 GB	Total Allocated	13A2 5405 GC	Total Allocated	13A2 5409 GB	Total Allocated	13A2 5409 GC	Total Allocated	Proposed Total	New Total	
Service Period		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31				
Payment Period		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30				
01 Alamance	*	1	0	\$128,088.00	19,059	\$256,196.00	0	\$56,533.00	0	\$165,105.00	0	\$24,087.00	0	\$48,134.00	0	\$51,067.00	0	\$48,135.00	19,059	795,417
01 Albemarle	*	2	0	\$202,211.00	1,863	\$322,899.00	0	\$50,864.00	0	\$105,368.00	0	\$23,186.00	0	\$43,373.00	0	\$10,896.00	0	\$26,391.00	1,863	789,972
02 Alexander	*	1	0	\$23,167.00	364	\$46,333.00	0	\$11,895.00	0	\$23,399.00	0	\$4,804.00	0	\$9,608.00	0	\$8,382.00	0	\$16,765.00	364	144,509
04 Anson	*	1	0	\$38,700.00	380	\$71,400.00	0	\$10,270.00	0	\$20,536.00	0	\$2,468.00	0	\$4,936.00	0	\$1,722.00	0	\$3,448.00	380	150,860
02 Appalachian	*	1	0	\$51,120.00	2,106	\$102,239.00	0	\$31,003.00	0	\$62,006.00	0	\$8,154.00	0	\$16,308.00	0	\$12,333.00	0	\$24,707.00	2,106	309,998
07 Beaufort	*	1	0	\$54,868.00	7,334	\$109,829.00	0	\$26,566.00	0	\$53,133.00	0	\$5,496.00	0	\$10,993.00	0	\$4,590.00	0	\$9,161.00	7,334	282,158
09 Bladen	*	1	0	\$43,803.00	4,981	\$87,603.00	0	\$13,333.00	0	\$26,667.00	0	\$6,333.00	0	\$12,667.00	0	\$2,333.00	0	\$4,667.00	4,981	202,387
10 Brunswick	*	1	0	\$109,546.00	29,426	\$218,892.00	0	\$37,580.00	0	\$75,160.00	0	\$3,000.00	0	\$6,000.00	0	\$8,000.00	0	\$16,000.00	29,426	506,804
11 Buncombe	*	1	0	\$184,800.00	34,372	\$369,600.00	0	\$58,044.00	0	\$110,088.00	0	\$25,541.00	0	\$51,081.00	0	\$8,644.00	0	\$18,291.00	34,372	860,032
12 Burke	*	1	0	\$108,719.00	19,194	\$217,438.00	0	\$29,040.00	0	\$58,080.00	0	\$2,889.00	0	\$5,137.00	0	\$4,872.00	0	\$9,744.00	19,194	454,794
13 Cabarrus	*	1	0	\$123,428.00	23,886	\$246,857.00	0	\$82,436.00	0	\$133,842.00	0	\$20,467.00	0	\$40,914.00	0	\$20,423.00	0	\$20,325.00	23,886	674,118
14 Caldwell	*	1	0	\$84,000.00	938	\$168,000.00	0	\$24,763.00	0	\$49,527.00	0	\$8,384.00	0	\$16,772.00	0	\$6,067.00	0	\$13,333.00	938	372,368
16 Carteret	*	1	0	\$56,114.00	10,328	\$112,228.00	0	\$26,067.00	0	\$53,333.00	0	\$1,500.00	0	\$3,000.00	0	\$2,833.00	0	\$6,867.00	10,328	253,668
17 Caswell	*	1	0	\$26,282.00	254	\$52,563.00	0	\$7,566.00	0	\$15,132.00	0	\$1,868.00	0	\$3,832.00	0	\$3,646.00	0	\$7,297.00	254	100,640
18 Catawba	*	1	0	\$141,482.00	1,804	\$282,922.00	0	\$46,000.00	0	\$130,000.00	0	\$13,333.00	0	\$26,667.00	0	\$18,333.00	0	\$36,667.00	1,804	716,188
19 Chatham	*	1	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
20 Cherokee	*	1	0	\$27,833.00	341	\$55,666.00	0	\$8,856.00	0	\$18,713.00	0	\$3,400.00	0	\$6,800.00	0	\$4,067.00	0	\$8,133.00	341	135,179
22 Clay	*	1	0	\$11,440.00	130	\$22,880.00	0	\$3,433.00	0	\$6,864.00	0	\$1,468.00	0	\$2,978.00	0	\$1,000.00	0	\$1,600.00	130	51,810
23 Cleveland	*	1	0	\$113,114.00	73,052	\$226,229.00	0	\$38,158.00	0	\$76,316.00	0	\$7,500.00	0	\$15,000.00	0	\$27,998.00	0	\$56,998.00	73,052	636,362
24 Columbus	*	1	0	\$36,321.00	18,441	\$72,643.00	0	\$24,164.00	0	\$48,327.00	0	\$3,017.00	0	\$6,034.00	0	\$14,062.00	0	\$28,164.00	18,441	320,193
25 Craven	*	1	0	\$71,868.00	1,322	\$143,836.00	0	\$78,302.00	0	\$156,606.00	0	\$17,300.00	0	\$34,600.00	0	\$6,867.00	0	\$13,733.00	1,322	524,638
26 Cumberland	*	1	0	\$511,143.00	5,943	\$1,022,286.00	0	\$100,000.00	0	\$320,000.00	0	\$63,333.00	0	\$126,667.00	0	\$50,000.00	0	\$100,000.00	5,943	2,359,371
28 Dare	*	1	0	\$26,443.00	293	\$52,887.00	0	\$8,333.00	0	\$16,667.00	0	\$2,167.00	0	\$4,333.00	0	\$1,867.00	0	\$3,333.00	293	116,123
29 Davidson	*	1	0	\$136,923.00	38,839	\$273,846.00	0	\$36,947.00	0	\$73,894.00	0	\$21,734.00	0	\$43,467.00	0	\$21,734.00	0	\$43,466.00	38,839	688,853
30 Davie	*	1	0	\$36,338.00	4,961	\$72,676.00	0	\$16,441.00	0	\$32,883.00	0	\$1,917.00	0	\$3,833.00	0	\$1,816.00	0	\$3,026.00	4,961	181,579
31 Duplin	*	1	0	\$88,832.00	17,706	\$177,667.00	0	\$28,344.00	0	\$56,687.00	0	\$1,853.00	0	\$3,766.00	0	\$4,067.00	0	\$8,013.00	17,706	422,814
32 Durham	*	1	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
33 Edgecombe	*	2	0	\$124,446.00	845	\$146,854.00	0	\$31,667.00	0	\$63,333.00	0	\$2,814.00	0	\$5,628.00	0	\$6,067.00	0	\$13,333.00	845	389,387
07 Foothills	*	1	0	\$118,834.00	8,229	\$237,668.00	0	\$46,833.00	0	\$102,667.00	0	\$10,059.00	0	\$20,118.00	0	\$6,844.00	0	\$17,088.00	8,229	571,539
34 Forsyth	*	1	0	\$346,800.00	72,048	\$693,600.00	0	\$123,333.00	0	\$246,667.00	0	\$53,000.00	0	\$106,000.00	0	\$31,886.00	0	\$63,968.00	72,048	1,717,032
35 Franklin	*	1	0	\$53,187.00	820	\$106,381.00	0	\$22,067.00	0	\$44,135.00	0	\$3,273.00	0	\$6,547.00	0	\$3,273.00	0	\$6,547.00	820	246,140
36 Gaston	*	1	0	\$184,538.00	27,476	\$369,076.00	0	\$60,333.00	0	\$120,667.00	0	\$21,536.00	0	\$43,071.00	0	\$27,423.00	0	\$54,846.00	27,476	850,168
38 Graham	*	1	0	\$12,918.00	161	\$25,836.00	0	\$4,067.00	0	\$8,333.00	0	\$1,800.00	0	\$3,600.00	0	\$1,800.00	0	\$3,600.00	161	63,719
03 Gran-Vance	*	1	0	\$117,414.00	28,697	\$236,828.00	0	\$46,800.00	0	\$90,000.00	0	\$10,833.00	0	\$26,667.00	0	\$6,867.00	0	\$13,333.00	28,697	578,839
40 Greene	*	1	0	\$29,431.00	2,182	\$58,862.00	0	\$9,587.00	0	\$19,133.00	0	\$4,887.00	0	\$9,174.00	0	\$3,407.00	0	\$6,813.00	2,182	143,158
41 Guilford	*	1	0	\$838,841.00	132,629	\$1,671,690.00	0	\$190,281.00	0	\$380,564.00	0	\$38,077.00	0	\$76,154.00	0	\$133,482.00	0	\$133,482.00	132,629	2,628,419
42 Halifax	*	1	0	\$59,436.00	4,478	\$118,872.00	0	\$26,787.00	0	\$57,578.00	0	\$7,884.00	0	\$15,367.00	0	\$14,067.00	0	\$28,114.00	4,478	331,378
43 Harnett	*	1	0	\$128,840.00	33,732	\$257,681.00	0	\$46,748.00	0	\$93,497.00	0	\$12,787.00	0	\$25,533.00	0	\$19,368.00	0	\$26,788.00	33,732	605,952
44 Haywood	*	1	0	\$89,863.00	8,263	\$179,827.00	0	\$28,000.00	0	\$56,000.00	0	\$4,700.00	0	\$9,400.00	0	\$2,336.00	0	\$4,680.00	8,263	256,357
45 Henderson	*	1	0	\$79,562.00	920	\$159,164.00	0	\$25,414.00	0	\$50,828.00	0	\$11,671.00	0	\$23,341.00	0	\$4,787.00	0	\$9,416.00	920	385,042
47 Hoke	*	1	0	\$82,540.00	896	\$165,078.00	0	\$26,333.00	0	\$52,667.00	0	\$3,333.00	0	\$6,667.00	0	\$6,000.00	0	\$12,000.00	896	355,514
48 Hyde	*	1	0	\$4,288.00	49	\$8,576.00	0	\$1,280.00	0	\$2,561.00	0	\$640.00	0	\$1,281.00	0	\$217.00	0	\$433.00	49	19,255
48 Iredell	*	1	0	\$129,806.00	1,643	\$259,606.00	0	\$61,816.00	0	\$123,626.00	0	\$33,333.00	0	\$66,667.00	0	\$31,867.00	0	\$63,533.00	1,643	652,073
50 Jackson	*	1	0	\$28,538.00	401	\$57,077.00	0	\$21,744.00	0	\$43,487.00	0	\$2,209.00	0	\$4,418.00	0	\$3,375.00	0	\$6,748.00	401	158,999
51 Johnston	*	1	0	\$198,474.00	49,736	\$396,948.00	0	\$59,888.00	0	\$101,772.00	0	\$6,667.00	0	\$13,333.00	0	\$13,333.00	0	\$26,666.00	49,736	813,026
52 Jones	*	1	0	\$9,838.00	108	\$19,676.00	0	\$2,838.00	0	\$5,678.00	0	\$1,419.00	0	\$2,838.00	0	\$406.00	0	\$811.00	108	42,878
53 Lee	*	1	0	\$89,832.00	849	\$179,664.00	0	\$33,173.00	0	\$66,346.00	0	\$6,012.00	0	\$16,024.00	0	\$12,024.00	0	\$24,101.00	849	337,053
54 Lenoir	*	1	0	\$89,311.00	15,612	\$178,624.00	0	\$27,000.00	0	\$54,000.00	0	\$13,253.00	0	\$26,506.00	0	\$5,612.00	0	\$11,612.00	15,612	413,198
55 Lincoln	*	1	0	\$45,268.00	798	\$90,532.00	0	\$44,213.00	0	\$88,427.00	0	\$10,527.00	0	\$21,054.00	0	\$8,264.00	0	\$16,527.00	798	316,600
56 Macon	*	1	0	\$42,985.00	483	\$85,931.00	0	\$12,751.00	0	\$25,503.00	0	\$6,376.00	0	\$12,751.00	0	\$1,864.00	0	\$3,327.00	483	191,751

https://atc.ncdhhs.gov/WICGridPrint.aspx

1/2

57 Madison	*	1	0	\$12,939.00	4,517	\$25,878.00	0	\$11,450.00	0	\$22,900.00	0	\$902.00	0	\$1,803.00	0	\$1,241.00	0	\$2,483.00	4,517	84,113
04 M-T-W	*	1	0	\$61,847.00	650	\$120,931.00	0	\$40,361.00	0	\$2,190.00	0	\$4,380.00	0	\$4,071.00	0	\$8,142.00	0	\$8,142.00	650	258,050
60 Mecklenburg	*	1	0	\$786,109.00	274,102	\$1,520,218.00	0	\$368,841.00	0	\$737,262.00	0	\$77,860.00	0	\$159,760.00	0	\$36,150.00	0	\$72,300.00	274,102	4,002,442
62 Montgomery	*	1	0	\$42,163.00	6,244	\$84,328.00	0	\$11,458.00	0	\$22,915.00	0	\$667.00	0	\$1,333.00	0	\$3,000.00	0	\$6,000.00	6,244	178,108
63 Moore	*	1	0	\$83,826.00	2,179	\$167,651.00	0	\$23,028.00	0	\$46,056.00	0	\$2,808.00	0	\$5,616.00	0	\$2,670.00	0	\$5,341.00	2,179	339,175
64 Nash	*	1	0	\$122,935.00	1,393	\$245,870.00	0	\$36,782.00	0	\$73,524.00	0	\$10,381.00	0	\$36,742.00	0	\$5,732.00	0	\$11,484.00	1,393	552,823
65 New Hanover	*	1	0	\$137,827.00	49,095	\$275,653.00	0	\$40,537.00	0	\$81,073.00	0	\$10,215.00	0	\$30,431.00	0	\$14,107.00	0	\$28,213.00	49,095	657,155
66 Northampton	*	1	0	\$15,851.00	246	\$31,702.00	0	\$12,768.00	0	\$25,537.00	0	\$3,056.00	0	\$6,111.00	0	\$787.00	0	\$1,594.00	246	97,662
67 Onalaw	*	1	0	\$314,424.00	3,218	\$628,847.00	0	\$84,942.00	0	\$169,884.00	0	\$13,000.00	0	\$26,000.00	0	\$12,344.00	0	\$24,689.00	3,218	1,277,348
68 Orange	*	1	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
69 Pamlico	*	1	0	\$13,024.00	147	\$26,047.00	0	\$3,881.00	0	\$7,761.00	0	\$1,940.00	0	\$3,881.00	0	\$598.00	0	\$1,118.00	147	58,359
71 Pender	*	1	0	\$52,677.00	692	\$105,355.00	0	\$26,667.00	0	\$53,333.00	0	\$10,667.00	0	\$6,667.00	0	\$13,333.00	0	\$27,724.00	692	274,724
73 Person	*	1	0	\$45,330.00	472	\$90,660.00	0	\$12,481.00	0	\$24,921.00	0	\$2,833.00	0	\$5,667.00	0	\$1,660.00	0	\$3,361.00	472	187,384
74 Pitt	*	1	0	\$108,265.00	34,544	\$216,529.00	0	\$143,898.00	0	\$287,397.00	0	\$28,439.00	0	\$56,879.00	0	\$17,456.00	0	\$34,912.00	34,544	928,118
75 Polk	*	1	0	\$18,749.00	2,278	\$21,497.00	0	\$3,155.00	0	\$6,309.00	0	\$1,577.00	0	\$3,155.00	0	\$294.00	0	\$597.00	2,278	49,600
76 Randolph	*	1	0	\$123,065.00	17,696	\$246,130.00	0	\$68,179.00	0	\$132,357.00	0	\$6,105.00	0	\$12,210.00	0	\$14,993.00	0	\$29,987.00	17,696	648,722
77 Richmond	*	2	0	\$98,572.00	24,181	\$187,262.00	0	\$33,333.00	0	\$66,667.00	0	\$500.00	0	\$6,667.00	0	\$13,333.00	0	\$24,181.00	24,181	409,545
78 Robeson	*	1	0	\$188,855.00	17,398	\$377,307.00	0	\$58,333.00	0	\$116,667.00	0	\$3,333.00	0	\$6,667.00	0	\$8,333.00	0	\$16,667.00	17,398	793,360
79 Rockingham	*	1	0	\$103,383.00	7,141	\$206,765.00	0	\$33,333.00	0	\$66,667.00	0	\$2,333.00	0	\$4,667.00	0	\$3,775.00	0	\$7,548.00	7,141	435,613
80 Rowan	*	1	0	\$114,806.00	10,723	\$229,613.00	0	\$38,289.00	0	\$76,537.00	0	\$4,992.00	0	\$9,983.00	0	\$8,319.00	0	\$16,638.00	10,723	509,881
82 Sampson	*	1	0	\$75,402.00	27,343	\$150,804.00	0	\$22,849.00	0	\$45,699.00	0	\$11,425.00	0	\$22,849.00	0	\$4,570.00	0	\$9,140.00	27,343	370,081
83 Scotland	*	1	0	\$74,013.00	775	\$148,024.00	0	\$21,483.00	0	\$42,966.00	0	\$2,379.00	0	\$4,759.00	0	\$4,425.00	0	\$8,851.00	775	307,675
84 Stanly	*	1	0	\$89,717.00	19,787	\$119,433.00	0	\$32,947.00	0	\$65,895.00	0	\$3,089.00	0	\$6,177.00	0	\$7,267.00	0	\$14,415.00	19,787	328,667
85 Stokes	*	1	0	\$33,333.00	6,544	\$66,667.00	0	\$14,231.00	0	\$28,461.00	0	\$2,900.00	0	\$5,800.00	0	\$3,000.00	0	\$6,000.00	6,544	165,736
86 Surry	*	1	0	\$68,768.00	837	\$137,536.00	0	\$22,097.00	0	\$44,193.00	0	\$6,286.00	0	\$18,572.00	0	\$11,333.00	0	\$22,667.00	837	332,289
87 Swain	*	2	0	\$261,923.00	154	\$27,443.00	0	\$4,052.00	0	\$8,105.00	0	\$2,026.00	0	\$4,053.00	0	\$923.00	0	\$154.00	154	309,140
D6 Toe River	*	1	0	\$34,831.00	600	\$69,662.00	0	\$34,162.00	0	\$68,325.00	0	\$7,920.00	0	\$15,840.00	0	\$2,187.00	0	\$4,373.00	600	238,200
88 Transylvania	*	1	0	\$22,397.00	5,755	\$44,795.00	0	\$8,167.00	0	\$16,333.00	0	\$3,333.00	0	\$6,667.00	0	\$2,667.00	0	\$5,333.00	5,755	115,447
90 Union	*	1	0	\$95,862.00	28,033	\$191,364.00	0	\$75,520.00	0	\$151,039.00	0	\$17,552.00	0	\$35,103.00	0	\$6,906.00	0	\$11,219.00	28,033	611,143
92 Wake	*	1	0	\$627,386.00	230,106	\$1,254,771.00	0	\$232,739.00	0	\$465,480.00	0	\$60,715.00	0	\$121,428.00	0	\$91,072.00	0	\$182,144.00	230,106	3,265,842
93 Warren	*	1	0	\$21,750.00	262	\$43,502.00	0	\$7,867.00	0	\$15,333.00	0	\$3,000.00	0	\$6,000.00	0	\$2,167.00	0	\$4,333.00	262	104,014
96 Wayne	*	1	0	\$142,554.00	34,429	\$285,110.00	0	\$95,037.00	0	\$190,073.00	0	\$27,179.00	0	\$54,357.00	0	\$7,018.00	0	\$14,036.00	34,429	849,793
97 Wilkes	*	1	0	\$73,273.00	844	\$146,545.00	0	\$22,268.00	0	\$44,537.00	0	\$11,134.00	0	\$22,268.00	0	\$4,567.00	0	\$9,333.00	844	334,870
98 Wilson	*	2	0	\$256,613.00	7,803	\$216,158.00	0	\$32,861.00	0	\$65,763.00	0	\$16,441.00	0	\$32,861.00	0	\$7,000.00	0	\$14,000.00	7,803	648,950
99 Yadkin	*	1	0	\$47,227.00	1,265	\$94,455.00	0	\$15,159.00	0	\$30,317.00	0	\$5,863.00	0	\$11,717.00	0	\$3,943.00	0	\$7,886.00	1,265	208,195
Totals				\$9,206,650	1,527,623	\$17,406,608		\$3,549,678		\$7,170,313		\$81,333		\$1,752,667		\$64,905		\$1,648,472	1,527,623	44,008,249

FY 2023 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Duplin County Health Department** (herein after referred to as “**LHD**”) (herein NCDCFW, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2022 to May 31, 2023 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 30A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) [formerly known as Pregnancy Care Management (OBCM)] and Care Management for At-Risk Children (CMARC) [formerly known as Care Coordination for Children (CC4C)]. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for FY21 – FY23.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
 - 1) Notify DPH and DCFW Directors in writing of LHD’s intention to discontinue the service at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC;
 - 2) Cooperate with DPH in identifying another local health department that can provide these care management services; and
 - 3) Provide a written plan to the DPH Director outlining the agreed-upon terms for the transition. Deviations from the above process will be handled on a case-by-case basis.
8. LHD shall notify the DPH and DCFW Directors if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - c. There is any other governance change.
 - d. LHD is not subject to the NC Human Resources Act.Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.
9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy (<https://archives.ncdcr.gov/government/local>) and in accordance with the retention of those records as described in Section IV, Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s 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 Consolidated Agreement or any Agreement Addenda 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.

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DPH and DCFW for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system, LHD-HSA.
5. LHD shall provide Network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vial Events (NCDAVE), and Electronic Birth Registration System (EBRS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and
 - e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report at <https://security.ncdhhs.gov/>. This may include but is not limited to Ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data

and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners, inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the comprehensive community health assessment as follows:
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.

7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.

8) Components of the CHIP may persist across CHA-CHIP cycles when:

- a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between community assessments as follows:

- 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
- 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
- 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.

2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhs.nc.gov.

3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).

4. Refer to guidance: <https://schs.dph.ncdhhs.gov/units/das/cha.htm>.

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.

2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.

3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.

4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:

- a. Board Relations;
- b. Management Teams and Staffing;
- c. Policy Development;

d. Program Planning and Implementation;

e. Quality and Performance Improvement; and

f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.

5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific, division, section chief, or branch head.

6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.

7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning; program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

2. For services of the State Laboratory of Public Health (SLPH), DPH shall:

- a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
- b. Ensure qualified personnel to process, analyze, and report test results;
- c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
- d. Submit invoices to LHD via electronic means;
- e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
- f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.

3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.

4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

- 1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) (formerly NC BETS) for Food and Lodging inspection and billing data;
 - c. Electronic surveys for gathering statewide data for external funders;
 - d. Aid-to-Counties System for reporting and claiming State funds and any federal funds which are allocated by DPH;
 - e. North Carolina Health Alert Network (HAN);
 - f. North Carolina Electronic Disease Surveillance System (NCEDSS);
 - g. North Carolina Immunization Registry (NCIR);
 - h. Electronic Birth Registration System (EBRS);
 - i. COVID-19 Community Team Outreach (CCTO) Tool;
 - j. COVID-19 Vaccine Management System (CVMS); and
 - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

- 2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).
- D. Fund Availability and Notification: DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.
 - 1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall accompany the Activity 874 Food and Lodging Agreement Addendum.
 - 2. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
 - 3. DCFW and DPH shall provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.

- 4. DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

- 1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
 - 2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV, Fiscal Control, Paragraph H, Local Appropriations Budget).
- B. Compliance
- 1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
 - 2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

- 3. LHD charges/billing: LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
 - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
 - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
 - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
- 4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
- a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;
 - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.
8. LHD shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less often than annually in order to maintain an active status. To update the registration, LHD must log in at the SAM home page, www.sam.gov, and follow the instructions found there.
- C. **Training Reimbursement**
- 1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for:
 - a. Public Health Registered Nurses participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed; and/or
 - b. LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.The Training Funds Reimbursement Request Form can be found at <https://publichealth.nc.gov/thd/under-the-General-Information:Training-Reimbursement-section>. (This form can also be downloaded at <https://publichealth.nc.gov/thd/docs/Funds-ReimbForm.xlsx>.)
 - 2. Subject to the availability of funds and approval by the Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the Environmental Health Section within the

- same fiscal year the training is completed. Reimbursement requires successful completion of the course and requests must be submitted by LHD within 60 days course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at <https://ehs.ncpublichealth.com/oei/index.htm>)
- a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
 - b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170
 - 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62
 - c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.
- D. **Purchases**
- 1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year, and (3) has a significant value.
 - a. For Inventory Purposes:
 - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the Nutrition Services Branch. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

- b. For Prior Approval Purposes:
 - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for W/C requirements.] For those purchased with Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
 - 2) For W/C, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
- c. For Accounting Purposes
 - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
- 2. Prior approval required for purchases other than equipment:
 - a. For PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
 - 1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission (<https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission>).
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. When subcontracting, LHD must meet the following requirements:
 - 1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 - 2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) "Suspension of Funding" list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website (<https://www.osbm.nc.gov/management/grants>).

- 3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow LHD to comply with these standards.
- 4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
- 5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
- 6. Upon request, LHD will make available to the DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from the DCFW and/or DPH to subcontract when any of the following conditions exist:
 - 1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 - 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
 - 3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all public health Funding Authorization documents to the DPH Budget Office.
- F. LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on its website at: <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>.
- G. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.
- H. **Local Appropriations Budget:**
 - 1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with

instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.

2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.
1. **Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:
 1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
 2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
 3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
 4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
 5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
 6. The amount of Title XIX fees budgeted and expended in FY 2022-2023 must equal or exceed the amount of Title XIX revenues earned during FY 2020-2021. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.
- J. **Aid-to-Counties Database and Expenditure Reports:** LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
1. Specific ATC instructions and training will be provided by LTATB to LHD.

2. LHD shall submit to the NCDHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the following calendar year, provides the submission dates for these expenditures. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
 4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
 5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Paragraph IV.J.4 above, LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - b. LHD shall review its prior reimbursement claims against payments monthly.
 - c. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one SFY to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the SFY) shall be paid from local funds.
- V. **PERSONNEL POLICIES**
- A. LHD shall adhere to and fully comply with State and county personnel policies as applicable.
 - B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to

N.C.G.S. § 130A-4. Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.

1. LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.
3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or Federal Securities Acts.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with

disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.

- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis: monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report, which is due as delineated per the Controller’s Office’s Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Section XI.A.1, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.

4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Section XI.A.1 through XI.A.3 have been followed and documented and have failed to correct the deficiency.

B. Monitoring "Uniform Guidance" or "Omni-Circular" 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the NCDHHS Policy and Procedure Manual entitled *Monitoring of Programs*, dated August 1, 2002, and its DPH Subrecipient Monitoring Plan, dated October 2016.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit: rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

In witness whereof, **LHD, Division of Child and Family Well-Being, and Division of Public Health** have executed this Consolidated Agreement.

Duplin County Health Department

**North Carolina Department of
Health and Human Services,
Division of Public Health**

Health or Human Services Director

Date _____

Division Director

Date _____

North Carolina Department of Health and Human Services, Division of Child and Family Well-Being

Finance Officer

Date _____

County Official
(when locally required)

Date _____

Division Director

Date _____

ATTACHMENT A
LHD Assurance of County Appropriations Maintenance (Nonsupplanting)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting

- (a) The Department shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.

- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting

The Department shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Duplin County Health Department

th or Human Services Director

Date _____

Finance Officer

Date _____

Official

Date _____

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT

This Business Associate Agreement (the "Agreement") is made effective June 1, 2022, by and between Duplin County Health Department ("Covered Entity") and the North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being (collectively, the "Business Associate"), (the Covered Entity and the Business Associate collectively, the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the "FY 2023 Consolidated Agreement" (the "Consolidated Agreement"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a "covered entity" for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
 - d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
 - e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
 - f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
 - g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
 - h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 4. PERMITTED USES AND DISCLOSURES**
- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
 - b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(XB).
 - d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
 - b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
 - c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health conditions that make return or destruction not feasible. Business Associate shall provide to Covered Entity notification of the disclosures of this Agreement to such Protected Health Information and limit further uses and destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
6. **GENERAL TERMS AND CONDITIONS**
- a. This Agreement amends and is part of the Consolidated Agreement.
 - b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
 - c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.
 - d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Duplin County Health Department

Health or Human Services Director	Date
North Carolina Department of Health and Human Services, Division of Public Health	North Carolina Department of Health and Human Services Division of Child and Family Well-Being
Division Director	Date
	Division Director
	Date

ATTACHMENT C
FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - ☐ He or she has completed the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make,** a payment to a lobbying entity 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 a covered Federal action; **OR**
 - ☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make,** any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature	Title
Duplin County Health Department Contractor [Organization] Legal Name	
[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]	Date

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (e) the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination on the basis of religion and political beliefs; and (f) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (g) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement 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 agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) 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 LHD within ten days after receiving notice under subparagraph (d)(2) 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)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - 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).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: _____
City, State, Zip Code: _____
Street Address No. 2: _____
City, State, Zip Code: _____

3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive Federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1 Type of Federal Action ☐ a contract ☐ b grant ☐ c cooperative agreement ☐ d loan ☐ e loan guarantee ☐ f loan insurance	2 Status of Federal Action: ☐ a Bid/offer/application ☐ b Initial Award ☐ c Post-Award	3 Report Type: ☐ a initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4 Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____ (if known)	5 If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime.	
6 Congressional District (if known) Federal Department/Agency	7 Congressional District (if known) Federal Program Name/Description CFDA Number (if applicable) _____	
8 Federal Action Number (if known)	9 Award Amount (if known): \$ _____	
10 a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI) (attach Continuation Sheet(s) SF-LLL-A, if necessary) 11 Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) SF-LLL-A, if necessary) 13 Type of Payment (check all that apply) ☐ a retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12 Form of Payment (check all that apply) ☐ a cash ☐ b in-kind, specify _____ Nature _____ Value _____		
14 Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15 Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature _____ Print Name: <u>Dexter B. Edwards</u> Title <u>Chairman to B.O.C.C.</u> Telephone No <u>910.296.2100</u> Date <u>3.7.22</u>	
Federal Signature _____ Authorized for Local Reproduction Standard Form - LLL		

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

ATTACHMENT D
STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statute and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gasrpts/statutes/statelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/libary/pdfs/Law/E024.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(G)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class 1 felony.

Contractor's Name: Duplin County Health Department	Signature _____ Authorized Agent: _____	Title _____ Date _____
Witness	Signature _____ Printed Name _____	Title _____ Date _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter

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

Township: *Warsaw*

Bid Deposit Amount (5%): \$ 75.00

Method of Deposit: Cash ☒ Check (Check # _____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to:

Joshua Tree Associates LLC

Alternate Number:

(Please include area code)

Marital Status: ☒ Single ☐ Married ☐ Divorced ☐ Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

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

301 Thelma Drive #153 Casper, WY 82609

I/W/c, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Order of Purchase County Owned Surplus Land and record same with the Daplin County Register of Deeds.

Signature of Offeror

Date 2-17-2022



Parcel #: 01-E174- - - Property Address: 412 S PINE ST
Account #: 2035810 Mailing Address: 224 SEMINARY ST KENANSVILLE NC 28349
Dead Rent: 100/1728 2008 Year Built: 0 Misc. Impr. Value: \$0
Year Built: 0 Last Sale Price: \$2,262 Fire Code:
Deeded Acres: 0 Assessed Value: \$4200 Notes: CONV_NOTES
Last Sale Date: 09/05/2007 Property Class: 1 Remarks:
Year Built: 0 Heat SQ Feet: 0 Land Value Only: \$4400

DUPLIN COUNTY GIS
DISCLAIMER July 24, 2008
The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in a fee or conveyance.
Generated by <http://gis.duplincountync.com>

2001
PRIOR PARCEL NO

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

(a) $\{x^2\}$
 (b) $\{x^2, x^3\}$
 (c) $\{x^2, x^3, x^4\}$

PROPERTY ID		PIN		COUNTY		TOWN		LAND DATA 241 (CONT'D)		TYPE		ACRES	
001	002	003	004	005	006	007	008	009	010	011	012	013	014
015	016	017	018	019	020	021	022	023	024	025	026	027	028
031	032	033	034	035	036	037	038	039	040	041	042	043	044
047	048	049	050	051	052	053	054	055	056	057	058	059	060
064	065	066	067	068	069	070	071	072	073	074	075	076	077
081	082	083	084	085	086	087	088	089	090	091	092	093	094
098	099	100	101	102	103	104	105	106	107	108	109	110	111
115	116	117	118	119	120	121	122	123	124	125	126	127	128
131	132	133	134	135	136	137	138	139	140	141	142	143	144
147	148	149	150	151	152	153	154	155	156	157	158	159	160
164	165	166	167	168	169	170	171	172	173	174	175	176	177
181	182	183	184	185	186	187	188	189	190	191	192	193	194
198	199	200	201	202	203	204	205	206	207	208	209	210	211
215	216	217	218	219	220	221	222	223	224	225	226	227	228
231	232	233	234	235	236	237	238	239	240	241	242	243	244
247	248	249	250	251	252	253	254	255	256	257	258	259	260
264	265	266	267	268	269	270	271	272	273	274	275	276	277
281	282	283	284	285	286	287	288	289	290	291	292	293	294
298	299	300	301	302	303	304	305	306	307	308	309	310	311
315	316	317	318	319	320	321	322	323	324	325	326	327	328
331	332	333	334	335	336	337	338	339	340	341	342	343	344
347	348	349	350	351	352	353	354	355	356	357	358	359	360
364	365	366	367	368	369	370	371	372	373	374	375	376	377
381	382	383	384	385	386	387	388	389	390	391	392	393	394
398	399	400	401	402	403	404	405	406	407	408	409	410	411
415	416	417	418	419	420	421	422	423	424	425	426	427	428
431	432	433	434	435	436	437	438	439	440	441	442	443	444
447	448	449	450	451	452	453	454	455	456	457	458	459	460
464	465	466	467	468	469	470	471	472	473	474	475	476	477
481	482	483	484	485	486	487	488	489	490	491	492		

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 2-17-22

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

Tax Parcel ID#: 01-E251

Township: Warsaw

Offer Amount: \$ 1,800.00

Bid Deposit Amount (5%): \$ 90.00

Method of Deposit:

✓ Check # _____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please make the deed out to

Joshua Tree Associates LLC

Phone Number: **360-836-8989**

(Please include area code)

Alternate Number:

Marital Status: ✓ Single _____ Married _____ Divorced _____ Widowed _____
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

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

301 Thelma Drive #153 Casper, WY 82609

I/W.e. the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

~~Signature of Offeror~~

Date 2-17-2022

[illegible]

DUPLIN COUNTY GIS
DISCLAIMER: MAY 24, 2024

The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances.

Generated by <http://gis.duplincountync.com>

Generated by <http://gis.duplincountync.com>

BOOK DATE: 07/16/2005 TIME: 12:24

PROPERTY ID: 01-004		DATE: 01-01-2014		ROUTE NO: 012		TAX MAP: 012		TAX YEAR: 2014		TAX AMOUNT: \$1,111		TAX RATE: 1.11		TAX STATUS: 2		TAX CODE: 0000		TAX TYPE: 0000		TAX VALUE: 0.00	
111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.		111 E. GEORGE ST.	
274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.		274 SEMINARY ST.	
NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149		NENANSVILLE NC 20149	
2033/97		2033/97		2033/97		2033/97		2033/97		2033/97		2033/97		2033/97		2033/97		2033/97		2033/97	
VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT		VACANT LOT	
ATTIC		ATTIC		ATTIC		ATTIC		ATTIC		ATTIC		ATTIC		ATTIC		ATTIC		ATTIC		ATTIC	
PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING		PLUMBING	
PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)		PORCHES (Cont.)	
STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE		STRUCTURE	
DATA		DATA		DATA		DATA		DATA		DATA		DATA		DATA		DATA		DATA		DATA	
BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES		BUILDING CHANGES	
OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA		OTHER APPRAISAL DATA	
GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA		GEOGRAPHIC DATA	
TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY		TOPOGRAPHY	
LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241		LAND DATA: 241	
BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS		BUILDING DIMENSIONS	
PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED		PER TOWN OF WARSAW ZONED	
RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS		RESIDENTIAL MEETS REQUIREMENTS	
TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017		TO BUILD 2017	
MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION		MISCELLANEOUS INFORMATION	
PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS		PROPERTY DESCRIPTION & COVENANTS	
2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A		2014 RUTH MAY SMITH A	
DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)		DANCY GALVIN (MAY 01-2023)	

DOI: 10.1002/eqe.1001

NORTH CAROLINA
CONTRACT FOR STREAM DEBRIS
REMOVAL
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 7th day of March 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and, Jerry Hall, Hall’s Tree Service, Inc. a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

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

1. **SCOPE OF SERVICES.** The County has been appropriated funds for a Stream Debris Removal Project on Grove and Buckskin Creeks in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. The County will require the debris removed to be placed a minimum of 20 feet from the edge of the stream and on the same side that it originated.

It is expressly agreed that, in addition, the following trees must be removed:

- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
- Any tree with damaged root systems.
- Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County’s REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN GROVE and BUCKSKIN CREEK PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in Grove and Buckskin Creek (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B Clearing and Snagging Project and ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor’s request shall be promptly completed and assessment of Contractor’s compliance shall be made in good faith.

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

- 2.1 This Contract shall commence on the date first written above (hereinafter “Commencement Date”). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

- 2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than August 31, 2022. In view of the difficulty of estimating damages to the County by

reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond August 31, 2022, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the August 31, 2022 contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed Dollars \$76,000.00, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items.

No payment(s) shall be due under this Contract unless and until the section of work purportedly completed by Contractor has been approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Payment shall further be contingent on the conditions set forth below.

4. **CONTRACTOR’S RESPONSIBILITIES.** The Contractor shall:

Complete the clearing and snagging project as described in ATTACHMENT B Clearing and Snagging Project and ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract. Contractor shall further satisfy each of the following conditions:

- 4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and
- 4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and
- 4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and
- 4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

- 4.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

4.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

5. **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 and workmanlike manner in accordance with the standards of applicable professional organizations and licensing agencies

6. **INDEMNITY AND HOLD HARMLESS.** 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 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 and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

7.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

7.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$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

\$500,000 --- Workers' Compensation

7.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

7.4 **BUILDER'S ALL RISK COVERAGE.** Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

7.5 **PERFORMANCE BOND AND PAYMENT BOND.** The Contractor shall furnish bonds, in an amount not less than 100 percent (100%) of the original contract price, covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 3
- 4

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

9. **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.

10. **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.

11. **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.

12. **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.

13. **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

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;

ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;

iii. Death and/or Corporation or Partnership dissolution;

iv. Insolvency;

v. Bankruptcy; or

vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

14. **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.

15. **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.

16. **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.

17. **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(a).) 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.

18. **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.

19. **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.

20. **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:

000778

COUNTY OF DUPLIN
ATTN: Davis Brinson, County Manager
PO Box 950
Kenansville, NC 28349

Hall's Tree Service, Inc.
ATTN: Jerry Hall
977 Ellis Road
Lumber Bridge, NC 28357

21. **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.
22. **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.
23. **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.
24. **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.
25. **ENTIRE CONTRACT.** This Contract, including attachments, 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. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
26. **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.
27. **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.
28. **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.

Buck Skin & Grove Creek Bid Opening
Thursday, February 17, 2022
2:00 PM
Bid Opening

Company	
Hall's Tree Service	
977 Ellis Rd, Lumber Bridge, NC 28357	address
Lumber Bridge, NC 28357	city state zip
Jerry Hall	contact person
910-494-7921	phone
5049 Hall 977@gmail.com	email

Bid Amount
714,000.00

Company	
Enterprises & , Inc	
2446 Parsons St	address
Winterville, NC 28590	city state zip
Edgar Lutzman	contact person
252-204-1466	phone
enterprises99inc@gmail.com	email

Bid Amount
44,442.00

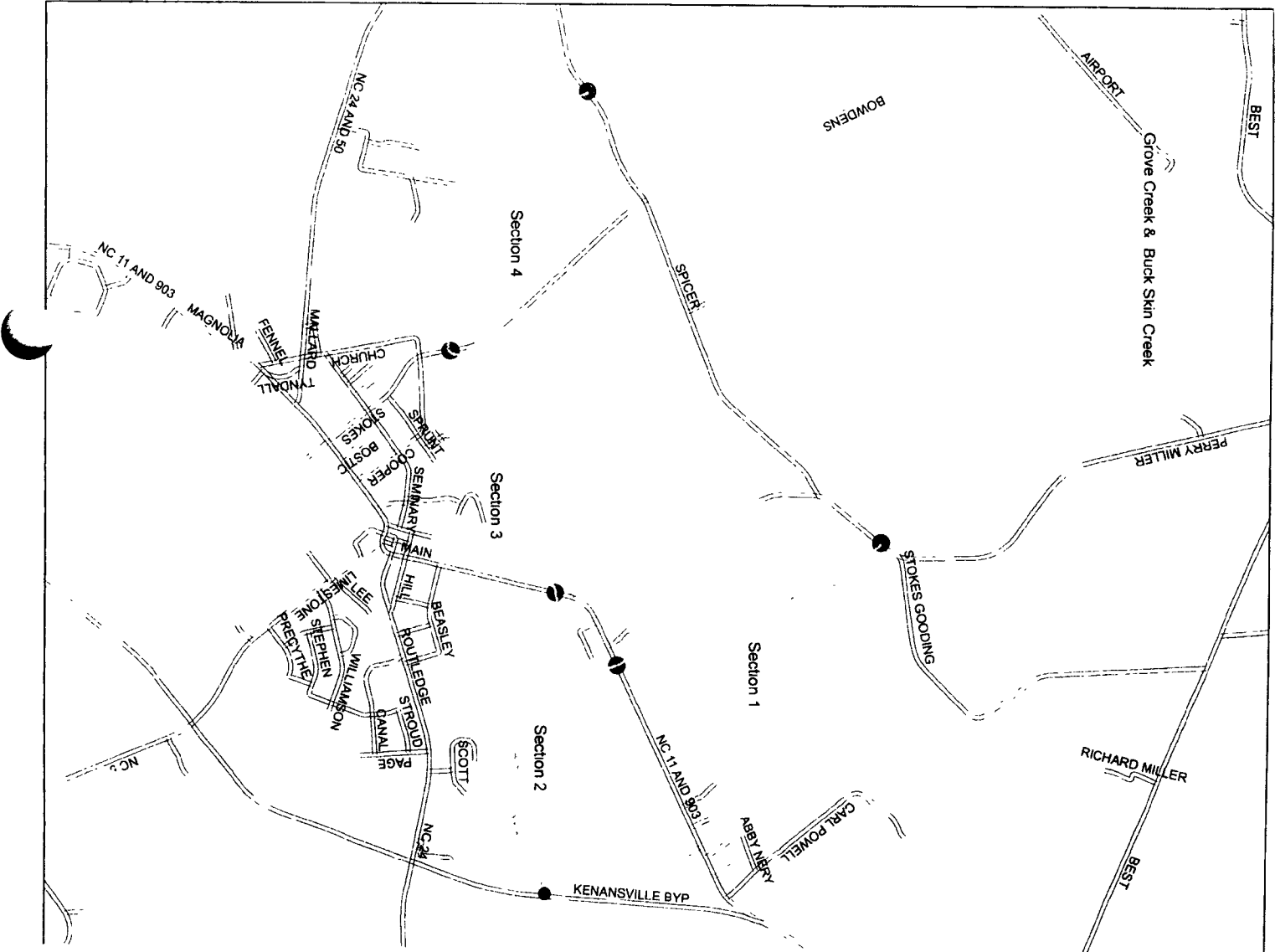
Reference

Company	
Timmy L. Droeze, Jr	
1015-C Virginia Rd	address
Edenton, NC 27932	city state zip
Timmy L. Droeze, Jr	contact person
252-462-7044	phone
1droeze76@gmail.com	email

Bid Amount
94,444.00

Company	
	address
	city state zip
	contact person
	phone
	email

Bid Amount



NORTH CAROLINA
DUPLIN COUNTY
CONTRACT FOR STREAM DEBRIS REMOVAL

THIS CONTRACT is made, and entered into this the 7th day of March 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and Jerry Hall, Hall's Tree Service, Inc. a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** The County has been appropriated funds for a Stream Debris Removal Project on Grove and Buckskin Creeks in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. The County will require the debris removed to be placed a minimum of 20 feet from the edge of the stream and on the same side that it originated.

It is expressly agreed that, in addition, the following trees must be removed:

- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
- Any tree with damaged root systems.
- Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN GROVE AND BUCKSKIN CREEK PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in Grove and Buckskin Creek (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B *Clearing and Snagging Project* and ATTACHMENT C *USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.*

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith.

2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

- 2.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.
- 2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than August 31, 2022. In view of the difficulty of estimating damages to the County by

reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond August 31, 2022, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the August 31, 2022 contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed Dollars \$76,000.00, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items.

No payment(s) shall be due under this Contract unless and until the section of work purportedly completed by Contractor has been approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Payment shall further be contingent on the conditions set forth below.

4. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:

Complete the clearing and snagging project as described in ATTACHMENT B *Clearing and Snagging Project* and ATTACHMENT C *USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.* Contractor shall further satisfy each of the following conditions:

- 4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and
- 4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and
- 4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and
- 4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

- 4.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

- 4.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

5. **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 and workmanlike manner in accordance with the standards of applicable professional organizations and licensing agencies.

6. **INDEMNITY AND HOLD HARMLESS.** 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 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 and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

- 7.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

7.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$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

\$500,000 — Workers' Compensation

7.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

7.4 BUILDER'S ALL RISK COVERAGE. Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

7.5 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall furnish bonds, in an amount not less than 100 percent (100%) of the original contract price, covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;

- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

- 14. **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.

- 15. **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.

- 16. **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.

- 17. **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.

- 18. **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.

- 19. **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.

- 20. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN
ATTN: Davis Britson, County Manager
PO Box 950
Kennaville, NC 28349

Hall's Tree Service, Inc.
ATTN: Jerry Hall
977 Ellis Road
Lumber Bridge, NC 28357

- 21. **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.

- 22. **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.

- 23. **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.

- 24. **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.

- 25. **ENTIRE CONTRACT.** This Contract, including attachments, 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. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

- 26. **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.

- 27. **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.

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

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

Reviewed by Department Head

By: _____

Printed Name: _____

Title: _____

Date: _____

DUPLIN County

By: *[Signature]*

Printed Name: Dexter B. Edwards

Title: Chairman to B.O.C.C.

Date: 3.7.2022

CONTRACTOR

By: *[Signature]*

Printed Name: Jacquelyn P Hall

Title: Secretary

Date: 3/3/22

DUPLIN County

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

[Signature]
Duplin County Finance Officer

ATTACHMENTS to follow

Month End Report

January 2022

Airport Staff		Airport Commission Members	
George Furelle	Jed Alphin	Rory Davis	Ricky Kennedy
Josh Hayer	Joe Bryant	Bob Quinn	
A.J. Warren & Payne Bryan	A.J. Combs	Dexter Edwards	Jerry Tyngert
Hours of Operation			
Year-Round Schedule Effective July 1, 2021			
Sunday	1:00 pm - 6:00 pm	Closed Thanksgiving and Christmas Day Only	
Monday - Friday	7:00 am - 6:00 pm		
Saturday	8:00 am - 6:00 pm		

FY 2021		5 SALES		# of Gallons		Previous FY	
	Av-Gas	Jet-A	Total	Jet-A	Total	Gallons	
July	\$8,003.56	\$33,678.52	\$41,682.08	1,729.28	11,380.66	9,211.27	
August	\$4,723.28	\$54,459.55	\$59,182.83	1,006.78	17,260.50	9,884.32	
September	\$5,665.53	\$75,942.20	\$81,607.73	7,490.37	8,734.85	13,231.75	
October	\$6,609.11	\$55,001.70	\$61,610.81	1,366.28	15,737.66	17,103.94	
November	\$7,094.21	\$57,355.83	\$64,450.04	1,485.64	16,590.34	6,486.48	
December	\$6,194.31	\$46,536.39	\$52,730.70	1,305.46	13,361.42	8,382.68	
January	\$7,487.83	\$33,403.13	\$41,890.96	1,895.44	10,453.82	5,646.13	
February			\$0.00		0.00	8,005.38	
March			\$0.00		0.00	14,383.50	
April			\$0.00		0.00	17,619.24	
May			\$0.00		0.00	16,520.18	
June			\$0.00		0.00	15,435.75	
TOTAL	\$46,472.83	\$304,387.52	\$350,860.35	\$4,902.15	\$4,765.53	134,626.74	

Products Sold		Jet-A		YTD	
Hanger/Shop Rental	4530 3454.7	\$9,275.00	\$125,486.60		\$134,761.60
Oil Sales	4530 3454.8	\$9.15	\$182.05		\$191.20
Call Out Fees	4530 3453.3	\$450.00	\$2,700.00		\$3,150.00
Pump Fees	4530 3453.4	\$600.00	\$0.00		\$600.00
Vending	4530 3453.2	\$0.00	\$156.00		\$156.00
Toddler Fees	4530 3453.5	\$0.00	\$0.00		\$0.00
Ground Lease	4530 3453.6	\$2,625.00	\$2,625.00		\$5,250.00
Misc Rev	4530 3839.0	\$0.00	\$0.00		\$0.00
Fuel Sales	4530 3454.8	\$41,390.96	\$390,846.35		\$432,237.31
TOTAL SALES- All Products	4530 3454.8	\$53,760.11	\$443,620.00		\$497,380.11

Projects		Project #		\$ Amount	
Master Plan	7546		\$200,000.00		
New T-Hgs	7544		\$2,029,562.00		
NCS Site	7547		\$1,000,000.00		
NCS-Hanger	7548		\$5,466,000.00		
Drainage Assets	7549		\$100,000.00		
AVOS Tree Clear	7551				
TBD					
Total Projects 5					\$8,795,562.00

Recent Project Activity & Updates:	
NCS Hanger Complex Project substantially completed. Punch list items underway. Final closeout coming soon.	
Negotiated temporary lease agreement with NC Dept. of Ag for NCS Hanger - working on long-term lease agreement now.	
Airport Master Plan / AIP Update Project will be completed Spring of 2022, then submitted to NCDOT and FAA for review.	
Airfield infield drainage structure failure repair project grant issued by NCDOT. Phase I includes investigation/design/bid.	
Land Use/Height Restriction Ordinances updates underway. AKAOS Critical Area Clearing Project beginning soon.	
New T-hangers fully occupied. All legacy T-hangers occupied. Limited space available in Community Hanger - \$9,275 monthly.	
Fuel sales decreased in January but January is typically a slow month.	



Av-Gas Sales So Far This Fiscal Year	
Percentage of Total Fuel Sales	10%
Percentage sold to Time Customers	48%
Percentage sold to DPL Based	55%
Average Av-Gas Sold Per Month = 1,409	
Jet-A Sales So Far This Fiscal Year	
Percentage of Total Fuel Sales	90%
Percentage sold to Time Customers	11%
Percentage sold to DPL Based	89%
Average Jet-A Gallons Sold Per Month = 12,129	

Operations YTD Totals	
# Aircraft	# Operations
Jul	128
Aug	93
Sep	109
Oct	133
Nov	140
Dec	114
Jan	114
Totals	841
Avg/Mth	120.1

Passenger Totals	
# Aircraft	# Passengers
Jul	128
Aug	93
Sep	109
Oct	133
Nov	140
Dec	114
Jan	114
Totals	841
Avg/Mth	120.1

Other Miscellaneous Information	
Airport Commission meets 4th Tuesday's at 7PM	
Check us out on Facebook-Duplin County Airport	
DPL Total Economic Impact is \$64,800,000.00	
2021 Based Aircraft Value is \$25,425,657.00	

DUPLIN COUNTY ANIMAL SERVICES

Feb-22

CANINE ADOPTION FEE	\$	40.00
CANINE PULL FEE	\$	1,600.00
FELINE ADOPTION FEE	\$	-
FELINE PULL FEE	\$	80.00
FIRST OFFENSE CITATIONS 76-24402	\$	800.00
HORSE/GOAT FEE	\$	-
LONNIE'S ANGELS 72-22065	\$	10.00
RODENT/PIG/RABBIT/GUINEA PIG	\$	-
SECOND OFFENSE CITATION 76-24402	\$	-
THIRD OFFENSE CITATION 76-24402	\$	-
CANINE VOUCHER	\$	100.00
FELINE VOUCHER	\$	80.00
RABVAC	\$	50.00
BITE INVESTIGATION	\$	250.00
BOARDING FEE	\$	210.00
BUILDING FUND 4381-34345	\$	592.96
DANGEROUS ANNUAL	\$	-
GENERAL DONATION	\$	-
JUDGEMENTS 4380-34347	\$	-
MISC 10-3438-410	\$	-
OWNER SURRENDER EUTHANASIA	\$	100.00
OWNER SURRENDER FEE 10-3438-410	\$	120.00
OWNER SURRENDER PER LITTER	\$	25.00
OWNER SURRENDER TRANSPORT	\$	40.00
POTENTIALLY DANGEROUS ANNUAL	\$	200.00
RECLAIM FEE	\$	125.00
RECLAIM/LIVESTOCK FEE	\$	-
VET FEES	\$	-
TOTAL AMOUNT	\$	4,422.96

SIGNATURE

SIGNATURE



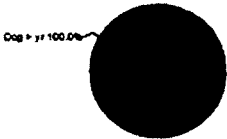
Duplin County
Animal Services
117 Middleton Cemetery Lane
Kenansville, NC 28349

Shelter Statistics - Fees and Revenue

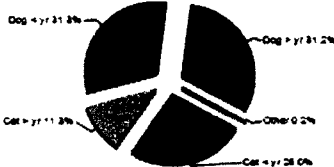
Start Date February 01, 2022
End Date February 28, 2022

USNC100	Your Shelter					North Carolina (66 organizations)					United States (1428 organizations)				
Duplin County Animal Services	Dog		Cat		Other	Dog	Cat		Other	Dog	Cat		Other		
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Revenue															
Fees															
Avg Fees (\$)	0	20	10	10	0	20	26	12	12	20	48	61	38	49	30
Total Revenue (\$)	0	80	10	20	0	40	255	95	155	80	22,248	116,501	19,649	77,744	8,494
Adoption Revenue															
Fees															
Avg Fees (\$)	0	40	0	0	0	163	102	91	60	21	237	125	95	63	34
Total Revenue (\$)	0	40	0	0	0	31,023	30,907	25,780	11,247	150	1,582,883	1,153,983	613,522	483,922	39,446

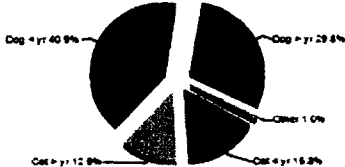
Total Adoption Revenue



Total Adoption Revenue



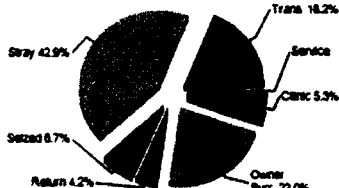
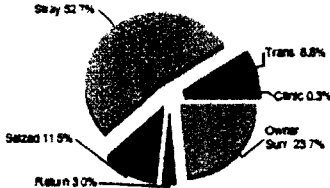
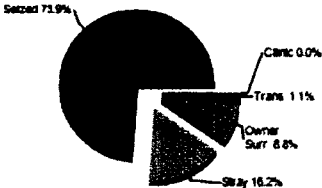
Total Adoption Revenue



Earliest entry 2/1/2022
Latest entry 2/28/2022

Start Date February 01, 2022
End Date February 28, 2022

Intake Type	Your Shelter					North Carolina (66 organizations)					United States (1428 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	0	0	0	0	0	2	0	28	0	59621	162599	53718	63956	867
Owner Surrender	7	51	18	14	0	11656	16392	15417	13040	1378	231781	390981	329907	371154	77361
Return	0	0	0	0	0	647	4050	506	1900	130	26619	139952	20971	75831	3299
Seized	152	357	90	59	97	4110	13001	5234	5691	215	58661	197967	56921	82980	32460
Service	0	0	0	0	0	64	74	66	409	178	2668	14772	3906	8616	1874
Stray	55	32	27	51	0	13048	63444	25498	26144	709	370098	741506	854208	713173	54142
Transfer	0	0	11	1	0	6801	8164	4437	1723	432	308740	412516	229483	180440	26380
Wildlife	0	0	0	0	0	0	0	0	0	33	0	0	0	0	14935
Total	214	441	145	125	97	36326	105127	51159	48935	3074	1058188	2060292	1549115	1496150	211318

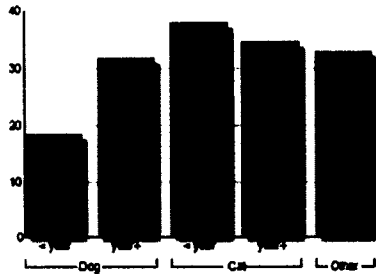
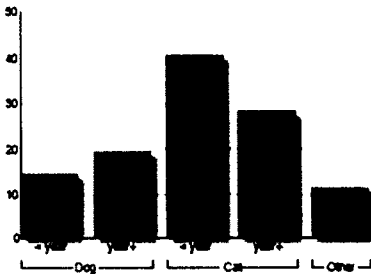
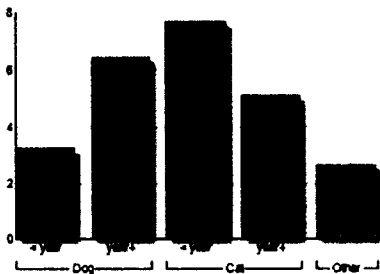


Earliest entry: 2/1/2022
Latest entry: 2/28/2022

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

Start Date February 01, 2022
End Date February 28, 2022

Intake Type	Your Shelter					North Carolina (66 organizations)					United States (1428 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	0	0	0	0	0	0.1	0	0	0	1.5	7.2	2.1	2.2	4.6
Owner Surrender	1.1	5.2	4.4	4.7	0	17.1	20.4	34.5	36.9	12.7	19.8	35.4	32.6	40.3	29.1
Return	0	0	0	0	0	9.4	29	11.5	47.3	89	8.8	46.6	16.3	48.2	25.4
Seized	3.4	7.2	15	5.1	2.7	12.3	17.7	77.6	20.1	5	21.4	28.2	51.1	26.6	26.7
Service	0	0	0	0	0	0.9	17.5	6.8	5.1	33.8	12.1	5.3	12.3	5.8	26.3
Stray	5.7	5.2	5.1	5.6	0	11.3	19.1	49.8	29.4	4.4	21.4	34.2	59.5	44.6	41.1
Transfer	0	0	11	0.8	0	25.8	29	28.9	43	5	19.6	35.5	27.8	34.9	39.1
Wildlife	0	0	0	0	0	0	0	0	0	0.3	0	0	0	0	39.4
Total	3.3	6.5	7.7	5.1	2.7	14.6	19.6	40.5	28.4	11.7	18.4	32	38	34.4	32.9



Earliest entry: 2/1/2022
Latest entry: 2/28/2022

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



009786

Shelter Statistics - Outcome

Start Date February-01, 2022
End Date February 28 2022

USNC100 Duplin County Animal Services	Your Shelter					North Carolina (66 organizations)					United States (1428 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
A) Have Email Address	0	0	0	3	0	406	548	566	422	35	15,861	20,325	17,073	16,928	2,339
B) Have Phone Number	3	18	3	3	0	494	1,000	646	544	63	18,147	28,954	19,792	21,421	2,811
C) Have ZipCode	3	15	3	1	0	492	987	639	533	60	17,916	28,582	19,528	20,825	2,709
Adoption	1	2	0	0	0	413	616	613	439	52	15,177	17,861	16,490	15,470	2,537
Clinic	0	3	3	0	0	12	63	26	33	0	1,805	2,822	2,834	4,081	88
Died	0	0	0	0	0	12	6	6	10	0	262	237	243	308	152
DOA	0	0	0	0	0	0	6	0	5	2	37	1,062	40	1,244	541
Euthanasia	0	13	0	12	0	21	310	57	536	20	549	5,186	568	3,959	905
Missing	0	0	0	0	0	0	0	0	3	0	14	131	51	152	20
Return To Owner	2	13	0	0	0	42	314	5	35	11	1,144	8,355	269	1,230	133
Service	0	0	0	3	0	29	16	9	93	0	139	351	475	1,832	13
Transfer	47	37	15	8	6	364	454	190	214	95	4,567	5,850	2,094	4,052	495
Wildlife	0	0	0	0	0	0	0	0	0	2	0	0	0	1	232
Total	50	68	18	23	6	893	1,785	906	1,368	182	23,694	41,855	23,064	32,329	5,116

Earliest entry 2/1/2022
Latest entry 2/28/2022



Case Activity Crosstab

	5	0	5
	9	0	9
	3	0	3
	5	0	5
	0	4	4
	83	17	100

Intake Detail Report

000787

Print Date Tuesday, March 1, 2022

Intake StartDate	2/1/2022 12:00 AM	Junsdiction	All
Intake EndDate	2/28/2022 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA

Clinic	Total Intakes: 6	Total Intakes: 10
w/ Guardian Surrender	Total Intakes: 18	Total Intakes: 10
Altered / Custody	Total Intakes: 10	Total Intakes: 10
Stray	Total Intakes: 24	Total Intakes: 10

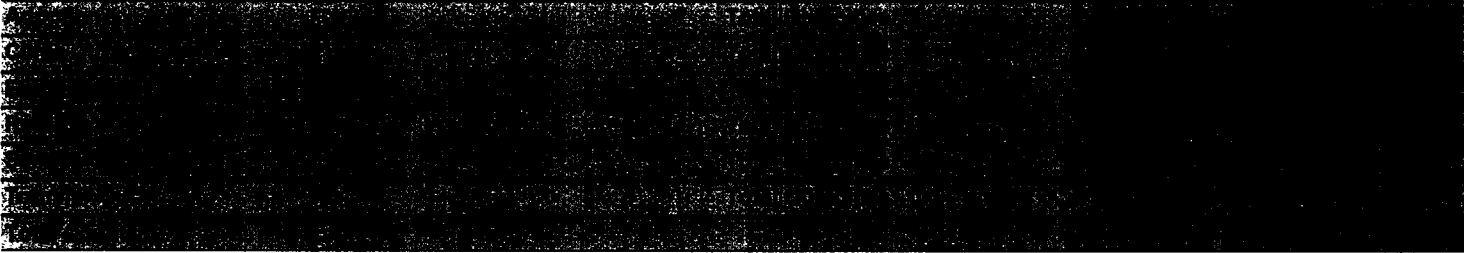


Outcome Summary Report

Print Date Tuesday, March 1, 2022

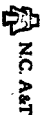
Outcome StartDate	2/1/2022 12:00 AM	Outcome Type	All
Outcome EndDate	2/28/2022 11:59 PM	Outcome SubType	All
Species	All	Junsdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed	Danger	Danger Reason	Jurisdiction	TransferOut Reason	Outcome Date/Time				



DUPLIN COUNTY COMMUNICATIONS	2022	2022	2021	2021	2021	2021
	February	January	December	November	October	September
TOTAL # OF ADDRESSING RECORDS	48,596	48,559	48,526	48,525	36,198	48,532
TOTAL # OF ROADS, LANES & STREETS	2079	2079	2078	2078	2076	2074
TOTAL # TELEPHONE CO RECORD CHANGES	146	154	151	3188	408	315
KEYING ACTIVITY REPORT	124	104	99	101	191	177
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	4	8	7	167	19	15
NEW ADDRESS ASSIGNED	43	38	15	31	43	22
RESIDENTIAL	41	33	15	25	36	18
BUSINESS	1	1	0	0	0	0
FARMS	0	1	0	1	1	2
OTHER	1	3	0	5	6	4
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	3	24	0	0	3	24
ADDRESS CHANGED	3	0	0	0	4	2
ROAD SIGNS INSTALLED OR REPAIRED	101	79	152	151	172	156
ROAD SIGNS MADE IN HOUSE	25	23	9	54	39	25
POST TAKEN FROM INVENTORY	2	4	1	4	10	5
AT NUMBERS (INTERSECTIONS)	43	36	59	63	70	68
MAPS MADE IN HOUSE	3	2	3	2	1	4
CENTERLINE WORK	6	11	0	15	4	4
ADDRESS POINTS	42	39	10	34	27	39
NUMBER OF 911 CALLS	6748	6846	7502	6469	6900	6875
Submitted by Melissa B Kennedy, March 1, 2022						

NC COOPERATIVE
EXTENSION



DUPLIN COUNTY CENTER

A Review of January 2022

Duplin County Center
PO Box 949
Kenansville, NC 28349

Website: <http://duplin.ces.ncsu.edu>
Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/2guv9ga>
4-H Facebook: <https://go.ncsu.edu/0m3spco>
Phone : 910.296.2143
Fax: 910.296.2191

Notes from the Director

- Attended Duplin Agribusiness Council board meeting and annual meeting
- Attended County Department head meeting and virtual district County Extension Director meeting
- Led staff meeting and staff networking meeting to provide updates and input for staff
- Attended Vidant Duplin Hospital Foundation virtual meeting
- Began onboarding with new staff member

Livestock

- Assisted 3 farmers in crop management, 11 farmers in farm management, and 17 farmers in nutrient management
- Led Initial Animal Waste Training with 23 attending to be trained to be operators in charge
- Provided two last minute animal waste classes with five people attending. Four of them retained their certifications because of this class
- Answered multiple questions regarding the NC Covid Swine & Dairy Relief Program and animal waste operator renewals
- Face-to-face contacts: 231. Non face-to-face contacts: 1,070

Livestock

- Attended Client Contact Management Training
- Attended Duplin Cattlemen's Association Meeting (pictured), created group facebook page
- Attended private screening of new documentary Hog Farmer featuring local farmer
- Assisted with 4-H Livestock Judging and Skillathon practices
- Assisted with lagoon sludge SONAR calibration
- Attended Ewe Management, WOTUS and Agriculture, Meat Rabbit Production, Poultry Nutrition, Dairy Goat Management, Hay and Baleage Production, Lagoon cleanup; Risk Management for Small Farms, via zoom
- Face-to-face contacts: 141. Non face-to-face contacts: 510



Britt Building Monthly Usage	
January	
Total number of events:	31
Total attendance for the events:	446
Public events:	31
Private events:	0

Field Crops Della King, Field Crop Agent



- Attended Area Flue-Cured Tobacco Production Grower Training
- Attended the Joint Commodity Conference in Durham
- Conducted the Tobacco Export Referendum
- Face-to-face contacts: 37, Non face-to-face contacts: 476

Horticulture Tom Hoza, Horticulture

- Our strawberry growers have been busy putting covers on plants and then taking them off a few days later due to the fluctuating temperatures. Labor can become very expensive if you have to do this many times during the season.
- Muscadine grapes and blueberry pruning has started, but the weather has not cooperated. We are encouraging our growers to be patient and do a good job because this will lead to a stronger vine and an increase in yield.
- We have had some interest in Commercial Cut Flowers and Hemp as new enterprises on our farms. We continue to support our growers in these enterprises with all the up-to-date science available. Marketing is still the most important aspect of a new enterprise.
- Face-to-face contacts: 79, Non face-to-face contacts: 1,300

Small Farms ...James Hartsfield, Farm Management (Duplin/Sampson)

- Attended NC A&T Virtual L.E.A.D. Team meeting.
- Attended NC A&T County Operation 4th Friday Virtual Faculty Staff meeting.
- Participated in the Virtual Planning Committee for Risk Management Workshops.
- Assisted farmers with registration for the upcoming Virtual Risk Management Workshop series.
- Visited a farmer to provide information on the Plasticulture Equipment Cash/Back Rental program.
- Assisted farmers with Risk Management Inventory Assessment
- Face-to-face contacts: 25, Non face-to-face contacts: 65,000

Agriculture & Natural Resources Walter Adams, Tech. (Duplin/Lenoir)

- Attended online Risk Management training
- Attended Duplin Agribusiness meeting
- Attended NC A&T 4th Friday zoom meeting
- Face-to-face contacts: 12, Non face-to-face contacts: 45

4-H and Youth Development Bridget Huffman, 4-H Agent

- The beginning of January was spent working with 4-H club leaders on recruitment of clubs and getting club paperwork uploaded in NC 4-H Online for the year 2022.
- Joined the Duplin County Partnership for Children Board and attended the first meeting at 12:00 p.m. on January 10th at the Kenansville Baptist Church. The next meeting is Monday, February, 28 at 12:00 p.m. at the Kenansville Baptist Church.
- On Tuesday, January 11, the 4-H teen series, Seeing 12: Adventures in Diversity & Cultural Awareness continued. The third lesson was "Pearls of Culture." The next meeting will be Tuesday, February 8 at 6:00 p.m. This teen series will be monthly and last until May.

- The NCAB4-HYDP Winter Professional Meeting was held January 26-27 in Union County. The meeting consisted of board meetings, business meetings, local tours, workshops, and committee meetings. Our annual conference will be September 7-9 in Manteo, NC.
- Also in the month of January, county staff updates, 4-H updates and trainings, reports, and State Extension updates were held in person and via Zoom
- Face-to-face Contacts: 195, Non Face-to-face Contacts: 3,135

Charmae Kendall, 4-H Agricultural/Livestock Program Assistant

- Distributed 10 lambs across the southeast to new livestock showmen for our Leap Into Sheep Program sponsored by Farm Bureau.
- Winter Walks & Wag Program every Monday night to promote fitness & 4-H activities.
- Farm Calendar Winter Program for four Duplin Elementary Schools.
- Preparation for Smithfield Pig Project enabling 20 youth to care for a pig, show it at the Coastal Plains Show, & learn about the hog industry.



- Coastal Plains Chicken Project Orientation, chicks will be picked up early February.
- Face-to-face contacts: 470 Non face-to-face contacts: 1,707

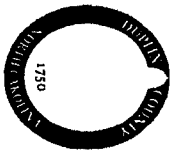


Jasmine Williams, 4-H Prevention Coordinator

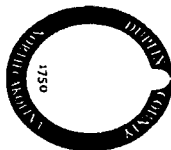
- Attended webinars: CINC Funding Welcome Webinar, CINC: Ripple Mapping Training, Logic Model TA Session, ENDS Purchase Survey Training, Action Plan Office Hours, Covid-19 Monthly TA Meeting, and Lock Your Meds Creatives Webinar
- Attended NC ECCO Advisory Council
- Continued SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.



000796



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970, 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com



DUPLIN COUNTY REGISTER OF DEEDS ACTIVITY
REPORT FOR FEBRUARY 2022



MONTHLY REPORT FOR FEBRUARY 2022

Recording Fees	\$16,453.00
Excise Stamps	\$35,023.00
Marriage Licenses	\$2,040.00
Marriage Certificates	\$610.00
Birth Certificates	\$1,690.00
Death Certificates	\$2,930.00
UCC's	\$638.00
Notary Fees	\$150.00
Copies	\$284.50
Miscellaneous	\$337.00
Gross Monthly Revenues	\$60,155.50
Less Escrow Account Total	\$402.00
Total Deposit for Period	\$59,753.50
Less Escrow Credit	\$109.00
	\$59,644.50
State Treasurer 161-50.2	\$370.91
NC State Treasurer 161.11.5	\$2,821.00
Children's Trust Fund	\$170.00
Domestic Violence Fund	\$1,020.00
Excise Stamp/Dept of Revenue	\$17,511.50
State OVS Fees/Expedite Fees	\$0.00
\$1.00 Excise Tax Exclusion	\$0.00
VRAS Vital Record Searches/Add'l Fees	\$257.00
VRAS Birth Amendment & Expedite Fees	\$15.00
VRAS Legitimation & Expedite Fees	\$0.00
NCDAVE Vital Record Searches/Add'l Fees	\$24.00
NCDAVE Amendment & Expedite Fees	\$0.00
Subtotal	\$22,189.41
Net Monthly Revenues	\$37,455.09

Submitted this 1st day of March, 2022
Anita Marie Savage by Janni W. Carr
Register of Deeds ASST

Recorder and Custodian of County Records

VITAL RECORDS DIVISION

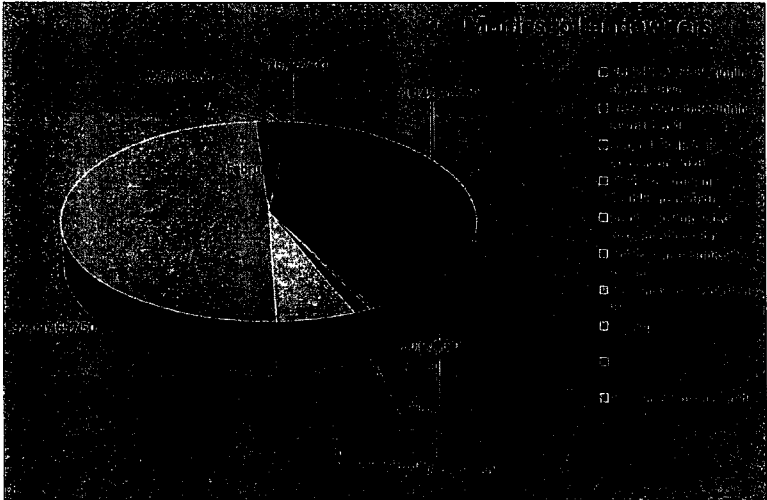
	Current Month	Previous Month
BIRTH RECORDS		
BIRTH CERTIFICATES RECORDED	26	51
BIRTH CERTIFICATES ISSUED	169	143
DELAYED BIRTH CERTIFICATES REGISTERED	0	0
DEATH RECORDS		
DEATH CERTIFICATES RECORDED	26	47
DEATH CERTIFICATES ISSUED	293	260
MARRIAGE LICENSES & RECORDS		
MARRIAGE LICENSES ISSUED	34	13
MARRIAGE CERTIFICATES ISSUED	61	41
MILITARY DISCHARGE RECORDS		
MILITARY DISCHARGES RECORDED	0	0
OTHER VITAL RECORDS SERVICES		
VITAL RECORDS AMENDMENTS PROCESSED	2	0
SCHOOL CENSUS RECORDS ISSUED	0	0
NOTARY PUBLIC OATHS ADMINISTERED	15	7
NOTARY PUBLIC AUTHENTICATION	0	0
PROPERTY RECORDS DIVISION		
DEEDS RECORDED	206	132
DEEDS RECORDED WITH EXCISE TAX AFFIXED	116	76
DEEDS OF TRUST RECORDED	102	91
MISC. DOCUMENT TYPES RECORDED	139	112
BUSINESS RECORDS RECORDED	11	9
UCC RECORDINGS	16	16
SATISFACTIONS (CANCELLATIONS)	118	126
MAPS/PLATS RECORDED	31	23



Duplin Soil & Water Monthly Report

Monies Received 2021-22		
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 Stabilizaton 2020	\$	546,792.50
Implaired/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
Billed 2022		
MAP Monies collected	\$	450.00
BMAP Monies billed	\$	700.00
Beaver Dams Destroyed		36
New NCACSP/NCAGwrap Apps/Disaster		4
tile/subsurface drain (feet)		0
acreage operations assisted (WUP)		496
telephone assistance		64
walk-in clients assisted		76
Acres of Maps for clients		320
Creek miles inspected		8
River miles inspected		3

Angie B. Quinn
signature
Monday, February 28, 2022



MILEAGE REPORT		
2007 Chevy	1GCEK19C97Z625098	130,193
2016 Ford F150	1FTEW1E56E068020	28,481

THIS PAGE LEFT BLANK INTENTIONALLY