



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, May 2nd, 2022

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, May 2nd, 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/Airport Director; 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 Mr. George Futrelle. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

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 Dowe, seconded by Commissioner Branch, carried unanimously to approve the minutes of the April 18th, 2022 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA **CONSENT AGENDA**

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 19298- 19318; NC Special Warranty Deed between Duplin County and Joshua Tree Associates, LLC for Surplus Property Parcel No. 01-E174; NC Special Warranty Deed between Duplin County and Edwin Rolando Gomez; Roblero for Surplus Property Parcel No. 01-E251; Budget Additional Revenue & Expenditures for the Duplin County Airport's Aviation Fuel Program; Proclamation Proclaiming May 2022 as Older Americans Month; Acceptance of NC State Library Digital Literacy Grant Funding in the amount of \$52,000 on behalf of the Duplin County Library System and approve the associated budget amendment; and Jail Pharmaceutical Contract between the Duplin County Sheriff's Department and Independent Health Services, Inc. d/b/a HIS Pharmacy.

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report
- Oath of Office and Conflict of Interest Policy of James Ralph Britt Jr., Member of the Board of Equalization & Review.

AGENDA

Public Comments

Ms. Angela Mainor, of Warsaw, appeared before the Board during public comments to address the system for awarding retired County employees with their retirement plaques and other associated awards. She advised that she retired from the County in 2016 but was never given her retirement plaque or the Old North State Award until recently as her awards were apparently misplaced. She requested that the process be reviewed.

Mr. Roger Davis, of the Calypso Community, appeared before the Board to thank the Board for all they have done in support of Economic Development and the Duplin County Airport.

End Public Comments

George Futrelle, Assistant County Manager/Airport Director, appeared before the Board to present a Resolution in Memoriam of Ricky Lynn Kennedy. Ricky Lynn Kennedy served Duplin County on the Duplin County Airport Commission from September 6, 1994, until his death on January 5, 2022. The Duplin County Airport Commission requested that his service to Duplin County be recognized by a resolution of respect to be read and presented to his family at the May 2, 2022 Board of County Commissioners meeting.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to adopt the Resolution in Memoriam of Mr. Ricky Lynn Kennedy for his many years of service to Duplin County.

George Futrelle, Assistant County Manager/Airport Director, presented Mr. Kennedy's widow, Beverly Thomas Kennedy and his son, Scotty Kennedy and his daughter, Heather Kennedy. Mrs. Beverly Kennedy thanked the Board of Commissioners, the Airport Commission and Mr. Futrelle for all that they had done for her husband and their family.

Jason McGuirt, Chairman to the Juvenile Crime Prevention Council (JCPC), appeared before the Board to review the 2022-23 funding recommendations for the JCPC programs and the 2022-23 JCPC Certification document, verifying Duplin County's compliance with state JCPC policy requirements.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the Juvenile Crime Prevention Council funding plan certification.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the Juvenile Crime Prevention Council certification.

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 and/or the general public so he can convey those concerns to the NC Department of Transportation (NCDOT). Commissioner Dowe explained that there is a possible septic issue and clogged ditch at 1241 S. NC 50 Hwy. outside of Kenansville. Mr. Brinson expressed he would contact the Health Dept.'s Environmental Health Division regarding the septic issue and NCDOT to look into the ditch issue. Commissioner Garner expressed concerns regarding low hanging limbs that are hitting passing trucks near the Solid Waste/Recycling Dept.'s recycling collection center on NC Hwy. 50 just outside of Kenansville in the southbound lane, with the same issue also occurring in front of Mrs. Millie Bland's residence across the road from the Dobson Chapel Baptist Church.

Davis H. Brinson, County Manager/ Clerk to the Board, appeared before the Board to request that a public hearing be scheduled for June 6th, 2022 to receive public comments on the Fiscal Year (FY) 2022-23 Duplin County Budget. Pursuant to NC General Statute §159-12 before Duplin County can adopt the County's budget ordinance, the Board of County Commissioners must first hold a public hearing at which time any persons who wish to be heard on the budget may appear. Also, pursuant to NC General Statute § 158-7.19 (C), before any appropriation or expenditure can be made for Economic Development a public hearing must be held.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to schedule a public hearing on the Fiscal Year (FY) Duplin County Budget and the FY 2022-23 Economic Development Budget for June 6th, 2022 at 6:00 p.m. in the Ed Emory Auditorium in the Lois Britt Agricultural Office Building located at 165 Agriculture Drive in Kenansville, NC in order to allow citizens and residents to make written and oral comments.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request that a public hearing be scheduled for May 16th, 2022 to receive public comments on Economic Development Project Heel.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to schedule a public hearing on Economic Development Project Heel on May 16th, 2022 at 6:00 p.m.

Davis H. Brinson, County Manager/ Clerk to the Board, appeared before the Board to request that a public hearing be scheduled for May 16th, 2022 to receive public comments on Economic Development Project ACC.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to schedule a public hearing on Economic Development Project ACC on May 16th, 2022 at 6:00 p.m.

Tim Wilson, County Attorney, appeared before the Board to conduct a public hearing regarding the Board's Consideration of a Resolution Approving a \$2,000,000.00 Tax-Exempt Loan from First Bank to Rose Hill Fireman, Inc. for the Purpose of constructing a Fire Station for Rose Hill Volunteer Fire Department.

Chairman Edwards opened the public hearing

No Public Comments

Chairman Edwards closed the public hearing

Tim Wilson, County Attorney, appeared before the Board to request the Board adopt a Resolution approving a \$2,000,000.00 tax-exempt loan from First Bank to the Rose Hill Firemen, Inc. for the purpose of constructing a Fire Station for Rose Hill Volunteer Fire Department. Mr. Wilson has been contacted by Braxton Price, the attorney representing the Rose Hill Firemen, Inc. in their efforts to secure a loan to construct a new fire station in the Town of Rose Hill, wishing for the Board of Commissioners to adopt a resolution approving the aforementioned loan. The lender, First Bank, is requiring as a part of the loan process, that the Duplin County Board of Commissioners hold a public hearing prior to the Boards consideration of a Resolution approving a \$2,000,000.00 tax-exempt loan from First Bank to Rose Hill volunteer Fire Department (also known as Rose Hill Firemen, Inc.) is applicable because of Section 150 (e) (3) and Section 147 (f) of the International Revenue Coe of 1986, as amended, and such approval does not obligate the County of its Board of Commissioners in any way regarding repayment of the debt.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to adopt a Resolution acknowledging and approving a \$2,000,000.00 (\$2

million) tax-exempt loan from First Bank to Rose Hill Firemen, Inc. for the purpose of constructing a Fire Station for Rose Hill Volunteer fire Department noting that such approval does not obligate the County or its Board of Commissioners in any way regarding repayment of the debt.

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

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

Motion was made by Commissioner Branch, seconded by Commissioner Garner to award the Animal Care, Control & Adoption Facility construction contract to Quadrant Construction, Inc subject to negotiations favorable to the County.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to adjourn until Monday, May 16th, 2022 at 6:00 p.m. for a Board of Commissioners meeting in the Administrative Building, located at 224 Seminary Street, Kenansville, NC.

Davis H. Brinson
Clerk to the Board

04/27/2022 11:13
chelseylanierDuplin County, NC
JOURNAL INQUIRYP 2
lgcjoing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	10	305	BUA	04/18/2022	04/18/2022	050222	chelseylanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT	OB
22	5165	42500					T					100.00
23	5114	42980					T	VEHICLE GASOLINE		4,600.00		
24	5129	42990					T	PROGRAM SUPPLIES		3,000.00		
25	5165	43530					T	INCENTIVES		650.00		
26	4320	41966					T	REPAIRS VEHICLES				4,100.00
27	4320	42993					T	INMATE HOUSING COUNTY		4,100.00		
28	6160	43031					T	PRISONER SUPPLIES				300.00
29	6160	44300					T	EVENT EXPENSES		300.00		
								RENT				
** 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	10	385	BUA	04/20/2022	04/20/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
							ACCOUNT DESCRIPTION					
1	5110	43510					T	REPAIRS BUILDING AND GROUNDS				2,706.00
2	5110	42490					T	VEHICLE SUPPLIES		2,706.00		
** 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	10	426	BUA	04/21/2022	04/21/2022	050222	che:sey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
1	5123	40121					SALARIES				1,417.00	

04/27/2022 11:13
chelseylanierDuplin County, NC
JOURNAL INQUIRYP 3
lgcjoing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	10	426	BUA	04/21/2022	04/21/2022	050222	chelseylanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
							ACCOUNT DESCRIPTION					
2	5123	43520					T				1,090.00	
3	5123	43250					T	REPAIRS & MAINTENANCE EQUIPME			327.00	
								POSTAGE				
** 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	10	427	BUA	04/21/2022	04/21/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
							ACCOUNT DESCRIPTION					
1	6160	43031					T					300.00
								EVENT EXPENSES				
2	6160	44300					T			300.00		
								RENT				
** 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	10	431	BUA	04/21/2022	04/21/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION			DEBIT	CREDIT	OB
1	5300	42100					T					2,000.00
2	5300	42500					T	HOUSEKEEPING				1,600.00
3	5300	43510					T	VEHICLE GASOLINE				4,900.00
4	5300	41990					T	REPAIRS BUILDING AND GROUNDS		8,500.00		
								PROFESSIONAL SERVICES				
** JOURNAL TOTAL										0.00		0.00

04/27/2022 11:13
chelsey.lanierDuplin County, NC
JOURNAL INQUIRYP 4
glcjeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	10	432	BUA	04/21/2022	04/21/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4130	43540					T SOFTWARE MAINTENANCE		2,500.00			
2	4130	43250					T POSTAGE		2,000.00			
3	4210	44300					T RENT		2,555.00			
4	4130	42600					T OFFICE SUPPLIES	7,055.00				
5	4210	44300					T RENT		1,000.00			
6	4210	42600					T OFFICE SUPPLIES	1,000.00				
** 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	10	471	BUA	04/25/2022	04/25/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4520	43530					T REPAIRS VEHICLES		3,000.00			
2	4520	44300					T RENT	200.00				
3	4520	42610					T COMPUTER SUPPLIES	200.00				
4	4520	43910					T MARKETING	1,000.00				
5	4520	43720					T PROMOTIONAL ITEMS	1,100.00				
6	4520	43250					T POSTAGE	500.00				
7	4180	41990					T PROFESSIONAL SERVICES		120.00			
8	4180	42600					T OFFICE SUPPLIES	120.00				
** JOURNAL TOTAL								0.00		0.00		

04/27/2022 11:13
chelsey.lanierDuplin County, NC
JOURNAL INQUIRYP 5
glcjeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	10	481	BUA	04/25/2022	04/25/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4910	42600					T OFFICE SUPPLIES		109.00			
2	4910	43250					T POSTAGE		38.00			
3	4910	43510					T REPAIRS BUILDING AND GROUNDS		20.00			
4	4910	43910					T ADVERTISING		480.00			
5	4910	44300					T RENT		23.05			
6	4910	44500					T INSURANCE AND BONDS		4.96			
7	4910	44910					T DUES AND SUBSCRIPTIONS		99.99			
8	4910	41990					T PROFESSIONAL SERVICES	775.00				
** 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	10	497	BUA	04/26/2022	04/26/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4380	42380					T ANIMAL INOCULATION INVENTORY		1,300.00			
2	4380	44910					T DUES AND SUBSCRIPTIONS	1,300.00				
3	4250	43210					T TELEPHONE		17.00			
4	4250	43540					T SOFTWARE MAINTENANCE	17.00				
5	7400	42010					T AUCTION FEES		1,000.00			
6	7400	42100					T HOUSEKEEPING		750.00			
7	7400	42600					T OFFICE SUPPLIES		750.00			
8	7405	43530					T REPAIRS VEHICLES	2,500.00				



04/27/2022 11:13
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

IP 6
glcjeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	10	497	BUA	04/26/2022	04/26/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
9	7400	40181					T SOCIAL SECURITY		75.00			
10	7405	40181					T SOCIAL SECURITY	75.00				
11	5114	45100					T CAPITAL OUTLAY			5,232.59		
12	5131	42980					T PROGRAM SUPPLIES			1,500.00		
13	5167	42980					T PROGRAM SUPPLIES			1,500.00		
14	5114	42600					T OFFICE SUPPLIES	5,232.59				
15	5151	42420					T IN HOUSE LAB	1,500.00				
16	5167	42980					T PROGRAM SUPPLIES	1,500.00				
17	5133	42980					T PROGRAM SUPPLIES			7,894.60		
18	5133	43210					T TELEPHONE	102.10				
19	5133	43911					T ADVERTISING	7,792.50				
** 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	10	499	BUA	04/26/2022	04/26/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4380	42380					T ANIMAL INOCULATION INVENTORY			1,400.00		
2	4380	43520					T REPAIRS & MAINTENANCE EQUIPME	1,300.00				
3	4380	43910					T ADVERTISING	100.00				
** JOURNAL TOTAL								0.00		0.00		



04/27/2022 11:13
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

IP 7
glcjeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	10	503	BUA	04/26/2022	04/26/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	4530	43510					T REPAIRS BUILDING AND GROUNDS			150.94		
2	4530	42120					T UNIFORMS	39.00				
3	4530	43540					T SOFTWARE MAINTENANCE	111.94				
** 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	10	504	BUA	04/26/2022	04/26/2022	050222	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	5139	43510					T REPAIRS BUILDING AND GROUNDS			1,476.15		
2	5114	45100					T CAPITAL OUTLAY			5,666.51		
3	5165	43110					T TRAVEL			684.47		
4	5165	42500					T VEHICLE GASOLINE			135.96		
5	5165	42990					T INCENTIVES			17.35		
6	5165	41990					T PROFESSIONAL SERVICES			2,001.13		
7	5139	42600					T OFFICE SUPPLIES	1,476.15				
8	5114	42600					T OFFICE SUPPLIES	2,178.57				
9	5114	42980					T PROGRAM SUPPLIES	3,487.94				
10	5165	42980					T PROGRAM SUPPLIES	364.16				
11	5165	43210					T TELEPHONE	1,366.33				
12	5165	43250					T POSTAGE	938.45				
13	5165	43250					T POSTAGE	169.97				
** JOURNAL TOTAL								0.00		0.00		

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ _____
Parcel Identifier No. 01-E174 Verified by Duplin County on the 2 day of May, 2022
By: _____
Mail/Box to: Grantee: 301 Thelma Drive #153, Casper, WY 82609
This instrument was prepared by: J. Timothy Wilson, Duplin County Attorney
Brief description for the Index: Lot #41 Block 53 Lot in Town of Warsaw
THIS DEED made this 2 day of May, 2022, by and between
GRANTOR GRANTEE
Duplin County, a body politic and corporate of the State of North Carolina Joshua Tree Associates, LLC
PO Box 910
Kernaville, NC 28349

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.
WITNESSETH, For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the Warsaw Township, Duplin County, North Carolina, more particularly described as follows:

SEE ATTACHED EXHIBIT A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions: Any unpaid taxes, easements, rights of way and restrictive covenants of record.
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Duplin County, a body politic and corporate of the State of North Carolina
By: Dexter B. Edwards (Entity Name) Dexter B. Edwards (Signature)
Print/Type Name: Dexter B. Edwards Chairman of the Duplin County Board of Commissioners

State of North Carolina - County of Duplin
I, Trishawn Taylor Hawkins, the undersigned Notary Public of the County and State aforesaid, certify that Dexter B. Edwards, Chairman, Duplin County Board of Commissioners personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 2 day of May, 2022.
My Commission Expires: January 15, 2026
Trishawn Taylor Hawkins Notary Public
Notary's Printed or Typed Name

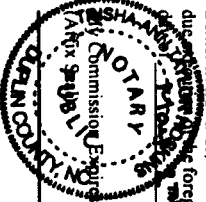


EXHIBIT A

Parcel ID No. 01-E174

Lot in Town of Warsaw and being lot #41 in block 53 as shown on plat recorded in book 127, Page 498, records of the Register of Deeds of Duplin County. The said lot faces on Pine Street and being a lot 52 1/2 feet by 210 feet. Being the same land described in that deed from John F. Gooding and his wife, Lottie Gooding, to Lottie Gooding recorded July 19, 1946, in Book 433, page 592 of the Duplin County Registry. And being the same land as described in a will from Lottie Gooding to John F. Gooding, Sr. and John F. Gooding, Jr. recorded in Estate File No. 85 E 21 at the Duplin County Clerk of Superior Court.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$	
Parcel Identifier No. 01-E251 Verified by <u>Duplin</u> County on the <u>2</u> day of <u>May</u> , 20 <u>22</u>	
By: _____	
Mail/Box to: Grantee: 724 South Gunn Street, Warsaw, NC 28398	
This instrument was prepared by: J. Timothy Wilson, Duplin County Attorney	
Brief description for the Index: Lot #28 Block 10 Map of Town of Warsaw	
THIS DEED made this <u>2</u> day of <u>May</u> 2022, by and between	
GRANTOR	GRANTEE
Duplin County, a body politic and corporate of the State of North Carolina PO Box 910 Kenansville, NC 28349	Edwin Rolando Gomer Roblero

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the Warsaw Township, Duplin County, North Carolina, more particularly described as follows:

SEE ATTACHED EXHIBIT A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions: Any unpaid taxes, easements, rights of way and restrictive covenants of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Duplin County, a body politic and corporate of the State of North Carolina
By: [Signature] (Print/Type Name: Dexter B. Edwards Chairman of the Duplin County Board of Commissioners)

I, Tamara-Lynn Tamm, Notary Public, the undersigned Notary Public of the County and State aforesaid, certify that Dexter B. Edwards, Chairman, Duplin County Board of Commissioners personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 2 day of January, 2021.

My Commission Expires: January 25, 2026
(Affix Seal of Public Notary)
[Signature]
Notary's Printed or Typed Name

EXHIBIT A

Parcel ID No. 01-E251

Lying and being in the Town of Warsaw on George Street and being lot #28 in Block 10 as shown on the official map of the Town of Warsaw, recorded in Book 216, Page 173, Duplin County Registry, and being the same lot conveyed by deed from D.L. Carlton, Commissioner of John Bowden Estate to C.A. Wornack, by deed duly recorded in the Public Registry of Duplin County, to which said map and deed referenced is hereby made for a more accurate description of said lot. And being the same and identical lands as conveyed by D.L. Carlton, Commissioner to Ella B. Wornack, Widow, and Leonora Wornack, and the same and identical lands as conveyed by Ella B. Wornack, Widow, and Leonora Wornack, Single to Lena Rich Smith by Deed dated February 20, 1937 and recorded in Book 394, Page 334 Duplin County Registry. See deed from Dancy Calvin Smith to Ruth Mae Smith and husband, Dancy Calvin Smith on record in deed Book 858, Page 401 of the Duplin County Registry.

County of Duplin Office of the County Commissioners



OLDER AMERICANS MONTH PROCLAMATION

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Duplin County includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

WHEREAS, Duplin County recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

WHEREAS, Duplin County can work to build an even better community for our older residents by: planning programs that encourage independence; ensuring activities are responsive to individual needs and preferences; increasing access to services that support aging in place.

NOW, THEREFORE, BE IT RESOLVED, that the Duplin County Board of Commissioners do hereby proclaim May 2022 to be Older Americans Month. We urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

Adopted this the 2nd day of May, 2022.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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

State of North Carolina
County of Wake

NORTH CAROLINA

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

MEMORANDUM OF AGREEMENT

2764

DUPLIN COUNTY LIBRARIES

This Agreement is hereby made between the North Carolina Department of Natural and Cultural Resources (hereinafter referred to as "Department"), on behalf of the State Library of North Carolina, 109 East Jones Street, Raleigh, NC, 27601 (hereinafter referred to as "State Library"), and Duplin County Libraries, Laura C. Jones, Director, 107 Bowden Drive, Kenansville, North Carolina 28349, laura.jones@duplincountync.com (hereinafter referred to as "Contractor" and together with "Department", the "Parties").

WITNESSETH

WHEREAS, the Department desires to engage the Contractor to perform the services hereinafter described;

THEREFORE, the Department and Contractor do mutually agree, and Contract as follows:

1. **Contractual Status:** The Department and Contractor agree that the Contractor shall perform the services required of the Contractor herein set forth; provided that the Contractor is not and will not by virtue of this contract acquire the status of an employee of the Department.

2. **Time of Performance:** The effective date of this Contract is upon final signature by all Parties and ends September 30, 2022.

3. **Time of Essence:** Time is of the essence in performing all activities regarding this Agreement.

4. **Background:** DNGR received a subaward for \$650,000.00 from the Governor's Emergency Education Relief Fund (GEER) for the State Library to develop and distribute digital literacy resources for students and families statewide, as recommended by the Andrea Harris Task Force. The Andrea Harris Task Force has designated the funding for this project to address the digital divide by equipping three to eight local North Carolina library systems with support for implementing a customized digital inclusion program using the digital readiness kit (previously developed by the State Library) and technology incentives to recruit participants to increase the impact of the program. The goal of this project is to expand digital inclusion and promote an accessible digital literacy toolkit that educates students and caregivers on the digital literacy skills that are critical to remote learning and workforce opportunities.

5. **Scope of Services:**

Contractor shall:

- A. Utilizing the Digital Literacy Toolkit created by the State Library, design and implement a program to increase digital inclusion and digital literacy in their library's service area, focusing on students and their families.

- B. Employ a Digital Navigator to provide one-on-one and group support around access, technology, and digital literacy.
- C. Address barriers, such as lack of transportation.
- D. Provide program participants with devices and options for home internet access.
- E. Purchase supplies necessary to support instruction activities.
- F. Purchase devices, hotspots and data plans and supplies needed to implement a digital inclusion/digital literacy program.
- G. Track performance metrics as specified by the State Library and participate in any other evaluation activities as requested by the State Library.
- H. Provide to the Contract Administrator no later than the 5th day of each month a report that includes the following information:
 - Total amount of funds received
 - Total amount of funds spent
 - Places of service
 - Number individuals served
 - Narrative about how the funds were used toward purpose of the subaward
 - Performance metrics

State Library will:

- A. Provide access to the Homework Gap Digital Literacy Toolkit.
- B. Provide training support for Contractor staff.
- C. Assist the Contractor as appropriate and necessary with the implementation of this project.
- D. Provide monitoring and oversight through a combination of periodic emails, calls, and review of reimbursement requests and reports.
- E. Report on this project to the North Carolina Pandemic Recovery Office (NC PRO) and the North Carolina Office of State Budget and Management (NC OSBM) in accordance with applicable federal and state requirements.
- F. Coordinate required evaluation activities.
- G. Serve as liaison between participating libraries and the State Government entities that administer these funds.

6. Compensation:

Contractor may invoice Department monthly as allowable expenses are incurred for staffing and program implementation. Contractor may submit a final invoice no later than September 30, 2022. The total amount of this Agreement shall not exceed \$52,000.00.

Allowable Expenses: Allowable expenses that the Contractor may invoice the Department for include costs to develop, distribute, and promote an accessible digital literacy program that educate students and caregivers on digital literacy skills that are critical to remote learning and workforce opportunities. Cost may include direct personnel costs for Digital Navigator (salaries and benefits for temporary staff to be employed for the project OR temporary staff to be employed to cover duties of full-time personnel while the full-time person works on the project), travel and subsistence incurred while implementing the digital literacy/digital inclusion programming, physical and digital materials, and related costs necessary to successfully implement this Digital Literacy Program, such as devices, equipment, data plans and supplies.

Unallowable Expenses: Unallowable expenses include, indirect costs, executive compensation, library advocacy activities and gift cards.

Amendments: No written or verbal changes and no substitutions are permitted without prior approval from DNCR Director of Procurement Cynthia Ammes (cynthia.ammes@ncdcr.gov, 919-814-6728). This Agreement shall not be amended orally or by performance, but only by written amendments duly executed by the Parties.

Invoice: Payment under this Agreement will be made upon receipt of an original invoice with the Contractor setting forth the amount due and payable pursuant to Paragraph 6 (Compensation) of this Agreement. It is the responsibility of the Department to determine the accuracy of the invoices and actual performance of the project. All invoices shall be submitted via mail or email to:

Mailing Address: Accounts Payable
North Carolina Department of Natural and Cultural Resources
4605 Mail Service Center
Raleigh, NC 27699-4605

Email Address: DNCRaccounts payable@ncdcr.gov

Amended or corrected invoices must be received by the Department within six months after the end of the contract period. Invoices received more than six months after the end of the contract period will be returned without action.

Payment Terms: Payment terms are not later than thirty (30) days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Agreement.

Payment Address (where invoice payments will be mailed)	
Organization Name	Duplin County Libraries
Mailing Address	107 Bowden Drive
City	Kenansville, NC 28349

Availability of Funds: All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and the Agreement shall automatically terminate if funds cease to be available.

13. **Agreement Administrators:**

Agreement Administrators for DNCR:

For All Day-To-Day Activities Described in Scope of Work	For All Other Contract Issues
Susan Forbes Assistant State Librarian State Library of North Carolina NC Dept. of Natural and Cultural Resources 4640 Mail Service Center Raleigh, NC 27699-4640 Phone: 919-814-6786 susan.forbes@ncdcr.gov	Cynthia Ammes Director of Procurement Administrative Services NC Dept. of Natural and Cultural Resources 4605 Mail Service Center Raleigh, NC 27699-4605 Phone: 919-814-6728 E-Mail: cynthia.ammes@ncdcr.gov

Contractor Agreement Administrator for Contractor:

Primary Contact or Project Manager	
Name	Laura C. Jones
Title	Director
Organization Name	Duplin County Libraries
E-mail address	laura.jones@duplincountync.com
Mailing address	107 Bowden Drive
City	Kenansville, NC 28349

14. **State Property:** The Contractor shall be responsible for the custody and care of any property furnished for use in connection with the performance of this Agreement and shall reimburse the Department for any loss or damage to said property. The Contractor further agrees not to release any information concerning the Department or its clients provided to him without the express written approval of the Department, that all such information is and shall remain confidential, and all reports and other documents prepared pursuant to this Agreement shall become the property of the Department and not released by the Contractor without the written approval of the Department.

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

16. **Advertising:** This Agreement shall not be used for any advertising by the Contractor.

17. **Governing Law:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

18. **Situs:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to is validity, construction, interpretation and enforcement shall be determined.

19. **Key Personnel:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department's Contract Administrator.

20.

Performance and Default: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the Department shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall be delivered to the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this Agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined. The authority to determine such damages lies with the North Carolina Industrial Commission pursuant to NCGS 143-291.

In case of default by the Contractor, the Department may procure the services from other sources.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Department may terminate this contract for cause.

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

21. **Termination:** The Department may terminate this Agreement at any time by giving thirty (30) days' notice in writing from the Department to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall be delivered to the Department and become its property. If the contract is terminated by the Department, as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

22. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the Department shall hereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination.

23. **Confidentiality:** Any information or documents given to, prepared by or assembled by the Contractor under this Agreement shall be kept confidential and not disclosed without the prior written approval of Department.

24. **Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

25. **Copyright:** No deliverable items produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Notwithstanding the foregoing, the Parties shall retain ownership rights to any copyrighted works developed independently under this agreement in accordance with U.S. copyright law.

26. **Publications.** The Contractor shall furnish the Department a copy of any proposed publication or public disclosure at least sixty (60) days in advance of the proposed publication date to allow for the protection of the Department's confidential information. The Contractor shall remove the Department's confidential information as described in Paragraph 21, Confidentiality, above, prior to publication or presentation unless the department expressly approves the disclosure of said confidential information in writing.
27. **Access to Persons and Records.** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64, 7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the Contractor of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three (3) years following completion of the contract.
28. **Inherent Services.** If any services, deliverables, functions or responsibilities not specifically described in the Contract are required for the proper performance, provision, and delivery of the services and deliverables (including, without limitation, the hardware, software, tangibles, and intangibles required hereunder) to be delivered by Vendor pursuant to the Contract (the "Solution"), or are an inherent part of or necessary sub-task included within the Solution, they will be deemed to be implied by and included within the scope of the Solution to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary to provide the Solution to be delivered by Vendor.
29. **Assignment.** This Agreement or any interest therein shall not be assigned or transferred by the Contractor. No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Department may:
- A. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- B. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
30. **Affirmative Action.** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, age, sexual orientation, or disability.
31. **Entire Agreement.** This Contract and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral or written statements or agreements.

- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
32. **General Indemnity.** The Contractor shall hold and save the Department, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Agreement. The Contractor represents and warrants that it shall make no claim of any kind or nature against the Department's agents who are involved in the delivery or processing of Contractor goods to the Department. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
33. **Sovereign Immunity.** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
34. **Gift Ban:** In accordance with N.C.G.S. § 133-32, it is unlawful for any vendor or contractor to make gifts or to give favors to any State employee of the Department. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency, (2) have performed under such a contract within the past year, or (3) anticipate bidding on such a contract in the future.
35. **Contract Documents:** The Contract shall consist of the following documents in order of precedence:
- A. Amendments to this Contract, if any
- B. This Contract
- In the event of a conflict between or among the terms of the Contract Documents, the term in the Contract Document with the highest precedence shall prevail. Amendments to the Agreement (if any) shall have the highest precedence, the Contract shall have the second highest precedence. These documents shall constitute the entire agreement between the parties and supersede all other prior oral or written statements or agreements.

Signature Page begins on the next page.

The remainder of this page is intentionally blank.

SIGNATURE PAGE

IN WITNESS WHEREOF, Contractor and the Department have each executed this Agreement.
DUPLIN COUNTY LIBRARIES

DocuSigned by:
Laura Davis
~~Catherine Jones~~
Director
2/4/2022
Date

NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
APPROVED FOR ADMINISTRATION

DocuSigned by:
Steve Meyer
~~Steve Meyer~~
Chief Deputy Secretary
2/8/2022
Date
APPROVED AS TO AVAILABILITY OF FUNDS
4602 532199 26052GE

DocuSigned by:
Joselyn Davis
~~Joselyn Davis~~
Chief Financial Officer
2/7/2022
Date

APPROVED FOR CONTRACT

DocuSigned by:
Laura Davis
~~Catherine Jones~~
Director of Procurement
2/4/2022
Date

NORTH CAROLINA
DUPLIN COUNTY
SERVICE CONTRACT

THIS CONTRACT is made and entered into this the ____ day of March, by and between the COUNTY of DUPLIN SHERIFF'S DEPARTMENT, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and INDEPENDENT HEALTH SERVICES, INC d/b/a IHS PHARMACY, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide services and medications under this Contract. Specifically, CONTRACTOR agrees, represents, warrants and covenants that, upon valid prescription order from prescribers employed or authorized by COUNTY, it will dispense and deliver prescription medication for the inmates in the Duplin County Jail. CONTRACTOR further agrees, represents, warrants and covenants that it will dispense medication and provide all services in accordance with all federal, state, and local laws and regulations, applicable governmental authorities, and any rules, regulations, policies and procedures of COUNTY and its jail, of which it is advised, consistent with the highest ethical standards applicable to CONTRACTOR's business. CONTRACTOR represents, warrants, and covenants that it has obtained all licenses, permits and authorizations required to provide and dispense medication, and otherwise provide services and perform its obligations under this Contract. It is agreed that time is of the essence with respect to all services to be performed under this Contract.

2. **TERM OF CONTRACT.** The Term of this Contract shall terminate effective June 30, 2022 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** COUNTY agrees to pay CONTRACTOR in accordance with this Contract, Attachment 1, and other mutually agreeable pricing guide(s). 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. **LICENSEURE, 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: County Manager
P.O. Box 910
224 Seminary Street
Kenansville, NC 28349

CONTRACTOR:

ATTN: IHS Pharmacy
c/o Roy and Myra Sanderson
P.O. Box 1428
504 McCurdy Ave. S. Suite 7
Reidsville, Alabama 35986

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 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

By: _____
Date Reviewed: _____

CONTRACTOR

By: _____
Printed Name: _____
Title: _____

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


Duplin County Finance Officer

DUPLIN COUNTY
By: 
Printed Name: **Dexter B. Edwards**
Title: **Chairman/Commissioner**

ATTACHMENT 1" to follow

ATTACHMENT 1

Refer to Medication Pricing List, to be mutually agreed upon by parties

TOP 25 MOST FREQUENTLY ORDERED MEDICATIONS

Duplin Co		
2/22/2022		
	AVERAGE QTY	AVERAGE PRICE
ACETAMINOPHEN 500MG	28.00	5.57
IBUPROFEN 600MG	28.00	11.25
OMEPRAZOLE 20MG	14.00	7.73
DIPHENHYDRAM 25MG	14.00	5.31
HYDROXYZINE PAM 25MG	28.00	17.53
ACETAMINOPHEN 325MG	26.00	5.52
ASPIRIN EC 81MG	14.00	5.23
ATORVASTATIN CA 80MG	14.00	8.45
BUSPIRONE HCL 10MG	28.00	9.13
CLOPIDOGREL BIS 75MG	14.00	7.37
LISINOPRIL 10MG	14.00	6.14
QUETIAPINE FUM 50MG	14.00	6.00
TIZANIDINE HCL 4MG	14.00	6.64
DIVALPROEX SOD DR 500MG	28.00	15.77
FUROSEMIDE 40MG	14.00	6.22
QUETIAPINE FUM 100MG	14.00	7.12
SMZ-TMP DS 800-160MG	14.00	9.45
AMLODIPINE 5MG	14.00	6.49
CARBAMAZEPINE 200MG	28.00	22.40
CYCLOBENZAPRINE HCL 10MG	28.00	9.47
FERROUS SULF 325MG	28.00	6.11
GABAPENTIN 600MG	42.00	18.43
GABAPENTIN 800MG	42.00	21.73
MECLIZINE 25MG	28.00	12.35
METFORMIN HCL 1000MG	28.00	7.69

Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

1
P
bgandent

04/27/2022 11:11
chelsey.lanier

Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P
bgdament 2

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 11	5 05/03/2022			BUA 050222C	1 1			
4	4310 42960		Sheriff	DRUG ENFORCEMENT UNIT		75,000.00	-20,000.00	55,000.00
	10-43-4310-0000-000-42960					05/03/2022		
5	4320 41966		JAIL	INMATE HOUSING COUNTY		122,973.00	-20,000.00	102,973.00
	10-43-4310-4320-000-41966					05/03/2022		
6	4310 43210		Sheriff	TELEPHONE		65,000.00	20,000.00	85,000.00
	10-43-4310-0000-000-43210					05/03/2022		
7	4310 43540		Sheriff	SOFTWARE MAINTENANCE		8,000.00	1,900.00	9,900.00
	10-43-4310-0000-000-43540					05/03/2022		
8	4312 40183		Mental Health Transport	HOSPITAL INSURANCE		6,000.00	2,435.00	8,435.00
	10-43-4310-4312-000-40183					05/03/2022		
9	4312 40184		Mental Health Transport	Life Insurance		10.00	9.00	19.00
	10-43-4310-4312-000-40184					05/03/2022		
10	4320 42200		JAIL	FOOD		255,000.00	31,000.00	286,000.00
	10-43-4310-4320-000-42200					05/03/2022		
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022 11	6 05/03/2022			BUA 050222C	1 2			
1	4530 34548		Airport	SALES: FUEL & OIL		-653,332.00	-320,500.00	-973,832.00
	65-70-4530-0000-000-34548					05/03/2022		
2	4530 42723		Airport	PURCHASES FUEL & OIL		546,377.00	300,000.00	846,377.00
	65-70-4530-0000-000-42723					05/03/2022		
3	4530 42730		Airport	SALES TAX		36,383.00	16,000.00	52,383.00
	65-70-4530-0000-000-42730					05/03/2022		
4	4530 42724		Airport	CREDIT CARD CHARGES		5,000.00	4,500.00	9,500.00
	65-70-4530-0000-000-42724					05/03/2022		
** JOURNAL TOTAL							0.00	



04/27/2022 11:11 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF

| P 3
| bgandent

CLERK: chelsey.lanier

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
LINE DESC									
2022 11	3								
BUA 5600-35613	05/03/2022	050222C				T C CONTRIBUTIONS TITLE III HEAL	5		57.00
BUA 5600-35617	05/03/2022	050222C				T C CONT HOUSING & HOME IMP	5		50.00
BUA 5608-42600	05/03/2022	050222C				T OFFICE SUPPLIES	5	57.00	
BUA 5615-43510	05/03/2022	050222C				T REPAIRS BUILDING AND GROUNDS	5	50.00	
JOURNAL 2022/11/3						TOTAL		.00	.00
2022 11	4								
BUA 4310-34315	05/03/2022	050222C				T SHERIFFMENTAL HEALTH TRANSPORT	5		14,817.00
BUA 4312-40121	05/03/2022	050222C				T SALARIES	5	12,000.00	
BUA 4312-40181	05/03/2022	050222C				T SOCIAL SECURITY	5	852.00	
BUA 4312-40182	05/03/2022	050222C				T RETIREMENT	5	1,965.00	
JOURNAL 2022/11/4						TOTAL		.00	.00
2022 11	5								
BUA 4310-42007	05/03/2022	050222C				T DNA ANALYSIS	5		5,000.00
BUA 4310-43940	05/03/2022	050222C				T CLEANING SERVICE	5		1,000.00
BUA 4310-43520	05/03/2022	050222C				T REPAIRS & MAINTENANCE EQUIPME	5		9,344.00
BUA 4310-42960	05/03/2022	050222C				T DRUG ENFORCEMENT UNIT	5		20,000.00
BUA 4320-41966	05/03/2022	050222C				T INMATE HOUSING COUNTY	5		20,000.00
BUA 4310-43210	05/03/2022	050222C				T TELEPHONE	5	20,000.00	
BUA 4310-43540	05/03/2022	050222C				T SOFTWARE MAINTENANCE	5	1,900.00	
BUA 4312-40183	05/03/2022	050222C				T HOSPITAL INSURANCE	5	2,435.00	
BUA 4312-40184	05/03/2022	050222C				T Life Insurance	5	9.00	
BUA 4320-42200	05/03/2022	050222C				T FOOD	5	31,000.00	



04/27/2022 11:11 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF

| P 4
| bgandent

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
LINE DESC									
JOURNAL 2022/11/5						TOTAL		.00	.00
2022 11	6								
BUA 4530-34548	05/03/2022	050222C				T SALES: FUEL & OIL	5		320,500.00
BUA 4530-42723	05/03/2022	050222C				T PURCHASES FUEL & OIL	5	300,000.00	
BUA 4530-42730	05/03/2022	050222C				T SALES TAX	5	16,000.00	
BUA 4530-42724	05/03/2022	050222C				T CREDIT CARD CHARGES	5	4,500.00	
JOURNAL 2022/11/6						TOTAL		.00	.00



04/27/2022 11:11 | Duplin County, NC
chelsey.lanier | BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 5
bgament

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

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

Powers and duties of the Board

Oath of Office

I, James Ralph Britt Jr

Do solemnly swear (or affirm) that I will support and maintain the Constitution and the laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a member of the Board of Equalization and Review of Duplin County, North Carolina, and that I will not allow my actions as a member of the Board of Equalization and Review to be influenced by personal or political friendships or obligations, so help me God.

Signature James Ralph Britt Jr

Sworn to and subscribed before me this 21st day of April, 2022.

Sylvia W. Houston
Sylvia W. Houston, Assistant Clerk of Superior Court, Duplin County

CONFLICT OF INTEREST POLICY

Board of Equalization and Review are obligated to always act in the best interest of Duplin County.

- A. The members of the Board of Equalization and Review should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors.
- B. No Officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his/her knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The office, employee or agent;
 - 2. Any member of their immediate family;
 - 3. Their partner;
 - 4. An organization in which any of the above is in officer, director or employee;
 - 5. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment.
- C. Disclosure – Any possible conflict of interest shall be disclosed by the person or persons concerned.
- D. Board of Action – When a conflict of interest is relevant to a matter requiring action by the board of equalization and Review, the interested person(s) shall call it to the attention of the Board and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall retire from the room during the vote of the Board. When there is a doubt as to whether a conflict exists, the matter shall be resolved by the vote of the Board, excluding the person(s) concerning whose situation the doubt has arisen. In addition, the Board can request advice from the County Attorney prior to determination.

E. Record of Conflict – The official minutes of the Board shall reflect that the conflict of interest was disclosed and the interested person(s) was (were) not present during the final discussion or vote and did not vote on the matter.

Print Name James Ralph Batts Jr

Signature James Ralph Batts Jr

RESOLUTION 2022_27

County of Duplin

Officer of the County Commissioners



RESOLUTION APPROVING A \$2 MILLION TAX-EXEMPT LOAN FROM FIRST BANK TO ROSE HILL FIREMEN, INC. FOR THE PURPOSE OF CONSTRUCTING A FIRE STATION FOR THE ROSE HILL VOLUNTEER FIRE DEPARTMENT

State of North Carolina
County of Duplin

WHEREAS, the Rose Hill Volunteer Fire Department (also known as Rose Hill Firemen, Inc. or the "VFD"), desires to construct a new fire station located at 109 South Sycamore Street in the Town of Rose Hill, North Carolina 28458; and

WHEREAS, the newly constructed fire station will be owned and operated by the Rose Hill Volunteer Fire Department (also known as Rose Hill Firemen, Inc. or the "VFD"); and

WHEREAS, the Rose Hill Volunteer Fire Department (also known as Rose Hill Firemen, Inc. or the "VFD"), has secured a \$2,000,000.00 tax-exempt loan from First Bank for the purpose of constructing the new fire station.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners of Duplin County, North Carolina does hereby approve (within the scope of the qualifying language set forth below) a tax-exempt loan to the Rose Hill Volunteer Fire Department (also known as Rose Hill Firemen, Inc. or the "VFD") from First Bank in the principal amount of \$2,000,000.00, which loan is for the following purpose: the construction of a fire station for the VFD. The fire station will be owned and operated by the VFD at the following address: 109 South Sycamore Street, Rose Hill, NC 28458.

RESOLVED, FURTHER, that the approval of the loan to the VFD set forth above is given solely for the purpose of the public approval requirement for tax exempt financing applicable to the VFD because of Section 150(e)(3) and Section 147(f) of the Internal Revenue Code of 1986, as amended, and such approval does not obligate the County or its Board of Commissioners in any way regarding repayment of the debt.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the County of Duplin, to be affixed on this the second day of May, 2022.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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

County of Duplin

Office of the County Commissioners



RESOLUTION IN MEMORIAM OF RICKY LYNN KENNEDY

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Ricky Lynn Kennedy was born in Duplin County on October 24, 1952 and died on January 5, 2022, and

WHEREAS, Ricky Lynn Kennedy was a life-long resident of Duplin County and the Beulaville Community and a faithful husband, father, grandfather and great grandfather; and

WHEREAS, Ricky Lynn Kennedy was a faithful member of Cabin Missionary Baptist Church, serving in the capacity of Sunday School Superintendent, Deacon and on various other committees; and

WHEREAS, Ricky Lynn Kennedy owned and operated a small business in Duplin County for over fifteen years; and

WHEREAS, Ricky Lynn Kennedy taught in the Duplin County Public Schools for over fifteen years; and

WHEREAS, Ricky Lynn Kennedy was a licensed pilot and avid supporter of general aviation; and

WHEREAS, Ricky Lynn Kennedy served faithfully as a member of the Duplin County Airport Commission from September 1994 until his death in January 2022; and

WHEREAS, the Duplin County Airport Commission unanimously recommended a Resolution of Respect for his service to Duplin County be approved by the Duplin County Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED that the Duplin County Board of Commissioners hereby acknowledge with respect the life of Ricky Lynn Kennedy for his outstanding service and contributions to the citizens of Duplin County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the County of Duplin, to be affixed on this the second day of May, 2022.

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


Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2022-2023

Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?
Yes
- B. Are members appointed for two-year terms and are those terms staggered?
Yes
- C. Is membership reflective of social-economic and racial diversity of the community?
Yes
- D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?
No

If not, which positions are vacant and why?
Some positions are vacant; every effort is made to fill vacancies as they occur and with statutorily required members.

Organization

- A. Does the JCPC have written Bylaws?
Yes
- B. Bylaws are Attached
- C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.
Yes
- D. Does the JCPC have written policies and procedures for funding and review?
Yes
- E. These policies and procedures Attached
- F. Does the JCPC have officers and are they elected annually?
Yes

Meetings

- A. JCPC meetings are considered open and public notices of meetings is provided.
Yes
- B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings?
Yes
- C. Does the JCPC meet six (6) times a year at a minimum?
Yes
- D. Are minutes taken at all official meetings?
Yes
- E. Are minutes distributed prior to or during subsequent meetings?
Yes

Planning

- A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process?
Yes
- B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS?
Yes
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?
Yes

Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?
Yes
- ☒ RFP, Distribution List, and Advertisement attached
- B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?
Yes

No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?
Yes

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Briefly outline the plan for correcting any areas of standards non-compliance.
The JCPC makes an ongoing effort to recruit and fill vacancies in the statutorily required positions. Other at-large positions may be vacant but are not required positions. The intention was to fill the student vacancy from a Community College student, but the pandemic has put that on hold.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Dr. Leon Kea	Dir. Dropout Prevention	☒	Black or African-American	Male
2) Chief of Police or designee	James Crayton	Chief of Police		White	Male
3) Local Sheriff or designee	Lance Turner	Sgt. Duplin County Sheriff's Office	☒	White	Male
4) District Attorney or designee	Jason McGurt	Assistant District Attorney	☒	White	Male
5) Chief Court Counselor or designee	Wendell Boykins	Chief		Black or African-American	Male
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Melissa Reese	Comm. Relations Specialist, Eastpointe	☒	White	Female
7) Director DSS or designee	Sonya Armstrong	Social Worker	☒	Black or African-American	Female
8) County Manager or designee	Davis Brinson	County Manager		White	Male
9) Substance Abuse Professional	Jasmine Williams	4-H Prevention Coordinator		Black or African-American	Female
10) Member of Faith Community	Rev. A.J. Connors	Pastor		Black or African-American	Male
11) County Commissioner	Jesse Dove	Commissioner		Black or African-American	Male
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney					
15) Chief District Judge or designee	Hon. Mario White	District Court Judge	☒	Black or African-American	Male
16) Member of Business Community					
17) Local Health Director or designee	Ashley Reiger	Social Worker Supervisor	☒	White	Female
18) Rep. United Way/other non-profit					
19) Representative/Parks and Rec					
20) County Commissioner appointee	Darryl McCaster	Juvenile Court Counselor		Black or African-American	Male
21) County Commissioner appointee	Penny Thome	Extend Connects Workforce Development		Black or African-American	Female
22) County Commissioner appointee	Tracy Chestnut	County Finance Officer		White	Female

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
23) County Commissioner appointee	Trisha-Ann Hoskins	Deputy Clerk to the Board of Commissioners		Two or More Races	Female
24) County Commissioner appointee					
25) County Commissioner appointee					
26) County Commissioner appointee					

Duplin County
NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 2212,657 Local Match: \$ 31,970 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Aliter and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% from DPS-JCPC Programs
			County Cash Match	Local Cash Match	Local In-Kind				
1	Duplin Juvenile Psychological Services - MCEC	\$10,150			\$1,015			\$11,165	9%
2	Diversity Matters Achievement Structured Learning	\$45,000			\$15,131			\$60,131	20%
3	Duplin Reentry/Community Services and Team	\$78,258			\$7,904			\$86,173	9%
4	Court - MCEC	\$77,738			\$7,920			\$85,658	9%
5	Building Peace in Schools - MCEC	\$1,500						\$1,500	
6	JCPC Administration								
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									
63									
64									
65									
66									
67									
68									
69									
70									
71									
72									
73									
74									
75									
76									
77									
78									
79									
80									
81									
82									
83									
84									
85									
86									
87									
88									
89									
90									
91									
92									
93									
94									
95									
96									
97									
98									
99									
100									
TOTALS:		\$212,657			\$31,970			\$244,627	13%

The above plan was derived through a planning process by the Duplin County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 22-23.

Chairperson, Board of County Commissioners (Date) 5.12.2022
or County Finance Officer

SERVICES FOR THE AGED
REPORT OF SERVICES

PROGRAM	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21
INSTITUTION/CONGREGATE							
Units of Service	1205	1293	1161	1089	1052	1228	1454
Clients Served	108	109	104	108	91	105	108
Wellness Checks/Community Outreach	0	0	0	0	0	15	32
# of volunteers	23	16	16	15	15	14	16
HOMEBOUND MEALS							
Units of Service	1530	1156	1735	1410	1615	1240	1305
Clients Served	81	77	76	72	71	65	67
Waiting List	0	0	0	0	0	0	0
# of volunteers	25	21	24	33	26	22	21
# of volunteer hrs.	29	25	29	29	34	26	25
GENERAL TRANSPORTATION							
Units of Service	309	252	249	234	218	292	362
Clients Served	9	8	8	9	7	10	11
IN HOME AIDE							
Units of Service	650	548	472	489	487	541	650
Clients Served	100	96	84	88	93	95	99
Waiting List	42	47	53	48	47	37	39
ENSLINE							
# of cases	139	121	116	116	141	149	131
Clients Served	80	80	79	63	82	87	71
HOUSING & HOME IMPROVEMENT							
Units of Service	1	0	0	0	0	0	2
Waiting List	2	2	2	2	2	2	0
# of volunteer hrs.	10	0	0	0	0	0	13
# of volunteers	45	0	0	0	0	0	11
FAMILY CAREGIVER PROGRAM							
Persons served w/vouchers	1	0	1	0	0	2	1
INCONTINENCE SUPPLIES							
Units of Service	2	0	4	0	0	0	0
Clients Served	1	0	1	0	0	0	0
FAM PROGRAM							
Fans given away	0	0	0	0	0	0	0
SENIOR CENTER PROGRAM							
Units of Service	81	86	76	61	57	83	94
Clients Served	16	18	16	19	13	17	23
# of volunteers	5	8	2	3	7	2	2
# of volunteer hrs.	8	17	10	11	13	4	4
TELEPHONE REASSURANCE PROGRAM							
Units of Service	596	561	540	525	434	424	398
Clients Served	25	24	24	23	22	21	21
INFORMATION & REFERRAL							
Units of Service	13	28	17	15	9	16	21
Clients Served	13	31	17	15	9	9	20
TRAINING - EMPLOYEE (QUANTITLY)							
Number of hours	31.5	0	0	35.5	0	0	32
Number of staff	17	0	0	19	0	0	13
INCOME TAX VOLUNTEER PROGRAM							
Number of hours	0	0	41	69	176	262	303
Number of staff	0	0	2	9	9	9	9
MEAL COST							
Meals Prepared	2686	2737	2559	3208	2497	2545	3305
Total Expenditures	\$ 17,148.12	\$ 19,610.91	\$ 16,734.09	\$ 18,568.47	\$ 16,567.92	\$ 16,794.08	\$ 20,391.24
Price per meal	\$ 6.36	\$ 7.17	\$ 6.54	\$ 5.79	\$ 6.64	\$ 6.60	\$ 6.17
FAMILY CAREGIVER - SUPPORT GROUP							
Persons served	3	3	5	2	3	2	4

GROCERY PICKUP							
Units of Service	0	0	0	0	0	0	0

DUPLIN COUNTY

February 2022 to March 2022 (FY2022) Monthly Report

Month	Attendance w/ Outreach	\$ Cash/ Donations	Volunteer Hrs.
July	107	\$66.00	-
Aug	52	\$48.00	-
Sep	53	\$0	9.25
Oct	589	\$27.00	3.75
Nov	90	\$0	2
Dec	28	\$41.00	24
Jan	14	\$30.00	21
Feb	55	\$86.00	-
Mar	76	\$47.10	-
Apr			
May			
June			
TOTAL	1,064	\$345.10	60

- ❖ Buildings and Grounds:
 - Staff worked on obtaining estimates for the following projects:
 - Installation of gutters on the museum's main building (3 companies contacted).
 - Installation of insulation under the museum's main building (2 companies contacted).
 - Maintenance repair work on the tobacco barn (5 companies contacted).
 - Tree service for trimming branches by the tobacco barn, and for dead tree removal (5 companies contacted).
 - New shingles for the roofs of the blacksmith shop and schoolhouse (2 companies contacted).
 - Landscaping in the botanical garden (1 company contacted).
 - Shutters for the back of the Kelly-Farrior House (1 company contacted).
 - Staff cleaned the general store, schoolhouse, and log cabin. The blacksmith shop was raked of leaves.
 - Staff prepared buildings, gardens, and galleries for tours.
- ❖ Tours and Events
 - A small tour was scheduled for and given on February 11, 2022 – six (6) people attended.
 - A church group toured the museum on Thursday, March 17, 2022. Twelve (12) people attended.
 - Temple Baptist Church scheduled a tour of 30 people for Saturday, March 19, 2022, at 1:30 p.m., but did not show up at the museum.

- Grotke scheduled a second grade class from Hobbron Elementary School (Sampson County) to tour the Cowan Museum and Liberty Hall at 9:30 on May 6, 2022. It is expected that 67 people (children and teachers) will be in attendance. Laura Jones from the County Library has volunteered to help by leading tours in the schoolhouse.
 - Grotke scheduled a tour of 15-20 people from Daycare at Pin Hook at 10:30 a.m. on Wednesday, July 20, 2022.
- ❖ Joann Cowan Botanical Garden, Kitchen Garden, Wet Meadow and Ag Garden:
 - Staff maintained the museum's gardens during the months of February and March.
 - Andy and Sandy of Habitat Gardens, LLC, planted a new Witch-hazel tree, cleaned up leaves in the wet meadow, and delivered two handmade benches for the grounds.
 - The tobacco plants donated by the NC Cooperative Extension were pruned of their dead stems and are growing nicely in a raised bed planter. The cotton plants were also pruned.
- ❖ NC Science Museums Grant Program:
 - The NC Science Museums Grant Program contract for FY2022 was approved by Duplin County Commissioners on Monday, March 21, 2022. The signed contract was then sent to the granting organization.
 - Museum STEM Educator Anne Skinner returned to work after being on furlough on Thursday, March 24, 2022.
 - A new computer for the museum was purchased to replace one bought in 2016.
 - Grotke continued to work on a book about the garden, which is one of the FY2022 grant projects. Work included such things as writing additional sections/chapters; research; creating artwork; purchasing an ISBN number; and obtaining updated printing quotes. In addition, chapters were reviewed by Duplin Winery (*Children of the Mother Vine*) Ed Emory (*The Story of the Fig Tree*), and Anne Skinner (*The Soil beneath Our Feet is Alive and Spirals in the Garden*). Habitats Gardens also reviewed both common and scientific names in a section that includes a list of plants growing at the museum. Lastly, an editor was chosen for the final review of the book.
- ❖ Collections and Donations:
 - The collections storage room and storage spaces in the museum were cleaned/maintained.
 - Staff worked on artifact records in the database (PastPerfect).
 - The following items were added to the collections:
 - A book written by local author Mary Anne Russ, *Wallace, NC: Home, Sweet Home*, was donated to the museum, which was placed in the reference collection.
 - A book, *A Mess of Greens: Southern Gender & Southern Food*, by Elizabeth S. D. Engelhardt was added to the reference collection.
- ❖ Professional Outreach and Community Resource Assistance:
 - Anne Skinner participated as a Master Teacher at the Geoscience Teaching Outdoors in NC Spring Retreat during the weekend on March 26, 2022. Teachers and presenters from agencies, museums, and universities gathered to share lessons, activities, information, and resources.

Anne led the teachers in an activity of acting out the tectonic and geologic history of NC using cardboard cutouts of continents, terranes, and oceans.

- Skinner is currently compiling a list of summer 2022 programs that will be available to families and groups, which will be posted on the museum's website.

❖ General/Other:

- Grotke participated in a mandatory online IT training session on February 22, 2022.
- Grotke worked on FY2023 budget.
- "Thank you" letters were sent to donors for recent donations.
- Computer files were organized.
- Updates were made to the website and items of interest were posted onto the museum's social media sites (Facebook, Twitter, and Instagram).
- Grotke signed off on P- card purchases and turned in monthly P-Card reports.
- Supplies were ordered.
- Donation money was submitted to the finance office.
- Galleries were swept and other janitorial duties were done.



AGREEMENT BETWEEN

EASTPOINTE HUMAN SERVICES

AND

COUNTY OF DUPLIN PREVENTION PROGRAM
Prevention Program FY 21-22

AMENDMENT 2

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

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

A. GENERAL RESPONSIBILITIES

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

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

B. CLIENT RECORDS AND CONFIDENTIALITY

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

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

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

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

III. GENERAL PROVISIONS

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

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

E. It is understood that should The Prevention Site for any reason be unable to operate the program as set out above, a final accounting of all receipts and expenditures will be made. In addition, all equipment purchased under this agreement and money on hand in the Prevention Site account dispensed under this Agreement will become the property of the LME and will remain in the Substance Abuse program of the LME.

F. Any disagreements that occur while the Agreement is in effect, shall be presented to the LME's Clinical Director. If the disagreement cannot be resolved at this level, the LME's Clinical Director will contact the LME's Area Director for a disposition. The Prevention Site has the right to appeal any decision to the Area Board of the LME.

G. Budget revisions, if applicable, shall be prepared by the LME and the Prevention Site in accordance with the guidelines set forth by the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services.

IV. APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:
PO Box 369
Beaumont, NC 28518

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

Sarah Stroud, CEO
Eastpointe Human Services

Dexter B. Edwards
Duplin County Chairman

Date: _____

Date: May 2nd, 2022

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services

Date: _____



FY 21-22
AGREEMENT BETWEEN

COUNTY OF DUPLIN 4H PREVENTION PROGRAM
(Provider ID): INVOICE ONLY AMENDMENT I

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

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

Each funded grantee is expected to:

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

The funding is for the following:

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

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

SPECIAL CONDITIONS:

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

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

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

SPECIAL REPORTING REQUIREMENTS:

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



FY 21-22
AGREEMENT BETWEEN
COUNTY OF DUPLIN 4H PREVENTION PROGRAM
AMENDMENT 2

Duplin County 4 H Program is allocated \$19,880 in Substance Abuse Prevention and Treatment Block Grant (SAPTBG) COVID-19 Supplemental funds on a one-time basis to Duplin 4H Prevention.

Eligible expenditures must be incurred during the period of April 1, 2022, through June 30, 2022.

The funding is for the following:

Program Enhancements for Youth and Parent Education and Environmental Strategies:

- Targeted media efforts (geofencing, Facebook ads, etc.)
 - ** Environmental scans are not allowed with this funding opportunity.
- Workforce Development and Retention:
 - One-time COVID relief for direct service prevention staff. One-time COVID Prevention Staff Retention adjustments: \$2500 for full-time staff; \$1250 for part-time staff (20+ hours per week). Providers have the option to provide this relief to part-time staff who work less than 20 hours per week at an amount between \$500 to \$1000. It is strongly recommended that all providers take advantage of this one-time opportunity in recognition of their staff's efforts during COVID.
 - Staff mileage for prevention efforts between April 1 – June 30, 2022
- Office Supplies and Technology Upgrades:
 - The purchase of office supplies, technology and equipment enhancements that support the implementation of primary prevention services (e.g., laptops, tablets, lamination, software, etc.)

SPECIAL REPORTING REQUIREMENTS:

The following reporting requirements are required as referenced in G.S. 122C-144.1. Budget Format and Reports. In order to ensure the Division has complete and accurate information on services provided and expenditures, reporting of all services is required through and the Financial Reporting Tool, Financial Status Reporting Monthly Expenditure Detail worksheets.

SPECIAL CONDITIONS:

1. The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO;

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

- 16. Agencies or organizations receiving federal funds are required to receive prior written approval from the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section regarding the use of evidence-based program nominal incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal incentives offered, and the manner of utilization of any such approved incentives for clients, recipients, students, or other persons. "Nominal incentives" are restricted to those incentives of no more than twenty-five dollars (\$25.00) in value, per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets or other inappropriate products or materials. Incentives may not be offered to staff, interns, contractors, consultants, board members, consultants, volunteers, or any other individuals who are not enrolled as recipients in the program of behavioral health services;
- 17. SAPTBG funds are prohibited to be used for the purchase or improvement of land, purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles;
- 18. SAPTBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e., Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
- 19. SAPTBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
- 20. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
- 21. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State;
- 22. SAPTBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2022 at an annual salary of \$226,300;
- 23. Federal funds shall not be utilized for law enforcement activities;
- 24. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself;
- 25. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature;

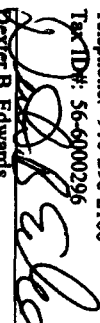
APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:
PO Box 369
Beaufort, NC 28518

Sarah Stroud, CEO
Eastpointe Human Services

Date: _____

CONTRACTOR Mailing Address:
224 Seminary Street
Kernsboro, NC 28349-9025
Telephone: 910-296-2100
Fax: 910-296-2100


Dexter B. Edwards
Duplin County Chairman

Date: May 2nd 2022

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services

Date: _____