



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, October 3rd, 2022

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, October 3rd, 2022 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Absent: Commissioner: Dexter B. Edwards

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

Call to Order

The meeting was called to order by Vice-Chairman Thompson who presided over the meeting in the Chairman's absence.

Invocation and Pledge of Allegiance

Invocation was given by Vice-Chairman Thompson. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the September 19th, 2022 and September 29th, 2022 Board of Commissioners meetings 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- #19719-19750; Agreement Between Eastpointe Human Services and Duplin County Preservation Program (4H) for Fiscal Year 2022-23; Revised FY24 Federal and State Grants Required Forms for the Public Transportation Department (DBE/MBE/WBE/HUB Anticipated Vendor Awards form; Delegation of Authority form; and Title VI Program Report).

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA**Public Comments**

Angela B. Mainor of Warsaw appeared before the Board during public comments to urge the public to attend the commissioner's meetings in order to be better informed about what is going on in the County. Ms. Mainor pointed out that a rumor is spreading that the County is spending \$6 million on a new animal shelter. She went on to say that the citizens need to cease making assumptions of what goes on in the county and to also end the spread of misinformation about projects that are moving forward in the county.

End Public Comments

Mr. Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to receive any road concerns from the Members of the Board of County Commissioners or the public on behalf of the NC Department of Transportation. Commissioner Thompson wished the Manager to receive an update from NCDOT on the status of the reopening of the bridge on NC Hwy. 11 near Wallace Elementary School.

Joe Newburn, Animal Services Supervisor, appeared before the Board to request the appointment of Mrs. Bobbie Kennedy, prior Animal Services Clerk, to the Animal Advisory Board.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to appoint Bobbie Kennedy to the Animal Advisory Board.

Joe Newburn, Animal Services Director, appeared before the Board to request the acceptance of the contract between Duplin County Animal Services and DVM Owens Large Animal Clinic.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the contract between Duplin County Animal Services and DVM Owens Large Animal Clinic.

Frankie Herring, IT Director, appeared before the Board to request approval and funding for a project for a door access control & county employee ID badge system be funded. The county would like to implement a new badge system that will be an all-in-one solution for employee ID badges and door access control to county buildings. We currently have several different types of systems that require different types of badges and support vendors. Door access control systems are digital security systems that ensure authorized access to county buildings. They ensure only authorized personnel are entering our buildings while keeping unauthorized personnel out. This can be extremely efficient in avoiding trespassing, vandalism, and other criminal activity that may take place. The access permissions will be granted per department. This will be a multi-phase project and will be implemented as approved. We will be starting with the following buildings; Health, Administration, EMS, to include the EOC area, Inspections, Communications, Social Services, and Tax. The total cost for Phase 1 of this project will be \$75,408.79.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve a door access control and county employee ID badge system to help secure all buildings included in the 1st phase.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to present the desired promoter agreement Duplin County Events Center wishes to enter into an agreement with Romeo Entertainment group to co-promote a live performance event at the Events Center featuring a mutually agreeable artist on a mutually agreeable date on or around January 20, 2023. The estimated revenue for the event is \$26,000 based on the sale of 2,600 tickets.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the agreement between Duplin County and Romeo Entertainment Group and authorize the County Manager to execute the contract upon final approval from the County Attorney.

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

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to recess until Tuesday, October 4th, 2022 at 7:30 a.m. for a Commissioners Meeting in Williams Building Room 100 located on the campus of James Sprunt Community College located at 159 James Sprunt Drive in Kenansville, N.C.



Davis H. Brinson
Clerk to the Board

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Duplin County, NC

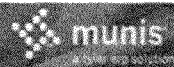


JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	03	252	BUA	09/14/2022	09/14/2022	100322	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5167	43250					T					172.36	
2	5167	42990					T	POSTAGE			172.36		
								INCENTIVES					
** 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	
2023	03	266	BUA	09/15/2022	09/15/2022	100322	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5185	41990					T					9,500.00	
2	5185	42013					T	PROFESSIONAL SERVICES			2,500.00		
3	5185	42370					T	LAB PROCESSING			6,300.00		
4	5185	43110					T	INJECTABLES			700.00		
								TRAVEL					
** 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	
2023	03	362	BUA	09/19/2022	09/19/2022	100322	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	4181	41804					T					340.02	
2	4181	42600					T	A E & P RESERVE			340.02		
								OFFICE SUPPLIES					
** JOURNAL TOTAL											0.00	0.00	

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Program ID: gicjehna

Duplin County, NC



JOURNAL INQUIRY

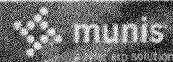
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LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	6160	43031					T	EVENT EXPENSES				8,500.00
2	6160	43540					T	SOFTWARE MAINTENANCE	2,500.00			
3	6160	42600					T	OFFICE SUPPLIES	6,000.00			
4	4920	43110					T	TRAVEL				2,100.00
5	4920	42980					T	PROGRAM SUPPLIES	2,000.00			
6	4920	44910					T	DUES AND SUBSCRIPTIONS	100.00			
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	03	487	BUA	09/27/2022	09/27/2022	100322	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4920	45000					T	GRANTCLIENTS				2,200.00
2	4920	44910					T	DUES AND SUBSCRIPTIONS	200.00			
3	4920	43520					T	REPAIRS & MAINTENANCE EQUIPME	2,000.00			
4	6144	41860					T	WORKERS COMPENSATION				200.00
5	6144	43110					T	TRAVEL				86.32
6	6144	42980					T	PROGRAM SUPPLIES				20.87
7	6144	43510					T	REPAIRS BUILDING AND GROUNDS				122.50
8	6144	43912					T	PRINTING				614.02
9	6144	40121					T	SALARIES	1,043.71			
10	5114	42370					T	INJECTABLES				1,000.00

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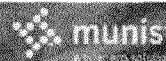


JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	03	487	BUA	09/27/2022	09/27/2022	100322	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
11	5129	42420					T					1,106.70	
12	5155	41990					T	IN HOUSE LAB				7,500.00	
13	5114	41990					T	PROFESSIONAL SERVICES	1,000.00				
14	5129	41990					T	PROFESSIONAL SERVICES	1,106.70				
15	5165	41990					T	PROFESSIONAL SERVICES	7,500.00				
** 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	
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LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5164	44500					T					1,000.00	
2	5167	43540					T	INSURANCE AND BONDS				1,000.00	
3	5164	42410					T	SOFTWARE MAINTENANCE	1,000.00				
4	5167	42980					T	PHARMACY	1,000.00				
PROGRAM SUPPLIES													
** JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	03	529	BUA	09/28/2022	09/28/2022	100322	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5155	41990					T					9,893.00	
2	5155	43210					T	PROFESSIONAL SERVICES	1,500.00				
TELEPHONE													

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Duplin County, NC



JOURNAL INQUIRY

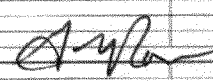
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LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
3	5157	40121					T				5,500.00		
4	5157	40181					T	SALARIES			600.00		
5	5157	40182					T	SOCIAL SECURITY			825.00		
6	5157	40183					T	RETIREMENT			574.00		
7	5157	40184					T	HOSPITAL INSURANCE			1.00		
8	5165	41990					T	Life Insurance			893.00		
PROFESSIONAL SERVICES													
** JOURNAL TOTAL											0.00	0.00	
** GRAND TOTAL											0.00	0.00	

7 Journals printed

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

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE OCTOBER 1, 2022

ORDER NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	RECORD NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LAND LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19719	ALSTON, DEREK LAMAR	08			2022	0073090						\$ 110.00	\$ 110.00	SWMH IS VACANT-NOT SET UP
19720	ATKINSON, ROBERT W. JR & WIFE	09	70		2022	0168875	\$ 115.12	\$ 3.22	\$ 99.82				\$ 218.16	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19721	ATKINSON, ROBERT W. JR & WIFE	09	70		2021	0168875	\$ 115.12	\$ 3.22	\$ 99.82				\$ 218.16	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19722	ATKINSON, ROBERT W. JR & WIFE	09			2020	0168875	\$ 115.12	\$ 3.22					\$ 118.34	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19723	ATKINSON, ROBERT W. JR & WIFE	09			2019	0168875	\$ 115.12	\$ 3.22					\$ 118.34	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19724	ATKINSON, ROBERT W. JR & WIFE	09			2018	0168875	\$ 115.12						\$ 115.12	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19725	ATKINSON, ROBERT W. JR & WIFE	09			2017	0168875	\$ 111.90						\$ 111.90	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19726	BANDEN, GERALDINE	06		04	2022	0297705	\$ 178.75	\$ 5.00		\$ 11.45			\$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19727	CALVARY CHURCH WALLACE, INC	09		11	2022	010004827	\$ 82.94	\$ 2.32		\$ 8.12			\$ 93.28	EXEMPT PROPERTY
19728	BRENNWEAVER PROPERTY MANAGEMENT, LLC	09		15	2022	010004576	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	PROPERTY SHOULD HAVE BEEN TRANSFERRED 2021
19729	FARM CREDIT LEASING SERVICES CORP	11			2022	080000621	\$ 4,154.99	\$ 116.21			\$ 427.68		\$ 4,698.88	BP BILLED ON WRONG VALUE
19730	GALLIANO, BETTY	09	70		2022	3062853	\$ 302.80	\$ 8.47	\$ 262.57				\$ 573.84	SIGNED LATE FOR ELDERLY EXEMPTION
19731	GARCIA, CYNTHIA KARINA & RENE GARCIA	07		04	2022	030000479	\$ 14.30	\$ 0.40		\$ 0.92	\$ 1.56	\$ 110.00	\$ 127.18	SWMH SHOULD HAVE BEEN TRANSFERRED WITH LAND
19732	GRIFFIN, JEFFREY SHANE & WY KAYE	02		12	2022	3359802	\$ 28.70	\$ 0.80		\$ 2.61	\$ 3.21		\$ 35.32	SOLD MYT TRAILER PER DMV
19733	GRIFFIN, JEFFREY SHANE & WY KAYE	02		12	2022	3359802	\$ 23.79	\$ 0.67		\$ 2.16	\$ 2.66		\$ 29.28	SOLD MYT TRAILER PER DMV
19734	GRIFFIN, JEFFREY SHANE & WY KAYE	02	70		2022	3359802				\$ 10.38	\$ 10.38		\$ 114.15	PERSONAL PROPERTY BILLED IN TOWN IN ERROR
19735	HOLIST, JAMES D.	01	73		2022	4119543	\$ 212.00	\$ 5.93	\$ 169.01				\$ 386.94	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19736	MARTINEZ, HECTOR	05			2021	5541283	\$ 15.50	\$ 0.44		\$ 1.60	\$ 1.60	\$ 90.00	\$ 107.63	SWMH DESTROYED PER FIRE REPORT
19737	MARTINEZ, HECTOR	05			2020	5541283	\$ 16.66	\$ 0.47		\$ 1.71	\$ 1.71	\$ 90.00	\$ 108.84	SWMH DESTROYED PER FIRE REPORT
19738	MARTINEZ, HECTOR	05			2019	5541283	\$ 18.45	\$ 0.52		\$ 1.90	\$ 1.90	\$ 90.00	\$ 110.87	SWMH DESTROYED PER FIRE REPORT
19739	MARTINEZ, HECTOR	05			2018	5541283	\$ 20.31			\$ 2.03	\$ 2.03	\$ 90.00	\$ 112.34	SWMH DESTROYED PER FIRE REPORT
19740	MAXWELL BOOKS, INC	13			2022	5625666	\$ 42.83	\$ 1.20		\$ 4.40	\$ 4.40	\$ 110.00	\$ 158.43	SOLD SWMH JULY 2021
19741	MAXWELL BOOKS, INC	13			2022	000001222	\$ 3,559.44	\$ 99.58			\$ 365.90		\$ 4,024.90	BUSINESS PERSONAL OUT OF BUSINESS SOLD
19742	MERCIN, FAYE HALL	06			2022	5844542						\$ 21.65	\$ 31.05	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19743	RIO, ESPERANZA ACUNA	02		15	2022	7332113	\$ 14.30	\$ 0.40		\$ 1.80	\$ 1.57	\$ 110.00	\$ 127.27	SWMH DESTROYED IN 2018
19744	RIO, ESPERANZA ACUNA	02		15	2021	7332113	\$ 14.30	\$ 0.40		\$ 1.80	\$ 1.57	\$ 90.00	\$ 107.27	SWMH DESTROYED IN 2018
19745	RIO, ESPERANZA ACUNA	02		15	2020	7332113	\$ 14.30	\$ 0.40		\$ 1.80	\$ 1.57	\$ 90.00	\$ 107.27	SWMH DESTROYED IN 2018
19746	RIO, ESPERANZA ACUNA	02			2019	7332113	\$ 14.30	\$ 0.40		\$ 1.47	\$ 1.47	\$ 90.00	\$ 106.17	SWMH DESTROYED IN 2018
19747	RIVERA, OSCAR	09	70		2022	7506158			\$ 12.40		\$ 1.24		\$ 13.64	BILLED IN WRONG TOWN
19748	STEVENS, CLARICE	02			2022	8215015						\$ 110.00	\$ 110.00	SWMH VACANT SINCE 2020
19749	WHALEY, DOUGLAS E	07		04	2022	8525335	\$ 275.63	\$ 7.71		\$ 17.66			\$ 301.00	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19750	WILLIAMS, CHARLIE HRS	11		17	2022	9530147	\$ 440.74	\$ 12.58		\$ 44.63			\$ 506.35	RECEIVED APPROVALS FROM ATTORNEY LATE
GRAND TOTAL							\$ 10,148.37	\$ 276.96	\$ 747.39	\$ 90.65	\$ 829.85	\$ 1,211.05	\$ 13,204.27	
SUBMITTED BY:  FINAL APPROVAL BY:  DATE APPROVED: 10/3/22														

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, 2022, through June 30, 2023.
- B. This Agreement will not exceed the amount of \$ **33,205.32** for the fiscal year 2022-2023.
- 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. GENERAL PROVISIONS

Duplin County 4 H Program is allocated \$10,643 in Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds on a one-time basis from July 1, 2022, through September 29, 2022.

The funding is for the following:

Duplin County 4 H Program

Program Enhancements for Youth and Parent Education and Environmental Strategies:

- ☒ Purchase and/or development of resources/materials to support youth and parent education programs

Synar Merchant Education and/or ENDS Purchase Surveys for the following underserved counties ONLY:

- ☒ Bladen

Synar work: Check the activities to be conducted in the counties selected above.

- ☒ Conduct merchant education for 90% of tobacco retail outlets in a given area, (zip, city, county, census tract/block, etc.).

- ☒ Pay personnel/staff for time and travel

Workforce Development and Retention:

- ☒ Staff mileage for prevention efforts between July 1 – September 29, 2022

- ☒ Indirect Cost (up to 10%)

A. Length of Agreement: July 1, 2022, through September 29, 2022.

B. This Agreement will not exceed the amount of \$ 10,643 for the fiscal year 2022-2023.

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.

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V. APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:
PO Box 369
Beulaville, NC 28518

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

Sarah Stroud, CEO
Eastpointe Human Services

Dexter B. Edwards
Duplin County Chairman

Date: _____

Date: 10/2/12

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: _____



AGREEMENT BETWEEN

EASTPOINTE HUMAN SERVICES

AND

COUNTY OF DUPLIN PREVENTION PROGRAM
Prevention Program FY 22-23

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, 2022, through June 30, 2023.
- B. This Agreement will not exceed the amount of \$ 33,205.32 for the fiscal year 2022-2023.
- 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.

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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. GENERAL PROVISIONS

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Duplin County 4 H Program

Program Enhancements for Youth and Parent Education and Environmental Strategies:

☒ Purchase and/or development of resources/materials to support youth and parent education programs

Synar Merchant Education and/or ENDS Purchase Surveys for the following underserved counties ONLY:

☒ Bladen

Synar work: Check the activities to be conducted in the counties selected above:

☒ Conduct merchant education for 90% of tobacco retail outlets in a given area, (zip, city, county, census tract/block, etc.).

☒ Pay personnel/staff for time and travel

Workforce Development and Retention:

☒ Staff mileage for prevention efforts between July 1 – September 29, 2022

☒ Indirect Cost (up to 10%)

A. Length of Agreement: July 1, 2022, through September 29, 2022.

B. This Agreement will not exceed the amount of \$ **10,643** for the fiscal year 2022-2023.

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.

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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.

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	04	2 10/04/2022			BUA 100322C	1 2			
1	4100	39907	GENERAL FUND	FUND BALANCE APP-RESV MEDICATO	10/04/2022	-7,162.68	-18,144.01	-25,306.69	
	10-41-4100-0000-000-39907			Family Planning					
2	5164	42410	FAMILY PLANNING	PHARMACY	10/04/2022	13,786.02	18,144.01	31,930.03	
	10-50-5100-5164-000-42410			Medicaid Reserves					
** JOURNAL TOTAL							0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	04	3 10/04/2022			BUA 100322C	1 2			
1	5600	35630	Aging			SENIOR CENTER GENERAL PURPOSE	-3,564.00	-112.00	-3,676.00
	10-50-5600-0000-000-35630						10/04/2022		
2	5600	35631	Aging			COUNTY FUNDS SENIOR CENTER GEN	-1,188.00	-37.00	-1,225.00
	10-50-5600-0000-000-35631						10/04/2022		
3	5617	42200	SENIOR CENTER GENERAL PURPOSE FOOD				579.00	49.00	628.00
	10-50-5600-5617-000-42200						10/04/2022		
4	5617	42600	SENIOR CENTER GENERAL PURPOSE OFFICE SUPPLIES				2,323.00	50.00	2,373.00
	10-50-5600-5617-000-42600						10/04/2022		
5	5617	43912	SENIOR CENTER GENERAL PURPOSE PRINTING				450.00	50.00	500.00
	10-50-5600-5617-000-43912						10/04/2022		
** JOURNAL TOTAL							0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	04	4 10/04/2022			BUA 100322C	1 2			
1	4550	34549	TRANSPORTATION BUILDING NEW COBUS & BUS FACILITY DISCRETIONA				.00	-2,416,137.00	-2,416,137.00
	43-45-4520-4550-000-34549						10/04/2022		
2	4550	39802	TRANSPORTATION BUILDING NEW COTransfer from Transportation				.00	-764,329.00	-764,329.00
	43-45-4520-4550-000-39802						10/04/2022		
3	4550	38310	TRANSPORTATION BUILDING NEW COINTEREST EARNED				.00	-500.00	-500.00
	43-45-4520-4550-000-38310						10/04/2022		
4	4550	41010	TRANSPORTATION BUILDING NEW COADMINISTRATIVE EXPENSE				.00	323.00	323.00
	43-45-4520-4550-000-41010						10/04/2022		

Report generated: 09/28/2022 10:28
User: chelsey.lanier
Program ID: bbandent

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	04	4 10/04/2022			BUA 100322C	1 2			
5	4550	41060	TRANSPORTATION BUILDING NEW COCONSTRUCTION				.00	2,996,078.00	2,996,078.00
	43-45-4520-4550-000-41060						10/04/2022		
6	4550	49910	TRANSPORTATION BUILDING NEW COCONTINGENCY				.00	179,578.00	179,578.00
	43-45-4520-4550-000-49910						10/04/2022		
7	4550	41040	TRANSPORTATION BUILDING NEW COENGINEERING SERVICES				.00	4,987.00	4,987.00
	43-45-4520-4550-000-41040						10/04/2022		
** JOURNAL TOTAL							0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	04	5 10/04/2022			BUA 100322C	1 2			
1	4310	39965	Sheriff			FUND BAL-FED SEIZED JUSTICE	.00	-6,694.46	-6,694.46
	10-43-4310-0000-000-39965					Roll forward	10/04/2022		
2	4310	39966	Sheriff			FUND BAL FED SEIZED IRS SEIZUR	.00	-3,164.50	-3,164.50
	10-43-4310-0000-000-39966					Roll forward	10/04/2022		
3	4310	39967	Sheriff			FUND BAL FED SEIZED ATF	.00	-.70	-.70
	10-43-4310-0000-000-39967					Roll forward	10/04/2022		
4	4310	39962	Sheriff			FUND BAL-CONCEALED HAND GUN	.00	-132,598.54	-132,598.54
	10-43-4310-0000-000-39962					Roll forward	10/04/2022		
5	4310	39904	Sheriff			FUND BAL FINGER PRINTING FEE	.00	-9,508.82	-9,508.82
	10-43-4310-0000-000-39904					Roll forward	10/04/2022		
6	4310	39943	Sheriff			FUND BAL FED SEIZEDCUSTOM&BORD	.00	-4,888.24	-4,888.24
	10-43-4310-0000-000-39943					Roll forward	10/04/2022		
7	4100	39951	GENERAL FUND			FUND BAL CARRY FWD GRANTS	-192,167.84	-32,006.32	-224,174.16
	10-41-4100-0000-000-39951					NCPS Law Enf Grant Roll fwd	10/04/2022		
8	4319	42984	FED SEIZED JUSTICE			PROGRAM SUPPLIESJUSTICE	112,389.16	6,694.46	119,083.62
	10-43-4310-4319-000-42984					Roll forward	10/04/2022		
9	4326	42980	FED SEIZED IRS			PROGRAM SUPPLIES	.00	3,164.50	3,164.50
	10-43-4310-4326-000-42980					Roll forward	10/04/2022		
10	4327	42980	FED SEIZED ATF			PROGRAM SUPPLIES	.00	.70	.70
	10-43-4310-4327-000-42980					Roll forward	10/04/2022		

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User: chelsey.lanier
Program ID: bbandent



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

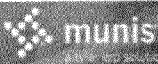
LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2023	04	5	10/04/2022	BUA 100322C	1	2		
11	4321	42980	CONCEALED WEAPONS	PROGRAM SUPPLIES		.00	132,598.54	132,598.54
	10-43-4310-4321-000-42980			Roll forward	10/04/2022			
12	4313	42600	Finger Printing	OFFICE SUPPLIES		2,000.00	9,508.82	11,508.82
	10-43-4310-4313-000-42600			Roll forward	10/04/2022			
13	4325	42980	FED SEIZED CUSTOM	PROGRAM SUPPLIES		.00	4,888.24	4,888.24
	10-43-4310-4325-000-42980			Roll forward	10/04/2022			
14	4329	42980	NCPS Law Enforcement Grant	PROGRAM SUPPLIES		.00	32,006.32	32,006.32
	10-43-4310-4329-000-42980			NCPS Law Enf Grant Roll fwd	10/04/2022			
** JOURNAL TOTAL							0.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T QB	DEBIT	CREDIT
2023	4	2										
		BUA 4100-39907	10/04/2022	100322C				T FUND BALANCE APP-RESV MEDICAID	5			18,144.01
		BUA 5164-42410	10/04/2022	100322C				T Family Planning	5		18,144.01	
								T PHARMACY				
								T Medicaid Reserves				
								JOURNAL 2023/04/2	TOTAL		0.00	0.00
2023	4	3										
		BUA 5600-35630	10/04/2022	100322C				T SENIOR CENTER GENERAL PURPOSE	5			112.00
		BUA 5600-35631	10/04/2022	100322C				T COUNTY FUNDS SENIOR CENTER GEN	5			37.00
		BUA 5617-42200	10/04/2022	100322C				T FOOD	5		49.00	
		BUA 5617-42600	10/04/2022	100322C				T OFFICE SUPPLIES	5		50.00	
		BUA 5617-43912	10/04/2022	100322C				T PRINTING	5		50.00	
								JOURNAL 2023/04/3	TOTAL		0.00	0.00
2023	4	4										
		BUA 4550-34549	10/04/2022	100322C				T BUS & BUS FACILITY DISCRETIONA	5			2,416,137.00
		BUA 4550-39802	10/04/2022	100322C				T Transfer from Transportation	5			764,329.00
		BUA 4550-38310	10/04/2022	100322C				T INTEREST EARNED	5			500.00
		BUA 4550-41010	10/04/2022	100322C				T ADMINISTRATIVE EXPENSE	5		323.00	
		BUA 4550-41060	10/04/2022	100322C				T CONSTRUCTION	5		2,996,078.00	
		BUA 4550-49910	10/04/2022	100322C				T CONTINGENCY	5		179,578.00	
		BUA 4550-41040	10/04/2022	100322C				T ENGINEERING SERVICES	5		4,987.00	
								JOURNAL 2023/04/4	TOTAL		0.00	0.00
2023	4	5										
		BUA 4310-39965	10/04/2022	100322C				T FUND BAL-FED SEIZED JUSTICE	5			6,694.46
		BUA 4310-39966	10/04/2022	100322C				T Roll forward				
								T FUND BAL FED SEIZED IRS SEIZUR	5			3,164.50
								T Roll forward				



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T 08	DEBIT
BUA 4310-39967	10/04/2022	100322C				FUND BAL FED SEIZED ATF		5	
BUA 4310-39962	10/04/2022	100322C				roll forward			132,598.54
BUA 4310-39964	10/04/2022	100322C				FUND BAL CONCEALED HAND GUN		5	
BUA 4310-39943	10/04/2022	100322C				roll forward			9,508.82
BUA 4100-39951	10/04/2022	100322C				FUND BAL FINGER PRINTING FEE		5	
BUA 4319-42984	10/04/2022	100322C				roll forward			4,888.24
BUA 4326-42980	10/04/2022	100322C				FUND BAL FED SEIZEDCUSTOM&BORD		5	
BUA 4327-42980	10/04/2022	100322C				roll forward			32,006.32
BUA 4321-42980	10/04/2022	100322C				FUND BAL CARRY FWD GRANTS		5	
BUA 4313-42600	10/04/2022	100322C				NCPS Law Enf Grant roll fwd		5	
BUA 4325-42980	10/04/2022	100322C				PROGRAM SUPPLIESJUSTICE		5	6,694.46
BUA 4329-42980	10/04/2022	100322C				roll forward			3,164.50
						PROGRAM SUPPLIES		5	.70
						roll forward			
						PROGRAM SUPPLIES		5	132,598.54
						roll forward			
						OFFICE SUPPLIES		5	9,508.82
						roll forward			
						PROGRAM SUPPLIES		5	4,888.24
						roll forward			
						PROGRAM SUPPLIES		5	32,006.32
						NCPS Law Enf Grant roll fwd			
						JOURNAL 2023/04/5	TOTAL		.00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

**NORTH CAROLINA
DUPLIN COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this 25th day of September, 2022 by and between the **COUNTY OF DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **DUPONT VETERINARY SERVICES, LLC**, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. **TERM OF CONTRACT.** The Term of this Contract for Services is from 9/25/22 to 12/31/22 and shall be sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per Animal for Animal Cruelty cases. Fees shall not exceed TWO HUNDRED FIFTY DOLLARS (\$250.00) PER ANIMAL during regular business hours (Monday through Friday from 7:45 AM to 5:30 PM for veterinary care for animals taken to Warsaw Animal Hospital. Fees for after-hours shall not exceed THREE HUNDRED DOLLARS (\$300.00) PER ANIMAL. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from

CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

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

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

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: Duplin County Animal Services
CONTRACTOR: Dr. Martin's Large Animal Clinic
ATTN: Owen Martin, DVM

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

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

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

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

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

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

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

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

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

Reviewed by Department Head

Date Reviewed: 8-23-22

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

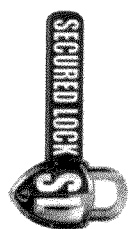
* CONTRACTOR

By: Don Martin J. DVM
Printed Name: Don Martin J. DVM
Title: Veterinarian

DUPLIN COUNTY

By: DEIR
Printed Name: K. Thompson
Title: Vice Chair

ATTACHMENT 1" to follow



Secured Lock Inc.

Duplin County
224 Seminary St
Kenansville, NC 28546

(910) 375-2112
frank@seclock.com

ESTIMATE	#10112
ESTIMATE DATE	Aug 11, 2022
SCHEDULED DATE	Tue Aug 9, 2022
TOTAL	\$0.00

CONTACT US
214 Henderson Drive
Jacksonville, NC 28540

(910) 548-5625
seclock@hotmail.com

ESTIMATE
Admin

Installation of (4) new Paxton Access Doors (installation of door controller, electrified lock and reader)	3.0	\$900.00	\$2,700.00
Front Door, (2) Starwell Doors			
Existing Paxton door on back: requires no changes			

HES Rim Electric Door Strike	3.0	\$388.00	\$1,197.00
Front Door, (2) Starwell Doors			
Paxton Single Door Access Kit & Power Transformer	3.0	\$849.00	\$2,547.00
Front Door, (2) Starwell Doors			

Subtotal			\$6,444.00
Tax (NC State Sales Tax 7%)			\$451.06
Total			\$6,895.06

(7) Current Doors Operate on Paxton: no immediate changes needed

Subtotal			\$0.00
Tax (NC State Sales Tax 7%)			\$0.00
Total			\$0.00

Installation of (4) new Paxton Access Doors (installation of door controller, electrified lock and reader)	4.0	\$900.00	\$3,600.00
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Replace Current Honeywell Readers/Door Controllers with Paxton, keeping existing electrified locksets

4.0 \$600.00 \$2,400.00

NSP Grade 2 Storeroom Lever Lockset with 2 3/8" Backset

1.0 \$99.00 \$99.00

Lobby Stairwell Door

HES Electric Door Strike
Lobby Stairwell Door

1.0 \$229.00 \$229.00

HES Rim Electric Door Strike
(2) Side Lobby Doors, Back Hall

3.0 \$399.00 \$1,197.00

Paxton Single Door Access Kit & Power Transformer

6.0 \$849.00 \$5,792.00

Subtotal \$14,317.00

Tax (NC State Sales Tax 7%) \$1,002.19

Total \$15,319.19

Social Services

Replace Current Honeywell Readers/Door Controllers with Paxton, keeping existing electrified locksets

7.0 \$600.00 \$4,200.00

Paxton Single Door Access Kit & Power Transformer

7.0 \$849.00 \$5,943.00

Subtotal \$10,143.00

Tax (NC State Sales Tax 7%) \$710.01

Total \$10,853.01

Heath Department

Replace Current Honeywell Readers/Door Controllers with Paxton, keeping existing electrified locksets

19.0 \$600.00 \$11,400.00

Paxton Single Door Access Kit & Power Transformer

19.0 \$849.00 \$16,131.00

NSP Grade 1 Vertical Rod Push Bar Exit Device

5.0 \$499.00 \$2,495.00

Subtotal \$30,026.00

Tax (NC State Sales Tax 7%) \$2,101.82

Total \$32,127.82

Prox Cards

PAXTON Blank (printable) proximity card

1000.0 \$5.99 \$5,990.00

EOC/EMS Lock Hardware

Installation of below door hardware

1.0 \$475.00 \$475.00

Door Closer - NSP 600 Series BC PA AL DOOR CLOSER

1.0 \$99.00 \$99.00

EOC Entrance Closer (leaking)

Commercial Locks & Hardware - NSP LC2686 26D Grade 2 Storeroom Lever, C Kwy, 2 3/4" Backset

4.0 \$99.00 \$396.00

Replace residential knobs with commercial lever locksets

Marks Narrow Slit Exit Device

1.0 \$499.00 \$499.00

Convert front door maglock to push bar exit with electric strike

HES Rim Electric Door Strike

1.0 \$399.00 \$399.00

Convert front door maglock to push bar exit with electric strike

Subtotal \$1,868.00

Tax (NC State Sales Tax 7%) \$130.76

Total \$1,998.76

Tax Office Lock Hardware

Installation of below door hardware

1.0 \$750.00 \$750.00

Commercial Locks & Hardware - NSP LC2686 26D Grade 2 Storeroom Lever, C Kwy, 2 3/4" Backset

2.0 \$99.00 \$198.00

Replace residential knobs with commercial lever locksets

NSP Vertical Rod Exit Device

2.0 \$499.00 \$998.00

Convert rear double doors with maglocks to push bar exit with latch retraction

NSP latch Retraction Motor Kit

1.0 \$699.00 \$699.00

Convert rear double doors with maglocks to push bar exit with latch retraction

Wire Transfer Loop

1.0 \$39.00 \$39.00

Convert rear double doors with maglocks to push bar exit with latch retraction

Adams Rite Deadlatch & Push Paddle Kit

1.0 \$229.00 \$229.00

Remove door mounted keypad and install new deadlatch & push paddle on rear door

Social Service Lock Hardware

Subtotal	\$2,912.00
Tax (NC State Sales Tax 7%)	\$203.91
Total	\$3,116.91

Installation of below door hardware

1.0	\$45.00	\$45.00
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Commercial Locks & Hardware - NSP LC2886 26D Grade 2 Storeroom Lever, C Kwy, 2-3-4" Backset

1.0	\$99.00	\$99.00
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Replace residential knobs with commercial lever locksets

Subtotal	\$144.00
Tax (NC State Sales Tax 7%)	\$10.08
Total	\$154.08

Health Dept Lock Hardware

Installation of below door hardware

1.0	\$300.00	\$300.00
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Commercial Locks & Hardware - NSP LC2886 26D Grade 2 Storeroom Lever, C Kwy, 2-3-4" Backset

2.0	\$99.00	\$198.00
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Replace maglock with storeroom lever and electric strike and Replace knob on another door

HES Electric Door Strike

1.0	\$229.00	\$229.00
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Replace maglock with storeroom lever and electric strike

Subtotal	\$727.00
Tax (NC State Sales Tax 7%)	\$50.89
Total	\$777.89

EOC Cameras

Labor to replace existing cameras (using current Cat5e/Cat6 cabling). Client will also re-use existing monitors or TVs.

1.0	\$1,200.00	\$1,200.00
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UNV 16 Channel NVR Recorder

1.0	\$499.00	\$499.00
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8TB Video Surveillance Hard Drives
16TB total storage

2.0	\$349.00	\$698.00
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UNV 4.0 MP IP Turret Dome Camera

8.0	\$158.00	\$1,272.00
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UNV Camera Backbox/Mount

8.0	\$28.00	\$224.00
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NVR Rack or Wall Mount Kit

1.0	\$49.00	\$49.00
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Secured Lock Inc. 0672

<http://www.securedlock.net>

Battery Backup Surge Protector
Wireless Mouse

1.0	\$99.00	\$99.00
1.0	\$19.00	\$19.00

Subtotal	\$4,088.00
Tax (NC State Sales Tax 7%)	\$284.76
Total	\$4,352.76

Thank you for your business!

Secured Lock Inc. 0673

<http://www.securedlock.net>



214 Henderson Drive
Jacksonville, NC 28540
910-548-5625 OFFICE 910-346-3215 FAX
www.securedlock.net securedlock@hotmail.com

September, 16 2022

Statement of Work

This is a statement of work for quotation #10112 provided by Secured Lock for specific electronic and mechanical hardware to operate a Paxton Net2 access control system for the Duplin County government offices located in Kenansville, NC. The Paxton Net2 system will be installed by the prime contractor, Secured Lock. The customer is seeking a software based access system which will operate on the Duplin County local area network (LAN) that is currently operating at the customer's sites.

Secured Lock will add Paxton Net access control or covert existing access control to Paxton Net 2 on the following: (3) doors in the administrative building, (8) doors in the tax office, (7) doors in the social services building, (19) doors in the health department. Secured Lock will also repair or replace door hardware that was noticeably experiencing issues during the walk thru. The doors and issues are annotated on the quotation. The EOC/EMS building is currently operating on Paxton Net 2, only annotated door hardware issues will be addressed in this building. Any new door hardware issues discovered during the installation will be quoted and billed separately.

Secured Lock will perform any upgrades or maintenance to existing Paxton Net2 software and install new client instances on customers workstations in required. 1000 new Paxton printable proximity cards are included in this quote.

The system will be expandable to include additional doors with the purchase of additional readers, door controllers, and the installation of additional wiring and door hardware. The customer (Duplin County) is responsible for providing 110 Volt power outlets in the locations where the Paxton Net 2 Door Controllers are to be installed. The customer (Duplin County) is responsible for providing a network drop, or open switch port that connects to the Duplin County LAN for each door controller to link to the Paxton Net 2 server.

Secured Lock will warrant all products and labor to be free of defects in materials and workmanship for a period of twelve (12) months from date of installation. The Warranty will not extend to any system components that are damaged by forced entry, vandalism or "acts of God" such as fire, flood and lightning. Warranty for any system component will be void if unauthorized maintenance is performed on the component. Paxton has a 5 year warranty on all Paxton components and lifetime warranty of cards and fobs. Secured Lock will handle all warranty claims but is not responsible for any denied claim by Paxton outside the twelve month warranty offered by Secured Lock.

The aforementioned project is quoted at a cost of \$70,475.50 plus 7% sales tax for a total of \$75,408.79. The above mentioned and quoted work will not exceed this cost.

NORTH CAROLINA
DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made and entered into this _____ day of September, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and SECURED LOCK, INC., a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract.

2. **TERM OF CONTRACT.** Contractor agrees to commence work on or before the 3rd day of November, 2022 and to complete substantially all work to be performed hereunder no later than the 30th day of June, 2023.

It is mutually recognized that time is an essential element of this Agreement, and that delay in completing the work will result in damages due to public inconvenience, interference with business, and the increasing of engineering, inspection, and administrative costs to County. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, a sum of money in the amount **One Hundred Dollars (\$100) per day** will be charged against Contractor for each calendar day that the work remains uncompleted after the expiration of the above-referenced substantial completion date, not as a penalty but as liquidated damages. This amount will be deducted from any money due to Contractor, and Contractor will be liable for any liquidated damages in excess of the amount due. In case of default of the Agreement and the completion of the work by County, Contractor will be liable for the liquidated damages resulting from untimely completion of services, but no liquidated damages will be chargeable for any delay in final completion of the work by County due to any action, negligence, omission, or delay of County. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount stipulated herein will be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed seventy-five thousand four hundred eight dollars and seventy-nine cents (\$75,408.79) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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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 attorneys 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.

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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.

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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: Davis Brinson, County Manager
PO BOX 950
Kenansville, NC 28349
dbrinson@duplincountync.com

CONTRACTOR:
ATTN:

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

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

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

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

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

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

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

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

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

Reviewed by Department Head

Date Reviewed: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

DUPLIN COUNTY

By: DLR

Printed Name: K. Thayer

Title: Vice Chair

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

Approved by

Duplin County Finance Officer

ATTACHMENT 1" to follow

964

CO-PROMOTION AGREEMENT

THIS CO-PROMOTION AGREEMENT (the "**Agreement**") is made effective as of September 2022, by and between **Romeo Entertainment Group, Inc.** at 565 Marriott Drive, Suite 100, Nashville, TN 37214 ("**REG**") and **Duplin Event Center** at 195 Fairgrounds Dr. Kernsville, NC 28349 ("**DEC**"). REG and DEC desire to act as co-promoters of mutually agreeable touring acts on the terms and conditions set forth in this Agreement. This Agreement shall be binding on each party and govern the terms of the relationship between both parties.

In consideration of the mutual covenants that are contained in this Agreement, the parties hereby agree as follows:

1. **PURPOSE/SHOW.** REG shall act as DEC's exclusive co-promoter for the live performance event featuring a mutual agreeable artists on mutually agreeable date during the 2023 calendar year, held at Duplin Event Center (the "Venue") (the "Event").

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue until the parties have completed settlement of the Event, as further detailed herein ("Term").

3. **FINANCIAL.** For the Event, the following terms and conditions shall apply:

3.1 **Profit Participation.** Unless otherwise agreed in writing between DEC and REG, the parties shall share the Net Profits, if any, as follows: (a) Fifty Percent (50%) of Net Profits to REG, and (b) Fifty Percent (50%) of Net Profits to DEC. "Net Profit" shall mean Revenue from such Event less Expenses from such Event, pursuant to the definitions below.

3.1.1 **Revenue.** "Revenue" shall include, but is not limited to, the following:

- (i) Promoter Profit (defined as gross ticket sales less admissions tax, artist fee and other hard, out-of-pocket expenses);
- (ii) Net venue rent (rent paid for use of the venue less mutually agreed out of pocket venue expenses);
- (iii) Facility surcharge;
- (iv) Net venue concessions revenue;
- (v) Merchandise revenue;
- (vi) Ticketing rebates (net convenience fees, actual per ticket TBD by DEC);
- (vii) Sponsorships;
- (viii) Parking;
- (ix) Suite rentals; and
- (x) Any other venue-generated "soft" expenses (i.e., mark-up on expenses).

3.1.2 **Expenses.** "Expenses" shall mean direct costs incurred in connection with the Event which are customarily considered in the United States concert business to be costs deductible by the promoter and venue, including, but not limited to, artist fees, admissions taxes, music licensing fees, stagehands and riggers, insurance, the cost of runners, transportation fees, catering fees, building expenses, and any other mutually approved out-of-pocket expenses.

3.1.3 **Net Losses.** In the event of any Net Loss from the Event, REG and DEC shall share in such Net Loss on a 50/50 basis. A "Net Loss" is defined as when Expenses for the Event exceed Revenue from such Event.

3.1.4 **Sponsorships.** REG and DEC shall both have the right to secure third-party sponsorships for the Event ("Sponsorships"). In the event either party solicits and secures a Sponsorship, such party

shall obtain the prior written consent of the other party prior to executing any and all agreements relating to such Sponsorship.

3.2 **Initial Capital.** REG shall supply initial capital for costs associated with obtaining musical performers and/or artists the Event, including artist deposits (the "Initial Capital"). Once Revenue is received by either party, such monies shall first be applied and paid to REG as reimbursement for any and all Initial Capital. For the avoidance of doubt, this amount shall be paid to REG in addition to its Fifty Percent (50%) share of Net Profits.

3.3 **Payment Terms.** The parties shall hold a settlement no later than three (3) business days following the Event date. At each such settlement, the parties shall account to the other for all Revenues, Expenses, Net Profit and Net Loss, and either REG shall pay DEC, or DEC shall pay REG, as applicable.

3.4 **Accounting.** DEC and REG shall account to the other once on a monthly basis regarding all profits and losses detailed herein DEC and REG shall provide the other an update on financial performance within five (5) business days prior to the Event.

3.5 **Audit.** REG and DEC shall keep an accounting of the Event for two (2) years after settlement of the Event. REG and DEC shall provide the other, upon reasonable request, (a) full and complete access during regular business hours to the other's books and records for the Event and (b) the right to inspect and copy, and to perform, at the expense of the auditing party, audits or reviews of such books and records.

3.6 **Insurance.** Both parties shall procure and keep in force during the Term of this Agreement appropriate levels and customary types of insurance for companies conducting like or similar businesses. For the avoidance of doubt, such insurance shall cover the Event.

4. **OBLIGATIONS.** REG and DEC shall work in good faith to determine the terms and conditions relating to the management of the Event. Each artist must be mutually agreed upon by REG and DEC prior to such artist being made an offer to perform at any engagement. All finalized copies of the artist contracts shall be submitted by REG to DEC upon execution for settlement purposes.

4.1 **REG Obligations.** REG shall be solely responsible for contracting with artists and will be the sole signatory on all agreements signed with artists for purposes of the Event. REG shall further be responsible for the following in relation to the Event:

- (i) Management of artists, including the payment of artist fees (to be deducted in calculating Net Profit, as described above);
- (ii) Ticketing;
- (iii) Marketing;
- (iv) Catering;
- (v) Merchandise; and
- (vi) Stage production, including stagehands and riggers.

4.2 **DEC Obligations.** DEC shall be responsible for the following in relation to the Event:

- (i) Non-production event staffing, including staffing for food and beverage services, security, guest services, ushers, first-aid, policing, sanitation, and trash services;
- (ii) Vendor management;
- (iii) Housekeeping; pre, during and post-event;
- (iv) Payment of music licensing fees (to be deducted in calculating Net Profit, as described above);

- (v) Box office operations;
- (vi) Venue operations, including venue conversion setup and tear down;
- (vii) Promotion of the Event through its email database;
- (viii) Payment of sales taxes; and
- (ix) Maintenance of social media channels, local marketing, and public relations.

4.3 Access. REG and DEC shall have full and equal right and access to all data related to the Event, including, but not limited to, marketing and ticketing data. REG and DEC shall also both have full and equal right and access to the entire Venue for the Event, including, but not limited to, parking lots, access gates, field, chairs and bleachers, suites, food and beverage operation areas, power, storage, and internet.

5. **TERMINATION.** If a party (the "Defaulting Party") commits fraud or gross negligence or otherwise defaults under the terms of this Agreement, then the other party may terminate this Agreement by giving thirty (30) days' written notice thereof to the Defaulting Party.

6. **CONFIDENTIALITY.** Each party shall maintain in confidence, and not disclose to any third party, or use for any purpose other than to perform its services hereunder, any and all information concerning the other party that is made known to it by virtue of this Agreement or the relationship created pursuant to this Agreement, including, without limitation, information concerning the other party's business, financials, strategies, plans, objectives, contracts, projections, processes, and business relationships, unless such information is generally available to the public (other than by breach of this provision), provided that either party may disclose confidential information as necessary to achieve the purpose of this Agreement, so long as that party obtains written consent from the other. Notwithstanding the foregoing, either party may disclose confidential information if required by a government agency or court of competent jurisdiction, or for purposes of assisting attorneys, accountants, or tax advisors relating to the party's normal course of business.

7. **INDEMNIFICATION.** Except as specifically set forth herein, neither party can obligate the other to any financial risk or cash or property obligation without the prior written approval of the other party. Each party ("Indemnifying Party" as applicable) shall indemnify, defend and forever save and hold the other party and the other party's affiliates, related entities, principals, shareholders, members, partners, officers, directors, employees, representatives and agents (the "Indemnitees"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual ("Claims"), arising out of or related to the Indemnifying party's acts, omissions, and/or breach of any such party's obligations hereunder; provided, however, the Indemnifying Party shall have no obligation in connection with Claims to the extent they arise out of: (a) any such Indemnitees' breach of any of its obligations under this agreement, or (b) the negligence or willful misconduct of any such Indemnitees. This section remains in full force and effect even after termination of the Agreement or the early termination by either party.

8. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

9. **REPRESENTATIONS AND WARRANTIES.** Both parties represent and warrant the following:

- (i) they are fully authorized to enter into this Agreement, and
- (ii) their performance of obligations under this Agreement will not violate or infringe upon the rights of any third party or violate any other agreement to which they are a party.

10. **ASSIGNMENT.** Neither party may assign this Agreement without the express prior written consent of the other party.

11. **NOTICES.** Any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing, and shall be deemed duly given upon (i) delivery or refusal of such delivery of such notice by a recognized courier service, or (ii) personal delivery (which shall be deemed to have been given upon delivery); and in each case notice shall be addressed as follows:

REG: Romeo Entertainment Group, Inc.
565 Marriott Drive, Suite 100
Nashville, TN 37214
Attention: R.J. Romeo
With a copy to: Lauren Spain (L.Spain@shackelford.law)

DEC: Duplin Event Center
195 Fairgrounds Dr.
Kenansville, NC 28349
Attn: Amanda Pope
Amanda.pope@duplincountync.com

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered or, if mailed, on the third day following deposit in the United States mail as provided above.

12. **COMPLIANCE.** Each party shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to its performance of the duties hereunder, including without limitation, all anti-bribery, anti-corruption, pay-to-play, and live music and performance laws.

13. **CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; MISC.** The validity, interpretation, construction, and enforcement of this Agreement shall be governed and controlled by the laws of the State of North Carolina or the State of Tennessee, without regard to those states' rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Duplin County, North Carolina or Davidson County, Tennessee and the parties hereby consent to the exclusive jurisdiction and venue of such forum. This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and is legally binding between the parties. This Agreement may not be modified, altered, or amended, except by a written instrument signed by both parties. This Agreement may be executed in counterparts, (including by facsimile and/or electronic transmission) each of which shall be an original, but all of which together shall constitute one and the same agreement. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency, or other relationship between the parties. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercises of that right, power, or privilege or the exercise of any other right, power, or privilege.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

ROMEO ENTERTAINMENT GROUP, INC.;

DUPLIN EVENT CENTER;

By: _____
Authorized Representative

By: _____
Authorized Representative

CO-PROMOTION AGREEMENT

THIS CO-PROMOTION AGREEMENT (the "Agreement") is made effective as of September 2022, by and between Romeo Entertainment Group, Inc. at 565 Mariott Drive, Suite 100, Nashville, TN 37214 ("REG") and Duplin Event Center at 195 Fairgrounds Dr. Kamasville, NC 28349 ("DEC"). REG and DEC desire to act as co-promoters of mutually agreeable touring acts on the terms and conditions set forth in this Agreement. This Agreement shall be binding on each party and govern the terms of the relationship between both parties.

In consideration of the mutual covenants that are contained in this Agreement, the parties hereby agree as follows:

1. **PURPOSE/SHOW.** REG shall act as DEC's exclusive co-promoter for the live performance event featuring a mutual agreeable artist on mutually agreeable date during the 2023 calendar year, held at Duplin Event Center (the "Venue") (the "Event").

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall continue until the parties have completed settlement of the Event, as further detailed herein ("Term").

3. **FINANCIAL.** For the Event, the following terms and conditions shall apply:

3.1 **Profit Participation.** Unless otherwise agreed in writing between DEC and REG, the parties shall share the Net Profits, if any, as follows: (a) Fifty Percent (50%) of Net Profits to REG, and (b) Fifty Percent (50%) of Net Profits to DEC. "Net Profit" shall mean Revenue from such Event less Expenses from such Event, pursuant to the definitions below.

3.1.1 **Revenue.** "Revenue" shall include, but is not limited to, the following:

- (i) Promoter Profit (defined as gross ticket sales less admissions tax, artist fee and other hard, out-of-pocket expenses);
- (ii) Net venue rent (rent paid for use of the venue less mutually agreed out of pocket venue expenses);
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- (iv) Net venue concessions revenue;
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- (vi) Ticketing rebates (net convenience fees, actual per ticket TBD by DEC);
- (vii) Sponsorships;
- (viii) Parking;
- (ix) Suite rentals; and
- (x) Any other venue-generated "soft" expenses (i.e., mark-up on expenses).

3.1.2 **Expenses.** "Expenses" shall mean direct costs incurred in connection with the Event which are customarily considered in the United States concert business to be costs deductible by the promoter and venue, including, but not limited to, artist fees, admissions taxes, music licensing fees, stagehands and riggers, insurance, the cost of runners, transportation fees, catering fees, building expenses, and any other mutually approved out-of-pocket expenses.

3.1.3 **Net Losses.** In the event of any Net Loss from the Event, REG and DEC shall share in such Net Loss on a 50/50 basis. A "Net Loss" is defined as when Expenses for the Event exceed Revenue from such Event.

3.1.4 **Sponsorships.** REG and DEC shall both have the right to secure third-party sponsorships for the Event ("Sponsorships"). In the event either party solicits and secures a Sponsorship, such party

shall obtain the prior written consent of the other party prior to executing any and all agreements relating to such Sponsorship.

- 3.2 Initial Capital. REG shall supply initial capital for costs associated with obtaining musical performers and/or artists for the Event, including artist deposits (the "Initial Capital"). Once Revenue is received by either party, such monies shall first be applied and paid to REG as reimbursement for any and all Initial Capital. For the avoidance of doubt, this amount shall be paid to REG in addition to its Fifty Percent (50%) share of Net Profits.

- 3.3 Payment Terms. The parties shall hold a settlement no later than three (3) business days following the Event date. At each such settlement, the parties shall account to the other for all Revenues, Expenses, Net Profit and Net Loss, and either REG shall pay DEC, or DEC shall pay REG, as applicable.

- 3.4 Accounting. DEC and REG shall account to the other once on a monthly basis regarding all profits and losses detailed herein DEC and REG shall provide the other an update on financial performance within five (5) business days prior to the Event.

- 3.5 Audit. REG and DEC shall keep an accounting of the Event for two (2) years after settlement of the Event. REG and DEC shall provide the other, upon reasonable request, (a) full and complete access during regular business hours to the other's books and records for the Event and (b) the right to inspect and copy, and to perform, at the expense of the auditing party, audits or reviews of such books and records.

- 3.6 Insurance. Both parties shall procure and keep in force during the Term of this Agreement appropriate levels and customary types of insurance for companies conducting like or similar businesses. For the avoidance of doubt, such insurance shall cover the Event.

4. OBLIGATIONS. REG and DEC shall work in good faith to determine the terms and conditions relating to the management of the Event. Each artist must be mutually agreed upon by REG and DEC prior to such artist being made an offer to perform at any engagement. All finalized copies of the artist contracts shall be submitted by REG to DEC upon execution for settlement purposes.

- 4.1 REG Obligations. REG shall be solely responsible for contracting with artists and will be the sole signatory on all agreements signed with artists for purposes of the Event. REG shall further be responsible for the following in relation to the Event:

- (i) Management of artists, including the payment of artist fees (to be deducted in calculating Net Profit, as described above);
- (ii) Ticketing;
- (iii) Marketing;
- (iv) Catering;
- (v) Merchandise; and
- (vi) Stage production, including stagehands and riggers.

- 4.2 DEC Obligations. DEC shall be responsible for the following in relation to the Event:

- (i) Non-production event staffing, including staffing for food and beverage services, security, guest services, ushers, first-aid, policing, sanitation, and trash services;
- (ii) Vendor management;
- (iii) Housekeeping; pre-, during and post-event;
- (iv) Payment of music licensing fees (to be deducted in calculating Net Profit, as described above);

- (v) Box office operations;
- (vi) Venue operations, including venue conversion setup and tear down;
- (vii) Promotion of the Event through its email database;
- (viii) Payment of sales taxes; and
- (ix) Maintenance of social media channels, local marketing, and public relations.

- 4.3 Access. REG and DEC shall have full and equal right and access to all data related to the Event, including, but not limited to, marketing and ticketing data. REG and DEC shall also both have full and equal right and access to the entire Venue for the Event, including, but not limited to, parking lots, access gates, field, chairs and bleachers, suites, food and beverage operation areas, power, storage, and internet.

5. TERMINATION. If a party (the "Defaulting Party") commits fraud or gross negligence or otherwise defaults under the terms of this Agreement, then the other party may terminate this Agreement by giving thirty (30) days' written notice thereof to the Defaulting Party.

6. CONFIDENTIALITY. Each party shall maintain in confidence, and not disclose to any third party, or use for any purpose other than to perform its services hereunder, any and all information concerning the other party that is made known to it by virtue of this Agreement or the relationship created pursuant to this Agreement, including, without limitation, information concerning the other party's business, financials, strategies, plans, objectives, contracts, projections, processes, and business relationships, unless such information is generally available to the public (other than by breach of this provision), provided that either party may disclose confidential information as necessary to achieve the purpose of this Agreement, so long as that party obtains written consent from the other. Notwithstanding the foregoing, either party may disclose confidential information if required by a government agency or court of competent jurisdiction, or for purposes of assisting attorneys, accountants, or tax advisors relating to the party's normal course of business.

7. INDEMNIFICATION. Except as specifically set forth herein, neither party can obligate the other to any financial risk or cash or property obligation without the prior written approval of the other party. Each party ("Indemnifying Party" as applicable) shall indemnify, defend and forever save and hold the other party and the other party's affiliates, related entities, principals, shareholders, members, partners, officers, directors, employees, representatives and agents (the "Indemnitees"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual ("Claims"), arising out of or related to the indemnifying party's acts, omissions, and/or breach of any such party's obligations hereunder; provided, however, the Indemnifying Party shall have no obligation in connection with Claims to the extent they arise out of: (a) any such Indemnitees' breach of any of its obligations under this agreement, or (b) the negligence or willful misconduct of any such Indemnitees. This section remains in full force and effect even after termination of the Agreement or the early termination by either party.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

9. REPRESENTATIONS AND WARRANTIES. Both parties represent and warrant the following:

- (i) they are fully authorized to enter into this Agreement; and
- (ii) their performance of obligations under this Agreement will not violate or infringe upon the rights of any third party or violate any other agreement to which they are a party.

10. ASSIGNMENT. Neither party may assign this Agreement without the express prior written consent of the other party.

11. **NOTICES.** Any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing, and shall be deemed duly given upon (i) delivery or refusal of such delivery of such notice by a recognized courier service, or (ii) personal delivery (which shall be deemed to have been given upon delivery); and in each case notice shall be addressed as follows:

REG: Romeo Entertainment Group, Inc.
565 Marriott Drive, Suite 100
Nashville, TN 37214
Attention: R.J. Romeo
With a copy to: Lauren Spahn (L.Spahn@shackelford.law)

DEC: Duplin Event Center
195 Fairgrounds Dr.
Kenansville, NC 28349
Attn: Amanda Pope
Amanda.pope@duplincountync.com

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered or, if mailed, on the third day following deposit in the United States mail as provided above.

12. **COMPLIANCE.** Each party shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to its performance of the duties hereunder, including without limitation, all anti-bribery, anti-corruption, pay-to-play, and live music and performance laws.

13. **CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; MISC.** The validity, interpretation, construction, and enforcement of this Agreement shall be governed and controlled by the laws of the State of North Carolina or the State of Tennessee, without regard to those states' rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Duplin County, North Carolina or Davidson County, Tennessee and the parties hereby consent to the exclusive jurisdiction and venue of such forum. This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and is legally binding between the parties. This Agreement may not be modified, altered, or amended, except by a written instrument signed by both parties. This Agreement may be executed in counterparts, (including by facsimile and/or electronic transmission) each of which shall be an original, but all of which together shall constitute one and the same agreement. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency, or other relationship between the parties. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercises of that right, power, or privilege or the exercise of any other right, power, or privilege.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

ROMEO ENTERTAINMENT
GROUP, INC.:

DUPLIN EVENT CENTER:

By: _____
Authorized Representative

By: _____
Authorized Representative



DUPLIN COUNTY CENTER

The Cultivator
A Review of August 2022

Duplin County Center
PO Box 949
Kenansville, NC 28349
Website: <http://duplin.ces.ncsu.edu>
Duplin County Center-NCCCE Facebook: <https://go.ncsu.edu/agvcr9a>
4-H Facebook: <https://go.ncsu.edu/om3pco>
Phone: 910.296.2143
Fax: 910.296.2191

Amanda Hatcher
County Extension
Director, Livestock

Wanda Bell
Administrative Assistant
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove
Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Walter Adams
Agriculture & Natural
Resources Technician
NC A&T State

James Hartsfield
Area Specialized Agent,
Farm Management
NC A&T State

Jessica Hall
Livestock and Forages

Della King
Agriculture, Field Crops

Tom Hroza
Horticulture

Bridget Huffman
4-H Youth Development

Charmae Kendall
4-H Program Assistant,
Youth Agriculture/
Livestock

Jasmine Williams
4-H Prevention
Coordinator

Notes from the Director

Amanda Hatcher

- Attended the Duplin Agribusiness Council board meeting
- Attended the Duplin County Department Head meeting
- Attended a zoom update with NC A&T
- Picked up luggage from 4-H camp in Columbia, NC for the 4-Hers who attended camp
- Conducted staff meeting and staff luncheon meeting

Livestock

Amanda Hatcher, Livestock and Forages

- Participated in farm succession zoom informational session
- Conducted a 3 hour animal waste continuing education class for 32 people
- Assisted 29 farmers in nutrient management, 6 farmers in crop management, and 10 farmers in farm management
- Face-to-face contacts: 115, Non face-to-face contacts: 198

Livestock

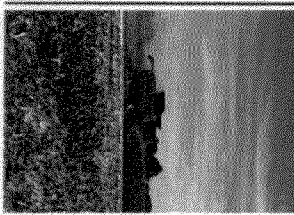
Jessica Hall, Livestock and Forages

- Hosted the first Coastal Carolina Cattle Alliance (CCCCA) sale since the group was reinstated this year. Cattle from Duplin and surrounding counties shipped to Canada, Iowa, and across NC.
- Hosted CCCC Board of Directors meetings and planning meetings with partner marketing company, Mid-Atlantic Cattle Sales.
- Provided technical assistance for small ruminant parasite management, weed control in Bermuda grass, hog lagoon sludge surveys, general equine management, cattle marketing, and more.
- Assisted with the Jones County Livestock Show in Trenton, NC.
- Attended annual Livestock Agent Training in Raleigh, NC.
- Assisted with Duplin 4-H Lamb Project practices at the Livestock Facility.
- Face-to-face contacts: 222, Non face-to-face contacts: 7127

Field Crops

Della King, Field Crop Agent

- Assisted 4-H throughout month
- Assisted Growers upon request with field crop issues/concerns
- Continued to monitor/evaluate Corn Test Plots and Soybean Test Plots
- Certified Several Corn Yield County/State Contest Entries (see pictures)
- Hosted Agriculture Farm Worker Festival
- Face-to-face contacts: 308, Non face-to-face contacts: 183



Britt Building
Monthly
Usage

August
Total number
of events:
32

Total attendance
for the events:
678

Public events:
30

Private events:
2

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

Horticulture

Tom Hroza, Horticulture

- Still time to get that fall garden started. I have seen broccoli, cabbage, collards, brussel sprouts, spinach, etc. plants at local stores. Plant a few plants every 2 weeks and plan on eating out of the garden more. I know it takes a little extra planning and work but it can save you some money and provide some exercise.
- Pecans are everywhere but they need some water to fill out. Approximately 1-2" per week thru October First.
- Bee Club 2nd Thursday of every month and Friends of Horticulture 3rd Thursday of every month.
- Turf grass field day was in Raleigh and the newest Zoyias were shown off with the new release of "LOBO". It will be available to the public in 2 years. It requires less water and can be cut with a rotary mower.
- Face-to-face contacts: 65, Non face-to-face contacts: 1,145

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

- Visited a row crop farmer to soil sample boxes and assist in collecting samples.
- Attended NC A&T Faculty Staff Professional Development Institute, Greensboro, NC.
- Visited farmers to provide information on Plasticulture Equipment Rental/Cash Back
- Attended the 1890 Association of Extension Administrators National Conference, Orlando, FL.
- Visited farmers to follow-up and assist with risk management production and marketing plans.
- Completed news article on Biosecurity Steps to Keeping Livestock Healthy.
- Face-to-face contacts: 14, Non face-to-face contacts: 12,070

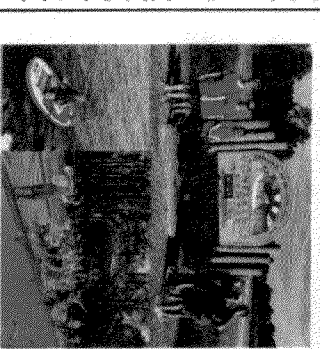
Agriculture & Natural Resources

Walter Adams, Tech. (Duplin/Lenoir)

- Attended NRCs Programs zoom meeting
- Scheduled unused farm pesticides for pickup and disposal
- Helped several growers with pesticide licensing questions
- Face-to-face contacts: 313, Non face-to-face contacts: 87

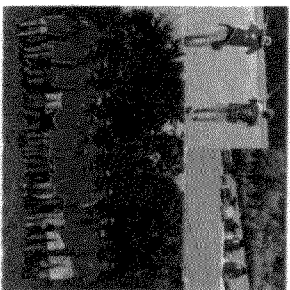
4-H and Youth Development

Bridget Huffman, 4-H Agent



- Duplin County 4-H attended 4-H summer camp at the Eastern 4-H Center in Columbia, July 31 - August 5. The week consisted of swimming, kayaking, crabbing, archery, high ropes, team-building, wall climbing, sports, crafts, and learning about different countries from the international camp counselors.
- Attended county staff updates, 4-H updates and trainings, reports, and State Extension updates were held in person and via Zoom.

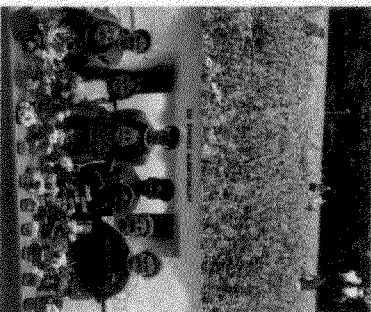




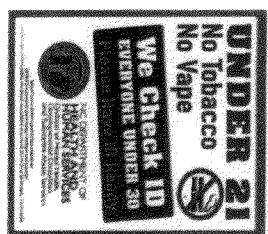
- Planning for the 4-H fall and winter programming.
- Attended lots of zooms and meetings regarding the Eastern Region 4-H Shooting Sports Tournament that was held Saturday, August 27 at the Eastern 4-H Center. Twenty 4-H'ers from Duplin County competed and fourteen will be advancing to state competition on October 1 in Ellerbe.
- Face-to-face contacts: 280, Non face-to-face contacts: 2,693

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Led Educational Program/Showmanship practices for Duplin Lamb Project two days a week for the month.
- Planned fundraising, ordering prizes, and coordinating items for Duplin Livestock Show in mid September
- Attended a day Ag Agents training in Raleigh
- Organized Flower Arranging Workshop taught by local volunteer and delivered bouquets to local sponsors (see pictures at right)
- Assisted with AGR and Jones County Circuit Shows, serving as Pig Circuit Point Collaborator for the season
- Escorted eight showman from the Lamb Project to Le-noir Livestock Show
- Face-to-face contacts: 370, Non face-to-face contacts: 1,678



Jasmine Williams, 4-H Prevention Coordinator



- Attended coalition/collaborative meetings - Duplin County Substance Use Coalition
- Attended trainings - HIV/AIDS and Substance Use Prevention
- Attended meetings - Quarterly Prevention Meeting and Covid-19 Funding Audit
- Started SYNAR/Merchant Education for Bladen and Columbus counties for the contracted months of July - September funded through a grant. (See store sign on left)
- Continued monthly SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.

Duplin County Center P.O.Box 949 Kenansville, NC, 28349 (910) 296-2143 FAX (910) 296-2191

**DUPLIN COUNTY COOPERATIVE EXTENSION
EDUCATIONAL EVENTS**

For more information on any of these educational opportunities, please call the Duplin County Cooperative Extension Service at 296-2143. Contact person is listed in parenthesis.

September 2022

DATE	
01	Lamb Practice - 4:30 pm - Duplin Livestock Facility - Fairground Drive (Charmae Kendall)
06	Clover Critters Club Meeting - 6:00 pm - J. D. Ivey's Farm - (Charmae Kendall)
06	4-H Mentor Forum via Zoom - 11:00 am - (Bridget Huffman)
06	Agribusiness Council Meeting - 7:00 pm - Large Conference Room Lois G. Britt Agricultural Service Center - (Amanda Hatcher)
08	SE District CED Meeting - 9:30 am - Ed Emory Auditorium - Lois G. Britt Agricultural Service Center - (Amanda Hatcher)
07/09	NCA/E4-HYDP Annual Conference - Mantee - (Bridget Huffman)
08	Peanut Pod Blasting Clinic - 10:00 am - Four County Peanuts - (Della King)
08	Mock Show/Lamb Project kids - 6:00 pm - Duplin Livestock Facility Fairground Drive - (Charmae Kendall)
08	Duplin County Beekeepers Meeting - 6:00 pm - Ed Emory Auditorium Lois G. Britt Agricultural Service Center - (Tom Hroza)
09	Ag-Agents Meeting - Wayne County - 10:00 am - (Amanda Hatcher Della King - Tom Hroza)
09/11	Mountain State Fair Livestock Show - Fletcher - (Charmae Kendall)
10	Duplin County Rodeo - 10:00 am - Duplin County Livestock Facility Fairground Drive - (Jessica Hall)
12	Extension Staff Meeting - 9:00 am - Large Conference Room - Lois G. Britt Agricultural Service Center - (Amanda Hatcher/staff)
13	DAISY Meeting - 12:00 pm - Board of Education Office - (Bridget Huffman)
13	4-H Teen Meeting - 6:00 pm - Conference Room 128 - (Bridget Huffman)

- 14 Crop Rotation Field Day - 8:00 am - Wallace - (Jessica Hall)
- 15 Forage Training via Zoom - 3:00 pm - (Jessica Hall)
- 15 Friends of Horticulture - 6:00 pm - Large Conference Room - Lois G. Britt
Agriculture Service Center - (Tom Hiroza)
- 15 Peanut Pod Blasting Clinic - 10:00 am - Four County Peanuts - (Della King)
- 15/16 Duplin County Livestock Show -6:00 pm - Duplin County Livestock Facility
Fairground Drive - (Charmae Kendall - Jessica Hall - Bridget Huffman Amanda Hatcher)
- 17 Duplin County Livestock Show - 10:00 am - Duplin County Livestock Facility
Fairground Drive - (Charmae Kendall - Jessica Hall - Bridget Huffman
Amanda Hatcher)
- 20 ECA District Day - 9:00 am - Jacksonville - (Amanda Hatcher)
- 20 Grains Agronomic Agents Meeting via Zoom - 9:00 am - (Della King)
- 22 Peanut Pod Blasting Clinic - 10:00 am - Four County Peanuts - (Della King)
- 22 TQA & PQA Class - 9:00 am - Large Conference Room - Lois G. Britt
Agricultural Service Center - (Jessica Hall - Amanda Hatcher)
- 23 Lynda's Funtime Junction Afterschool Program - 4:00 pm - Wallace - (Bridget Huffman)
- 26 Duplin County Partnership for Children Board Meeting - 12:00 pm - Duplin County Partnership
for Children Boardroom - (Bridget Huffman)
- 27 4-H Food Show & Nutrition Contest - 6:00 pm - Ed Emory Auditorium - Lois G. Britt
Agricultural Service Center - (Bridget Huffman)
- 29 Peanut Pod Blasting Clinic - 10:00 am - Four County Peanuts - (Della King)
- 29 Zoom Class - 11:00 am - (Amanda Hatcher)
- 30 Lynda's Funtime Junction Afterschool Program - 4:00 pm - Wallace - (Bridget Huffman)

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