BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, November 7th, 2022

224 Seminary Street

Kenansville, N.C. 28349

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

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

Also Present: Mr. George H. Futrelle, Assistant County Manager/Airport Director; Jaime Carr, Assistant Register of Deeds/Deputy Clerk to the Board; Tracy Chestnutt, Finance Officer; and Mr. Tim Wilson, County Attorney.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Mr. George H. Futrelle. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the October 17th, 2022 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA
CONSENT AGENDA

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report ; Tax and Solid Waste Releases- #19773-19801; Tax and Solid Waste Corrections- #19719-19750; Approval of 1st Choice Cabinetry Contract Building Reuse Program Contract Revision #1—Between NC Department of Commerce and Duplin County; Reappointment of Mr. Darrell Grubbs to the Eastern Carolina Council Area Agency on Aging Regional Aging Advisory Committee; Approval of Lease Agreement Between Duplin County & Goshen Medical Center, Inc. for a medical office building on Duplin Street in Kenansville, NC; Centennial Birthday Greetings: Ms. Elizabeth Hicks, 102nd birthday; Ms. Edna Waddell, 101st birthday; & Mr. John Taylor, 103rd birthday; Bad Debt & Deceased Write off for Duplin County Health Department; Approval of Bond Change Rider to Increase the Finance Officer's Bond to $1 million as required by Session Law 2022-53.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. George H. Futrelle, Assistant County Manager/Airport Director, 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.

No Concerns

Mr. George H. Futrelle, Assistant County Manager/Airport Director, appeared before the Board to request that a public hearing be scheduled on December 5, 2022 to receive public comments regarding a request from Carmen Rivera to name a lane in the 200 Block of Mary Bryant Road; Rose Hill, NC in the Island Creek Township: Blessing Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to schedule a public hearing on December 5, 2022 to receive public comments regarding a request from Carmen Rivera to name a lane in the 200 Block of Mary Bryant Road; Rose Hill, NC in the Island Creek Township: Blessing Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Mr. George H., Futrelle, Assistant County Manager/Airport Director, appeared before the Board to present the proposed NC Forestry Service Lease Agreement for property at Duplin County Airpark. The Economic Development Commission (EDC) respectfully requests the Board of Commissioners approve the lease amount and terms for 13.52 acres of County owned property at the Duplin County Airpark to the NC Department of Agriculture & Consumer Services (NCDACS) for the construction of a new NC Forestry Service Region 1 Headquarters. The lease amount and terms are based on an appraisal by Telics and is endorsed by the EDC. The proposed lease if approved will be a thirty (30) year lease commencing in January 2023. The annual payments for years 2023-2027 will be $15,830. The analysis assumes a 10% (ten percent) increase at the end of each five (5) year period which will be accrued over the previous period.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve and authorize the County Manager to execute a lease of 13.52 acres at the Duplin County Airpark to the NC Department of Agriculture & Consumer Services, pursuant to NC General Statute § 160A-274, for the construction of a new NC Forestry Service Region 1 Headquarters, subject to the County Attorney's review, negotiations, and approval of specific lease terms.

Ms. Robin Grotke, Museum Director, appeared before the Board to present a no overdue tax statement that is required be submitted in order to receive funds from the NC Science Museums Grant Program. Session Law 2021-180, the Appropriation Act 2021 provides a nonrecurring legislatively directed grant to Cowan Museum of History and Science through the NC Science Museums Grant Program of the North Carolina Museum of Natural Sciences in the amount of $123,908.56. These funds are federal American Rescue Plan Act (ARPA) funds and will be distributed in two payments of $61,954.28. The second payment can be requested with interim report on expenditure of first payment. In order to receive the funds, paperwork is required, which includes a signed and notarized No Overdue Tax Statement form.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the No Overdue Tax Statement form required in order for the Cowan Museum of History & Science to receive funds awarded by the NC Science Museums Grant Program and authorize Chairman Dexter B. Edwards and County Manager Davis H. Brinson to sign same.

Charles "Twig" Rollins, Planning Director, appeared before the Board to request the appointment of Mr. Russ Brock to the Planning Board. Russ Brock, is a lifelong resident of the Northern Part of Duplin County (48 Years), Mr. Brock holds an Associate Degree, in Agricultural Business Management from James Sprunt Community College. He has worked for Southern States in agricultural sales for 22 years and is also a row crop farmer. Mr. Brock is a past member of the Oak Wolf Fire Department's Board of Directors.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to appointment Mr. Russ Brock to the Planning Board for a two (2) year term beginning on November 1, 2022 and ending on October 31, 2024.

Josh Raynor, Airport Operations Manager, appeared before the board to request the appropriation of funds to purchase fuel for re-sale. Due to exceptional fuel sales and drastic increase in fuel cost, we are short on funds to purchase fuel. Increased sales will directly increase fuel sales revenue this fiscal year.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the appropriation of additional projected revenue in the amount of $685,615 and expenditures in the amount of $588,741 to purchase fuel, an additional $36,255 to sales tax expense and $2,000 to credit service charge and approval of associated budget amendment regarding same.

Brian Matthis, Emergency Planner with Duplin County Fire & Emergency Management Department, appeared before the Board to request the acceptance and approval of the budget amendment for a 2022 Homeland Security Grant Program Funding Award. Grant funding was secured through the NC Department of Public Safety Division of Emergency Management's Domestic Preparedness Region Homeland Security Grant Program (HSGP) for the purchase of a UTV (Utility Terrain Vehicle) and trailer. The purpose of HSGP is to increase response and recovery capabilities of Duplin County, as well as the other nine (9) counties within Domestic Preparedness Region 2.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve and accept funding in the amount of $25,734.50 from the NC Department of Public Safety Division of Emergency Management on behalf of the Duplin County Fire & Emergency Management Department and to approve the associated budget amendment.

Angel Venecia, Public Transportation Director, appeared before the Board to request a public hearing be scheduled on November 21st, 2022 to receive public comments regarding the Public Transportation Department's FY24 grant funding request to fund the Public Transportation System. Duplin County Public Transportation intends to apply for the 5311 CTP Admin. Grant to cover administrative costs and the Combined Capital Grant to cover three (3) replacement vans; new office furnishings and needed equipment.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to schedule a public hearing on November 21st, 2022 to receive public comments on the Duplin County Public Transportation Department's FY24 public transportation grant funding request.

Angel Venecia, Public Transportation Director, appeared before the Board to request a public hearing be scheduled on November 21st, 2022 to receive public comments regarding the Public Transportation Department's 5339 FTA (Federal Transit Administration) Discretionary Grant for the construction of a new public transportation facility.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to schedule a public hearing on November 21st, 2022 to receive public

comments on the Duplin County Public Transportation Department's 5339 FTA (Federal Transit Administration) Discretionary Grant for the construction of a new public transportation facility.

Angel Venecia, Transportation Director, appeared before the Board to present the updated required Duplin County Public Transportation Title VI Policy regarding the services provided. The Office of Civil Rights has reviewed and accepted the revised plan. Additionally, the Duplin County Transportation Advisory Board has reviewed and is recommending the Board of Commissioners adopt the policy as written.

Motion was made by Commissioner Thompson, second by Commissioner Dowe, carried unanimously to approve and adopt the Duplin County Public Transportations' updated Title VI policy; and authorize Chairman to sign.

Tracy Chestnutt, Finance Officer, appeared to request the Board approve the updated Duplin County Finance and Purchasing Policies and Procedures. The purchasing policy is updated periodically by the Finance Office and changes are presented to the Board for approval. The following changes are requested to be approved by the Board:

Section 1.1
Old Language: The County will not conduct business with any vendors who have been debarred by Federal, State, or Local Governments, or any vendors that owe County, State or Federal Taxes. Any successful bidders must provide a Certificate of Taxes Due verifying that no taxes are owed. This form can be obtained from the County Attorney and/or from the Accounting Manager.

New Language: It is the policy of the County not to conduct business with vendors or contractors who have been debarred by Federal, State, or Local Governments, or those who owe County, State, or Federal taxes. Prospective contractors and/or vendors may therefore be required to provide a Certificate of Taxes Due verifying no taxes are owed. A copy of this form can be found within the appendix to this policy.

Explanation: The policy language as written can be interpreted that the finance office requires a certification of no overdue taxes for all vendors. The recommended change continues to assert the County does not conduct business with vendors who are debarred or past due on taxes. However, the recommended changes do not necessarily require the form for all vendors. The Certificate of Taxes Due form was added appendix.

Section 3.2 Purchase Orders
Old Language: The following expenses are excluded from purchase order requirements regardless of amounts:

- Utilities
- Travel expenses
- Trust funds
- Disbursements of tax
- Refunds
- Payroll and Benefits

New Language:

The following expenses are excluded from purchase order requirements regardless of amounts:

- Utilities
- Travel expenses
- Trust funds
- Disbursements of tax
- Refunds
- Payroll and Benefits
- Construction and Grant Project Contracts

Explanation: A contract encumbers budgeted funds because of the action taken by the Board to approve contracts. Therefore, a purchase order is not necessary when a contract has been approved by the Board. The change in exclusions allows the flexibility to use a contract instead of a purchase order to encumber funds for audit purposes. The current policy language does not include contracts in the excluded list. **(U)**

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the requested revisions to the Duplin County Finance and Purchasing Policies and Procedures to become effective this date.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to present the Vital Strategies Opioid Settlement RFA. Vital Strategies released a Request for Applications (RFA) to leverage opioid settlement funds to build community capacity to support Harm Reduction Programs throughout North Carolina. Community Naloxone Distribution (Strategy #7) and Syringe Service Program (Strategy #9) from Option A List of the NC Memorandum of Agreement have been selected as the county's first two services to support the overdose crisis response in Duplin County. Both of these programs are key in reducing overdose deaths and engagement of individuals who use drugs. To help establish these two programs, Vital Strategies will match the County's Opioid Settlement funding to Community Syringe Service Programs and Naloxone Distribution up to $70,000 per year for three years. Funding will be to support community naloxone distribution, evidence-based harm reduction services, drug checking supplies such as fentanyl strips, and other expenses related to the delivery of these services. If awarded, Duplin County will be responsible for continuing 75% percentage of their original annual pledge to these two community-based programs following the expiration of the three-year match from Vital Strategies per year for the remaining distribution period for the Opioid Settlement dollars.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the application for Vital Strategies' "Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions" in the amount of $10,000 and the use of Duplin County's Opioid Settlement Funds as a co-match as requested from the funder.

Tracey Simmons-Kornegay, Health Department, appeared before the Board to present the Eastpointe Grant – "Whole Person Integrated Care". The Health Department applied for a funding opportunity through Eastpointe, the county's LME/MCO, related to Whole Person Integrate Care. With this funding opportunity, there are two areas of focus to include integration of behavioral and physical health along with social determinants of health. These funds will be used for continuation with the department's telepsychiatry program through NC-STeP in addition to providing case management and crisis response.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept Eastpointe's Whole Person Integrated Care Grant in the amount of $50,000.00 on behalf of the Duplin County Health Department and approve the associated budget amendment.

George Futrelle, Asst. County Manager/Airport Director, appeared to make general announcements and/or updates.

CLOSED SESSION
N.C.G.S §143-318.11 (a) (3) – Legal Matters

Motion was made by Commissioner Thompson, seconded by Commissioners Dowe, carried unanimously to go out of open session and into closed session to discuss legal matters.

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

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to adjourn until Monday, November 21st, 2022 at 6:00 p.m. for a

Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

Davis H. Brinson
Clerk to the Board

Duplin County, NC

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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	04	272	BUA	10/14/2022	10/14/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4250	43510					T			1,637.95	
2	4250	45100					T	REPAIRS BUILDING AND GROUNDS	1,637.95		
3	5113	43250					T	CAPITAL OUTLAY		636.00	
4	5114	42370					T	POSTAGE		288.00	
5	5129	42420					T	INJECTABLES		528.00	
6	5139	42600					T	IN HOUSE LAB		288.00	
7	5151	42600					T	OFFICE SUPPLIES		636.00	
8	5163	42600					T	OFFICE SUPPLIES		576.00	
9	5164	42600					T	OFFICE SUPPLIES		288.00	
10	5167	42600					T	OFFICE SUPPLIES		288.00	
11	5173	42600					T	OFFICE SUPPLIES		528.00	
12	5113	44300					T	OFFICE SUPPLIES	636.00		
13	5114	44300					T	RENT	288.00		
14	5129	44300					T	RENT	528.00		
15	5139	44300					T	RENT	288.00		
16	5151	44300					T	RENT	636.00		
17	5163	44300					T	RENT	576.00		
18	5164	44300					T	RENT	288.00		
19	5167	44300					T	RENT	288.00		
20	5173	44300					T	RENT	528.00		
								** JOURNAL TOTAL	0.00	0.00	

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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	04	291	BUA	10/17/2022	10/17/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4530	43510					T			200.00	
2	4530	44300					T	REPAIRS BUILDING AND GROUNDS	200.00		
								RENT			
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	04	356	BUA	10/20/2022	10/20/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4350	49911					T			500.00	
2	4350	43520					T	RESTRICTED TO BLD INSPSL 20151	500.00		
								REPAIRS & MAINTENANCE EQUIPME			
								** 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	04	591	BUA	10/31/2022	10/31/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5176	43110					T			700.15	
2	5110	43510					T	TRAVEL		250.00	
3	5114	42370					T	REPAIRS BUILDING AND GROUNDS		500.00	
4	5163	43250					T	INJECTABLES		638.25	
5	5176	42990					T	POSTAGE	700.15		
6	5110	42490					T	INCENTIVES	50.00		
7	5110	42500					T	VEHICLE SUPPLIES	200.00		
								VEHICLE GASOLINE			

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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	04	591	BUA	10/31/2022	10/31/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB
8	5114	42200					T	FOOD	500.00		
9	5163	42013					T	LAB PROCESSING	638.25		
10	7402	43510					T	REPAIRS BUILDING AND GROUNDS		1,866.00	
11	7402	41990					T	PROFESSIONAL SERVICES	1,866.00		
12	4250	43510					T	REPAIRS BUILDING AND GROUNDS		35.00	
13	4250	42600					T	OFFICE SUPPLIES	35.00		
14	4920	43110					T	TRAVEL		300.00	
15	4920	42980					T	PROGRAM SUPPLIES	300.00		
16	4920	45000					T	GRANTCLIENTS		4,350.00	
17	4920	41990					T	PROFESSIONAL SERVICES	4,350.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	04	630	BUA	10/31/2022	10/31/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB
1	5163	42600					T	OFFICE SUPPLIES		141.05	
2	5178	42980					T	PROGRAM SUPPLIES		6,500.00	
3	5163	41990					T	PROFESSIONAL SERVICES	141.05		
4	5178	41990					T	PROFESSIONAL SERVICES	6,500.00		
5	5110	40121					T	SALARIES		7,220.80	
6	5110	41990					T	PROFESSIONAL SERVICES	6,222.60		

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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	04	630	BUA	10/31/2022	10/31/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB
7	5129	41990					T	PROFESSIONAL SERVICES	998.20		
								** 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	05	21	BUA	11/01/2022	11/01/2022	110722	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB
1	4250	43510					T	REPAIRS BUILDING AND GROUNDS		478.00	
2	4250	43520					T	REPAIRS & MAINTENANCE EQUIPME	478.00		
3	7401	42980					T	PROGRAM SUPPLIES		500.00	
4	7401	44300					T	RENT	500.00		
								** JOURNAL TOTAL	0.00	0.00	
								** GRAND TOTAL	0.00	0.00	

6 Journals printed

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

LL 10-12-22
CW 10-17-22

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE OCTOBER 3, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL 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	79		2022	0168875	$ 115.12	$ 3.22	$ 99.82				$ 218.16	COURT ORDER VOIDED DEEDS FROM 2017 FORWARD
19721	ATKINSON, ROBERT W., JR & WIFE	09	79		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	BASDEN, 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	0100004827	$ 82.94	$ 2.32		$ 8.12			$ 93.38	EXEMPT PROPERTY
19728	DREAMWEAVER PROPERTY MANAGEMENT, LLC	09		15	2022	0100004576	$ 7.35	$ 0.20		$ 0.70			$ 8.05	PROPERTY SHOULD HAVE BEEN TRANSFERRED 2022
19729	FARM CREDIT LEASING SERVICES CORP	11			2022	0000000621	$ 4,354.59	$ 116.21			$ 427.08		$ 4,897.88	RP BILLED ON WRONG VALUE
19730	GALIANO, BETTY	09	79		2022	3062833	$ 302.80	$ 8.47	$ 262.52				$ 573.84	SENIOR LATE FOR ELDERLY EXEMPTION
19731	GARCIA, CYTHIA KARINA & RENE GARCIA	07		04	2022	0100000479	$ 34.30	$ 0.40		$ 0.92	$ 1.56	$ 110.00	$ 127.18	SWMH SHOULD HAVE BEEN TRANSFERRED WITH LAND
	GRIFFIN, JEFFREY SHANE & WF KAYE	02		12	2022	3350802	$ 28.70	$ 0.80		$ 2.61	$ 3.21		$ 35.32	SOLD MYT TRAILER PER DMV
	GRIFFIN, JEFFREY SHANE & WF KAYE	02		12	2022	3350802	$ 23.79	$ 0.67		$ 2.16	$ 2.66		$ 29.28	SOLD MYT TRAILER PER DMV
	GRIFFIN, JEFFREY SHANE & WF KAYE	02	70		2022	3350802			$ 103.77		$ 10.38		$ 114.15	PERSONAL PROPERTY BILLED IN TOWN IN ERROR
19735	HOUSE, JAMES D	04	73		2022	4139543	$ 212.00	$ 5.93	$ 169.01				$ 386.94	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19736	MARTINEZ, HECTOR	05			2021	5541283	$ 15.59	$ 0.44			$ 1.60	$ 90.00	$ 107.63	SWMH DESTROYED PER FIRE REPORT
19737	MARTINEZ, HECTOR	05			2020	5541283	$ 14.66	$ 0.47			$ 1.73	$ 90.00	$ 106.86	SWMH DESTROYED PER FIRE REPORT
19738	MARTINEZ, HECTOR	05			2019	5541283	$ 18.45	$ 0.52			$ 1.90	$ 90.00	$ 110.87	SWMH DESTROYED PER FIRE REPORT
19739	MARTINEZ, HECTOR	05			2018	5541283	$ 20.54				$ 2.05	$ 90.00	$ 112.34	SWMH DESTROYED PER FIRE REPORT
19740	MAXWELL FOODS, INC	13			2022	5625666	$ 42.83	$ 1.26			$ 4.40	$ 110.00	$ 358.43	SOLD SWMH JULY 2021
19741	MAXWELL FOODS, INC	13			2022	0000001222	$ 3,559.44	$ 99.56			$ 365.90		$ 4,024.90	BUSINESS PERSONAL OUT OF BUSINESS-SOLD
19742	MERVIN, FAYE HALL	06			2022	5844542						$ 33.05	$ 33.05	SHOULD HAVE RECEIVED PRO-RATE TRAILER DISCOUNT
19743	RIOS, ESPERANZA ACUNA	02		15	2022	7332113	$ 14.30	$ 0.40		$ 1.00	$ 1.57	$ 110.00	$ 127.27	SWMH DESTROYED IN 2018
19744	RIOS, ESPERANZA ACUNA	02		15	2021	7332113	$ 14.30	$ 0.40		$ 1.00	$ 1.57	$ 90.00	$ 107.27	SWMH DESTROYED IN 2018
19745	RIOS, ESPERANZA ACUNA	02		15	2020	7332113	$ 14.30	$ 0.40		$ 1.00	$ 1.57	$ 90.00	$ 107.27	SWMH DESTROYED IN 2018
19746	RIOS, ESPERANZA ACUNA	02			2019	7332113	$ 14.30	$ 0.40			$ 1.47	$ 90.00	$ 106.17	SWMH DESTROYED IN 2018
19747	RIVERA, OSCAR	09	79		2022	7586158			$ 12.40		$ 1.24		$ 13.64	BILLED IN WRONG TOWN
19748	STEVENS, CLARICE	02			2022	8215025						$ 110.00	$ 110.00	SWMH VACANT SINCE 2020
19749	WHALEY, DOUGLAS E	07		04	2022	9325335	$ 275.63	$ 7.71		$ 17.66			$ 301.00	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19750	WILLIAMS, CHARLIE HRS	13		17	2022	9510147	$ 449.74	$ 12.58		$ 44.03			$ 506.35	RECEIVED AFFIDAVITS FROM ATTORNEY LATE
	GRAND TOTAL						**$ 10,348.37**	**$ 276.96**	**$ 747.39**	**$ 98.65**	**$ 829.85**	**$ 1,211.05**	**$ 13,304.27**	
19778	DREAMWEAVER PROPERTY MANAGEMENT, LLC	09		15	2022	0100004576							$ -	INCORRECT FIRE DISTRICT WAS 9-15 SHOULD BE 9-03

SUBMITTED BY: _____ **FINAL APPROVAL BY:** _____ **DATE APPROVED:** November 1, 2022

LL 10-31-22
CW 11-1-22

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

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19773	ARMSTRONG, WILLIAM & WF KATHA	01		F-07	2022	0129536	$ 178.75	$ 5.00		$ 17.50			$ 201.25	SIGNED LATE FOR ELDERLY EXEMPTION
19774	BAKER, ANGELINA LORRAINE	13		F-17	2022	0210336	$ 14.30	$ 0.40		$ 1.40	$ 1.61	$ 110.00	$ 127.71	SOLD SWMH IN 2017
19775	BAKER, ANGELINA LORRAINE	13		F-17	2021	0210336	$ 14.30	$ 0.40		$ 1.40	$ 1.61	$ 90.00	$ 107.71	SOLD SWMH IN 2017
19776	BAKER, ANGELINA LORRAINE	13		F-17	2020	0210336	$ 14.30	$ 0.40		$ 1.40	$ 1.61	$ 90.00	$ 107.71	SOLD SWMH IN 2017
19777	BAKER, ANGELINA LORRAINE	13			2019	0210336	$ 14.30	$ 0.40			$ 1.47	$ 90.00	$ 106.17	SOLD SWMH IN 2017
19778	BAKER, ANGELINA LORRAINE	13			2018	0210336	$ 14.30				$ 1.43	$ 90.00	$ 105.73	SOLD SWMH IN 2017
19779	BEST, RICHARD EARL	02		F-12	2022	0519987	$ 266.70	$ 7.46		$ 24.25			$ 298.41	BILLED FOR A HOUSE IN ERROR
19780	BROOKS, SUE	05			2022	1147025						$ 110.00	$ 110.00	BILLED INCORRECTLY FOR SOLID WASTE FEE
19781	MARRENA, JULIO CESAR	10			2022	0100005016						$ 330.00	$ 330.00	BILLED FOR 3 SOLID WASTE FEES IN ERROR
19782	DIXON, BRYAN & WF TAMMY DIXON	11		F-17	2021	2301895				$ 11.69			$ 11.69	AFTER LISTED WRONG VALUE FOR FIRE DISTRICT
19783	ESCOBAR, EDWIN ARMANDO & ERIC NOE ESCOBAR	09	T-71		2022	2568476	$ 7.11	$ 0.26	$ 2.98		$ 1.03		$ 11.52	SOLD 1980 MYT TRAILER IN 2019
19784	ESCOBAR, EDWIN ARMANDO & ERIC NOE ESCOBAR	09	T-71		2021	2568476	$ 7.89	$ 0.22	$ 3.31		$ 1.14		$ 12.56	SOLD 1980 MYT TRAILER IN 2019
19785	ESCOBAR, EDWIN ARMANDO & ERIC NOE ESCOBAR	09	T-71		2020	2568476	$ 7.89	$ 0.22	$ 3.31		$ 1.14		$ 12.56	SOLD 1980 MYT TRAILER IN 2019
19786	ESCOBAR, EDWIN ARMANDO & ERIC NOE ESCOBAR	09	T-71		2022	2568476	$ 55.68	$ 1.56	$ 23.36		$ 8.06		$ 88.66	SOLD 1993 PIT MYT TRAILER
19787	HOUSTON, JACKIE LEVON	05		F-20	2022	4141580	$ 233.00	$ 6.52					$ 239.61	SIGNED LATE FOR DISABILITY EXEMPTION
19788	JONES, BRENDA S.	01		F-07	2022	4560760	$ 408.27	$ 11.42		$ 39.97		$ 110.00	$ 569.66	TRANSFERRED WRONG PARCEL
19789	JONES, JULIE A.	01		F-07	2022	0100004241	$ 587.02	$ 16.42		$ 57.47		$ 110.00	$ 770.91	TRANSFERRED WRONG PARCEL
19790	KORNEGAY, RACHEL L.	12	T-76		2022	5087593	$ 294.22	$ 8.23	$ 275.71				$ 578.16	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19791	MILLER, JEROMY P.	07		F-04	2022	5937786						$ 78.95	$ 78.95	HOME FLOODED-NOT MOVING BACK
19792	ROSE, MARGARET	06		F-20	2022	7493950	$ 34.30	$ 0.40			$ 1.47	$ 110.00	$ 126.17	SWMH TORN DOWN OCT. 2021
19793	SMITH, CHRISTOPHER JOHN, JR.	11	T-77		2022	10003547	$ 28.61	$ 0.80	$ 30.01				$ 59.42	BOAT VALUE ADJUSTED PER BILL OF SALE
19794	STROUD, EARLENE PICKETT	13	T-72		2022	8298130	$ 178.75	$ 5.00	$ 125.00				$ 308.75	SIGNED FOR EXEMPTION LATE
19795	WHALEY, CAROL J	03		F-02	2022	9382608	$ 178.75	$ 5.00		$ 16.25			$ 200.00	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19796	WHITFIELD, DAVID WILSON	03		F-01	2022	9419300	$ 67.93	$ 1.90		$ 4.75			$ 74.58	TURKEY HOUSE BURNED IN 2017
19797	WHITFIELD, DAVID WILSON	03		F-01	2021	9419300	$ 67.93	$ 1.90		$ 4.75			$ 74.58	TURKEY HOUSE BURNED IN 2017
19798	WHITFIELD, DAVID WILSON	03		F-01	2020	9419300	$ 67.93	$ 1.90		$ 4.75			$ 74.58	TURKEY HOUSE BURNED IN 2017
19799	WHITFIELD, DAVID WILSON	03		F-01	2019	9419300	$ 67.93	$ 1.90		$ 4.75			$ 74.58	TURKEY HOUSE BURNED IN 2017
19800	WHITFIELD, DAVID WILSON	03		F-01	2018	9419300	$ 67.93			$ 4.75			$ 72.68	TURKEY HOUSE BURNED IN 2017
19801	BOLDA, CONNIE M. HRS	07			2022	0100004971						$ 110.00	$ 110.00	NO HOUSE ON PROPERTY
	GRAND TOTAL						**$ 2,858.18**	**$ 77.65**	**$ 463.68**	**$ 195.08**	**$ 20.57**	**$ 1,428.95**	**$ 5,044.11**	

SUBMITTED BY: _____ **FINAL APPROVAL BY:** _____ **DATE APPROVED:** November 7, 2022

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE BUDGET: FY 2022-23

REQUIRED BUDGET REQUEST SIGN-OFF

The attached College Budget has been reviewed and approved on

October 17, 2022 by the Board of Trustees of

James Sprunt Community College.

_____, **Chairman.**

The attached College Budget has been reviewed and approved in

the amount of $2,279,695 on June 20, 2022

by the County Commissioners of Duplin County.

_____, **Chairman.**

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

October 25, 2022

Dexter B Edwards
Chairman
Duplin County
PO Box 910
Kenansville, NC 28349-0910

Re: Contract Agreement for Grant Number 2022-119-3201-2587; Your Signature and Reply is Requested
Project Title: "1st Choice Cabinetry/Warsewing Cabinets DBA Design Made Cabinetry/Project ACC" – Revision #1

Dear Chairman Edwards:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	Highest Elected Official - Unit of Local Government
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed
Exhibit F	Promissory Note: Defines the repayment terms of the Loan an the event of default.	Legal Property Owner listed on the Deed
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgreports@ncommerce.com. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@ncommerce.com.

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

North Carolina Department of Commerce | Rural Economic Development Division
301 North Wilmington Street | 4346 Mail Service Center | Raleigh, NC 27699-4346
919-814-4600 T

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Rural Economic Development Grant Agreement ("Grant Agreement") with **Duplin County** (the "Governmental Unit" and, together with Commerce, the "Parties").

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority ("Rural Authority") to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement's Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")), the Rural Authority has approved a grant (the "Grant") to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Wards Bridge, LLC** (the "Owner") owns certain real property located at:

1632 West Ward Bridge Rd
Warsaw, NC 28398

in **Duplin** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

   (a). As conditions of the Grant Agreement:
   - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
   - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
   - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
   - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.

   (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.

   (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.

   (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal

proceedings against the Owner to recover such repayment.

(e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

(a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

(b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/16/2022** ("Effective Date") and shall terminate on **6/16/2024** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **$375,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and

requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

(a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.

(b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

(a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as

to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

(b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

(a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.

(b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

(c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.

(d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.

(e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary

(including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

(a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

(b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are

not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

(a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.

(b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.

(c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

(d). The Governmental Unit is solvent.

(e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no

Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of

improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

(f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

(a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.

(b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

(c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the

Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of

limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

(a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.

(b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.

(c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.

(d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however,

that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Dexter B Edwards**
Chairman
Duplin County
PO Box 910
Kenansville, NC 28349-0910

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM – Revision #1 **2022-119-3201-2587**

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Duplin County

Signature: _____ [SEAL]

Printed Name: Dodter Edwards

Title: Chairman, Duplin County Board of Commissioners

Date: November 7, 2022

North Carolina Department of Commerce

Signature: _____ [SEAL]

Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 10/25/2022

EXHIBIT A
SCOPE OF PROJECT

Summary: The project will support the reuse of a 245,000 SF building located at 691 Tear Shirt Road in Mount Olive. The building was constructed in 1960 and has been vacant for seven years. 1st Choice Cabinets sells, installs, and services cabinetry made by various manufacturers across the United States.

EXHIBIT B
PAYMENT SCHEDULE

Eligible Expenditures:
Vacant Building Category: within the existing building footprint
Existing Business Building Category: within the existing building and/or additions
Rural Health Care Category: within the existing building, additions and/or new construction
Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:
The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

BUILDING REUSE PROGRAM - Existing Business Building 2022-119-3201-2587
Duplin County
1st Choice Cabinetry/Warsawing Cabinets DBA Design Mode Cabinetry/Project ACC –
Revision #1

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification
To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.
Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
   - NCUI 101 Forms should be submitted to Commerce.
   - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
   - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
   - The jobs created and the baseline must be maintained concurrently during the same six-month period.
   - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
   - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at http://www.nccommerce.com/rgp. Email completed forms and reports to rgpreports@nccommerce.com.

Duplin County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with **Wards Bridge, LLC** (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

1632 West Ward Bridge Rd
Warsaw, NC 28398

in **Duplin** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.
   (a) The Governmental Unit hereby loans to the Owner the sum of **$375,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
   (b). As conditions of receiving the Loan:
      i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
      ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
      iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
   (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
   (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **129** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **53** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
   (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
   (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
   (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence **6/16/2022** ("Effective Date") and shall terminate **6/16/2024** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.
   (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

   (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.
   (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
   (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.
   (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
   (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
   (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
   (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
   (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
   (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
   (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
   (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
   (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
   (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

(h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

(a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.

(b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.

(c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.

d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.

i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **$7,075.47** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.

ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.

iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

(c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

(including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

16. Special Provisions and Conditions.
    (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
    (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
    (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
    (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #1

EXHIBIT E
2022-119-3201-2587

If to the Governmental Unit: Attn: _____

_____

_____

_____

_____

To the Owner: Attn: _____

_____

_____

_____

_____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.

20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.

21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful

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misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: Duplin County

Signature: _____ [SEAL]

Printed Name: Dexter Edwards

Title: Chairman, Duplin County Board of Commissioners

Owner Name: Duplin County

Signature: _____ [SEAL]

Printed Name: Dexter Edwards

Title: Chairman, Duplin County Board of Commissioners

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2022-119-3201-2587** ("LBC," which is incorporated by reference herein), the undersigned borrower[s] (the "Owner") jointly and severally promise[s] to pay to lender **Duplin County** or its assigns (together, the "Governmental Unit") or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce ("Commerce"), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan ("Loan") funds under the LBC up to and including **$375,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney's fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

1632 West Ward Bridge Rd
Warsaw, NC 28398

in **Duplin** County, North Carolina (the "Property"); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a "Project"; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the "Business" must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys' fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Duplin County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

_____
Signature Chief Financial Officer or Other Authorized Company Official

_____ , _____
Print Name Title

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVUDALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____, 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: November 7, 20 22

If by Entity: Duplin County

Signature: _____ [SEAL]

Printed Name: Dexter Edwards

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Wards Bridge, LLC**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Duplin County** as the beneficiary in the amount of **$375,000.00**.

☐ **Duplin County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **$375,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	Duplin County
By (Signature):	
Printed Name:	Dexter Edwards
Title:	Chairman, Duplin County Board of Commissioners
Date:	November 7, 2022

0135

DUPLIN COUNTY
NORTH CAROLINA

Services for the Aged
Post Office Box 928 – 213 Seminary Street - Kenansville, N.C. 28349
Telephone 910-296-2140 – Fax 910-296-2142

October 31, 2022

Mr. Davis H. Brinson, County Manager
P. O. Box 910
Kenansville, N.C. 28349

Re: Reappointment of Mr. Darrell Grubbs

Dear Mr. Brinson,

In accordance with the Older Americans Act, Eastern Carolina Council Area Agency on Aging is mandated to establish an advisory council to carry out advisory functions which further support the mission of developing and coordinating community-based services for all older adults in Region P.

This committee is also referred to as the Regional Aging Advisory Committee (RAAC) and consists of three representatives from each county. Mr. Darrell Grubbs current term will expire at the end of this month. Mr. Grubbs has agreed to serve an additional three-year term. It is my recommendation to reappoint Mr. Darrell Grubbs with a term of November 2022 – November 2025.

If this request is approved by the Duplin County Board of Commissioners, please send confirmation to Ms. Heather O'Connor, and myself to secure as official records of reappointment.

Sincerely,

Melisa S. Brown

Melisa S. Brown

STATE OF NORTH CAROLINA **LEASE AGREEMENT**

COUNTY OF DUPLIN

THIS LEASE AGREEMENT is made and entered into, by and between the **COUNTY OF DUPLIN**, (LESSOR) and **GOSHEN MEDICAL CENTER, INC.** ("LESSEE").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the LESSOR does hereby lease and rent to the LESSEE, for the term and upon the conditions hereinafter set forth, those certain premises (hereinafter referred to as the "premises" or "leased premises") in "AS IS" condition and more particularly described as follows: Office space located at 214 Duplin Street in Kenansville, North Carolina.

TO HAVE AND TO HOLD said premises above described, together with all privileges and appurtenances thereunto belonging upon the following terms and conditions:

1. **TERM/MODIFICATION/CONTINGENCIES**: The term of this Lease shall be for a one year period, commencing September 1, 2022 and terminating on October 31, 2023.

2. **RENT**: The LESSEE shall pay to the LESSOR during the term set forth in paragraph one (1) above, without demand and without deduction, abatement or set off, rent in the amount of One Thousand and Fifty Dollars and No Cents ($1,050.00) monthly. Said rent shall be payable on or before the first of the month. Failure to pay rent by the fifth day of the month shall incur a 5% late fee, which shall be considered unpaid rent, and shall serve as grounds for immediate termination and immediate possession of the premises by LESSOR. Any payments received from LESSEE shall be first applied to previous unpaid rent. Any rent remaining unpaid after thirty days shall be subject to interest at the rate of 10%.

3. **TERMINATION CLAUSE:** This lease may be terminated by Lessor upon thirty (30) days written notice if the leased premise is required for a public purpose. The lease may be terminated by Lessee upon thirty (30) days written notice if the contract with Dr. Corazon Ngo, the physician who occupies the premises, is terminated.

4. **USE:** The premises shall be used by the Lessee solely for the purpose of operating a medical practice. No other use shall be made of the premises without the prior written consent of the Lessor, but such consent shall not be withheld unreasonably. No unlawful or offensive use shall be made of the premises. The Lessee agrees to comply with all state and federal or city and county laws and ordinances relating to the use of the premises, including specifically, but not exclusively, all laws and ordinances relating to the storage and use of inflammable, toxic, or combustible materials. Failure to comply with all local, state, or federal laws shall serve as grounds for immediate termination.

5. **ASSIGNMENT AND SUBLEASE:** The Lessee shall not assign or in any manner transfer the lease or any estate, interest or benefit therein or sublet the premises or any parts thereof or permit the use of the same or any part thereof by anyone other than Lessee without the written prior consent of Lessor.

6. **ALTERATIONS, IMPROVEMENTS, AND RETURN OF PREMISES**: The Lessee at its own expense may make alterations, additions, and improvements of a material or structural nature only with the prior written consent of the Lessor. All alterations, additions and improvements shall become the property of the Lessor and shall be surrendered with the premises upon termination of this lease, but the Lessor may require the Lessee to remove any part or all of such alterations, additions, or improvements,

at the Lessee's expense, upon termination hereof. During the term of this lease and upon the termination hereof, the Lessee shall have the right to remove all fixtures, equipment, and machinery installed upon the premises by it, provided that removal can be effected without materially damaging or affecting the building structurally. Any damage by such removal shall be repaired by the Lessee at its expense. The Lessee agrees that it will return the leased premises at the end of the term or upon any earlier termination of this lease, in as good order and condition, ordinary wear and tear expected, as the leased premises were at the time of the commencement of this lease.

7. **LESSEE'S OBLIGATION TO MAINTAIN AND REPAIR:** The Lessee shall keep and maintain the premises in neat, orderly, safe, and clean condition all times during the term of this lease, and shall return the same to Lessor at any termination hereof in as good a condition as the premises were at the commencement of the term hereof, except for loss, damage or depreciation caused by reasonable wear and tear and damage by accidental fire or other casualty. Lessee shall keep the premises, entryways, sidewalks and delivery areas adjoining the premises clear and free from rubbish, accumulation of dirt, snow, standing water, and ice.

8. **UTILITIES:** It is understood and agreed by the parties hereto that Lessor shall not furnish any water, heat, gas, lights, electricity or other utilities required for the use of the leased premises and that all such expense shall be borne by Lessee. The Lessee shall pay for all utilities, including but not limited to electricity, water, heat, gas, sewer services, telephone service, and trash collection. The Lessor shall not be or become liable for damages to the Lessee alleged to be caused or occasioned to or by or in any way connected with or the result of any interruption, defect or breakdown from any cause whatever of any of such services. If Lessee fails to pay for such utilities, Lessor may at its discretion immediately terminate this Lease and charge any such costs paid on behalf of Lessee as unpaid rent.

9. **ENTRY BY LESSOR:** The Lessor shall have the right to enter the premises at all reasonable hours for the purposes of inspecting the same; however, the Lessor shall whenever possible provide the Lessee with reasonable notice of the Lessor's intent to enter and inspect the premises.

10. **INSURANCE OBTAINED BY LESSOR:** Lessor may procure and keep in force for its sole benefit and at its own discretion during the term of this lease a policy or policies of fire, all-risk coverage, and liability insurance.

11. **INSURANCE OBTAINED BY LESSEE:** Lessee, at its expense, shall insure and keep in effect such insurance, as it in its discretion deems proper, insuring its interest in its furniture, equipment, fixtures and other personal property. The Lessee, at its expense, shall additionally procure and continue in force general liability insurance naming the Lessor as a named insured against any and all claims for injuries to persons occurring on the leased premises in an amount not less than One Million Dollars ($1,000,000) for injuries to persons in one accident, not less than Three Hundred Thousand Dollars ($300,000) for injury to any one person, and property damage at least in the amount of One Hundred Thousand Dollars ($100,000). Such insurance shall be written by a company authorized to engage in the business of general liability insurance in the State of North Carolina. The policy or policies shall provide that the insurance shall not be cancelled, nor shall there be any change in the scope or amount of coverage of the policy unless ten (10) days prior written notice has been given to the Lessor. The policy or policies, or certifications thereof, shall be delivered to the Lessor and Lessee upon the commencement of the interim term of this lease and upon each renewal of the insurance.

12. **WAIVER OF SUBROGATION RIGHTS:** Subject to the conditions hereinafter provided in this paragraph, the Lessor shall not be liable for any business interruption, any loss or damage to property, or injury to or any death of any person occurring on the lease premises, or in any manner growing

out of or connected with the Lessee's use and occupation of the leased premises, or the condition thereof, whether or not caused by the negligence or other fault of the Lessor, the Lessee, or their respective agents, employees, Lessees, sub-lessees, licensee or assignees.

13. **DESTRUCTION OF PREMISES:** If the leased premises are totally destroyed by fire or other casualty not resulting from the wrongful or negligent act of Lessee, either the Lessor or the Lessee may by written notice given not later than thirty (30) days after the date of such destruction, terminate this lease, in which event any rent paid for the period beyond the date of such destruction shall be refunded to Lessee. If, under the circumstances set forth above, there is not a total destruction of the premises but the Lessee reasonably is required to close its operations during repairs, rent shall abate while so closed; but if the Lessee is able to continue its operations during such repairs, rent shall be adjusted and prorated in the proportion which the area of unusable lease space bears to the total leased premises, providing that the Lessor shall not in such case have any liability for any losses claimed by Lessee. However, if the damages are such that the Lessor or Lessee conclude that restoration cannot be completed within ninety (90) days, then either Lessor or Lessee may terminate this lease with thirty (30) day written notice.

14. **INDEMNIFICATION:** The Lessee shall defend, indemnify and hold harmless the Lessor from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the Lessee, its servants, employees, agents, or invitees, or any change, alteration or improvement made by Lessee in the premises.

15. **DEFAULT: IF LESSEE:** (a) fails to pay rent or utilities as provided in this lease when due; (b) breaches any other agreement or obligation herein set forth; (c) files (or has filed against it) any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar actions), either in state or federal court; (d) becomes insolvent, makes any transfer in fraud of creditors, has a receiver appointed for its assets, or abandons the premises, or makes an assignment for benefit of creditors, then in addition to any other lawful right or remedy which it may have, Lessor may do the following: (a) declare the rent for the balance of the term immediately due and payable, and collect the same by distress or otherwise; (b) seize and hold any personal property of Lessee located on the leased premises and assert against the same a lien for monies due for Lessor; (c) without obtaining any court authorization, lock the leased premises and deny Lessee access thereto; (d) immediately terminate this lease without further notice and immediately repossess the leased premises, and with or without terminating, relet the same at such amount as Lessor deems reasonable, and if the relet rent is less than the rent paid by Lessee then Lessee shall pay the difference on demand to Lessor. All expenses of Lessor in repairing or restoring the premises for reletting, together with leasing fees in seeking and obtaining a new Lessee, shall be charged as a liability to Lessee as unpaid rent. Lessor's reasonable attorney's fees in pursuing any of the foregoing remedies, or in collecting any rents due by Lessee hereunder, shall be paid by Lessee. All rights and remedies of Lessor are cumulative, and the exercise of any one shall not be construed as an election excluding Lessor at any other time from exercise of a different or inconsistent remedy. No waiver by Lessor of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

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

17. **SIGNS:** Lessee shall not mount or otherwise display any external sign(s) without obtaining prior approval from the Lessor.

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18. **NOTICES:** Any notice required to be given hereunder from either of the parties to the other shall be in writing. Notices from Lessor to Lessee may be served personally, posted on the door of the leased premises, or sent by the United States Postal Service by first class mail, postage paid, certified, return receipt requested, and addressed as follows:

NOTICE TO LESSOR:
Name
Address
City
Phone

NOTICE TO LESSEE:
Name Dr. Greg Bounds, CEO
Address 412 SW Center St.
City Faison, NC 28341

Phone 910 267 1942

19. **HOLDOVER:** It is further covenanted and agreed that if Lessee, any assignee or sub-lessee shall continue to occupy the leased premises after the expiration of this Lease, such tenancy shall be considered a month-to-month tenancy and Lessor shall have the right to immediate possession of the premises upon five days written notice to Lessee.

20. **ENTIRE AGREEMENT; WAIVER:** This lease agreement contains the entire agreement of the parties as to their subject matter and may not be altered, amended, or modified except by a writing signed by both parties. No waiver of or delay in exercising any right or power under this lease shall impair any such right or power or shall be construed as a waiver of any breach or default, or acquiescence thereto. One or more waivers of any covenant, term, or condition of this lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach or default of the same covenant, provision, or condition. The consent or approval by either party of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act. No provision of this lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. The receipt by Lessor of rent with knowledge of or during the existence of any breach or default shall not be deemed a waiver of such breach or default.

21. **SUCCESSORS AND ASSIGNS:** This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.

22. **LAWS GOVERNING:** This lease shall be governed by the laws of the State of North Carolina. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

23. **NO WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach or any other term, condition, or covenant contained herein.

24. **EXCUSE:** Neither party shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by an governmental authority, pandemic, civil riot, floods, acts of terrorism, or any other cause not reasonably within the control of the parties and which by the exercise of due diligence either party is unable, wholly or in part, to prevent or overcome.

25. **AUTHORITY.** By execution hereof, the person signing for each party below certifies that he/she has read this Lease Agreement and that he/she is duly authorized to execute this Lease Agreement.

IN WITNESS WHEREOF, LESSOR AND LESSEE have executed this lease in three (3) duplicate originals, all as of the day and year first above written.

Reviewed by Department Head
David H. Thomas, County Manager
Signature

Date Reviewed: Oct. 26, 2022

LESSOR: DUPLIN COUNTY

Signature — Date 11/7/22

Witness

LESSEE:

Signature — Date 10/11/22

Title: CEO

Witness

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Liberty Mutual SURETY

Charlotte
P.O. Box 49660
Charlotte, North Carolina 28277
+1 (800) 763-9247 Fax: +1 (866) 548-6575

Change Bond Increase/Decrease Rider

To be attached to and form a part of surety bond number 601132399 dated the 21st day of March, 2018 issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of Tracy Lee Chestnut as principal (the "Principal"), in favor of Duplin County Commissioners , as obligee (the "Obligee").

The Principal and Surety hereby consent to changing the attached bond as follows:

The Bond Amount is changed from 150,000 USD to 1,000,000 USD.

This change is effective the 20th day of October, 2022.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 20th day of October, 2022.

WITNESS / ATTEST _____

Tracy Lee Chestnut
(Principal)

By: Tracy Chestnut (Seal)
Title: Finance Officer
Date: 11/1/22

The Ohio Casualty Insurance Company
(Surety)

By: Timothy A. Mikolajewski
Title: Timothy A. Mikolajewski, Assistant Secretary
Date: 10/20/2022

THE OHIO CASUALTY INSURANCE COMPANY 1919

Duplin County Commissioners
(Obligee)

By: _____ (Seal)
Title: Board Chairman
Date: 11/7/2022

LMIC-3000

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

SHARON EDMUNDSON
DEPUTY TREASURER

Memorandum #2023-06

TO: **Independent Auditors, North Carolina Local Governments and Public Authorities, Interested Parties**

FROM: **Susan McCullen, Director, Fiscal Management Section**

SUBJECT: **Revised Fidelity Bond Requirements and Other Modifications to G.S. 159-29**

DATE: **October 19, 2022**

Effective January 1, 2023, the fidelity bond requirements of G.S. 159-29 have been rewritten by Section 9 of Session Law 2022-53. The revised requirements are effective on January 1, 2023 and apply to fidelity bonds obtained or renewed on or after that date. The minimum finance officer fidelity bond should be based on the annually budgeted funds amounts for the fiscal year covered by the bond, for example, the fidelity bond for the fiscal year beginning July 1, 2023, should be based on the budgeted amount for that same fiscal year.

A person may not be appointed as a finance officer or assume the duties for which a bond is required if the person is unable to obtain the bond required by G.S. 159-29.

Under the revised statute, the bond for the finance officer "may not be less than the greater of the following:

(1) Fifty thousand dollars ($50,000).

(2) An amount equal to ten percent (10%) of the unit's annually budgeted funds, up to one million dollars ($1,000,000)."

The statute establishes minimum bond requirements. Governing boards may determine that greater bond amounts are necessary and appropriate.

Examples of the calculation of the minimum required finance officer fidelity bond amount follow:

Unit and Funds	Annually Budgeted Expenditures
Example One	
General Fund	$ 174,350
Multiyear Capital Projects Funds	n/a
Enterprise Fund	105,360
Total – Annually Budgeted Funds	$ 279,710
10% of Annually Budgeted Funds	$27,971
G.S. 159-29(a)(1) applies	
Finance Officer – minimum fidelity bond required	**$ 50,000**

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45
Telephone: (919) 814-4300 • Fax: (919) 855-5812
www.NCTreasurer.com

Unit and Funds	Annually Budgeted Expenditures
Example Two	
General Fund (Only Fund)	$ 766,312
Total – Annually Budgeted Funds	$ 766,312
10% of Annually Budgeted Funds	$76,631
G.S. 159-29(a)(2) applies	
Finance Officer – minimum fidelity bond required	**$ 76,631**
Example Three	
General Fund	$ 754,212
Debt Service Fund	24,362
Multiyear Capital Projects Funds	n/a
Enterprise Funds	424,430
Multiyear Enterprise Capital Projects Fund	n/a
Total – Annually Budgeted Funds	$ 1,203,004
10% of Annually Budgeted Funds	$120,300
G.S. 159-29(a)(2) applies	
Finance Officer – minimum fidelity bond required	**$ 120,300**
Example Four	
General Fund	$ 282,224,212
Emergency Telephone System Special Revenue Fund	625,300
Arena Center Special Revenue Fund	423,325
Multiyear Capital Projects Funds	n/a
Enterprise Fund	146,350
Multiyear Enterprise Capital Projects Fund	n/a
Total – Annually Budgeted Funds	$ 283,419,187
10% of Annually Budgeted Funds	$28,341,912
G.S. 159-29(a)(2) applies	
Finance Officer – minimum fidelity bond required	**$ 1,000,000**

The "annually budgeted funds" amount is the "total expenditures" in the "original budget" as adopted for all annually budget funds. The annually budgeted funds exclude those for which a multiyear project ordinance is adopted, those in intragovernmental service funds, and those in trust or custodial funds.

If you have questions or comments on this memorandum, please contact a staff member of the State and Local Government Finance Division staff at 919-814-4300 or SLGFD@nctreasurer.com.

G.S. 159-29 with changes indicated as enacted in Session Law 2022-53.

§ 159-29. Fidelity bonds.

(a) The finance officer shall give a true accounting and faithful performance bond with sufficient sureties in an amount to be fixed by the governing ~~board, not less than fifty thousand dollars ($50,000).~~ board. A person may not be appointed as a finance officer if the person is unable to obtain the bond required by this section. The premium on the bond shall be paid by the local government or public authority. The amount of the bond fixed by the governing board may not be less than the greater of the following:

(1) Fifty thousand dollars ($50,000).

(2) An amount equal to ten percent (10%) of the unit's annually budgeted funds, up to one million dollars ($1,000,000).

(b) Each officer, employee, or agent of a local government or public authority who handles or has in his custody more than one hundred dollars ($100.00) of the unit's or public authority's funds at any time, or who handles or has access to the inventories of the unit or public authority, shall, before being entitled to assume his duties, give a faithful performance bond with sufficient sureties payable to the local government or public authority. A person who is unable to secure the bond required by this section cannot assume the duties for which a bond is required under this section. The governing board shall determine the amount of the bond, and the unit or public authority may pay the premium on the bond. Each bond, when approved by the governing board, shall be deposited with the clerk to the board.

If another statute requires an officer, employee, or agent to be bonded, this subsection does not require an additional bond for that officer, employee, or agent.

(c) A local government or public authority may adopt a system of blanket faithful performance bonding as an alternative to individual bonds. If such a system is adopted, statutory requirements of individual bonds, except for elected officials and for finance officers and tax collectors by whatever title known, do not apply to an officer, employee, or agent covered by the blanket bond. However, although an individual bond is required for an elected official, a tax collector, or finance officer, such an officer or elected official may also be included within the coverage of a blanket bond if the blanket bond protects against risks not protected against by the individual bond.

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Davis H. Brinson
County Manager/Clerk to the Board

George H. Futrelle
Assistant County Manager

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

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

Date of Certification: November 7, 2022

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Cowan Museum of History and Science, under the County of Duplin, does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Dexter B. Edwards and Davis Brinson being duly sworn, say that we are the Board Chair and County Manager respectively, of the County of Duplin of Kenansville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal) Jaime W. Carr My Commission Expires: 4/23/23

Jaime W. Carr Notary Public Duplin County, NC

County Manager

Sworn to and subscribed before me on the 27th day of October, 2022.

(Notary Signature and Seal) My Commission Expires: Jan. 25, 2026

Trisha-Ann Taylor Hoskins Notary Public Duplin County, NC

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795

1 G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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Davis H. Brinson
County Manager/Clerk to the Board

George H. Futrelle
Assistant County Manager

Board of County Commissioners
Elwood Garner – District 1
Dexter B. Edwards, Chair – District 2
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Wayne E. Branch – District 5

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

November 7, 2022

Ms. Elizabeth M. Hicks
614 Forest Lane
Wallace, NC 28466

Dear Ms. Hicks:

Happy Birthday! We consider it a special privilege to honor you on such an important day, your 102nd birthday.

We feel sure that you have enriched the lives of many persons over the years with your wisdom, strength and guidance. We do appreciate the contributions that you have made to help make our county a better place to live.

It is our sincere desire that God will continue to bless you, and that you will have the power to press forward and have many more birthdays.

Sincerely,

Dexter Edwards, Chairperson
Duplin County Board of Commissioners

Davis H. Brinson
County Manager/Clerk to the Board

George H. Futrelle
Assistant County Manager

Board of County Commissioners
Elwood Garner – District 1
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224 Seminary Street; Post Office Box 910
Kenansville, North Carolina 28349
Office: (910) 296-2100 Fax: (910) 296-2107

November 7, 2022

Ms. Edna W. Waddell
1036 Wellstown Road
Teachey, NC 28464

Dear Ms. Waddell:

Happy Birthday! We consider it a special privilege to honor you on such an important day, your 101th birthday.

We feel sure that you have enriched the lives of many persons over the years with your wisdom, strength and guidance. We do appreciate the contributions that you have made to help make our county a better place to live.

It is our sincere desire that God will continue to bless you, and that you will have the power to press forward and have many more birthdays.

Sincerely,

Dexter Edwards, Chairperson
Duplin County Board of Commissioners

Davis H. Brinson
County Manager/Clerk to the Board

George H. Futrelle
Assistant County Manager

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

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

November 7, 2022

Mr. John W. Taylor
4026 Highway 11 South
Wallace, NC 28466

Dear Mr. Taylor:

Happy Birthday! We consider it a special privilege to honor you on such an important day, your 103rd birthday.

We feel sure that you have enriched the lives of many persons over the years with your wisdom, strength and guidance. We do appreciate the contributions that you have made to help make our county a better place to live.

It is our sincere desire that God will continue to bless you, and that you will have the power to press forward and have many more birthdays.

Sincerely,

Dexter Edwards, Chairperson
Duplin County Board of Commissioners

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / LINE DESCRIPTION	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 05 2 11/08/2022					BUA 110722C 1 1					
1	4952	34596		EASTPOINT 4-H GRANT	EAST POINTCOOP EXT 4H PREV		-44,859.00	-33,205.32	-78,064.32	
	10-49-4950-4952-000-34596				4-H Prev Block Grant	11/08/2022				
2	4952	34597		EASTPOINT 4-H GRANT	EASTPOINTE 4H OTHER COUNTIES		.00	-1,200.00	-1,200.00	
	10-49-4950-4952-000-34597					11/08/2022				
3	4952	40121		EASTPOINT 4-H GRANT	SALARIES		32,299.77	15,160.00	47,459.77	
	10-49-4950-4952-000-40121					11/08/2022				
4	4952	40181		EASTPOINT 4-H GRANT	SOCIAL SECURITY		2,752.59	865.00	3,617.59	
	10-49-4950-4952-000-40181					11/08/2022				
5	4952	40182		EASTPOINT 4-H GRANT	RETIREMENT		3,717.95	2,033.85	5,751.80	
	10-49-4950-4952-000-40182					11/08/2022				
6	4952	40183		EASTPOINT 4-H GRANT	HOSPITAL INSURANCE		7,191.75	3,400.00	10,591.75	
	10-49-4950-4952-000-40183					11/08/2022				
7	4952	40184		EASTPOINT 4-H GRANT	Life Insurance		15.56	10.44	26.00	
	10-49-4950-4952-000-40184					11/08/2022				
8	4952	41860		EASTPOINT 4-H GRANT	WORKERS COMPENSATION		10.37	10.37	20.74	
	10-49-4950-4952-000-41860					11/08/2022				
9	4952	42381		EASTPOINT 4-H GRANT	EDUCATIONAL SUPPLIES		4,130.56	2,356.37	6,486.93	
	10-49-4950-4952-000-42381					11/08/2022				
10	4952	43110		EASTPOINT 4-H GRANT	TRAVEL		2,832.95	6,700.00	9,532.95	
	10-49-4950-4952-000-43110					11/08/2022				
11	4952	43540		EASTPOINT 4-H GRANT	SOFTWARE MAINTENANCE		.00	96.36	96.36	
	10-49-4950-4952-000-43540					11/08/2022				
12	4952	44500		EASTPOINT 4-H GRANT	INSURANCE AND BONDS		.00	48.93	48.93	
	10-49-4950-4952-000-44500					11/08/2022				
13	4952	42600		EASTPOINT 4-H GRANT	OFFICE SUPPLIES		500.00	3,724.00	4,224.00	
	10-49-4950-4952-000-42600					11/08/2022				
					** JOURNAL TOTAL			0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2					SRC JNL-DESC ENTITY AMEND					
2023 05 3 11/08/2022					BUA 110722C 1 1					

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION	EFF DATE		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	3	11/08/2022			BUA 110722C	1	2	
1	4530	39969		Airport	FUND BALANCE APPROPRIATED	-43,138.00	-5,000.00	-48,138.00
	65-70-4530-0000-000-39969					11/08/2022		
2	4530	43520		Airport	REPAIRS & MAINTENANCE EQUIPME	21,000.00	5,000.00	26,000.00
	65-70-4530-0000-000-43520					11/08/2022		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	4	11/08/2022			BUA 110722C	1	1	
1	4100	39969		GENERAL FUND	FUND BALANCE	-3,148,361.80	7,475.00	-3,140,886.80
	10-41-4100-0000-000-39969					11/08/2022		
2	4310	33324		Sheriff	NCDPS TACTICAL GEAR GRANT	.00	-7,475.00	-7,475.00
	10-43-4310-0000-000-33324					11/08/2022		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	5	11/08/2022			BUA 110722C	1	1	
1	4329	42980		NCPS Law Enforcement Grant	PROGRAM SUPPLIES	32,006.32	-17,000.00	15,006.32
	10-43-4310-4329-000-42980					11/08/2022		
2	4329	45100		NCPS Law Enforcement Grant	CAPITAL OUTLAY	.00	17,000.00	17,000.00
	10-43-4310-4329-000-45100					11/08/2022		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	6	11/08/2022			BUA 110722C	1	1	
1	4520	38398		Transportation	INSURANCE SETTLEMENTS Vehicle #858	.00	-2,189.16	-2,189.16
	64-70-4520-0000-000-38398					11/08/2022		
2	4520	43530		Transportation	REPAIRS VEHICLES Vehicle #858	50,000.00	2,189.16	52,189.16
	64-70-4520-0000-000-43530					11/08/2022		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	19	11/08/2022			BUA 110722C	1	1	

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION	EFF DATE		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	19	11/08/2022			BUA 110722C	1	1	
1	4550	49910		TRANSPORTATION BUILDING NEW	COCONTINGENCY	179,578.00	-69,290.00	110,288.00
	43-45-4520-4550-000-49910					11/08/2022		
2	4550	41010		TRANSPORTATION BUILDING NEW	COADMINISTRATIVE EXPENSE	323.00	277.00	600.00
	43-45-4520-4550-000-41010					11/08/2022		
3	4550	41040		TRANSPORTATION BUILDING NEW	COENGINEERING SERVICES	4,987.00	69,013.00	74,000.00
	43-45-4520-4550-000-41040					11/08/2022		
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023 05	24	11/08/2022			BUA 110722C	1	1	
1	4550	49910		TRANSPORTATION BUILDING NEW	COCONTINGENCY	179,578.00	-28,000.00	151,578.00
	43-45-4520-4550-000-49910					11/08/2022		
2	4550	41010		TRANSPORTATION BUILDING NEW	COADMINISTRATIVE EXPENSE	323.00	28,000.00	28,323.00
	43-45-4520-4550-000-41010					11/08/2022		
					** JOURNAL TOTAL		0.00	

Duplin County, NC

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	OB	DEBIT	CREDIT
2023 5 2					
BUA 4952-34596 11/08/2022 110722C	EAST POINTCOOP EXT 4H PREV 4-H Prev Block Grant	T	S		33,205.32
BUA 4952-34597 11/08/2022 110722C	EASTPOINTE 4H OTHER COUNTIES	T	S		1,200.00
BUA 4952-40121 11/08/2022 110722C	SALARIES	T	S	15,160.00	
BUA 4952-40181 11/08/2022 110722C	SOCIAL SECURITY	T	S	865.00	
BUA 4952-40182 11/08/2022 110722C	RETIREMENT	T	S	2,033.85	
BUA 4952-40183 11/08/2022 110722C	HOSPITAL INSURANCE	T	S	3,400.00	
BUA 4952-40184 11/08/2022 110722C	Life Insurance	T	S	10.44	
BUA 4952-41860 11/08/2022 110722C	WORKERS COMPENSATION	T	S	10.37	
BUA 4952-42381 11/08/2022 110722C	EDUCATIONAL SUPPLIES	T	S	2,356.37	
BUA 4952-43110 11/08/2022 110722C	TRAVEL	T	S	6,700.00	
BUA 4952-43540 11/08/2022 110722C	SOFTWARE MAINTENANCE	T	S	96.36	
BUA 4952-44500 11/08/2022 110722C	INSURANCE AND BONDS	T	S	48.93	
BUA 4952-42600 11/08/2022 110722C	OFFICE SUPPLIES	T	S	3,724.00	
	JOURNAL 2023/05/2 TOTAL			.00	.00
2023 5 3					
BUA 4530-39969 11/08/2022 110722C	FUND BALANCE APPROPRIATED	T	S		5,000.00
BUA 4530-43520 11/08/2022 110722C	REPAIRS & MAINTENANCE EQUIPME	T	S	5,000.00	
	JOURNAL 2023/05/3 TOTAL			.00	.00
2023 5 4					
BUA 4100-39969 11/08/2022 110722C	FUND BALANCE	T	S	7,475.00	
BUA 4310-33324 11/08/2022 110722C	NCDPS TACTICAL GEAR GRANT	T	S		7,475.00
	JOURNAL 2023/05/4 TOTAL			.00	.00

Duplin County, NC

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	OB	DEBIT	CREDIT
2023 5 5					
BUA 4329-42980 11/08/2022 110722C	PROGRAM SUPPLIES	T	S		17,000.00
BUA 4329-45100 11/08/2022 110722C	CAPITAL OUTLAY	T	S	17,000.00	
	JOURNAL 2023/05/5 TOTAL			.00	.00
2023 5 6					
BUA 4520-38398 11/08/2022 110722C	INSURANCE SETTLEMENTS Vehicle #858	T	S		2,189.16
BUA 4520-43530 11/08/2022 110722C	REPAIRS VEHICLES Vehicle #858	T	S	2,189.16	
	JOURNAL 2023/05/6 TOTAL			.00	.00
2023 5 19					
BUA 4550-49910 11/08/2022 110722C	CONTINGENCY	T	S		69,290.00
BUA 4550-41010 11/08/2022 110722C	ADMINISTRATIVE EXPENSE	T	S	277.00	
BUA 4550-41040 11/08/2022 110722C	ENGINEERING SERVICES	T	S	69,013.00	
	JOURNAL 2023/05/19 TOTAL			.00	.00
2023 5 24					
BUA 4550-49910 11/08/2022 110722C	CONTINGENCY	T	S		28,000.00
BUA 4550-41010 11/08/2022 110722C	ADMINISTRATIVE EXPENSE	T	S	28,000.00	
	JOURNAL 2023/05/24 TOTAL			.00	.00

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Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

Report generated: 11/02/2022 08:46
User: chelsey.lanier
Program ID: bgamdent

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349
910-296-2164

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Oscar & Carmen Rivera
   Address: 323 N. Maple St. Lot 7
   City/State/Zip: Rose Hill, NC 28458
   Telephone: Work: _____ Home: 910.508.9144
2. MAIL DETERMINATON TO (if different than applicant information):
   Name: _____
   Address: _____
   City/State/Zip: _____
3. ROAD LOCATION: Township Island Creek Range _____
   DESCRIPTION: Odell Mary Bryant Rd
4. PARCEL TAX-ID: 00.1685
5. PROPOSED ROAD NAME: Blessing Lane
   BACKUP NAME 1: Victory Lane
   BACKUP NAME 2: Latin Victory Lane
   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Land Owner Signature	Parcel
Eduardo Joachim	
Mark Bachman	
Ewis Bachman	
Farmer Divers	

0146

The applicant hereby certifies that the signatures on this petition constitute the required amount o
accessing or adjoining the road to be named by this petition.

Applicant's Signature: Carmen Rivera

Fire Department Approval:

Signature: [signature]

Print or type name: Greg Carr

Department Name: Greenlevers VFD

USPS Approval:

Signature: [signature]

Print or type name: Kaye Griffin

Department Name: Teachey Post Office

Date: 10/18/22



Instructions for what to do with attachments once approved:

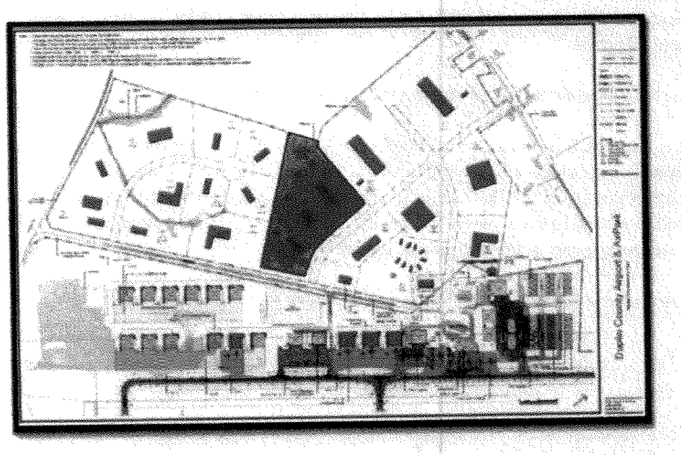
Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

0147

PURPOSE OF REPORT

The purpose of this report is to estimate the Market Value of the proposed ***Leased Fee* Interest** of Duplin County lot/ land, located in proposed AirPark, Duplin Conty Airport. The proposed development is on approximately 13.52 acres.

This appraiser/TELICS was engaged to perform an appraisal for Duplin Airport Authority, by way of a Letter of Engagement/Agreement for Appraisal Services and Ms. Carrie Shields, Executive Director - Duplin County Economic Development Commission. It is my understanding that this appraisal will assist Duplin County to establish land value for negotiations in development with the NC Forest Service. The appraisal was for evaluation of one (1) lot within the proposed Duplin County AirPark on the northwest side of Airport Road, SR 1398, Duplin County, NC. A map provided by Parrish and Partners depicting the park and Lot 19 is shown below.



Total Market Value of the subject site was estimated as follows:

13.52 Acres @ $13,775/acre = $186,238

Rounded To:

$186,250

ONE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED FIFTY DOLLAR

Leased Fee Interest of 30 Year GL on 13.52 Acre Lot in AirPark, Duplin County Airport, NC

The following leased fee analysis is based on a 8.5% return on the estimated market value of $186,250 @ .085 = $15,830.

LEASED FEE INTEREST

The Discounted Cash Flow analysis is well suited for properties expected to have fluctuating Net Operating Income as with the subject. In the valuation of the *leased fee interest*, the terms of an existing lease are utilized in the assumptions. The proposed lease is to be determined but is anticipated to be between Duplin County and/or assigns as Lessor and The NC Forest Service and/or assigns as Lessee. The exact date of commencement is not known. Therefore, for purposes of this discounted cash flow, the lease will begin on January 1, 2023. The *thirty (30)* year lease calls for annual payments of $15,830 for years 2023 through end of year 2027. This analysis assumes a 10% increase at end of each five-year period and the increase is accrued over the previous period.

The lease is an absolute net lease, and vacancy and credit loss are not utilized in this analysis.

This valuation is on the leased fee interest of the land. The reversionary interest of any proposed improvement, which will revert to lessor at the end of the term, is excluded. The reversionary value in this analysis is for land only. Holding cost and time value of money may need to be applied to this figure as well. The ground lease is proposed, therefore, there may be specific reversionary rights and/or obligations, not known.

Please see the *Leased Fee Interest* depicted following:

TELICS

0148

Net Present Value Report

Duplin County Airport GL 30 Yr

These cash flows and dates are those on which the Net Present Value Before Debt in the planEASe analysis of the Duplin County Airport GL 30 Year 13.52 are based.

planEASe Software plans operating cash flows monthly, and assumes that cash flows occuring during the month all occur at the middle of the month.Calculators and Spreadsheets typically schedule these cash flows at the end of the year (year-end convention).Since cash flows do actually occur unevenly during the year, the mid-month convention is more accurate.

The Net Present Value (NPV) of the Cash Flows shown in the table below, when discounted at 8.5000% to 1 Jan 2023 is $218,696.13. One interpretation of this NPV is that you can afford to pay an additional $218,696.13 on 1 Jan 2023 for the right to receive the cash flows shown, and still receive a 8.5000% Internal Rate of Return on your total investment

Date	Years	Cash Flow	Present Value Discount Factor	Present Value at 8.5000%
1 Jan 2023	0.00	$0.00	1.0000000	$0.00
31 Dec 2023	1.00	15,830.00	0.9218650	14,593.12
31 Dec 2024	2.00	15,830.00	0.8494553	13,446.88
31 Dec 2025	3.00	15,830.00	0.7829081	12,393.44
31 Dec 2026	4.00	15,830.00	0.7215743	11,422.52
31 Dec 2027	5.00	15,830.00	0.6650454	10,527.67
31 Dec 2028	6.00	17,413.00	0.6128081	10,670.83
31 Dec 2029	7.00	17,413.00	0.5648001	9,834.66
31 Dec 2030	8.00	17,413.00	0.5205531	9,064.39
31 Dec 2031	9.00	17,413.00	0.4797724	8,354.28
31 Dec 2032	10.01	17,413.00	0.4420878	7,698.07
31 Dec 2033	11.01	19,154.00	0.4074541	7,804.38
31 Dec 2034	12.01	19,154.00	0.3755338	7,192.97
31 Dec 2035	13.01	19,154.00	0.3461141	6,629.47
31 Dec 2036	14.01	19,154.00	0.3189279	6,108.74
31 Dec 2037	15.01	19,154.00	0.2939427	5,630.18
31 Dec 2038	16.01	21,070.00	0.2709150	5,708.18
31 Dec 2039	17.01	21,070.00	0.2496912	5,260.99
31 Dec 2040	18.01	21,070.00	0.2300787	4,847.76
31 Dec 2041	19.01	21,070.00	0.2120541	4,467.98
31 Dec 2042	20.01	21,070.00	0.1954416	4,117.95
31 Dec 2043	21.01	23,177.00	0.1801305	4,174.88
31 Dec 2044	22.01	23,177.00	0.1659818	3,846.96
31 Dec 2045	23.01	23,177.00	0.1529786	3,545.59
31 Dec 2046	24.01	23,177.00	0.1409941	3,267.82
31 Dec 2047	25.01	23,177.00	0.1299485	3,011.82
31 Dec 2048	26.02	25,494.00	0.1197414	3,052.69
31 Dec 2049	27.02	25,494.00	0.1103608	2,813.54

Leased Fee Interest of 30 Year GL on 13.52 Acre Lot in AirPark, Duplin County Airport, NC

Net Present Value Report

Duplin County Airport GL 30 Yr

Date	Years	Cash Flow	Present Value Discount Factor	Present Value at 8.5000%
31 Dec 2050	28.02	25,494.00	0.1017150	2,593.12
31 Dec 2051	29.02	25,494.00	0.0937465	2,389.97
31 Dec 2052	30.02	25,494.00	0.0863830	2,202.25
31 Dec 2052	30.02	254,944.00	0.0863830	22,022.83
TOTALS		$865,634.00		$218,696.13

Investment Assumptions Report 30 Year Leased Fee -NPV-Ground Lease 13.52 Acre Parcel in Duplin County AirPark	
Year 1	1-Jan-23
Holding Period	30 Years
Inflation Rate	2% per Year
Sale Price Method	10% Gross Capitalization Rate
Investor's Assumptions	
General Vacancy & Credit Loss	Zero
Present Value Discount Rate Before Debt	8.5% per Year
Ground Lease Revenue Assumptions	
Annual Revenue	$15,830.00
Revenue Start Date	at Acquisition
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End
Ground Lease Escalation Revenue Assumptions	
Annual Revenue	Continuation
Revenue Start Date	Continuation
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End
Ground Lease Escalation Revenue Assumptions	
Annual Revenue	Continuation
Revenue Start Date	Continuation
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End
Ground Lease Escalation Revenue Assumptions	
Annual Revenue	Continuation
Revenue Start Date	Continuation
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End
Ground Lease Escalation Revenue Assumptions	
Annual Revenue	Continuation
Revenue Start Date	Continuation
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End
Ground Lease Escalation Revenue Assumptions	
Annual Revenue	Continuation
Revenue Start Date	Continuation
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End
Ground Lease Escalation Revenue Assumptions	
Annual Revenue	Continuation
Revenue Start Date	Continuation
Revenue Period	5 Years
Revenue Growth Method	Accrue 10% at Period End

Leased Fee Interest of 30 Year GL on 13.52 Acre Lot in AirPark, Duplin County Airport, NC

Lease Revenue Detail 30 Yr Ground Lease -13.52 Acre AirPark Duplin County Airport		
Year		GL Total
1	2023	15,830
2	2024	15,830
3	2025	15,830
4	2026	15,830
5	2027	15,830
6	2028	17,413
7	2029	17,413
8	2030	17,413
9	2031	17,413
10	2032	17,413
11	2033	19,154
12	2034	19,154
13	2035	19,154
14	2036	19,154
15	2037	19,154
16	2038	21,070
17	2039	21,070
18	2040	21,070
19	2041	21,070
20	2042	21,070
21	2043	23,177
22	2044	23,177
23	2045	23,177
24	2046	23,177
25	2047	23,177
26	2048	25,494
27	2049	25,494
28	2050	25,494
29	2051	25,494
30	2052	25,494
	Total	610,691

TELICS

RealtyRates.com INVESTOR SURVEY - 3rd Quarter 2022*

LAND LEASES

Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	2.87%	9.76%	7.18%	5.47%	10.26%	8.18%
Golf	3.38%	15.67%	9.24%	5.95%	16.17%	10.24%
Health Care/Senior Housing	3.35%	11.02%	7.64%	5.95%	11.52%	8.64%
Industrial	3.22%	10.57%	7.44%	5.82%	11.07%	8.44%
Lodging	3.15%	14.77%	7.96%	5.75%	15.27%	8.96%
Mobile Home/RV Park	3.27%	13.17%	8.31%	5.87%	13.67%	9.31%
Office	3.22%	10.42%	7.12%	5.82%	10.92%	8.12%
Restaurant	3.35%	15.37%	8.92%	5.95%	15.87%	9.92%
Retail	3.02%	10.56%	7.56%	5.62%	11.06%	8.56%
Self-Storage	3.22%	10.77%	8.55%	5.82%	11.27%	9.55%
Special Purpose	3.35%	16.77%	9.35%	5.63%	16.22%	9.37%
All Properties	2.87%	16.77%	8.11%	5.47%	16.17%	8.99%

*2nd Quarter 2022 Data

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Leased Fee Interest of 30 Year GL on 13.52 Acre Lot in AirPark, Duplin County Airport, NC

RealtyRates.com INVESTOR SURVEY - 3rd Quarter 2022*

DISCOUNT RATES

Property Type	New Development			Acquisitions			Recapitalizations		
	Min.	Max.	Avg.	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	6.79%	14.45%	10.48%	5.81%	12.57%	9.13%	6.72%	14.30%	10.38%
Garden/Suburban TH	6.79%	13.41%	9.94%	5.81%	11.68%	8.58%	6.72%	13.27%	9.74%
Hi-Rise/Urban TH	7.28%	14.46%	10.55%	6.34%	12.57%	9.18%	7.20%	14.30%	10.44%
Student Housing	7.04%	14.09%	10.85%	6.13%	12.26%	9.45%	6.97%	13.94%	10.75%
Golf	7.94%	20.88%	15.28%	6.84%	18.35%	13.38%	7.86%	20.77%	15.14%
Public Daily Fee Courses	10.15%	20.74%	14.97%	8.80%	18.04%	13.02%	10.05%	20.53%	14.82%
Semi-Private Clubs	8.42%	20.88%	15.46%	7.33%	18.28%	13.46%	8.34%	20.77%	15.30%
Private Clubs	7.94%	19.40%	14.51%	6.91%	16.88%	12.62%	7.86%	19.21%	14.37%
Health Care/Senior Housing	7.39%	19.64%	13.86%	6.35%	17.09%	9.45%	7.32%	19.44%	10.75%
Acute Care Facilities	8.16%	20.74%	12.38%	7.10%	18.04%	10.77%	8.08%	20.53%	12.26%
Out-Patient Care Facilities	7.39%	14.66%	9.68%	6.35%	12.86%	8.43%	7.32%	14.43%	9.58%
Congregate Care Facilities	8.62%	16.14%	10.83%	6.97%	14.04%	9.26%	7.94%	15.98%	10.53%
Assisted Living Facilities	7.54%	15.62%	9.98%	6.56%	13.06%	9.01%	7.46%	14.86%	9.79%
Industrial	7.37%	15.60%	10.79%	6.19%	13.02%	9.69%	7.44%	15.68%	10.69%
Warehouse/Distribution	7.37%	13.46%	10.68%	6.19%	11.53%	8.97%	7.44%	13.62%	10.76%
R&D/Flex	8.11%	15.50%	12.02%	6.84%	13.02%	10.10%	8.19%	15.65%	12.14%
Climate Controlled/Manufacturing	7.83%	14.66%	11.05%	6.41%	12.48%	9.26%	7.71%	15.0%	11.16%
Lodging	7.52%	18.21%	12.84%	6.32%	15.36%	10.79%	7.26%	17.74%	12.48%
Full Service Facilities	7.52%	15.61%	13.09%	6.32%	13.15%	10.92%	7.26%	15.14%	12.61%
Limited Service Facilities	8.36%	18.21%	13.13%	7.04%	15.36%	11.03%	8.13%	17.74%	12.74%
Golf/Gaming/Resort	8.05%	17.25%	12.68%	6.72%	14.55%	10.14%	7.76%	16.74%	11.79%
Mobile Home/RV Park/Camping	7.58%	17.75%	12.30%	6.14%	14.36%	9.90%	7.58%	17.76%	12.30%
RV Parks/Campgrounds	8.16%	17.75%	12.73%	6.6%	14.36%	10.31%	8.16%	17.76%	12.73%
Manufactured Housing	7.58%	16.13%	11.54%	6.14%	13.04%	9.35%	7.58%	16.10%	11.54%
Mobile Home Parks	8.04%	16.22%	12.15%	6.52%	13.14%	9.84%	8.04%	15.22%	12.15%
Office	7.47%	15.47%	12.05%	6.50%	13.45%	10.48%	7.46%	15.31%	11.93%
Suburban	7.47%	14.26%	11.39%	6.50%	12.40%	9.56%	7.46%	14.1%	11.27%
CBD	8.26%	15.47%	12.19%	7.22%	13.45%	10.55%	8.22%	15.31%	12.07%
Medical	8.93%	15.47%	11.15%	7.25%	13.45%	9.70%	8.24%	15.32%	11.04%
Restaurants	7.66%	19.79%	14.96%	6.5%	15.82%	12.75%	7.36%	19.09%	14.36%
Full Service	10.74%	19.79%	14.96%	9.13%	15.82%	12.75%	10.31%	19.09%	14.36%
Fast Food	7.66%	19.50%	14.09%	6.5%	15.99%	11.5%	7.36%	19.04%	13.46%
Retail	7.48%	15.46%	12.09%	6.44%	14.36%	10.32%	7.33%	15.13%	11.94%
Anchored	7.48%	15.97%	12.14%	6.44%	12.36%	10.44%	7.33%	14.77%	11.88%
Un-Anchored	8.13%	15.46%	12.82%	6.97%	14.15%	11.02%	7.95%	15.12%	12.58%
Convenience/Gas	8.37%	18.58%	10.84%	7.23%	14.25%	9.15%	8.20%	15.24%	10.43%
Free Standing	7.80%	15.13%	12.58%	6.7%	13.97%	10.89%	7.64%	15.60%	12.41%
Self-Storage	6.61%	14.85%	12.63%	5.62%	12.53%	10.59%	6.65%	14.86%	12.63%
Climate Controlled	6.63%	14.85%	12.56%	5.64%	12.53%	10.67%	6.63%	14.86%	12.56%
Mini Storage	6.61%	15.00%	12.79%	5.62%	13.55%	10.58%	6.65%	15.00%	12.79%
Special Purpose	8.10%	20.88%	14.58%	6.97%	17.95%	12.35%	7.94%	20.46%	14.3%
Schools/Day Care Centers	8.10%	18.23%	13.28%	6.97%	15.68%	11.42%	7.94%	17.68%	13.01%
Churches/Temples/Synagogues	9.56%	20.88%	14.67%	8.03%	17.95%	12.62%	9.17%	20.46%	14.36%
All Properties	6.61%	20.88%	12.36%	5.62%	18.25%	10.58%	6.65%	20.77%	12.22%

*2nd Quarter 2022 Data

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TELICS

Leased Fee Interest of 30 Year GL on 13.52 Acre Lot in AirPark, Duplin County Airport, NC

RECONCILING VALUE INDICATIONS OF LEASED FEE INTEREST

Final reconciliation is defined as the process of evaluating alternative conclusions and selecting a final estimate of value from the approaches used in the report. The appraiser weighs the relative significance, applicability, and defensibility of the indications of value estimated by each approach and places the most credence on the one which, in his/her professional judgment, best approximates the value being sought in the appraisal. As aforementioned, the client has requested a Leased Fee Interest of the proposed ground lease. The ground lease area for unimproved/vacant land is depicted as a total of 13.52 acres

The NPV Analysis performed above indicates the estimated market value of the ***Leased Fee Interest*** of 13.52 acre parcel in AirPark in the Duplin County Airport is:

$218,696.13

Rounded to:

$218,700

TWO HUNDRED EIGHTEEN THOUSAND HUNDRED DOLLARS

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

Date	October 20,2022
Name	Russell B Brock
Address	369 Beautancus Road
City	Mount Olive
State	NC
Zip Code	28365
Telephone	919 738-8341
Email	russbrock@rocketmail.com

Interested in being appointed to:

Duplin County Planning Board

Qualifications:

Month	Jet Gallons	CPG 4.05	Purchase cost	Sales	Av Gallons	CPG 4.94	Purchase cost	Sales	Both Gallons
Jul	15,858.92	4.32	68,510.53	$89,548.77	3,087.79		-	$18,724.04	18,946.71
Aug	25,105.20	3.95	99,207.38	$121,801.07	1,477.28	5.16	7,622.76	$8,962.81	26,582.48
Sept	15,705.72	4.12	64,738.98	$74,455.45	1,446.86	4.72	6,829.18	$8,289.27	17,152.58
Oct	19,741.00	4.09	80,740.69	$93,572.34	3,495.00	4.94	17,265.30	$18,139.05	23,236.00
Nov	19,000.00	4.13	78,493.22	$90,843.22	1,400.00	4.94		$7,266.00	20,400.00
Dec	19,000.00	4.13	78,493.22	$90,843.22	1,400.00	4.94	6,916.00	$7,266.00	20,400.00
Jan	19,000.00	4.13	78,493.22	$90,843.22	3,400.00	4.94	16,796.00	$17,646.00	22,400.00
Feb	19,000.00	4.13	78,493.22	$90,843.22	1,400.00	4.94		$7,266.00	20,400.00
Mar	19,000.00	4.13	78,493.22	$90,843.22	1,400.00	4.94	6,916.00	$7,266.00	20,400.00
Apr	19,000.00	4.13	78,493.22	$90,843.22	3,400.00	4.94	16,796.00	$17,646.00	22,400.00
May	19,000.00	4.13	78,493.22	$90,843.22	1,400.00	4.94		$7,266.00	20,400.00
Jun	19,000.00	4.13	78,493.22	$90,843.22	1,400.00	4.94	6,916.00	$7,266.00	20,400.00
	228,410.84		941,143.36	$1,106,123.41	24,706.93		86,057.24	$133,003.17	253,117.77

			Sales-Cost=Margin
New Est Year	$1,027,200.00	$1,239,126.00	$211,926.00
Current Amt	$438,459.00	$553,511.00	
Difference	$588,741.00	$685,615.00	
Credit Ser Charge	$2,000.00		
Taxes	$36,255.00		
Total Increase to Fuel Program	**$626,996.00**	**Total Increase to Sales Fuel and Oil**	**$685,615.00**

Reduce General Fund Contribution $58,619.00

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North Carolina Department of Public Safety
Emergency Management
Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

Homeland Security Grant Program
(HSGP)
Fiscal Year 2022
AL #: 97.067
Grant #: EMW-2022-SS-00018

Memorandum of Agreement (MOA)
between

RECIPIENT:
State of North Carolina
Department of Public Safety
Emergency Management
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:
Duplin County
224 Seminary Street
Kenansville, NC 28349
Tax ID/EIN #: 566000296
Unique Entity ID (from SAM.gov): KZN4GK526K3

MOA #: 2240006
NCAS cost center: 1502-7A38-3H12

Award amount: $25,734.50
Period of performance: September 1, 2022 to February 28, 2025

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: https://www.fema.gov/grants/preparedness/homeland-security. This MOA is to set forth terms by which RECIPIENT shall provide HSGP funding to SUBRECIPIENT to fund projects related to Homeland Security Planning, Operations, Equipment, Training and Exercises. For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. **Program Authorization and Regulations**
This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)*, (3) FY 2022 HSGP Notice of Funding Opportunity (NOFO): https://www.ncdps.gov/2022-hsgp-notice-funding-opportunity, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see https://www.fema.gov/grants/preparedness/about/informational-bulletins), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Projects managed by RECIPIENT (NCEM) on behalf of SUBRECIPIENT - Return of Funds**
By initialing, SUBRECIPIENT requests that RECIPIENT (NCEM on behalf of State of North Carolina) retains all funds awarded to SUBRECIPIENT under this grant. SUBRECIPIENT desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. SUBRECIPIENT relieves itself from the requirements set forth in this MOA with respect to all funds returned to RECIPIENT. NCEM agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT, if SUBRECIPIENT checks this box.

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4. **Assignment of Funds by SUBRECIPIENT to Designated Third Party (not NCEM)**
___ By initialing, SUBRECIPIENT agrees to assign all funds awarded under this grant to a third party:

By signature of this MOA (at DESIGNATED THIRD PARTY on signatory page), the designated third party agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT.

5. **Compensation**
RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than March 31, 2025. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the period of performance (POP) for this grant is September 1, 2022 – February 28, 2025. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount $25,734.50. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.

B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

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

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

A. RECIPIENT/SUBRECIPIENT must:
   i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
   ii. SUBRECIPIENT must have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from http://www.sam.gov.
   iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
   iv. Complete any procurement(s) and expenditures no later than February 28, 2025.
   v. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: *January 15th, April 15th, July 15th and October 15th*. Even if there are no expenditures a quarterly progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments.
   vi. Submit requests for reimbursement with all required documentation attached. Requests for reimbursement will not be processed unless/until quarterly report submissions are current. See paragraph 10.E below.

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

   i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government, or nonprofit organization.
   ii. Award letter, MOA, and supporting appendices.
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
   iv. Audit findings and corrective action plans.

7. **Conditions**
SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2022 HSGP Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

A. SUBRECIPIENT must:
   i. SUBRECIPIENT is required to have and maintain a current Unique Entity Identifier created in the System for Award Management (SAM). Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM.
   ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address and EIN up to date in SAM. SAM information can be found at http://www.sam.gov After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.
   iii. Complete any procurements, expenditures, and receipt of goods or services within the POP.
   iv. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
   v. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7A38-3H12 in the North Carolina Accounting System (NCAS). See paragraph 10.E .

B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT (ncemgrants1@ncdps.gov) upon execution of this MOA:

   i. W-9 (09 NCAC 03M .0202)
   ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
   iii. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
   iv. Conflict of Interest Policy (G.S. 143C-6-23.(b))
   v. Copy of SUBRECIPIENT's procurement policy

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

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9. **Compliance**
SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 HSGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 7 for subrecipient monitoring.

10. **Responsibilities**
RECIPIENT:

A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.

B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.

C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.

D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

SUBRECIPIENT:

A. This MOA must be signed and returned to NCEM within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.

B. SUBRECIPIENT shall expend FY 2022 HSGP Grant Program funds in accordance with the FY2022 HSGP NOFO, the grant application, and this MOA.

C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and DHS Standard Terms and Conditions (Attachment 4), incorporated by reference herein, for the performance of the activities.

D. Procurement.

i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.

ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2022 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.

iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other

responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the "Mini-Brooks Act", G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

E. Requests for Reimbursement (RFR). Submit RFR for items or services received to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov). RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 HSGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

F. Complete all procurement by February 28, 2025.

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

H. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 5).

I. Provide a list at project closeout to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair as applicable, and Branch Office of all items purchased through this grant. This information is to be reported on the "Grant- Funded Typed Resource Report" (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTLT) at https://rtlt.preptoolkit.fema.gov/Public.

J. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 4).

K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

L. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words "Funded by US Department of Homeland Security".

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

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

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

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

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

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

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

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

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

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

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

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

Q. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.

R. Conflicts of Interest.

i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**

ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2022 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2022 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

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

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

11. Funding

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

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2,

OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

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

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

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

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

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

15. **Audit Requirements**
For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

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

A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.

B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.

C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined $500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and

regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

16. **Construction and Renovation**
Project construction using HSGP funds may not exceed the greater of $1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. See guidance on communication towers below.

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

17. **Subrecipient Monitoring**
See Attachment 7 for subrecipient monitoring.

18. **Points of Contact**
To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

19. **Public Records Access**

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While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

20. Contracting/Subcontracting
If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 10.E above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 HSGP NOFO referenced herein.

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

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

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

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

25. Modification
This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

26. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16
Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

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

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1
Guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

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

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.

B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.

C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website.

28. Termination
The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2025. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 HSGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

29. Scope of Work
SUBRECIPIENT shall implement the HSGP project(s) specified in Attachment 1 and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

A. Scope of Work related documentation to be provided throught the Period of Performance:

i. Completed appropriate report forms with invoices and proof(s) of payment.
ii. Audit findings and corrective action plans.

B. Documentation to be provided throughout the Period of Performance:

i. Quarterly project progress reports.
ii. SUBRECIPIENT-involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
iv. Training course roster, description and syllabus.
v. Any other documentation that would be pertinent.
vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.

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- Unit price of products or services (if applicable).
- Total amount charged.

vii. Proof of payment of expenses associated with the project.

30. Lobbying Prohibition

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

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

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

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

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

C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

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

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

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

A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

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

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

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

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

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

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

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

34. Assurance of Compliance with Privacy Act
The Subrecipient agrees:

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

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

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function

subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

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

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

36. Execution
This MOA shall become binding upon execution by both RECIPIENT and SUBRECIPIENT.

37. Term of this Agreement
Regardless of actual execution date, this MOA shall be in effect from the start of the POP on September 1, 2022 to the end of the POP on February 28, 2025.

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

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

B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

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

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 Scope of Work
- Attachment 2 Quarterly Progress Report Form
- Attachment 3 Grant Funded Typed Resource Report
- Attachment 4 DHS Standard Terms and Conditions
- Attachment 5 Required Subrecipient File Documentation
- Attachment 6 NCEM Communications Branch Memo
- Attachment 7 Subrecipient Monitoring

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AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

Approved

By: William C. Ray **Date:** 9/30/2022 | 21:02:10 EDT

William C. Ray, Director & Deputy Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

For SUBRECIPIENT:

Approved

By: B. S. Matthew Jr. **Date:** 10/3/2022 | 15:38:53 EDT

By: Matthew Barwick **Date:** 10/3/2022 | 12:23:31 EDT

By: _____ **Date:** _____

For DESIGNATED THIRD PARTY (only required for turnbacks to third party in paragraph 4 of MOA):

Approved

By: _____ **Date:** _____

Approved as to Form:

By: William Polk **Date:** 9/30/2022 | 16:42:19 EDT

William Polk, Deputy General Counsel
Reviewed for the North Carolina Department of Public Safety to fulfill the purposes of the DHS Homeland Security Grant Program

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Attachment 1

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North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2022

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

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Duplin County Emergency Management		
Street address	**209 Seminary Street**		
City	**Kenansville**	ZIP + 4	**28349-9020**
EIN/Tax ID number	**56-6000296**		
DUNS number	**095124798**		
SAM registered	Yes	Expiration date	6/14/2022
Is the agency applying as a nonprofit?			No
Your name	**Brian Matthis**		
Email	**Brian.matthis@duplincountync.com**		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Point of contact

Grants point of contact (POC) *This is the POC for any ongoing communications regarding the grants.*			
Name	Brian Matthis		
Phone (work)	**910-372-9213**	Phone (mobile)	**910-290-0430**
Email	**Brian.matthis@duplincountync.com**		

Field help

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

Host agency *This is the hosting local or tribal unit of government that is agreeing to "turn back" awarded funds to the State.*			
Agency	Click or tap here to enter text.		
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
EIN/Tax ID number	Click or tap here to enter text.		
DUNS number	Click or tap here to enter text.		
SAM registered	Choose an item.	Expiration date	Click or tap to enter a date.

Field help

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MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project **Additional information** section.*			
Name	**Matthew Barwick**		
Agency	**Duplin County Emergency Management**		
Title	**Director**		
Street address (not PO Box)	**209 Seminary Street**		
City	**Kenansville**	ZIP + 4	**28349-9020**
Email	**Matthew.barwick@duplincountync.com**		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Projects

Complete information for up to three projects.

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Project # 1

Enter requested information in the sections listed below.

Project information

General information				
Enter information describing the project.				
Title	**Duplin County UTV Project**			
Description	**This project will provide Duplin County and the region with a medically equipped UTV for access, treatment, and transportation of a patient from a remote area or an area damaged by a man made or natural event.**			
What is this project's nexus to terrorism?	**It will allow access to patients in an area damaged by a natural or manmade event that conventional ambulances or vehicles might not be able to access.**			
Classification	DPR	DPR number (if "DPR")	2	
Does the project address a gap identified in the current THIRA/SPR?				
Does the project address a gap identified in the current THIRA/SPR?			Yes	
What level THIRA/SPR is used?			State	
What is the gap and how does the project address it?	**Mass Search and Rescue Operations. By allowing for another means of accessing a patient in a remote area and being able to transport quickly to definitive care.**			
Is the project deployable?			Yes	
Is the project shareable?			Yes	
Does the project contribute to the development or operation of the fusion center?			No	
If this project supports a previously awarded investment enter the following:				
Year of award		Project name		Award amount
Year of award		Project name		Award amount
Year of award		Project name		Award amount
Construction, renovation, or structural attachment required?			No	

Core capabilities addressed	
Select core capabilities addressed by this project.	
Primary	Mass Search and Rescue Operations
How does the project support this core capability?	By providing a means to access patients in a remote area and treat while transporting to definitive care.
Secondary	Mass Care Services
How does the project support this core capability?	Provides for the ability to quickly transport patients from a effected area to a staging area for transport by ambulance or medivac to a definitive care facility.
Tertiary	Community Resilience
How does the project support this core capability?	Builds community and regions overall resilience.
Capabilities building	Build (increase current capabilities)

Project timeline milestones	
List the major project events and their projected completion dates.	
Milestone	Completion Date
Apply for funding	12/2021
Funding approval and award	11/2022
Purchase	12/2022
Closeout	Upon Purchase

Field help

Budget

Planning/Training/Exercise costs		
For each cost item select an activity area and then a description and the amount.		
Activity area	Description	Cost
Planning	Click or tap here to enter text.	Enter cost.
Training	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Equipment costs			
Enter equipment items and their costs into the table and then enter the total of the costs in the field below.			
Description	AEL #	Quantity	Total cost
4 seater UTV with patient transport capabilities	12VE-00-MISS	1	$25,734.50
Click or tap here to enter text.			Enter cost.
Click or tap here to enter text.			Enter cost.
Click or tap here to enter text.			Enter cost.
Click or tap here to enter text.			Enter cost.

Funding summary		
For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).		
Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter amount.	Enter amount.
Equipment	$25,734.50	Enter amount.
Training	Enter amount.	Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding	$25,734.50	Enter total.

Field help

Additional information (if needed)

Project # 2

Project # 3

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Certification

Certification *Review each certification item and check where appropriate.*
I certify that:
☒ This application includes complete and accurate information. ☒ Any project having the potential to impact the environment, historic or cultural resources must submit an Environmental & Historical Preservation Form. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your agency is NIMS compliant. ☒ This project is Nationwide Cybersecurity Review (NCSR) compliant. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA Allowable Equipment List. ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. ☒ If applying as a nonprofit agency, a copy of nonprofit certification must be submitted with your application. ☒ Submission of the project proposal does not guarantee funding.

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Attachment 2

Quarterly Progress Report

FY 2022 HSGP

Subrecipient: Duplin County
MOA #: 2240006
Grant award amount: $ 25,734.50

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.	
Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)
Funds expended prior quarters	Click or tap here to enter text.
Funds expended this quarter	Click or tap here to enter text.

Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to **ncemgrants1@ncdps.gov.**

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Attachment 3

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Attachment 3 - **EXAMPLE** **Grant-Funded Typed Resource Report**

Tool Instructions:

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

SUBGRANTEE:	GRANT#:	PROJECT:
Carolina County	2013-SS-00033-S01-13xx	Generators & Generator Switches

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	15	1	Sustain Current	Operational Coordination	$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

EXAMPLE

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Attachment 3 **Grant-Funded Typed Resource Report**

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

SUBGRANTEE:	GRANT#:	PROJECT:

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments

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Attachment 4

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Fiscal Year 2022 FEMA Standard Terms and Conditions

Release Date: Mar 31, 2022

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2022. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2022.

1. Environmental Planning and Historic Preservation (EHP) Review

For awards by the Grant Programs Directorate

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

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For awards by other FEMA offices

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of

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performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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6. Indirect Cost Rate

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

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Attachment 5

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Required Sub-Recipient File Documentation

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

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

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

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

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

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

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

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

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Attachment 6

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North Carolina Department of Public Safety

Emergency Management

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

William C. Ray, Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: August 8, 2022

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP) meet the below requirements. The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

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

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

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

Further information is available at:
https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the Statewide Interoperability Executive Committee (SIEC) on June 6th, 2021.

If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

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

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov

Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

An Equal Opportunity Employer

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- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019.* Further information can be found at https://www.fcc.gov/supplychain/coveredlist .

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

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached *"List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."***

Voice Gateway Devices (06CP-02-BRDG)

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

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

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Attachment 7

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Subrecipient Monitoring

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

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

   1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
   2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
   3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
   4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).

B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.

   1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
   2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
   3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.

C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

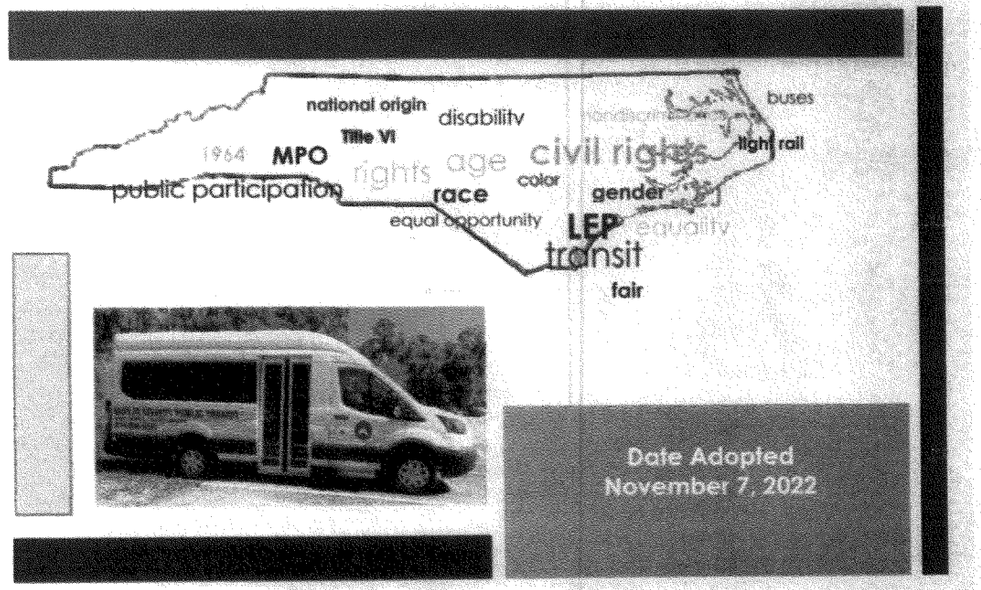
   1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements.**
   2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.

D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.

E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**.

Duplin County Public Transportation



Title VI Program Plan

Last updated 11/2022

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TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Transit Advisory Board for Duplin County Public Transportation (DCPT), I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Transit Advisory Board (TAB), have ***reviewed and hereby adopt*** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any DCPT services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Dexter Edwards, BOCC Chairperson

November 7, 2022
DATE

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TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
DUPLIN COUNTY PUBLIC TRANSPORTATION

In accordance with DOT Order 1050.2A, DCPT assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by DCPT.

Further, DCPT hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Director of the organization.
2. Issue a policy statement, signed by the Director of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of Director.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Dexter Edwards
Authorized Signature

November 7, 2022
Date

Dexter Edwards
BOCC Chairperson

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1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

DCPT is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). DCPT establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by DCPT, and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

2.1 Program(s) and Services Administered

Duplin County Public Transportation provides public transportation options to its customers within Duplin County, North Carolina. Demand response service requires a 48-hour advance notice to the transit office at (910) 296-2333. Out-of-County service is also provided for medical appointment to the following counties: New Hanover, Pender, Onslow, Sampson, Lenoir, Pitt, Cumberland, Wake, Durham, Orange, and Wayne (See appendix D for schedule and cost)

Type of Service	Days of week	Times	Fare (if applicable)
Medical Appointments	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-$5 (each way) Elderly/Disabled-$3 (each way)
Employment	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-$5 (each way) Elderly/Disabled-$3 (each way)
Education	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-$5 (each way) Elderly/Disabled-$3 (each way)
Senior Centers	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-$5 (each way) Elderly/Disabled-$3 (each way)
Congregate Nutrition Sites	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-$5 (each way) Elderly/Disabled-$3 (each way)
Shopping	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-$5 (each way) Elderly/Disabled-$3 (each way)

2.2 Funding Sources / Tables

For federally assisted programs, "federal assistance" shall include:

1. Grants and loans of Federal funds;
2. The grant or donation of Federal property and interest in property;
3. The detail of Federal personnel;
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and

5. Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during FY 2022, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5310 (Transportation for Elderly Persons and Persons with Disabilities)	☒	☐	Can be applied for annually, for a term of 1 year. To benefit those 65 years old and older and individuals with disabilities.
5311 (Formula Grants for Other than Urbanized Areas)	☒	☐	Received annually for a term of 1 year. Grant award amounts can vary from year to year. Supports the transit systems administrative and capital budgets.

2.3 Decision-Making Process

The Transportation Advisory Board (TAB) presents and recommends policy to DCPT and the Duplin County Board of Commissioners, regarding the transportation needs of the citizens of Duplin County, particularly with respect to a coordinated and cost-effective approach to the delivery of transportation services to human service agencies and the general public. There are 5 elected Commissioners and their regular meetings are held on the first and third Mondays of each month. The TAB *only* votes on significant transportation service changes, e.g., change in rates or, change in operating hours. The Board of Commissioners vote on all other policies.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	☒	☐	15
Duplin County Board of Commissioners	☐	☒	5
	☐	☐	

2.4 Title VI Coordinator

The individual below has been designated as the Title VI Coordinator for DCPT, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Angel Venecia
Director, DCPT
PO Box 950 (208 S. Main St)
Kenansville, NC 28349
(910) 296-2333
Angel.venecia@duplincountync.com

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirement
- Attending civil rights training when offered by NCDOT or any other regulatory agency
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan
- Training internal staff and officials on their Title VI nondiscrimination obligations
- Disseminating Title VI information internally and to the general public, including in languages other than English
- Presenting Title VI-related information to decision-making bodies for input and approval
- Ensuring Title VI-related posters are prominently and publicly displayed

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- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income and other underserved groups are included and not discriminated against
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements

2.5 Change of DCPT Title VI Coordinator and/or "Director"

If Title VI Coordinator or DCPT Director changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement will be signed by the new DCPT Director.

2.6 Organizational Chart

DCPT currently employs NUMBER staff which consist of the following job categories:

- Director
- Transportation Coordinator
- Accounting Tech II
- Secretary/Dispatcher
- Scheduler
- Full-Time Drivers (5)
- Part-Time Drivers (11)

An organizational chart showing the Title VI Coordinator's place within the organization is in **Appendix B**.

2.7 Subrecipients

DCPT does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 Title VI Nondiscrimination Policy Statement

It is the policy of DCPT, as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Dexter Edwards, BOCC Chairperson

November 7, 2022

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of "programs and activities" to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-assisted Programs of the Department of Transportation–Effectuation of Title VI of the Civil Rights Act"; 49 U.S.C. 5332, "Nondiscrimination (Public Transportation)"; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, "Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Director of Duplin County Public Transportation and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist's desk, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

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4.0 NOTICE OF NONDISCRIMINATION

- Duplin County Public Transportation operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with Duplin County Public Transportation.
- For more information on Duplin County Public Transportation's civil rights program, and the procedures to file a complaint, contact 910-296-2333, (TTY 800-735-2962); email angel.venecia@duplincountync.com; or visit our administrative office at 208 S. Main St, Kenansville, NC 28349. For more information, visit www.duplincountync.com.
- If information is needed in another language, contact 910-296-2333.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside our vehicles.
- Ads in newspapers and other publications shall include the following: "Duplin County Public Transportation operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on Duplin County Public Transportation's Title VI program or how to file a discrimination complaint, please contact (910) 296-2333; angel.venecia@duplincountync.com."
- The statement will be posted or provided in languages other than English, when appropriate.
- See **Appendix C** for Spanish versions of this notice.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. DCPT will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy
(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Duplin County Public Transportation are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Angel Venecia, Director at (910) 296-2333.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of Duplin County Public Transportation's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Duplin County Public Transportation's programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

_____ _____
Signature Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

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6.0 CONTRACT ADMINISTRATION

Duplin County Public Transportation ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. DCPT and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

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

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

(a) withholding payments to the contractor under the contract until the contractor complies; and/or

(b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.

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- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 Nondiscrimination Notice to Prospective Bidders

The Duplin County Public Transportation Department, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 External Discrimination Complaint Procedures

These discrimination complaint procedures outline the process used by DCPT to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to DCPT programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
   - The date of the alleged act of discrimination; or
   - The date when the person(s) became aware of the alleged discrimination; or
   - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

   Complaints may be submitted to the following entities:
   - **Duplin County Public Transportation, Angel Venecia, Director, PO Box 950, Kenansville, NC 28349; telephone: (910) 296-2333**
   - **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453
   - **US Department of Transportation,** Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

     Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
   - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

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Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number.** (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.

4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Duplin County Public Transportation

DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with Duplin County Public Transportation, within 180 days after the discrimination occurred.

Last Name:	First Name:	☐ Male ☐ Female

Mailing Address:	City	State	ZIP

Home Telephone:	Work Telephone:	E-mail Address

Identify the Category of Discrimination:

☐ RACE ☐ COLOR ☐ NATIONAL ORIGIN ☐ SEX

☐ CREED (RELIGION) ☐ DISABILITY ☐ LIMITED ENGLISH PROFICIENCY ☐ AGE

**NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.*

Identify the Race of the Complainant

☐ Black ☐ White ☐ Hispanic ☐ Asian American

☐ American Indian ☐ Alaskan Native ☐ Pacific Islander ☐ Other

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. **(Attach additional page(s), if necessary).**

The law prohibits intimidation or **retaliation** against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

Name	Address	Telephone
1.		
2.		
3.		
4.		

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ NC Department of Transportation _____
- ☐ Federal Transit Administration _____
- ☐ US Department of Transportation _____
- ☐ US Department of Justice _____
- ☐ Federal or State Court _____
- ☐ Other _____

Have you discussed the complaint with any Duplin County Public Transportation representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

**WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.

COMPLAINANT'S SIGNATURE _____ DATE _____

MAIL COMPLAINT FORM TO:
Duplin County Public Transportation
PO Box 950
Kenansville, NC 28349
Angel.venecia@duplincountync.com
(910) 296-2333

FOR OFFICE USE ONLY

Date Complaint Received: _____
Processed by: _____
Case #: _____
Referred to: ☐NCDOT ☐FTA Date Referred: _____

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE / GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits ☐

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against **Duplin County Public Transportation** since the previous Title VI Program submission to NCDOT.

_____ _____
Signature of Title VI Coordinator or Other Authorized Official **Date**

_____
Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

A. **Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.

B. **Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:

1. Complainant(s) Name and Address (Attorney name and address if applicable)
2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
3. Applicable Law(s)
4. Basis/(es)
5. Allegation(s)/Issue(s)
6. Background
7. Name of Persons to be interviewed
    a. Questions for the complainant(s)
    b. Questions for the respondent(s)
    c. Questions for witness(es)
8. Evidence to be obtained during the investigation
    a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
        i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.

C. **Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.

D. **Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.

E. **Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

Investigative Report

I. **COMPLAINANT(S) NAME** (or attorney for the complainant(s) – name and address if applicable
Name, Address, Phone: 999-999-9999

II. **RESPONDENT(S)** (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

III. **APPLICABLE LAW/REGULATION**

IV. **COMPLAINT BASIS/(ES)**

V. **ISSUES/ALLEGATIONS**

VI. **BACKGROUND**

VII. **INVESTIGATIVE PROCEDURE**

VIII. **ISSUES / FINDINGS OF FACT**

IX. **CONCLUSION**

X. **RECOMMENDED ACTIONS**

APPENDIX

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8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 Race and Ethnicity:

Race and Ethnicity Age and Sex	Number	Percent
Total Population	58,965	100
White	30,263	51.3
Black or African American	13,539	22.9
American Indian or Alaska Native	192	<.4
Asian	187	<.4
Native Hawaiian and Other Pacific Islander	39	<.1
Some other Race	55	<.1
Two or More Races	1465	2.4
HISPANIC OR LATINO (of any race)	13,225	22.4
Mexican	8,155	61.7
Puerto Rican	335	2.5
Cuban	176	1.3
Other Hispanic or Latino	4,559	34.5

8.2 Age & Sex:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	58,965	28,746	30,219	100%	48.8%	51.2%
Under 5 years	3,646	1,876	1,770	100%	51.5%	48.5%
Under 18 years	10,519	5,451	5,068	100%	51.8%	48.2%
18 to 64 years	33,886	16,597	17,289	100%	49%	51%
65 years and over	10,914	4,822	6,092	100%	44.2%	55.8%
Median Age	40.7	39.1	43.1			

Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	58,603	+/-135	11,317	+/1805	19.3%	+/-1.4
Population under 5 years	3,645	+/-3	6	+/-9	0.2%	+/-.02
Population 5 to 17 years	10,512	+/-85	599	+/-199	5.7%	+/-1.9
Population 18 to 64 years	33,735	+/-261	5,561	+/-735	16.5%	+/-4.3
Population 65 years and over	10,711	+/-223	5,374	+/-597	48%	+/-10.6
SEX						
Male	28,548	+/-149	5,339	+/-516	18.7%	+/-1.8
Female	30,055	+/-132	5,978	+/-564	19.9%	+/-1.9
RACE AND HISPANIC OR LATINO ORIGIN						
White	40,410	+/-773	7,177	+/-618	17.8%	+/-1.6
Black or African American	13,532	+/-506	3,691	+/-426	27.3%	+/-3.4
American Indian and Alaska Native	222	+/-110	35	+/-41	15.8%	+/-17.9
Asian	184	+/-74	17	+/-21	9.2%	+/-9.8
Native American and Other Pacific Islander	48	+/-50	0	+/-31	0.0	+/-47.5
Some other Race	2,271	+/-768	155	+/-129	6.8%	+/-5.6
Two or more races	1,936	+/-618	242	+/-123	12.5%	+/-6.9
Hispanic or Latino	13,211	+/-19	1,048	+/-357	7.9%	+/-2.7

Poverty:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	58,384	+/-203	10,613	+/-1,126	18.2%	+/-1.9
AGE						
Under 18	13,880	+/-183	4,137	+/-739	29.8%	+/-5.4
18 to 64	33,793	+/-203	5,377	+/-629	15.9%	+/-1.8
65 years and over	10,711	+/-182	1,099	+/-227	10.3%	+/-2.1
SEX						
Male	28,513	+/-173	4,517	+/-624	15.8%	+/-2.2
Female	29,871	+/-190	6,096	+/-732	20.4%	+/-2.5
RACE AND HISPANIC OR LATINO ORIGIN						
White	40,310	+/-789	6,649	+/-878	16.5%	+/-2.2
Black or African American	13,413	+/-487	3,244	+/-686	24.2%	+/-4.9
American Indian and Alaska Native	222	+/-110	0	+/-31	0.0%	+/-16.4
Asian	184	+/-74	6	+/-10	3.3%	+/-5.3
Native American and Other Pacific Islander	48	+/-50	0	+/-31	0.0%	+/-47.5
Some other Race	2,271	+/-768	301	+/-272	13.3%	+/-12.0
Two or more races	1,936	+/-618	413	+/-262	21.3%	+/-12.5
Hispanic or Latino	13,202	+/-23	3,503	+/-936	26.5%	+/-7.1
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	4,676	+/-778	(X)	(X)	(X)	(X)
125 percent of poverty level	15,123	+/-1,576	(X)	(X)	(X)	(X)
150 percent of poverty level	19,099	+/-1,547	(X)	(X)	(X)	(X)
185 percent of poverty level	25,847	+/-1,424	(X)	(X)	(X)	(X)
200 percent of poverty level	27,322	+/-1,412	(X)	(X)	(X)	(X)

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Household Income:

Subject	Households	
	Estimate	Margin of Error +/-
Total		
Less than $10,000	6.4%	+/-1.4
$10,000 to $14,999	7.9%	+/-1.4
$15,000 to $24,999	11.1%	+/-1.7
$25,000 to $34,999	14.9%	+-2.2
$35,000 to $49,999	15.4%	+/-2.0
$50,000 to $74,999	20.3%	+/-2.0
$75,000 to $99,999	9.7%	+/-1.6
$100,000 to $149,999	10.6%	+/-1.8
$150,000 to $199,999	2.7%	+/-0.8
$200,000 or more	1.1%	+/-0.5
Median income (dollars)	43,422	+/-1,431
Mean income (dollars)	55,210	+/-2,107

Limited English Proficiency Population:

	Duplin County, North Carolina											
	Total		Percent		Percent of specified language speakers							
					Speak English only or speak English "very well"		Percent speak English only or speak English "very well"		Speak English less than "very well"		Percent speak English less than "very well"	
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	55,319	±2	(X)	(X)	49,044	±672	88.7%	±1.2	6,275	±672	11.3%	±1.2
Speak only English	43,312	±542	78.3%	±1.0	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	12,007	±542	21.7%	±1.0	5,732	±623	47.7%	±4.9	6,275	±672	52.3%	±4.9

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SPEAK A LANGUAGE OTHER THAN ENGLISH												
Spanish	11,206	±417	20.3%	±0.8	5,538	±613	49.4%	±5.1	5,668	±609	50.6%	±5.1
5 to 17 years old	3,574	±236	6.5%	±0.4	2,621	±389	73.3%	±10.2	953	±375	26.7%	±10.2
18 to 64 years old	7,329	±392	13.2%	±0.7	2,825	±449	38.5%	±5.3	4,504	±403	61.5%	±5.3
65 years old and over	303	±161	0.5%	±0.3	92	±80	30.4%	±26.7	211	±152	69.6%	±26.7
Other Indo-European languages	641	±373	1.2%	±0.7	111	±70	17.3%	±17.0	530	±376	82.7%	±17.0
5 to 17 years old	53	±55	0.1%	±0.1	17	±30	32.1%	±48.0	36	±48	67.9%	±48.0
18 to 64 years old	552	±357	1.0%	±0.6	64	±53	11.6%	±15.0	488	±365	88.4%	±15.0
65 years old and over	36	±31	0.1%	±0.1	30	±30	83.3%	±32.7	6	±11	16.7%	±32.7
Asian and Pacific Island languages	119	±76	0.2%	±0.1	69	±63	58.0%	±36.1	50	±51	42.0%	±36.1
5 to 17 years old	21	±30	0.0%	±0.1	21	±30	100.0%	±71.8	0	±31	0.0%	±71.8
18 to 64 years old	95	±61	0.2%	±0.1	48	±36	50.5%	±33.8	47	±50	49.5%	±33.8
65 years old and over	3	±8	0.0%	±0.1	0	±31	0.0%	±100.0	3	±8	100.0%	±100.0
Other languages	41	±61	0.1%	±0.1	14	±22	34.1%	±9.3	27	±40	65.9%	±9.3
5 to 17 years old	14	±22	0.0%	±0.1	14	±22	100.0%	±87.9	0	±31	0.0%	±87.9
18 to 64 years old	27	±40	0.0%	±0.1	0	±31	0.0%	±63.3	27	±40	100.0%	±63.3
65 years old and over	0	±31	0.0%	±0.1	0	±31	-	**	0	±31	-	**

CITIZENS 18 YEARS AND OVER												
All citizens 18 years old and over	39,533	±490	(X)	(X)	38,657	±505	97.8%	±0.6	876	±253	2.2%	±0.6
Speak only English	36,244	±475	91.7%	±1.0	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	3,289	±404	8.3%	±1.0	2,413	±417	73.4%	±7.5	876	±253	26.6%	±7.5
Spanish	3,121	±386	7.9%	±0.9	2,334	±410	74.8%	±7.9	787	±251	25.2%	±7.9
Other languages	168	±90	0.4%	±0.2	79	±43	47.0%	±17.1	89	±64	53.0%	±17.1

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8.7 Population Locations

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty, and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

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10.0 PUBLIC INVOLVEMENT

10.1 Introduction

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how DCPT will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent, and continuous engagement by the public.
- Use of social media and other resources to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 Public Notification

Passengers and other interested persons will be informed of their rights under Title VI and related authorities regarding our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 Dissemination of Information

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 Meetings and Outreach

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging

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stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive, and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific "attention-grabbing" reasons to attend will be used, such as "Help us figure out how to relieve congestion on [corridor name]" or "How much should it cost to ride the bus? Let us know on [date]."
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

"Public meeting" refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner's request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group's choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

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Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 Limited English Proficiency

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT's LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

(1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
(2) The frequency with which LEP individuals come in contact with the program;
(3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
(4) The resources available to the recipient and costs.

Factor #1: ***The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.***

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	55,319	+/-2	100%	(X)
Speak only English	43,312	+/-542	78.3%	+/-1.0
Spanish:	11,206	+/-417	20.3%	+/-0.8
Speak English "very well"	5,538	+/-613	49.4%	+/-5.1
Speak English less than "very well"	5,668	+/-609	50.6%	+/-5.1

Duplin County is a rural county with over 11,000 people that speak Spanish. There are no other language groups that meet the Safe Harbor Threshold besides Spanish. Of the Spanish speaking population, 50.6% (or 5,668 persons) speak English less than "very well". Being a rural county, where the main "industry" is agriculture, the population that speaks English less than "very well" is spread throughout all areas of the county. This provides many opportunities for DCPT to serve and/or encounter LEP persons within the service area.

Factor #2: ***The frequency with which LEP individuals come in contact with the program.***

Although formal data has not been collected or tracked, DCPT staff has contact via telephone with LEP individuals on a weekly basis but have not received any official requests for an interpreter or translation services of any kind by phone or through any other method in the last three years. If communication between the staff and an LEP individual is hindered by a language barrier, interpreters are available via telephone through the Duplin County Health Department and Duplin County Social Services. There is a very limited number of community events that provide the opportunity for outreach, and as these events are identified, every effort is made to assure DCPT's participation. A few of the community events that DCPT participates in annually include the Duplin County Business Expo, Duplin County Agriculture Fair, and Vidant-Duplin Hospital Med Assist Expo. At these events, literature is distributed in both English and Spanish languages. In the future, DCPT will distribute an annual survey, in both English and Spanish, and the survey will contain the following two questions: 1) How often do you ride with DCPT? and 2) What is the purpose of your trips? DCPT will also distribute the survey via community-based organizations, such as Spanish churches, and add a third question asking, "If you have never used DCPT services, why not?"

Factor #3: ***The nature and importance of the program, activity, or service provided by the recipient to people's lives.***

No formal data has been collected; however, with knowledge and feedback from the Duplin County Human Health Dept. and Duplin County Social Services, DCPT provides a critical service to those within the county, providing transportation services within Duplin County and to other counties for medical appointments for those individuals who are sponsored by a human service agency, such as Dept. of Social Services. DCPT provides curb-to-curb service and transports individuals to work, community college, doctor's offices, nutrition sites, shopping centers, etc. Mobility and continued independence for all Duplin County residents is the driving force behind the services provided by DCPT, and all of DCPT transit vehicles are ADA accessible. DCPT will start distributing an annual survey, in both English and Spanish, and the survey mentioned about will also contain the following questions: 1) What is the purpose of your trips? 2) Are DCPT services important to you? and 3) If so, what services?

Factor #4: ***The resources available to the recipient and costs.***

DCPT does not have a separate budget for LEP outreach yet looks at ways to implement low cost methods of reaching LEP persons. DCPT has access to interpreters through other county agencies (Health Dept. and Social Services, both of which have multiple Spanish speaking persons on staff. This ensures that DCPT can provide assistance to LEP Spanish-speaking persons, if needed). The Director of DCPT serves on the Duplin County Community Coalition Board a board that is comprised of representatives from county human service agencies, domestic violence shelter, food bank, Christian outreach services, Vidant Duplin Hospital, community college, and sheriff's department. Many of the stakeholders that sit on this Board have direct contact with the LEP population.

Language Assistance Plan

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. This Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). This Plan also details the mechanisms we will use to reach LEP persons and the language assistance services we provide. We will provide services to any person, upon request. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into **any languages that meet the safe harbor threshold in Factor 1.**
- Vital documents—such as brochures with service times and routes—are translated into Spanish across the entire service area, and available in our facilities, doctor's offices, and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
    - Note: We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.

Specific Measures by Language Group –

Spanish: When written interpretation/translation is needed, DCPT staff will contact an interpreter at either Duplin County Health Dept. or Duplin County Dept. of Social Services for assistance. All DCPT legal notices, public notices, and agency brochures are printed in both English and Spanish. DCPT brochures are distributed throughout the county to local agencies such as James Sprunt Community College, Duplin County Human Health Dept, Duplin County Social Services, and two area Hispanic churches (The two churches will also receive the DCPT survey in Spanish). Currently, DCPT receives referrals for LEP persons from the Duplin County Human Health Dept. and Duplin County Social Services for transit assistance

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with an iSpeak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 Demographic Request

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

Duplin County Public Transportation is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

Race/Ethnicity:	**National Origin:** (if born outside the U.S.)
☐ White	☐ Mexican
☐ Black/African American	☐ Central American: _____
☐ Asian	☐ South American: _____
☐ American Indian/Alaskan Native	☐ Puerto Rican
☐ Native Hawaiian/Pacific Islander	☐ Chinese
☐ Hispanic/Latino	

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☐ Other (please specify): _____	☐ Vietnamese ☐ Korean ☐ Other (please specify): _____
Gender: ☐ Male ☐ Female	**Age:** ☐ Less than 18 ☐ 45-64 ☐ 18-29 ☐ 65 and older ☐ 30-44
Disability: ☐ Yes ☐ No	
I choose not to provide any of the information requested above: ☐	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Duplin County Public Transportation at (910) 296-2333 or by email at angel.venecia@duplincountync.com.

Please sign below acknowledging that you have completed this form

.

Thank you for your participation!

Name (print): _____
Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be ***required*** to complete this form for reporting purposes.
- If a member, for whatever reason, selects *"I choose not to provide any of the information requested above,"* this will be accepted as a ***completed*** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 Key Community Contacts

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Melisa Brown	Services for the Aged	Senior Population	Yes
Wendy Henderson	Duplin County Dept of Social Services	All residents of Duplin County	Yes
Shakeena White	James Sprunt Community College	Education	Yes
Tracey Simmons-Komegay	Duplin County Health Dept	Community health	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

10.8 Summary of Outreach Efforts Made Since the Last Title VI Program Submission

The following format is used to document URTS outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
Annually, in the spring, date varies	10:00am – 2:00pm	Public Information	Senior Population	Q&A, brochure and promotional items distributed, literature on display
2nd Thursday of the following months: Aug, Oct, Dec, Feb, April, June	9:00-10:00	Transit Advisory Board	General public and any persons interested in the services available through DCPT	Information varies based on current events relevant to DCPT and Board and public comments/input/recommendations
August 2022	11:00-4:00pm	Back-to-School Fun Day	Families with Children	Literature on display, promotional items distributed

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NON-ELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native America n %	Other %	Hispanic %
Service Area Population	**48.8%**	**51.2%**	**51.3%**	**22.9%**	**<.4%**	**<.4%**	**2.6%**	**22.4%**
Transit Advisory Board	13%	87%	80%	20%	0%	0%	0%	0%

Strategies for Representative Committees

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Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

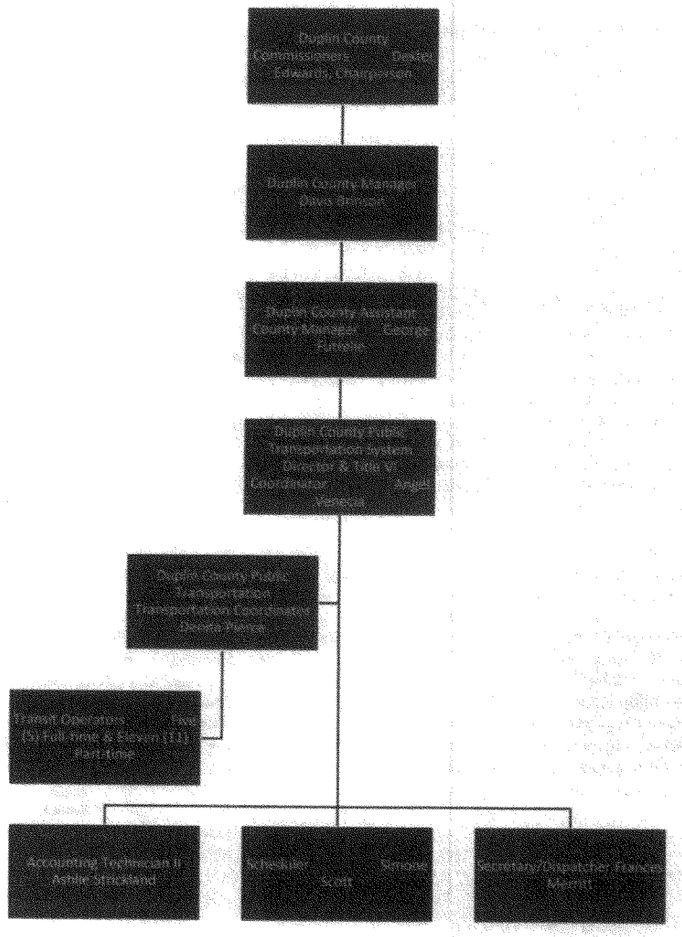
Appendix A
Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Appendix B

Duplin County Public Transportation
Organizational Chart
Fiscal Year: 2023



Appendix C

NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)

Requirement: *FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.*

Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.

Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's *signed* NCDOT's Title VI Nondiscrimination Agreement	☐
2. Title VI Policy Statement *(signed)*	☐
3. Title VI Notice to the Public, including a list of locations where the notice is posted	☐
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties **Name/Title:**	☐
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	☐
6. Title VI Complaint Form	☐
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	☐
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	☐
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	☐
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	☐
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions ***reviewed and approved*** the Title VI Program	☐
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	☐
13. **If you pass through FTA funds to other organizations,** include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➢ **No Subrecipients** ☐	☐
14. A Title VI equity analysis **if you have constructed or conducted planning for a facility**, such as a vehicle storage facility, maintenance facility, operation center, etc. ➢ **No Facilities Planned or Constructed** ☐	☐
15. Copies of environmental justice assessments conducted for **any construction projects during the past three years** and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities ➢ **No Construction Projects** ☐	☐

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16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. **Year/Agency:**	☐

II. Transit Providers

Requirement: *FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.*

Note: All NCDOT subrecipients that provide ***fixed route*** public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.

➢ **Not Applicable ☐ (Check this box if you do not provide *fixed route* services, and skip questions 17 and 18.** This section does not apply to you if you ***only*** provide demand response services.)

Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	**Completed**
17. Service standards (**quantitative measures**) developed for *each specific fixed route mode* that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:	
• Vehicle load for each mode *(Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.)*	☐
• Vehicle headway for each mode *(Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).)*	☐
• On time performance for each mode *(Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be "on time." Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.)*	☐
• Service availability for each mode *(Refers to a general measure of the distribution of routes within a transit provider's service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.)*	☐
18. Service policies (**system-wide policies**) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:	
• Transit amenities for each mode *(e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. **NOTE:** Attach this information only if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.)*	☐
• Vehicle assignment for each mode *(Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.)*	☐

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APPENDIX D

OUT-OF-COUNTY MEDICAL SCHEDULE

RALEIGH/DURHAM/CHAPEL HILL:	1ST & 3RD TUES, 4TH WED
GREENVILLE/KINSTON:	2ND MON, 4TH TUES
CLINTON/FAYETTEVILLE:	1ST & 3RD MON
MT OLIVE/GOLDSBORO:	2ND TUESDAY, 4TH THURS
WILMINGTON/BURGAW:	1ST WED, 2ND & 3RD THURS
JACKSONVILLE	2ND WED & 4TH MON

FARES FOR GENERAL PUBLIC RIDERS

RALEIGH/DURHAM/CHAPEL HILL:	$30.00
GREENVILLE:	$25.00
KINSTON:	$20.00
CLINTON:	$15.00
FAYETTEVILLE:	$25.00
MT OLIVE:	$15.00
GOLDSBORO:	$20.00
WILMINGTON:	$25.00
BURGAW:	$20.00
JACKSONVILLE:	$20.00

******ONE ATTENDANT PER RIDERS, IF SPACE ALLOWS******

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COUNTY OF DUPLIN

FINANCE AND PURCHASING

POLICIES AND PROCEDURES

12/21/2020

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Introduction and General Information

This policies and procedures manual is designed to assist with the County of Duplin's finance processes. It is to be used as a guide that will allow departments to purchase supplies, apparatus, materials, equipment, and services according to County policies and North Carolina State Statutes. When used properly and with common sense, the policies and procedures established herein will enable the County to obtain needed materials, equipment, supplies, and services efficiently and economically.

The understanding and cooperation of all employees is essential if the County is to obtain the maximum value for each tax dollar spent. While this manual does not answer all questions related to purchasing, it does provide the foundation for a sound purchasing system.

The goals of the County's finance and purchasing program are:

- Comply with legal and ethical requirements of public purchasing and procurement
- Meet department requirements by obtaining maximum value for each dollar spent
- Maintain good business relationships and conduct fair and impartial business with all vendors
- Secure competitive prices on purchases and services whenever possible
- Provide County departments a uniform guide to procuring goods and services

If the policies and procedures established in this manual are followed, each department can efficiently manage, control, and plan available resources to meet present and future departmental needs and help the County meet these goals. If there are any questions pertaining to the policies and procedures in this manual, contact the Accounting Manager.

This manual will be reviewed and changed as necessary. As any changes occur, all departments will be supplied with an updated copy or new page insertion. Please notify the Accounting Manager with any comments or suggestions that may be taken into consideration for future changes.

The Duplin County Board of Commissioners has approved the policies contained in this manual. The governing body shall also approve any changes prior to becoming effective. Therefore, all departments are responsible for reading and complying with all policies and procedures contained within the manual.

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Section 1-Vendor Selection and Set-Up

Vendors will be selected on a competitive basis. Departments should always use the lowest responsive, responsible bidder.

1.1 Vendor Requirements and Set-Up

All vendors will be required to provide the County a W-9 and EFT authorization form prior to a purchase order or payment being issued. Any vendor who is performing labor or services other than providing materials will be required to submit an e-verify affidavit. This form is available from the Accounting Manager. Necessary forms shall be submitted to the Accounting Manager in order to have a vendor number assigned.

It is the policy of the County not to conduct business with vendors or contractors who have been debarred by Federal, State, or Local Governments, or those who owe County, State, or Federal taxes. Prospective contractors and/or vendors may therefore be required to provide a Certificate of Taxes Due verifying no taxes are owed. A copy of this form can be found within the appendix to this policy.

1.2 Vendor Relationships

It is unlawful for vendors to give gifts or favors to County employees except under limited circumstances. Vendors subject to this prohibition include current vendors, any vendor with whom the County has conducted business within the past year, or a potential future vendor. As addressed in NCGS 133-32, exceptions to this prohibition include honorariums for participation in meetings, items of nominal value, and meals furnished at banquets. It is also unlawful for County employees to accept such gifts and favors.

Items of nominal value can include advertising items, inexpensive pens, mugs, calendars, etc. Although meals at a banquet are permissible, free meals offered by contractors, such as lunch, should be refused. It is important to distinguish between gifts to individuals and gifts to the County itself.

County employees and vendors are expected to comply with all applicable laws.

1.3 Conflicts of Interest

A criminal statute, NCGS 14-234, prohibits a public officer or public employee from deriving a direct benefit from any contract in which he or she is involved on behalf of the public agency he or she serves. Also, if a public official or employee is not involved in making a contract from which he or she will derive a direct benefit, the official or employee is prohibited from influencing or attempting to influence anyone in the agency who is involved in making the contract.

As defined in the statute, a person "derives a direct benefit" from a contract if the person *or his or her spouse* (1) has more than a 10 percent interest in the company that is party to the contract, (2) derives any income or commission directly from the contract, or (3) acquires property under the contract.

Any questions regarding conflicts of interest or gifts and favors should be directed to the County Attorney.

Section 2-Bidding Requirements, Processes, and Exceptions

2.1 Informal Bidding Requirements

Duplin County has chosen to exceed the state requirement of informal bidding limits. Therefore, it is County policy to obtain three informal quotes for materials, supplies, and apparatus in excess of $5,000 per item. Three quotes/bids for repair/construction services must be obtained when the total repair including labor, parts, freight, sales tax etc. is in excess of $30,000. Exceptions to this limit may be approved by the Finance Officer or County Manager.

State programs and grants may provide different limits. Therefore, departments with special funding are responsible for compliance with those guidelines.

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). See Section 6 of this Policy for specific guidelines.

2.2 Formal Bidding Requirements

Per NCGS 143-129, the formal bidding process must be followed for the purchase of apparatus, supplies, materials, and equipment when the total amount is in excess of $90,000. For construction or repair contracts, the formal bidding process must be followed when the total contract is in excess of $500,000.

NCGS 143-133 prevents dividing a purchase to evade statutory bid requirements.

Formal Bidding Process

1. The requesting department will submit specifications to the Accounting Manager and/or County Manager, who will authorize the purchase. Generic specification sheets are available in the Finance Department.
2. The Accounting Manager or County Manager will review and make necessary changes. The IT Director will assist with any computer or technology purchases.
3. The requesting department is responsible for advertising the bid in a newspaper of general circulation or by electronic means. Electronic means must be first approved by the Board of County Commissioners. Advertisements must appear at a time where at least seven (7) full days must lapse between the date on which the notice appears and the date of the bid opening. The advertisement **must** include the following information:
    a. The time and place where plans and specifications of proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
    b. The time and place for opening of the proposals; and
    c. Reserve to the board or governing body the right to reject any and or all proposals.
4. Sealed bids are to be received and opened in public at the date and time specified in the advertisement and must be in paper form. Duplin County does not accept electronic formal bids at this time. Bids received after the specified time will not be considered. There is no minimum number of bids required for purchase contracts. If a formal construction contract does not receive at least three (3) bids on the first advertisement, the bids cannot be opened. A second advertisement must be made, and then any number of bids may be opened. Formal construction and repair contracts require a bid bond of at least five (5%) percent of the proposal at the time the bid is made.
5. The Accounting Manager will review bids to assure that minimum specifications are met and make a recommendation on the award of the contract to the lowest responsive responsible bidder.

6. The requesting department must get the purchase approved by the Board of County Commissioners and submit a requisition through the County's financial software to obtain a purchase order.
7. Any bids falling within the formal bidding statute under NCGS 143-129 must be in writing.

2.3 Bid Protest Procedures

Any vendor who is a prospective or actual bidder, offeror, or contractor that may be aggrieved by a solicitation for bid or an award of a bid, may submit a written complaint/protest within five (5) calendar days prior to the opening of the bid or within five calendar days after the award of the bid to the Finance Office at the following mailing address: PO Box 950 or physical address: 224 Seminary St, Kenansville, NC 28349. The protest must include:

1. Name, address, telephone number, e-mail address, and fax number of the protester
2. The bid of which the complaint/protest is being issued against;
3. A detailed statement providing the legal and factual grounds supporting the protest, to include copies of relevant documents;
4. Any supporting documents, exhibits, etc., to substantiate the protest;
5. Documentation that establishes that the protester is an interested party for the purpose of filing a protest;
6. The form of relief requested;
7. Evidence that the protester is authorized to do business in the State of North Carolina;
8. Evidence that the protester has all license(s) necessary to complete the work required in the specified project; and
9. Protest must be signed by the protester or authorized agent.

After careful considerations of all relevant information and consultation with the Finance Officer, the County Attorney shall make a written decision to the protester and shall provide such decision to the protester via certified mail.

2.4 Exceptions to Formal Bidding Requirements

Exceptions to formal bidding requirements are addressed in NCGS 143-129 (e)

- Purchases from other governmental agencies
- Cases of special emergency involving the health and safety of the people or their property
- Purchases made through a competitive bidding group purchasing program
- Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas. These purchases are subject to NCGS 143-131
- Purchases of information technology through contracts established by the Department of Information Technology
- State Contract purchases
- Purchases from established Federal contracts if the contractor is willing to extend the same price to the County
- Purchase of used apparatus, supplies, materials, or equipment. Remanufactured, refabricated, or demo apparatus, supplies, materials, or equipment are not included. A demo item is one that is used for a demonstration and is sold by the manufacturer or retailer at a discount.

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2.5 Sole Source

According to NCGS 143-129(e), when "performance or price competition for a product is not available, a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration, the governing board shall approve the purchases" prior to award of the contract.

2.6 Emergency Purchases

Planning for purchases should be done on both short-term and long-term basis, thereby minimizing small orders and last-minute purchases. However, emergency situations will always occur.

An emergency purchase is permitted at the discretion of the Department Head when any situation occurs after normal operating hours to protect the health and/or safety of County employees and the citizens of Duplin County and when normal purchasing procedures are impossible.

Any after-hours emergency purchase should be brought to the attention of the Accounting Manager the next business day. Procrastination or failure to plan for a purchase is not considered an emergency.

2.7 Federal Contracts

NCGS 143-129(e)(9a) allows for the purchase of apparatus, supplies, materials, or equipment from contracts established by the United States of America or any federal agency, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the federal contract.

2.8 Piggybacking Contracts

NCGS 143-129(g) authorizes local governments to purchase items within formal bidding limits without bidding as long as the following requirements are met:

- The formal bid process on the piggyback item must be substantially similar to North Carolina requirements
- The contract must have been awarded within the previous 12 months
- The vendor must be willing to extend the same or more favorable prices
- A public notice providing "waiver or bid procedure will be considered" must be placed in a general circulation newspaper (currently only the Duplin Times qualifies) at least 10 days prior to the commissioner's meeting
- The governing board must give waiver of bid procedure approval at a regularly scheduled meeting

2.9 Vehicles and Heavy Equipment

On August 6, 2012 the Board of County Commissioners passed a motion requiring that all departments purchasing vehicles and heavy equipment seek bids from vendors located in Duplin County. It is not mandated that the item be purchased in the County but in-county vendors should be given the opportunity to compete with state contract and any cooperative purchasing group prices.

Section 3-Purchasing Procedures

3.1 Requisitions

All desired purchases in excess of $500 must be sent to the Accounting Manager via a requisition submitted through the County's financial software. Upon receipt of the requisition, the Accounting Manager will issue a purchase order. The submitting department shall seek approval from the IT Department for all IT related purchases. The requesting department shall include all necessary backup documentation with the requisition, including quotes, emails, contracts, etc.

Requisitions must be approved by the Department Head or designee before being submitted to the Accounting Manager. If appropriate funds are not available to cover purchase, a budget amendment must be submitted to Finance prior to the submission of a purchase requisition.

3.2 Purchase Orders

Purchase orders are required for all purchases in excess of $500 for budgeted funds in the fiscal year in which funds are to be dispersed. This allows all spent funds to meet the pre-audit requirement as addressed in the Local Budget and Fiscal Control Act and NCGS 159-28.

Any employee or officer who obligates County funds without a pre-audit certification signed by the Finance or designee may be held personally liable for those funds.

Purchase orders are available for viewing in Munis.

The following expenses are excluded from purchase order requirements regardless of amounts:

- Utilities
- Travel expenses
- Trust funds
- Disbursements of tax
- Refunds
- Payroll and Benefits
- Construction and Grant Project Contracts

Blanket Purchase Orders

Departments may request blanket purchase orders issued to vendors with whom they conduct business often. Examples for blanket purchase orders include items being purchased under a term contract (prices good for a specified term), miscellaneous repair supplies/hardware, food items, etc. Departments are responsible for keeping up with the balance left on a blanket purchase order. If the funds on the purchase order are exhausted, a new blanket purchase order must be requested.

When a blanket purchase order is used, employees are responsible for telling the vendor the PO number and their name. Invoices must be turned into Accounts Payable weekly for payment.

One Time Purchase Orders

After a purchase order has been issued, the order may be placed. Departments who place orders are responsible for verifying that all items are received according to what the vendor invoices for. If there are any discrepancies, the vendor must be notified immediately.

3.3 Central Inventory

Central inventory is maintained by Accounting Manager for fuel and the County Garage for vehicle supplies/repairs. Any items needed from central inventory will be issued and charged to the department on a monthly basis.

3.4 Fuel Procurement Cards

Fuel procurement cards are to be used for the procurement of gasoline and diesel fuel for all County owned vehicles only. The Accounting Manager serves as the Program Administrator of fuel cards and is responsible for communicating with the card vendor regarding the names of those who will be authorized to use the cards, issue cards, and monthly billing.

Fuel cards are assigned to each vehicle with the exception of the Sheriff's Office vehicles. Sheriff's Office employees have fuel cards issued to each individual employee. Employees are responsible for maintaining security of fuel cards at all times, and reporting a lost or stolen card immediately.

Fuel should be obtained from County owned fuel tanks when possible. When necessary, fuel cards are accepted at most fuel stations. At the time of the transaction, an accurate odometer reading, PIN (employee number), and vehicle number must be entered. Some sites require a 6 digit PIN resulting in the need of entering a PIN with leading zeros. For example, an employee number of 1234 must be entered as 001234. An employee number of 12345 must be entered as 012345.

Department Heads or designees are responsible for communicating with the Program Administrator for new employees to be added as a user or when employees need to be removed as users from the fuel procurement program.

Fuel should only be dispensed into County owned vehicles or equipment. Fueling of personal vehicles is strictly prohibited. Violating employees will be turned over to their department director for appropriate disciplinary action up to and including termination of employment.

Section 4-Procedures

4.1 General Ledger

The following standard codes are used by most departments. If an item is needed that does not fall within one of these codes, additional codes may be established for specific needs.

Code	Description	Uses
-41990	Professional Services	Services provided by non-county personnel. Ex: consultants, temp employees, contract employees, doctors
-42100	Housekeeping Supplies	Rugs, soap, tissue paper, paper towels, cleaning supplies
-42120	Uniforms	Shirts, pants, shoes, hats, badges, belts
-42490	Vehicle Supplies	Lettering, 3% tax/tag fee, vehicle keys, car wash
-42500	Fuel	Fuel used in County vehicles
-42600	Office Supplies	Supplies that make every office functional—pens, paper, tape, scissors, paper clips, stapler folders, etc.
-42980	Program Supplies	Items not used in every office and are specific to departmental service being provided
-43110	Travel	Meals, hotel, mileage, registration, parking
-43210	Telephone	Telephone, internet
-43250	Postage	Shipping and handling, freight
-43510	Building/Grounds Repairs	Pest control, mowing, painting, carpet (supplies and labor)
-43520	Equipment Repairs	Replacement parts and associated labor
-43530	Vehicle Repairs	Repairs/maintenance, oil changes, tires
-43910	Advertising	Job listings, meetings advertisement
-44300	Rent	Rent or lease of object owned by another party for County use—copier, fax, office space
-44910	Dues/Subscriptions	Membership dues, notary, newspaper subscriptions
-45100	Capital Outlay	Any one item with all associated costs (installation, shipping) over $5,000.00 per item.

4.2 General Ledger Maintenance/Budget Amendments

If a new code is needed by a department, the requesting department shall send notification to the Accounting Manager. All budget amendments shall be placed on the County's budget amendment form and sent to the Accounting Manager. All budget amendments in excess of $10,000 are to be approved by the Board of County Commissioners. All amendments involving new revenue are to be presented to the Board of Commissioners by the receiving department.

Section 5-Assets and Surplus Property

5.1 Fixed Assets/Capital Items

The Finance Department maintains a list of all capital items purchased by the County. This list is used for accountability of assets, insurance coverage, audits, and depreciation. For accounting purposes, assets are defined as items of tangible property, both real and personal. Property with a value of more than $5,000 is to be defined as capital.

5.2 Surplus Property Disposal Process

Disposal of items that are not deemed as a fixed asset is at discretion of the Department Head. However, Department heads do not have the authority to dispose of fixed assets. Therefore, the following process is to be followed when an asset is deemed no longer usable.

Requesting department:

1. Determine item(s) no longer needed
2. Memo/e-mail to County Manager with the following information included:
    a. Item no longer needed
    b. County tag number for the item or the vehicle make, model, and VIN
    c. Working condition of the item
    d. Deadline for item to be removed from the department or date the vehicle is to be delivered to the County Garage (after coordinating with Garage staff), and
    e. Request that the item(s) be declared surplus or transferred to another department (specify department)

County Manager:

1. Confirm item is no longer needed or needed in another department. Confer with Garage regarding condition of vehicles. Mass e-mail will be sent to department heads to determine interest.
    a. If transferring a vehicle to another department, Garage and Finance must be notified
    b. If transferring capital asset to another department, Finance must be notified
2. Return notice to department of approval for items submitted for surplus
    a. Forward notice to Finance for removal of capital items and/or insurance
    b. Forward notice to IT for sale of items on GovDeals
    c. Forward notice to Garage for item to be moved to another department or placed out of service
    d. Forward notice to department receiving item

Finance:

1. Confirm item and tag number to asset list and/or vehicle title
2. Remove item/vehicle from insurance and asset inventory list

Section 6-Uniform Guidance for Federal Funds

The purpose of this section is to establish guidelines that meet or exceed the procurement requirements specifically for purchase of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. This requirement applies to the receiving agency and any sub-recipient.

All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

6.1 Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this section of the Policy.

A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Accounting Manager and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and

materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. **Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. **Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. **Cost Estimate.** For all procurements costing $150,000 or more, the Accounting Manager and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. **Contract Requirements.** The Requesting Department must provide proposed contracts or request for a written contract to the County Attorney advising the County Attorney that federal funds are implicated so that the provisions referenced in Section II.C of this Policy can be incorporated.

L. **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.

M. **Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

N. **Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. **Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

6.2 Specific Procurement Procedures

Either the Accounting Manager or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

A. **Service Contracts** (except for A/E professional services) and **Purchase Contracts** **costing less than $10,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
   1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
   2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. **Service Contracts** (except for A/E professional services) and **Purchase Contracts costing $10,000 up to $90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
   1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
   2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
   3. Cost or price analysis is not required prior to soliciting bids.
   4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
   5. Award the contract to the lowest responsive, responsible bidder.

C. **Service Contracts** (except for A/E professional services) and **Purchase Contracts costing $90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
   1. Cost or price analysis is required prior to soliciting bids.
   2. Complete specifications or purchase description must be made available to all bidders.
   3. The bid must be formally advertised in a newspaper of general circulation for at least seven (7) full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
   4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
   5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
   6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."
   7. Contract must be in writing and include Uniform Guidance provisions. Contract must be approved by County Attorney prior to execution by County.

D. **Service Contracts** (except for A/E professional services) **costing $250,000 and above** may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) **use only when the "sealed bid" procedure is not appropriate** for the particular type of service being sought. The procedures are as follows:
   1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
   2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
   3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
   4. Consider all responses to the publicized RFP to the maximum extent practical.
   5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
   6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP.
   7. Award the contract on a fixed-price or cost-reimbursement basis.
   8. Contract must be in writing and include Uniform Guidance provisions. Contract must be approved by County Attorney prior to execution by County.

E. **Construction and repair contracts** **costing less than $10,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
   1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
   2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. **Construction and repair contracts** **costing $10,000 up to $250,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
   1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
   2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
   3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
   4. Award the contract on a fixed-price or not-to-exceed basis.
   5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
   6. Contract must be in writing and include all applicable Uniform Guidance contract provisions. Contract must be approved by County Attorney prior to execution by County.

G. **Construction and repair contracts** **costing $250,000 up to $500,000** shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
   1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
   2. Complete specifications must be made available to all bidders.

3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Any and all bids may be rejected only for "sound documented reasons."
9. Contract must be in writing and include all applicable Uniform Guidance contract provisions. Contract must be approved by County Attorney prior to execution by County.
10. Document procurement procedures.

H. **Construction and repair contracts costing $500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
    1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
    2. Complete specifications must be made available to all bidders.
    3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
    4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
    5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
    6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
    7. Award the contract on a firm fixed-price basis.
    8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
    9. Contract must be in writing and include all applicable Uniform Guidance contract provisions. Contract must be approved by County Attorney prior to execution by County.
    10. Document procurement procedures.

I. **Construction or repair contracts involving a building costing $300,000 and above** must comply with the following additional requirements under state law:
    1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
    2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
    3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
    4. Contract must be in writing and include all applicable Uniform Guidance contract provisions. Contract must be approved by County Attorney prior to execution by County.
    5. Document procurement procedures.

J. **Contracts for Architectural and Engineering Services costing under $250,000** shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
    1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
    2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
    3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Accounting Manager and/or Requesting Department.
    4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
    5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
    6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.
    7. Contract must be in writing and include all applicable Uniform Guidance contract provisions. Contract must be approved by County Attorney prior to execution by County.
    8. NOTE: The authority to exempt contracts costing less than $50,000 under N.C. Gen. Stat. §143-64.32 is not allowed under the Uniform Guidance.

K. **Contracts for Architectural and Engineering Services costing $250,000 or more** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:
    1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
    2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
    3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
    4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
    5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
    6. Consider all responses to the publicized RFQ to the maximum extent practical.
    7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an

appropriate number of qualified firms to compete for the contract given the nature and size of the project.

8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated.
11. Contract must be in writing and include all applicable Uniform Guidance contract provisions. Contract must be approved by County Attorney prior to execution by County.
12. State licensure requirements apply.

6.3 Exceptions

Non-competitive contracts are allowed ***only*** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

A. **Sole Source**. A contract may be awarded without competitive bidding when the item is available from only one source. The Accounting Manager and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

B. **Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

C. **Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

D. **Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

E. **Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

6.4 Gifts and Conflicts of Interest

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any sub-recipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including sub-recipients, of the requirements of this policy and any additional prohibitions or requirements.

In addition to the prohibition against self-benefiting from a public contract under N.C. Gen. Stat.§14-234, no officer, employee, or agent of the County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- the employee, officer, or agent involved in the selection, award, or administration of a contract;
- any member of his or her immediate family;
- his or her partner; or
- an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C. Gen. Stat.§133-32, officers, employees, and agents of the County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts.

Items of nominal value that fall into one of the following categories may be accepted:

- promotional items;
- honorariums for participation in meetings; or
- meals furnished at banquets

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

Section 7-Procurement Cards

The purpose of the County's Procurement Card Program is to simplify procurement and payment processes for low dollar goods and services. The program is designed to provide a flexible and convenient way for County departments to conduct business transactions. The procurement card (p-card) can simplify and expedite procurement for a telephone or internet order. P-cards provide departments a way to handle emergency needs, and immediate access to needed goods. Also, the consolidation of all procurement card purchases into one invoice simplifies check writing.

7.1 General Information

The p-card is a VISA administered program through Bank of America. Paying for purchases using a p-card is governed by N.C. Gen. Stat.§ 159-28(d). A participant in the Program, whose name appears on the card, is responsible for protecting the card and is accountable for all purchases made using the card number. Failure of the cardholder to comply with the policies and procedures associated with the card will result in the loss of the card. P-cards are to be used for County transactions only. Any misuse of the card may result in disciplinary action for unacceptable personal conduct. In addition, misuse may qualify for criminal prosecution.

Although p-cards are issued in the employee's name, through Bank of America, personal credit history is not a factor. The use of the p-card will not affect personal credit. P-cards may be used for any allowable expenses up to the monthly and transaction limits, set by the Department Head and County Manager.

The Cardholder, Department Head/Reviewing Supervisor, and the Program Administrator are responsible for the integrity and accuracy of the card purchases. It is their responsibility to maintain adequate records to document the goods purchased, the business purpose served by the purchase, and to account for the purchase correctly in the County's general ledger.

7.2 Individual Responsibilities

Cardholder Responsibilities

- Immediately upon receipt of the card, verify information embossed on the card is correct. Sign the back of the card. Call the bank to activate the card.
- Ensure security of card at all times.
- Determine appropriate usage of the card.
- Do not split transactions to bypass the single transaction dollar limit.
- Do not lend the card to another person.
- Cardholder is responsible for all transactions on the card.
- Prepare the Reconciliation form monthly after receipt of statement.
- Send reconciliation form to the Department Head/Supervisor in a timely manner to ensure Program Administrator receives packet by the deadline. Deadline will be established at a later date by Finance Office Memorandum.
- Obtain and keep original receipts for all transactions on p-card.

Department Head/Supervisor Responsibilities

- Review cardholder reconciliation form monthly to ensure proper usage of card, correct general ledger account numbers, and compliance with the p-card policy.

- Approve/request cards by sending New Cardholder Authorization form to Program Administrator to request new Cardholder.
- Sign and date the Reconciliation form and send to the Program Administrator by the monthly deadline.
- Take possession of a card upon termination, resignation or retirement of a cardholder. Complete the "P-card destruction notice" and turn card along with form in to Program Administrator.

Program Administrator Responsibilities

- Oversee the Program.
- Set up new cardholders when requested by Department Head via New Cardholder Authorization form.
- Maintain accurate records of all cardholders.
- Receive, reconcile, and audit transactions as needed or on a monthly basis prior to due date of payment.
- Forward statements to Finance for payment.

Finance Department Responsibilities

- Ensure payment is sent to Bank by statement deadline.
- Perform random audits of p-cards to ensure integrity and accuracy of transactions.
- Maintain records of payment.

7.3 How to Obtain a New P-Card

Department Heads will determine appropriate p-card holders. Department Head will provide requested cardholder a copy of the Procurement Card Policy and Procedures. Department Head will submit a New Cardholder Authorization Form to the Program Administrator. The Program Administrator will contact the Bank and order a new card. All p-card holders must review this Policy and sign a statement acknowledging receipt of same.

7.4 Processing Receipts for Payment

Cardholders are to sign off on transactions via Bank of America Works weekly by the given deadline. Cardholders should also turn in receipts weekly via Works online. Cardholders should keep copies of all receipts turned in via Works and submit originals to the Program Administrator by the monthly deadline.

If a receipt was lost or not obtained, a p-card missing receipt affidavit must be filled out immediately and turned in to the Program Administrator prior to monthly reconciliation deadline.

7.5 Audits

All transactions are subject to random audits. Audits will be performed periodically by the Program Administrator and Finance Department.

7.6 Lost/Stolen Card

In the event a p-card is lost or stolen, the Cardholder, must immediately notify their supervisor or Department Head, the Program Administrator and the bank.

7.7 Allowable/Non-allowable expenses

Allowable P-Card Expenses

- Travel expenses excluding meals (hotel, airfare, car rental, parking, etc.)
- Office supplies
- Computer supplies (must be approved by IT before purchase. Attach IT's written approval to p-card statement)
- Membership dues
- Advertising
- Required licensures
- Webinars/Teleconferences
- Registration fees

Non-Allowable P-Card Expenses

- Alcohol or tobacco products
- Meals associated with overnight travel
- Cash or cash advances
- Cell phones or plans
- Contractual services
- Insurance
- Capital items
- Fuel (use Wex cards)

7.8 Merchant Category Codes

Merchant Category Codes (MCCs) define a vendor's merchant category. Allowable MCCs are set up by the Program Administrator. If a transaction is attempted at a merchant with a blocked MCC (ex. Jewelry Store), the transaction will be declined. The Program Administrator has made an effort to ensure that vendors used for normal business transaction are not restricted. If the Cardholder comes across a blocked vendor they feel should be reviewed contact the Program Administrator. Any blocked MCC charges will be sent to the Department Head for review to determine if any disciplinary action is warranted.

7.9 Disciplinary Action

The Accounting Manager will notify the Department Head and employee when an employee fails to follow the procedures set forth in this policy. The finance office reserves the right to suspend any employee's purchasing card privileges at any time to minimize the liability to the County for misuse or violation of the County purchasing card policy.

Apendix:

Purchasing Forms

New Cardholder Authorization

DUPLIN COUNTY

I,_____(employee/cardholder name) hereby acknowledge being issued a Procurement Card. As the holder of this card, I agree to comply with the following terms and conditions:

- I understand that I am being entrusted with property of the County of Duplin as a County employee by being issued a procurement card with which I will be making financial commitments on behalf of the County.
- I understand that I am the only authorized card holder and no other person is authorized to use my card.
- I understand that the County is liable to Bank of America for all charges made on the card.
- I agree to use this card for approved purchases only. I understand that any misuse of the card may result in disciplinary action up to and including termination.
- I understand that any misuse of this card may result in criminal prosecution.
- I agree that if I misuse this card it will result in the loss of cardholder privileges.
- I have been given a copy of the Procurement Card Policy and Procedures and understand the requirements for card use.
- I agree to return the card immediately upon request of my Department Head or the Program Administrator and upon separation from employment.
- I agree to return the card if I am transferred to another department.
- If the card is lost or stolen, I agree to immediately contact Bank of America, my Department Head, and the Program Administrator.
- I am aware of my responsibility for reporting any misuse of the card.
- I understand that the issuance of this card does not affect my personal credit.

TO BE COMPLETED BY DEPARTMENT HEAD ONLY: Monthly dollar limit requested _____
Transactions will be approved by (check only one) _____self _____other (If other, list the name of individual responsible for approval of transactions in Works) _____
Employee e-mail address_____ Employee number_____

_____ _____
EMPLOYEE SIGNATURE **DATE**

_____ _____
DEPARTMENT HEAD SIGNATURE **DATE**

DEPARTMENT HEAD/SUPERVISOR—After approval, provide cardholder with a copy of the County's Finance Policies and Procedures. Forward New Cardholder Authorization Form to Program Administrator for issuance of new card.

CC: Personnel File
Procurement Card Program Administrator

Date received by Program Administrator _____
Date card received and sent to cardholder _____

DUPLIN COUNTY

P-Card Missing Receipt Affidavit

Transactions lacking the required information or documentation will be returned to the authorized signer for details. Please read the instructions below.

☐ Attached is a copy or fax of the receipt

-OR-

☐ I certify that I have contacted the merchant and was unable to obtain a copy of the receipt. Therefore, I have attached the following:
- ☐ A copy of the packing slip
- ☐ An invoice that confirms items and pricing

-OR-

☐ I certify that I have made every effort possible to obtain a receipt/packing slip/invoice and have been unsuccessful. I have attached an itemized list of the transaction.

I certify that the detailed expense described above on my p-card was lost or not obtained and that this expense has not been submitted for payment as of the date of the signature below.

Vendor_____

Amount_____

Date of Transaction_____

Signature of Cardholder_____ Date_____

Department Head Signature_____ Date_____

Program Administrator Signature_____ Date_____

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DUPLIN COUNTY

Itemized List of Missing Receipt

QUANTITY	ITEM DESCRIPTION	PRICE EACH	TOTAL
		SALES TAX	
		TOTAL	

Cardholders are required to obtain original receipts for all transactions. If this is not possible, this form must be completed and signed by the parties indicated.

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DUPLIN COUNTY

P-Card Destruction Notice

Cardholder name _____

Account number _____

I certify that the above mentioned card is no longer needed and is to be immediately destroyed.

Authorized signature_____ **Date**_____

Forward this form along with card to Program Administrator for destruction of card.

To be completed by Program Administrator:

I certify that the above-mentioned card has been destroyed on _____ (date).

Signature_____ **Date**_____

Witness_____ **Date**_____

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DUPLIN COUNTY

P-card Reconciliation Form

Last four digits of card #		Department	
Cardholder name		Billing period start & end date	

Total on statement	
Total receipts enclosed	
Difference*	

*If this amount is anything other than $0, fill out Missing Receipt Affidavit Form

Purchase orders to be reduced or deleted:

	Delete	or	Reduce by:
PO number _____	_____		$ _____
PO number _____	_____		_____
PO number _____	_____		_____
PO number _____	_____		_____
PO number _____	_____		_____
PO number _____	_____		_____

Cardholder Signature_____Date_____

Department Head _____Date_____

This form, p-card statement, and receipts make up your p-card packet. Send completed packet to Program Administrator by the given monthly deadline. All p-cards are subject to audit at any time.

DUPLIN COUNTY

County of Duplin Change Order

Vendor/Contractor:_____ Purchase Order:_____

Description of Project: Initiation Date:_____

_____

_____

_____

Justification for Change Order:

_____

_____

_____

Not valid until signed by both the County and the Vendor/Contractor. Signature of the Vendor/Contractor indicates their agree ment herewith, including any adjustment in the contract sum or contract time.

Original contract cost	$
Net change by previous change orders	$
Contract amount prior to this change order	$
Contract cost will be increased/decreased by this change order	$
New contract cost including this change order	$

The work described above shall increase/decrease the contract time by _____ days.
(Circle increase or decrease and insert number of days)

These changes and the work affected hereby are subject to all terms and conditions of the original contract. Contractor must sign Prior to the County.

Vendor/Contractor Acceptance:

_____ (Signature) Date_____

_____ (Title)

County of Duplin Acceptance:

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

_____ Date_____
Finance Officer

_____ Date_____
County Manager

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Mini-Brooks Act Exemption

G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee.

G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than $50,000. The exemption must be in writing and must exempt particular projects.

On November 19, 2018 the Duplin County Board of Commissioners gave authority to the County Manager to exempt the County from qualification-based selection for design services where estimated fees are less than $50,000.

_____(Department) wishes to have design services performed for an estimated fee of $_____.

The design services include:

-

Therefore, on behalf of Duplin County, I, _____ (County Manager) declare this particular design service project exempt from qualifications-based selection.

_____ _____

Signature Date

Vendor Certification-No Overdue Tax Debts

_____(entity name)
_____(address)
_____
_____

To: County of Duplin

Certification:

We certify that _____ (name of organization) does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

_____(name of authorizing official), being duly sworn, says that we are the authorized official of _____(name of organization) of _____(city) in the State of _____(state); and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____ _____

Authorizing Official Signature Date

Sworn and subscribed before me on the day of the date of said certification.

_____ My Commission Expires:_____

(Notary Signature and Seal)

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department:	Meeting Date:
Tracey Simmons-Komegay/Health Department	November 7, 2022

Subject: Vital Strategies Opioid Settlement RFA

Summary, explanation and background:

Vital Strategies released a Request for Applications (RFA) to leverage opioid settlement funds to build community capacity to support Harm Reduction Programs throughout North Carolina. Community Naloxone Distribution (Strategy #7) and Syringe Service Program (Strategy #9) from Option A List of the NC Memorandum of Agreement have been selected as the county's first two services to support the overdose crisis response in Duplin County. Both of these programs are key in reducing overdose deaths and engagement of individuals who use drugs. To help establish these two programs, Vital Strategies will match the County's Opioid Settlement funding to Community Syringe Service Programs and Naloxone Distribution up to $70,000 per year for three years. Funding will be to support community naloxone distribution, evidence-based harm reduction services, drug checking supplies such as fentanyl strips, and other expenses related to the delivery of these services. If awarded, Duplin County will be responsible for continuing 75% percentage of their original annual pledge to these two community-based programs following the expiration of the three-year match from Vital Strategies per year for the remaining distribution period for the Opioid Settlement dollars.

Requested Action:

1) Approval to apply for Vital Strategies' "Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions" RFA for $10,000 and use of Duplin County's Opioid Settlement Funds as a co-match as requested from the funder.

Budget impact for this fiscal year: (Funds available, allocation needed, etc.)

- None

Budget impact for subsequent years: (Funds available, allocation needed, etc.)

- None

Time needed to explain to Commissioners: 5 minutes

Attachments:

Vital-Strategies-Matching-Funds-RFA_.p

Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting.by the agenda

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Vital Strategies

REQUEST FOR APPLICATIONS

Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions

Eligible Applicants: North Carolina Local and Municipal Governments, Health Departments and Community-Based Organizations

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Vital Strategies

Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions

PURPOSE

The purpose of this initiative is to leverage opioid settlement funds to build community capacity for overdose prevention at the local level.

Syringe service programs (SSPs) and community naloxone distribution are key in reducing overdose deaths and engaging people who use drugs (PWUD) in health and social services. In a brief survey with 14 North Carolina syringe service programs providing services across 27 counties, only two stated that they received any funding from local governments to operate.

Opioid settlement funds provide an opportunity to build local capacity to address the overdose crisis through government and community collaboration. **To establish and/or expand these partnerships, Vital Strategies will match county opioid settlement funding directed to community SSPs and naloxone distribution up to $70,000.00 per year for three years.** As county and municipal governments work together with affected communities, they will build on created partnerships to adjust to the challenges of the overdose crisis over the following 15 years.

BACKGROUND

OVERDOSE EMERGENCY

Overdose was declared a public health emergency by the U.S. Department of Health and Human Services in 2017. Since then, other than a brief decline between 2017 and 2018, overdose deaths have been increasing steadily in the U.S. In North Carolina, overdose deaths increased by 40% from 2019 to 2020. Rapid changes to the drug supply with potent synthetic opioids such as fentanyl entering the market, impacts of the COVID-19 pandemic and other factors may be to blame; however, lack of focused strategies and funding for community-based harm reduction programming are also contributing to the crisis.

North Carolina ranks among the top half of states in the nation in overdose fatalities. These deaths are preventable, and are disproportionately impact lower income residents in rural areas, as well as Black and Indigenous communities. While 2020 NC overdose death statistics indicated a spike in deaths across all demographics, Black and Indigenous North Carolinians were most affected experiencing a 66% and a 93% increase in overdose deaths respectively. These data are consistent with overall unprecedented rates of overdose deaths in Black and Indigenous communities across the US and underline inequities that must be addressed.

In addition to fatal overdose, PWUD face rising risk of contracting preventable infectious diseases such as HIV and hepatitis C, as well as costly and painful soft skin tissue and bacterial infections. The rate of acute hepatitis C rose 9-fold across North Carolina between 2007 and 2016 (10-year period). Between

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2010 and 2015 heart valve infections associated with injection drug use increased 12-fold, and Sepsis (bloodstream infection) increased 4-fold. While helping to navigate available health resources for a marginalized population, SSPs connect PWUD to sterile supplies and naloxone which can prevent infectious disease and fatal overdose.

FUNDER

To reduce overdose deaths in the United States, Bloomberg Philanthropies Overdose Prevention Initiative works in seven states: Kentucky, New Jersey, New Mexico, North Carolina, Michigan, Pennsylvania, and Wisconsin. The initiative prioritizes a public health approach to overdose prevention, rooted in data and science-based interventions. With a focus on state-based implementation and federal policy advocacy, initiative partners will provide expert advising and project funding in the states through 2026.

Vital Strategies is the lead technical and implementation partner for Bloomberg Philanthropies Overdose Prevention Initiative. Vital Strategies is a global organization focused on strengthening public health systems through designing and supporting scalable solutions to the leading causes of death. In the U.S. Vital Strategies previously worked in Michigan, Pennsylvania and in cities in Connecticut and New Jersey to curb overdose deaths. In 2021 expanding to five new states with high overdose mortality, Vital Strategies brings financial resources and technical assistance to North Carolina and works with government and community partners to establish effective policy and program models for reducing overdose deaths.

GRANT OPPORTUNITY

This request for applications aims to establish a co-funding mechanism to support NC counties and municipalities in leveraging Opioid Settlement Funds. Vital Strategies has agreed to match up to $70,000 per year for harm reduction-oriented community programming funded with county Opioid Settlement dollars. Counties will be responsible for continued funding of these community-based initiatives after the three-year match from Vital Strategies expires. While strategies may evolve through the duration of the settlement funding availability, counties will continue to allocate a percentage of their original annual pledge to community-based harm reduction initiatives. For example: if counties fund $10,000 for three years, Vital Strategies will provide a matching $10,000 for three years, after which the county, in discussion with community, would agree to continue funding at minimum 75% or $7,500 per year for the remaining distribution period for the Opioid Settlement dollars.

ELIGIBILITY CRITERIA

ELIGIBLE APPLICANTS

1) 501 (C) 3 non-profit organizations, or
2) Local governments and/or local health departments

Both non-profit and government applicants will need to submit proof of county's commitment to earmark a matching portion of Opioid Settlement Funds to this initiative. Such proof may be either a formal recorded county budget discussion and/or a letter of commitment supplied by the county. If additional support and/or templates are needed from Vital Strategies, please use emails below to request them. Counties should also demonstrate commitment to sustainability of community initiatives beyond the match.

TYPES OF SERVICES TO BE SUPPORTED

Services and interventions described in the proposal must align with:

- Strategy 7 (Naloxone Distribution) from Option A List of the NC Memorandum of Agreement, and/or
- Strategy 9 (Syringe Service Programs) from Option A List of the NC Memorandum of Agreement, and/or
- Strategy H (Harm Reduction) from Option B List of the NC Memorandum of Agreement

Proposals should focus on low threshold community naloxone distribution, engagement of peer workers, and long-term support to evidence-based harm reduction services. Drug checking supplies, such as fentanyl strips, naloxone, and safer drug use supplies may be supported from the funds, as well as positions for peer engagement coordinators, salaries, vehicle fuel, and other expenditures related to the delivery of services. Successful proposals will include how their program will prioritize historically marginalized populations such as Black, Indigenous, and Latinx communities, as well as plans for sustainability after the match has concluded.

Questions about eligibility or proposal details can be submitted via email to Kat Humphries Montoya at khumphries@vitalstrategies.org or Marina Smelyanskaya msmelyanskaya@vitalstrategies.org. We will hold to webinars to address the FAQ on October 4th and October 26th. To sign up, please use this link.

The maximum allowable funding request per applicant is $210,000 over the three-year grant period, or a maximum amount of $70,000 per year for three years.
The three-year grant period is anticipated to begin on January 1, 2023, and funding is non-renewable beyond the grant period; this is a one-time-only award.
Funding must be matched with county Opioid Settlement dollars.

Full application is due to overdose@vitalstrategies.org
by 11:59pm EST on Monday October 31, 2022.

Vital Strategies

PROPOSAL INSTRUCTIONS

I. Cover Page

1. Applicant name
2. Applicant mailing address
3. Applicant shipping address, if different from mailing address (cannot be a PO box)
4. Signature and typed name(s) of the community-based organization leadership (or proposed leadership)
5. Name, title, email address, and phone number of contact person for the application
6. Date of submission
7. Total budget amount being requested (the budget template allows to calculate the entire budget and then calculate the match requested) (Appendix B)
8. Proposed project focus and harm reduction strategy (strategies)
   - Indicate which strategy is (or strategies are) addressed

II. Project Narrative

1. **Executive Summary:** What are the main expected results and activities of your project? Please provide a brief summary of what your project will be achieving and how. (150-250 words)

2. **Background:** What are the key problems related to overdose in your county that you are proposing to address? Please provide data, if available, description of existing programs, and describe key challenges for people who use drugs in obtaining services. (250 -500 words)

3. **Project description and outcomes:** What are the specific results that your proposed program will seek to achieve (please use suggested indicators) and through what interventions (350-500 words)

4. **Community Engagement:** How will you ensure buy-in from the community and involvement of people who use drugs (250 words)

5. **Racial equity:** Please describe how the projected activities attempt to address racial equity. Describe demographics of the county, and how you will ensure outreach to historically marginalized populations (250 -350 words)

6. **Agency and partner capacity:** Please describe agency and/or CBO partner capacity in performing this work (150-250 words)

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7. **Sustainability:** Please describe how the project will continue to engage community around overdose prevention after the match is complete and how opioid settlement funding will be leveraged to provide for sustainability? (150-250 words)

III. Letter of Commitment for Match

Please submit either county budget discussions and/or letter of commitment describing county commitment to provide funds for community harm reduction initiatives for at least 3 years. In the Sustainability portion of your proposal, please also mention county commitment to fund sustainable community-driven overdose prevention initiatives for the duration of the opioid settlement funding distribution.

IV. Budget

Please use the budget template provided to articulate a detailed funding request for the proposed project. The template proposes to calculate the entire budget and then supports calculations of a match. Please note the total match amount cannot exceed $210,000 over a 3-year period anticipated to begin January 1, 2023.

- Please start with the second budget detail tab – it will populate the first tab automatically.
- The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project.
- Be sure to determine if the cost in the contract is reasonable and justifiable.
- Intramuscular naloxone can be procured through Remedy Alliance with the expected cost of $3.75/vial. Naloxone kits typically contain at least two vials of naloxone, two intramuscular syringes, and require a translucent container. Naloxone may be procured through other sources.

The budget should be for three yearly periods and may align with county fiscal year timelines, please indicate when your project will start (no earlier than January 1, 2023) and when it will end.

Note that funds cannot be used for lobbying as defined in Section 4911 of the U.S. Code.

IV. Review and Scoring

All proposals will be reviewed and scored by a review committee established by Vital Strategies in collaboration with NC partners. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and its alignment with project priorities that resources and services are provided directly to people who use drugs. Final funding decisions will be made by Vital Strategies.

See Appendix C for detailed scoring approach.

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Appendix B – Budget Template

Please download the file from this link and do not edit the original.

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Appendix C – Scoring Sheet for Proposals

Criteria Dimensions	Scale (highest number is best)		Reviewer Score
Baseline Eligibility			
Does the proposal fit within the scope of the harm reduction interventions described in the RFP, either through direct implementation, or capacity building for future implementation?	YES / NO		
If YES, then application is eligible, and reviewers may proceed with scoring If NO, then application is not eligible, and reviewers may stop here.			
Fidelity to and commitment to racial equity approach, harm reduction framework			
Harm Reduction Framework: How strongly does the proposal align with a harm reduction framework and principles?	1 to 10		
Diversity and Racial Equity Commitment: Does the proposal discuss how interventions will address equity?	1 to 10		
Inclusion plan: To what degree are harm reduction providers and people with lived experience involved in guiding and decision-making for the proposed project?	1 to 10		
Quality and clarity of the proposal			
Need: To what degree will the matching funds address an unmet need?	1 to 10		
Agency capacity: What is the level of the applicant's capacity, buy-in from essential partners, and relationships with the population to be served, to perform the proposed activities?	1 to 10		
Scope of work: To what degree are the proposed activities grounded in evidence, reflecting best practices, and aligned with priority harm reduction strategies?	1 to 15		
Potential Impact: To what degree does the proposed project impact the community and utilize the Opioid Settlement dollars to save lives?	1 to 10		
Budget: How strongly are the proposed expenditures appropriate, feasible, and focused on (1) capacity building activities that will likely result in implementation (for planning projects), or (2) service delivery to the priority population (for implementation projects)?	1 to 5		
Reach and Impact			
Focus and reach: To what degree is the proposed project likely to reach people who are highest risk in the community, and does it serve to reduce health disparities?	1 to 10		
Jurisdictional level of need: To what degree does the relevant jurisdiction show indicators of need, e.g., fatal, and nonfatal overdose rates, service gaps, and other key health indicators?	1 to 5		
Sustainability and Continuity			
Sustainability: How clear is the sustainability and continuity plan?	1 to 10		
		Total Score	**/105**

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EASTPOINTE

Corporate Office:
514 East Main Street
Post Office Box 369
Beulaville, N.C. 28518
Provider Service Line: 888-977-2160
Member and Recipient Service Line: 800-913-6109
24/7 Behavioral Health Crisis Line: 866-218-1328

Sarah N. Stroud, CEO

November 1, 2022

County of Duplin
Mr. Davis Brinson
County Manager
224 Seminary Street; PO Box 910
Kenansville, NC 28349

Dear Mr. Brinson;

Congratulations! Duplin County's Health Department proposal has been chosen to participate in Eastpointe's County Initiative for the Impact of Opioid Use and/or Whole Person Integrated care.

The amount of $50,000 will be awarded for this FY23 initiative. We are excited for our expanded partnership in serving Duplin's residents. Eastpointe's Contracts Department will reach out to you with the next steps for this process.

If you have any questions about this award, please contact me at 252-520-8830 or mlloyd@eastpointe.net.

Sincerely,

Marquito Lloyd 11/1/2022

Marquito Lloyd, MA
Network Project Manager

cc: Victoria Jackson, Chief, External Operations
Tarmeldria Lane, Contract Administrator
Catherine Dalton, Chief of Business Operations
Sarah Stroud, Chief Executive Officer
Tracey Simmons-Kornegay, Health Director

DocuSigned by:
Davis H. Brinson, County Ma
11/1/2022

SERVICES FOR THE AGED
REPORT OF SERVICES

PROGRAM	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
NUTRITION/CONGREGATE							
Units of Service	1454	1286	1352	1334	1068	1306	1165
Clients Served	108	103	127	117	113	107	101
Wellness Checks/Community Outreach	32	29	18	17	6	5	10
# of volunteers	16	16	22	21	21	25	19
# of volunteer hrs.	218	197	228	224	177	258	220
HOMEBOUND MEALS							
Units of Service	1305	1370	1610	1210	1225	1470	1210
Clients Served	67	72	68	59	64	64	64
Waiting List	0	0	0	0	0	0	0
# of volunteers	21	20	28	20	24	28	24
# of volunteer hrs.	25	19	32	24	26	32	28
GENERAL TRANSPORTATION							
Units of Service	362	300	343	358	316	352	339
Clients Served	11	11	13	12	12	12	11
IN HOME AIDE							
Units of Service	650	604	528	539	549	581	537
Clients Served	99	103	100	88	90	93	91
Waiting List	39	38	41	44	40	46	42
ENSURE							
# of cases	131	162	123	136	118	123	127
Clients Served	71	84	72	76	67	66	68
HOUSING & HOME IMPROVEMENT							
Units of Service	2	0	0	1	1	1	0
Waiting List	0	0	1	2	2	0	0
# of volunteer hrs.	13	0	0	11	11	10	0
# of volunteers	11	0	0	55	55	55	0
FAMILY CAREGIVER PROGRAM							
Persons served w/vouchers	1	2	2	2	0	0	0
INCONTINENCE SUPPLIES							
Units of Service	0	4	0	7	0	0	0
Clients Served	0	1	0	2	0	0	0
FAN PROGRAM							
Fans given away	0	0	20	11	0	0	0
SENIOR CENTER PROGRAM							
Units of Service	94	121	99	108	114	180	111
Clients Served	23	20	21	25	24	25	30
# of volunteers	2	13	9	5	7	8	2
# of volunteer hrs.	4	22	23	16	14	11	4
TELEPHONE REASSURANCE PROGRAM							
Units of Service	398	454	523	309	515	451	425
Clients Served	21	20	22	22	24	23	21
INFORMATION & REFERRAL							
Units of Service	21	8	19	13	13	29	16
Clients Served	20	8	19	12	13	26	16
TRAINING - EMPLOYEE							
Number of hours	32	0	0	33.5	0	3	20.5
Number of staff	13	0	0	12	0	3	12
INCOME TAX VOLUNTEER PROGRAM							
Number of hours	303	159	0	0	0	0	0
Number of staff	9	9	0	0	0	0	0
MEAL COST							
Meals Prepared	3305	2700	3033	3098	2514	2365	2895
Total Expenditures	$ 20,391.24	$ 17,677.12	$ 19,503.41	$ 19,444.96	$ 17,947.62	$ 17,251.09	$ 22,462.59
Price per meal	$ 6.17	$ 6.55	$ 6.43	$ 6.28	$ 7.14	$ 7.29	$ 4.76
FAMILY CAREGIVER - SUPPORT GROUP							
Persons served	4	4	5	8	3	0	6

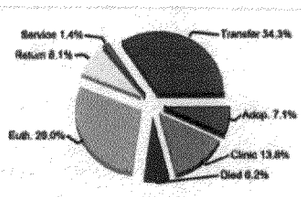
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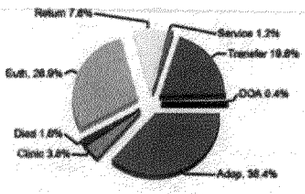
Shelter Statistics - Outcome

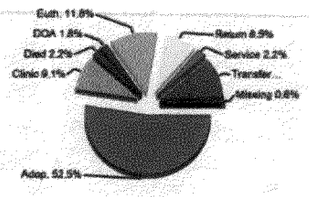
Start Date: September 01, 2022
End Date: September 30, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1428 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Person															
A) Have Email Address	0	10	4	2	0	321	494	870	331	31	16,630	21,253	33,251	16,248	2,581
B) Have Phone Number	4	44	10	4	1	505	1,123	1,122	470	50	19,596	31,966	38,890	21,177	3,340
C) Have ZipCode	2	36	7	3	1	504	1,115	1,084	455	37	19,359	31,598	38,441	20,636	3,254
Totals by Outcome															
Adoption	2	4	7	1	1	418	592	1,047	384	45	15,794	18,209	33,843	14,724	2,954
Clinic	1	24	3	1	0	37	165	23	32	0	2,472	3,766	4,253	4,328	64
Died	0	0	11	2	0	6	7	74	31	2	277	319	1,900	888	236
DOA	0	0	0	0	0	3	5	0	5	4	67	1,086	94	1,114	624
Euthanasia	4	15	5	37	0	72	474	433	977	22	1,112	7,054	3,292	6,043	1,669
Missing	0	0	0	0	0	0	3	2	1	0	17	54	44	79	8
Return To Owner	1	15	0	1	0	54	383	39	51	4	1,330	10,221	591	1,599	172
Service	0	2	0	1	0	4	15	48	15	0	199	404	869	2,036	7
Transfer	10	27	15	20	0	368	341	364	264	16	4,132	5,103	4,761	3,565	647
Wildlife	0	0	0	0	0	0	0	0	0	5	0	0	0	0	750
Total	**18**	**87**	**41**	**63**	**1**	**962**	**1,985**	**2,030**	**1,760**	**98**	**25,400**	**46,218**	**49,647**	**34,376**	**7,131**







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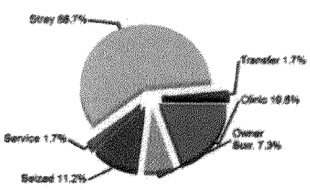
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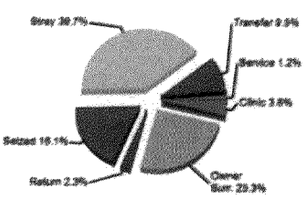
Shelter Statistics - Intake

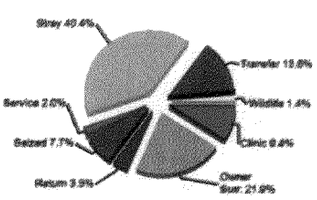
Start Date: September 01, 2022
End Date: September 30, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data					United States (1428 organizations) (does not include your shelter's data				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intakes That were:															
Previously Altered	0	3	2	0	0	116	393	264	292	0	5,260	14,417	7,747	11,360	246
Totals by Intake															
Clinic	2	28	3	2	0	37	165	28	32	0	2,529	4,020	4,358	4,486	77
Owner Surrender	1	10	1	0	1	287	353	523	482	102	5,364	8,658	11,693	8,145	2,062
Return	0	0	0	0	0	32	57	34	38	0	1,080	2,357	827	1,336	97
Seized	3	11	0	6	0	167	441	229	360	51	1,843	6,111	1,662	2,195	833
Service	0	2	0	1	0	4	19	36	8	0	233	1,001	611	1,319	83
Stray	20	22	30	33	0	386	733	916	689	10	8,728	18,417	23,471	14,597	1,085
Transfer	0	3	0	0	0	160	147	269	79	1	7,264	5,336	7,147	2,567	292
Wildlife	0	0	0	0	0	0	0	0	0	18	0	0	0	0	2,315
Total	**26**	**76**	**34**	**42**	**1**	**1,073**	**1,915**	**2,035**	**1,688**	**182**	**27,941**	**45,960**	**49,769**	**34,645**	**6,844**







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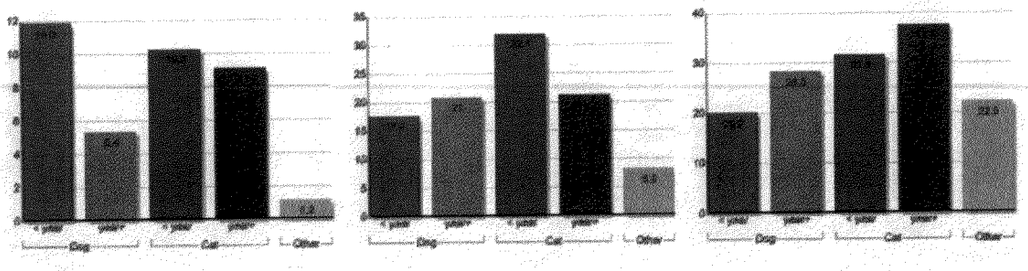
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Shelter Statistics - Avg Length of Stay by Outcome Type

Start Date: September 01, 2022
End Date: September 30, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1428 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	4	8.5	10.2	6	1.2	25.4	40.1	39.6	44.7	12.9	25.5	45.6	40.1	57.9	32.3
Clinic	0.1	0	0	0	0	0	0.1	0	0	0	0.8	1.2	1.3	1.5	1.8
Died	0	0	10.1	2.9	0	8.5	10.6	33.1	42.7	43	17	405.2	20.5	231.6	138.7
Euthanasia	22.5	6.5	7.3	6.8	0	13.9	17.7	15.7	10.8	0	16.1	21.6	12.1	12.6	5.8
Missing	0	0	0	0	0	0	26	98.5	69.2	0	94.6	87.8	119	204.8	50.4
Return To Owner	0	4.4	0	0	0	2.5	5.8	8.7	9.8	4.8	4.2	4.2	8.2	13.8	8.9
Service	0	0	0	0	0	0.8	0	3.2	0.4	0	6.7	37.4	8.4	17.6	34.3
Transfer	11.7	9.9	13.4	15.5	0	14.1	20.9	38	29.2	7.8	19	27.5	25	21.7	21.7
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6.6
Total	**11.9**	**5.4**	**10.3**	**9.1**	**1.2**	**17.7**	**21**	**32.1**	**21.2**	**8.3**	**20.2**	**28.5**	**31.8**	**37.6**	**22.3**



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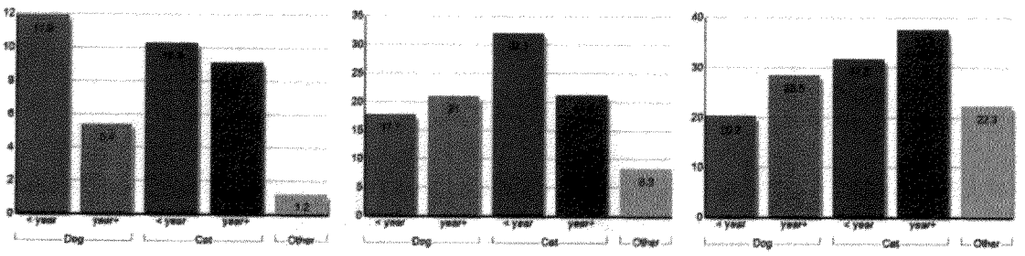
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DATA MANAGEMENT SYSTEM

Shelter Statistics - Avg Length of Stay by Intake Type

Start Date: September 01, 2022
End Date: September 30, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1428 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	0.1	0	0	0	0	0	0.1	0	0	0	0.8	1.3	1.3	1.3	1.3
Owner Surrender	0	3.9	1	5.9	1.2	16.1	22.5	28.9	18.2	16.6	22.1	29.7	31.1	49.5	26.4
Return	0	0	0	0	0	8.8	38.5	6.1	37.5	19.9	11.7	40.6	10.6	48.7	25.7
Seized	19	11.6	0	9	0	14.9	22.9	36.6	16	3.7	23.8	36.9	35.5	49	55.4
Service	0	0	0	0	0	16.6	6.7	19.4	19.9	0	7.7	6.3	11.7	6.5	28
Stray	9.1	8.3	11.4	10	0	18.5	19.8	36.2	24.3	13.6	24.1	25.5	39.3	39	22.8
Transfer	0	1.2	0	0	0	29.6	36.2	28.3	36	0	22.2	45.7	29.6	52.6	28.8
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2.8
Total	**11.9**	**5.4**	**10.3**	**9.1**	**1.2**	**17.7**	**21**	**32.1**	**21.2**	**8.3**	**20.2**	**28.5**	**31.8**	**37.6**	**22.3**



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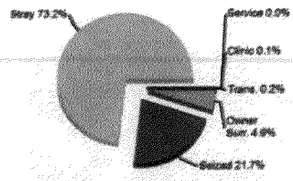
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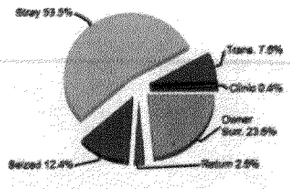
Shelter Statistics – Animal Care Days by Intake Type

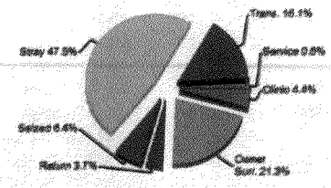
Start Date: September 01, 2022
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USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1428 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	0	1	0	0	0	30	47	53	30	0	64752	174729	62953	73005	753
Owner Surrender	10	51	1	34	1	14021	18755	28539	17728	2168	270139	431895	593628	440976	84707
Return	0	0	0	0	0	868	4677	550	2375	105	32688	157344	26073	93290	3505
Seized	64	153	0	121	90	6122	15210	11206	9381	728	74381	217567	104569	104812	47916
Service	0	0	0	0	0	64	206	797	136	0	3233	10121	9266	7565	1673
Stray	124	239	588	492	0	17056	70696	59626	35550	941	486333	908677	1694894	903009	65818
Transfer	0	4	0	0	0	6538	8892	8198	2195	316	327161	435365	382784	200553	27012
Wildlife	0	0	0	0	0	0	0	0	0	121	0	0	0	0	21748
Total															
	199	**448**	**589**	**647**	**91**	**44699**	**118482**	**108970**	**67395**	**4379**	**1258688**	**2335898**	**2874166**	**1823210**	**253131**







Earliest entry: 9/1/2022
Latest entry: 9/30/2022

Daily Use Date: 11/2/2013
Run Date: 10/14/2022 2:28:00 PM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

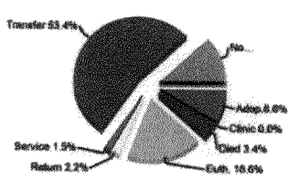
PetPoint

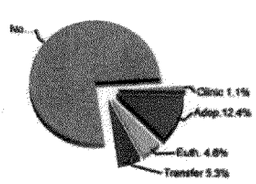
Shelter Statistics – Animal Care Days by Outcome Type

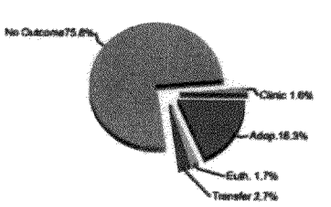
Start Date: September 01, 2022
End Date: September 30, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1428 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	15	60	82	13	1	6782	8557	20322	6611	393	269702	300823	690299	253207	46222
Clinic	0	1	0	0	0	0	17	0	0	0	1815	3313	5138	5261	57
Died	0	0	61	6	0	42	91	1331	390	33	3868	4492	25536	10760	2261
Euthanasia	38	72	32	225	0	947	4627	4890	5952	69	14858	60665	29236	33141	3484
Missing	0	0	0	0	0	0	37	50	29	0	755	1031	1008	769	163
Return To Owner	0	43	0	0	0	161	1208	124	200	19	5446	27648	4274	8405	711
Service	0	0	0	30	0	3	0	144	42	0	1079	2338	5843	8046	137
Transfer	145	253	363	294	0	4602	4757	5049	3756	119	57680	64240	65811	36001	6066
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3238
No Outcome	1	19	52	80	90	32162	99188	77059	50414	3744	903484	1871347	2047021	1467621	190791
Total															
	199	**448**	**589**	**647**	**91**	**44699**	**118482**	**108970**	**67395**	**4379**	**1258688**	**2335898**	**2874166**	**1823210**	**253131**







Earliest entry: 9/1/2022
Latest entry: 9/30/2022

Daily Use Date: 11/2/2013
Run Date: 10/14/2022 2:28:00 PM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

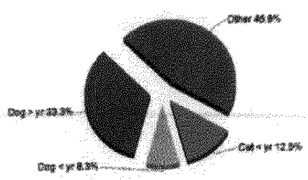
PetPoint

Shelter Statistics - Fees and Revenue

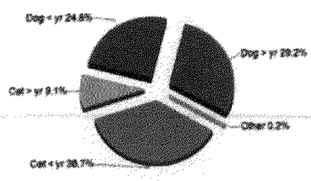
Start Date: September 01, 2022
End Date: September 30, 2022

USNC100	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1428 organizations) (does not include your shelter's data)				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Revenue															
Fees															
Avg Fees ($)	0	23	10	0	10	5	20	37	30	0	51	64	40	55	38
Total Revenue ($)	0	70	10	0	10	5	120	185	60	0	24,904	115,889	28,558	78,410	12,640
Adoption Revenue															
Fees															
Avg Fees ($)	10	10	15	0	55	122	98	84	62	14	232	124	106	67	34
Total Revenue ($)	10	40	15	0	55	14,898	17,530	22,056	5,477	115	1,534,125	1,112,733	1,443,058	448,520	44,180

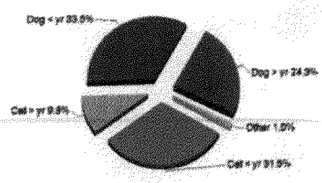
Total Adoption Revenue



Total Adoption Revenue



Total Adoption Revenue



Earliest entry: 9/1/2022
Latest entry: 9/30/2022

Daily Use Date: 11/2/2013
Run Date: 10/14/2022 2:28:00 PM



Intake Detail Report

Print Date **Friday, October 14, 2022**

Intake StartDate	**9/1/2022 12:00 AM**	Jurisdiction	**All**
Intake EndDate	**9/30/2022 11:59 PM**	Injury Cause	**All**
Intake Type	**All**	PreAltered	**All**
Intake SubType	**All**	Site Name	**All**
Species	**All**	Age Group	**All**
DOA	**All**	Animal Tag Type	**All**
Intake Status	**Completed**		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA
Clinic							**Total Intakes: 35**		**Total Unique Animals: 35**	
Owner/Guardian Surrender							**Total Intakes: 13**		**Total Unique Animals: 13**	
Seized / Custody							**Total Intakes: 20**		**Total Unique Animals: 20**	
Service In							**Total Intakes: 3**		**Total Unique Animals: 3**	
Stray							**Total Intakes: 105**		**Total Unique Animals: 105**	
Transfer In							**Total Intakes: 3**		**Total Unique Animals: 3**	

Total Count: 179

Outcome Summary Report

Print Date **Friday, October 14, 2022**

Outcome StartDate	**9/1/2022 12:00 AM**	Outcome Type	**All**
Outcome EndDate	**9/30/2022 11:59 PM**	Outcome SubType	**All**
Species	**All**	Jurisdiction	**All**
Age Group	**All**	TransferOut Reason	**All**
Site	**All**	Outcome Status	**Completed**

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed		Danger	Danger Reason			Jurisdiction	TransferOut Reason	Outcome Date/Time	
Adoption							**Total Outcomes: 15**		**Total Unique Animals: 15**	
Clinic Out							**Total Outcomes: 29**		**Total Unique Animals: 29**	
Died							**Total Outcomes: 13**		**Total Unique Animals: 13**	
Euthanasia							**Total Outcomes: 61**		**Total Unique Animals: 61**	
Return to Owner/Guardian							**Total Outcomes: 17**		**Total Unique Animals: 17**	
Service Out							**Total Outcomes: 3**		**Total Unique Animals: 3**	
Transfer Out							**Total Outcomes: 72**		**Total Unique Animals: 72**	
Total Count:										**210**

PetPoint
DATA MANAGEMENT SYSTEM

Shelter Statistics - Outcome

Start Date: October 01, 2022
End Date: October 31, 2022

USNC100	Your Shelter					North Carolina (68 organizations) *does not include your shelter's data*					United States (1431 organizations) *does not include your shelter's data*				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Person															
A) Have Email Address	1	7	1	1	0	348	523	802	368	16	15,848	21,963	34,516	16,943	2,372
B) Have Phone Number	4	28	4	4	0	528	1,065	1,024	494	37	18,606	32,564	39,765	22,186	3,114
C) Have ZipCode	4	25	2	9	0	525	1,060	981	480	37	18,391	32,181	39,325	21,545	3,108
Totals by Outcome															
Adoption	1	7	3	8	0	444	618	973	405	31	15,406	19,198	35,025	15,446	2,653
Clinic	1	8	1	1	0	11	66	5	18	0	1,822	3,034	3,821	4,361	78
Died	0	0	0	2	0	9	7	90	30	0	277	269	1,603	698	254
DOA	0	0	0	0	0	0	19	0	21	4	84	1,117	115	1,235	671
Euthanasia	5	15	8	43	0	68	474	323	735	99	1,129	6,850	2,844	5,471	1,303
Missing	0	0	0	0	0	0	3	4	1	0	13	46	44	37	5
Return To Owner	2	13	0	2	0	78	401	36	45	6	1,339	10,589	693	1,876	303
Service	0	0	0	1	0	7	19	23	35	0	227	376	868	2,262	26
Transfer	50	24	29	26	0	287	301	293	107	11	3,975	4,856	4,332	3,368	558
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	629
Total	**59**	**67**	**41**	**83**	**0**	**904**	**1,908**	**1,747**	**1,397**	**151**	**24,272**	**46,335**	**49,345**	**34,754**	**6,480**

Earliest entry: 10/1/2022
Latest entry: 10/31/2022

Daily Use Date: 11/2/2013
Run Date: 11/1/2022 9:34:06 AM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

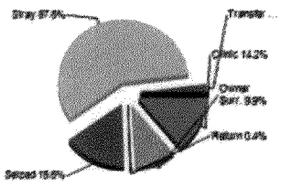
PetPoint
DATA MANAGEMENT SYSTEM

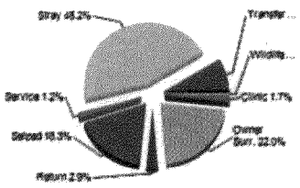
Shelter Statistics - Intake

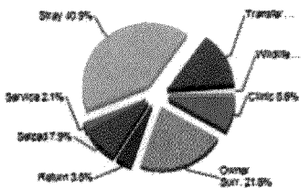
Start Date: October 01, 2022
End Date: October 31, 2022

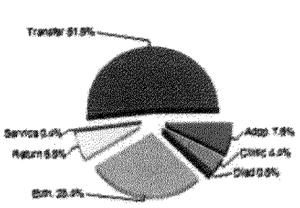
USNC105
Duplin County Animal Services

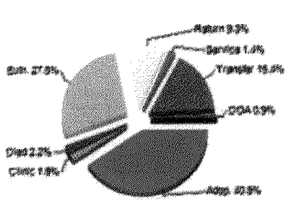
	Your Shelter					North Carolina (68 organizations)					United States (1431 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intakes That were:															
Previously Altered	0	3	0	2	0	98	394	190	326	1	4,500	13,966	7,023	11,321	228
Totals by Intake															
Clinic	8	28	1	3	0	11	69	5	18	0	1,894	3,315	3,827	4,313	99
Owner Surrender	7	18	2	1	0	236	357	337	392	24	4,774	8,556	10,385	7,934	1,927
Return	0	1	0	0	0	28	83	19	47	0	1,062	2,478	934	1,281	117
Seized	6	22	2	14	0	122	434	183	357	25	1,734	5,918	1,464	2,520	659
Service	0	0	0	0	0	9	24	13	25	0	265	902	659	1,413	81
Stray	41	25	26	71	0	428	865	793	681	5	7,869	19,170	20,060	15,643	1,191
Transfer	0	0	0	6	0	116	120	204	81	0	6,740	5,426	6,594	2,787	321
Wildlife	0	0	0	0	0	0	0	0	0	15	0	0	0	0	1,968
Total	**62**	**94**	**31**	**95**	**0**	**950**	**1,952**	**1,554**	**1,601**	**69**	**24,338**	**45,765**	**43,923**	**35,891**	**6,363**

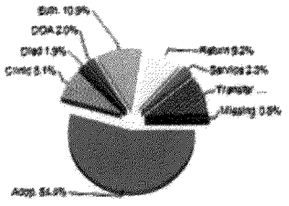












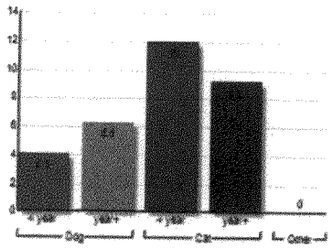
PetPoint
DATA MANAGEMENT SYSTEM

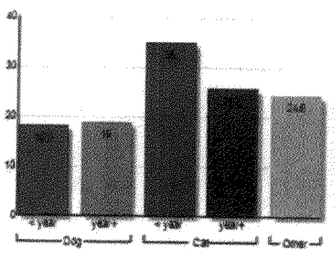
Shelter Statistics - Avg Length of Stay by Intake Type

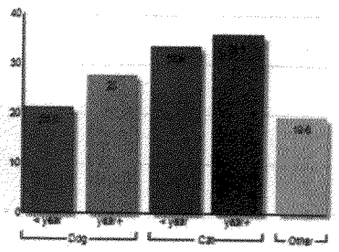
Start Date: October 01, 2022
End Date: October 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations)					United States (1431 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	0	0	0	0	0	0	0	3.2	0	0	2.9	2.4	2.3	3.2	0.7
Owner Surrender	4.5	6.1	16	13	0	19.9	21.7	36.9	31.5	31.1	22.6	32.6	31.1	44.3	33.4
Return	0	0	0	0	0	13.1	29.7	16.2	26	0	11.9	44.7	12.1	50.3	33.9
Seized	3.6	8.9	7	7.5	0	14.7	20.5	28.6	23.1	6.7	24	28.7	34.5	28	22.2
Service	0	0	0	0	0	13.9	8.1	31.5	0.1	0	9.8	6.5	12.5	3.7	13.2
Stray	4.2	6.7	12.3	9.8	0	16.8	16.4	37.4	26.5	24.1	24.8	25.8	42.1	42.4	23.7
Transfer	0	0	0	0	0	25.2	27.5	28.2	22.6	49.8	22.6	38.4	30	46.8	31.1
Wildlife	0	0	0	0	0	0	0	0	0	9.6	0	0	0	0	1.7
Total	4.1	6.3	12	9.2	0	18.2	19	35	25.8	24.6	21.3	28	33.6	36.1	19.6







Earliest entry: 10/1/2022
Latest entry: 10/31/2022

Daily Use Date: 11/2/2013
Run Date: 11/1/2022 9:34:06 AM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

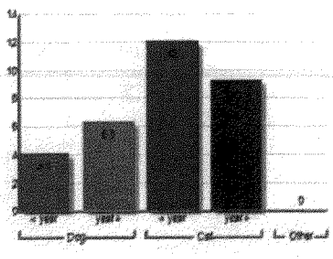
PetPoint
DATA MANAGEMENT SYSTEM

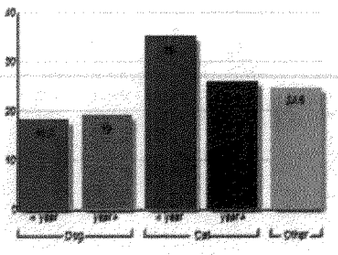
Shelter Statistics - Avg Length of Stay by Outcome Type

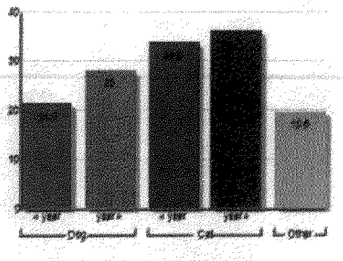
Start Date: October 01, 2022
End Date: October 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations)					United States (1431 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	7.8	11.3	9.4	5.1	0	24.5	31.3	45.6	56.9	28.7	26.3	46.8	41.2	58.8	37.8
Clinic	0	0	0	0	0	0	0	0	0	0	1.4	2.4	2.5	3.6	0.9
Died	0	0	0	2	0	8	9.3	21.7	94.7	0	14.3	237.4	23.5	113.6	17.6
Euthanasia	10.7	6.5	12.8	6.1	0	21.7	15.7	15.2	8.1	26.4	18.8	19.7	12.4	12	4.1
Missing	0	0	0	0	0	0	1.6	147	2	0	85.7	97.7	97.1	133.6	38.1
Return To Owner	0.5	1.4	0	1.1	0	2.9	5.3	4.8	3.1	2.2	6.6	4.7	13.3	48.4	4.5
Service	0	0	0	35.8	0	0	0.1	0.2	2	0	3.9	9.2	6.5	5.1	16.7
Transfer	3.6	9.6	12.4	16.3	0	13.2	23.9	31.6	37.3	17.4	18.4	28.2	25.4	22.8	21.3
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4.4
Total	4.1	6.3	12	9.2	0	18.2	19	35	25.8	24.6	21.3	28	33.6	36.1	19.6







Earliest entry: 10/1/2022
Latest entry: 10/31/2022

Daily Use Date: 11/2/2013
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EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

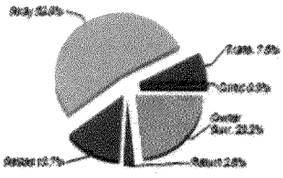
PetPoint
DATA MANAGEMENT SYSTEM

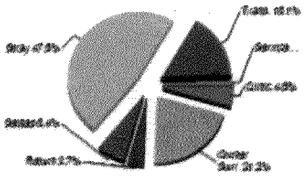
Shelter Statistics – Animal Care Days by Intake Type

Start Date: October 01, 2022
End Date: October 31, 2022

USNC100	Your Shelter					North Carolina (68 organizations) *does not include your shelter's data*					United States (1431 organizations) *does not include your shelter's data*				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	136	427	0	39	0	31	3	133	31	0	67429	182390	65810	77679	848
Owner Surrender	59	98	32	13	0	14025	19454	28518	18102	3460	273497	451347	593340	456725	88646
Return	0	0	0	0	0	978	4898	562	2710	93	34659	163301	28402	96058	3986
Seized	32	189	14	94	93	6546	17246	12199	11907	1333	74807	225196	105991	114476	42722
Service	0	0	0	0	0	16	179	381	143	0	2680	10358	9528	7994	1796
Stray	194	157	255	591	0	17817	74102	60330	36610	872	491718	956241	1697986	967638	66827
Transfer	0	0	0	25	0	6602	8903	8432	2630	294	331745	450435	391036	211797	28764
Wildlife	0	0	0	0	0	0	0	0	0	85	0	0	0	0	21034
Total															
	420	**872**	**301**	**762**	**93**	**46015**	**124786**	**110556**	**72133**	**6137**	**1276334**	**2439269**	**2891773**	**1932369**	**254623**







Earliest entry: 10/1/2022
Latest entry: 10/31/2022

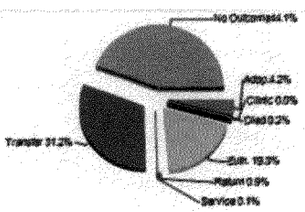
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Run Date: 11/1/2022 9:34:06 AM

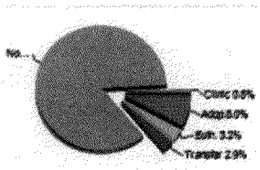
PetPoint
DATA MANAGEMENT SYSTEM

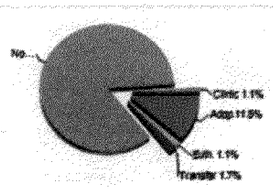
Shelter Statistics – Animal Care Days by Outcome Type

Start Date: October 01, 2022
End Date: October 31, 2022

USNC100	Your Shelter					North Carolina (68 organizations) *does not include your shelter's data*					United States (1431 organizations) *does not include your shelter's data*				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	8	44	18	34	0	5137	6033	13421	3935	269	178993	200509	439202	163740	27982
Clinic	0	0	0	0	0	0	1	0	0	0	1352	2625	5024	7215	70
Died	0	0	0	4	0	68	27	875	236	0	2301	1965	14998	5076	877
Euthanasia	39	96	94	242	0	769	2834	2487	3510	1788	11631	42472	16997	22550	2890
Missing	0	0	0	0	0	0	5	122	2	0	244	333	756	309	45
Return To Owner	1	18	0	2	0	266	1099	153	114	13	4014	22675	3796	7536	818
Service	0	0	0	4	0	2	0	3	34	0	429	1644	3888	7002	195
Transfer	178	161	189	236	0	2591	2555	3573	1585	112	38861	41888	40386	24120	3944
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	943
No Outcome	195	552	0	241	93	37181	112231	89922	62716	3955	1038709	2125158	2366727	1694821	216859
Total															
	420	**872**	**301**	**762**	**93**	**46015**	**124786**	**110556**	**72133**	**6137**	**1276334**	**2439269**	**2891773**	**1932369**	**254623**







Earliest entry: 10/1/2022
Latest entry: 10/31/2022

Daily Use Date: 11/2/2013
Run Date: 11/1/2022 9:34:06 AM

PetPoint

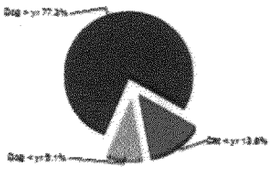
Shelter Statistics - Fees and Revenue

Start Date: October 01, 2022
End Date: October 31, 2022

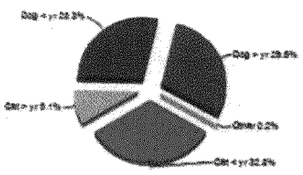
USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations)					United States (1431 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Revenue															
Fees															
Avg Fees ($)	10	20	0	10	0	100	10	16	0	40	51	65	41	54	33
Total Revenue ($)	10	80	0	10	0	100	30	65	0	80	26,835	121,147	27,782	78,837	10,987
Adoption Revenue															
Fees															
Avg Fees ($)	10	14	15	0	0	107	86	60	50	14	223	122	107	66	37
Total Revenue ($)	10	85	15	0	0	15,396	16,080	17,881	4,970	110	1,467,738	1,150,464	1,513,242	469,779	45,973

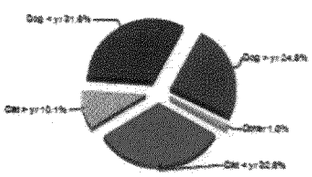
Total Adoption Revenue



Total Adoption Revenue



Total Adoption Revenue



Earliest entry: 10/1/2022
Latest entry: 10/31/2022

Daily Use Date: 11/2/2013
Run Date: 11/1/2022 9:34:06 AM



Intake Detail Report

Print Date **Tuesday, November 1, 2022**

Intake StartDate	**10/1/2022 12:00 AM**	Jurisdiction	**All**
Intake EndDate	**10/31/2022 11:59 PM**	Injury Cause	**All**
Intake Type	**All**	PreAltered	**All**
Intake SubType	**All**	Site Name	**All**
Species	**All**	Age Group	**All**
DOA	**All**	Animal Tag Type	**All**
Intake Status	**Completed**		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA
Clinic							**Total Intakes: 40**		**Total Unique Animals: 40**	
Owner/Guardian Surrender							**Total Intakes: 28**		**Total Unique Animals: 28**	
Return							**Total Intakes: 1**		**Total Unique Animals: 1**	
Seized / Custody							**Total Intakes: 44**		**Total Unique Animals: 44**	
Stray							**Total Intakes: 163**		**Total Unique Animals: 163**	
Transfer In							**Total Intakes: 6**		**Total Unique Animals: 6**	

Total Count: 282

Outcome Summary Report

Print Date **Tuesday, November 1, 2022**

Outcome StartDate	**10/1/2022 12:00 AM**	Outcome Type	**All**
Outcome EndDate	**10/31/2022 11:59 PM**	Outcome SubType	**All**
Species	**All**	Jurisdiction	**All**
Age Group	**All**	TransferOut Reason	**All**
Site	**All**	Outcome Status	**Completed**

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed		Danger	Danger Reason			Jurisdiction	TransferOut Reason	Outcome Date/Time	
Adoption							**Total Outcomes: 19**		**Total Unique Animals: 19**	
Clinic Out							**Total Outcomes: 11**		**Total Unique Animals: 11**	
Died							**Total Outcomes: 2**		**Total Unique Animals: 2**	
Euthanasia							**Total Outcomes: 71**		**Total Unique Animals: 71**	
Return to Owner/Guardian							**Total Outcomes: 17**		**Total Unique Animals: 17**	
Service Out							**Total Outcomes: 1**		**Total Unique Animals: 1**	
Transfer Out							**Total Outcomes: 129**		**Total Unique Animals: 129**	
Total Count:										**250**

DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY MAY 2022 TO OCTOBER 2022	May-22	June-22	July-22	August-22	September-22	October-22
NUMBER OF INSPECTIONS	791	901	717	870	766	836
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY
BUILDING PERMITS ISSUED						
NEW RESIDENCE	9	5	6	7	7	13
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	12	4	8	3	7	7
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	1	2	1	2	1	3
COMMERICAL ADDITION/RENOVATION/UPFIT	7	8	9	10	9	12
MANUFACTURED/MODULAR HOMES	30	33	31	33	29	20
SIGNS/ABC/DAYCARE/POOL/OTHER	10	7	6	14	13	8
STORM DAMAGE RENOVATION	0	0	0	0	0	0
RELOCATED BUILDING	0	0	1	0	0	0
STORAGE BLDG./DECK/PORCH	7	13	1	4	1	5
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	144	137	112	153	133	111
POULTRY/SWINE HOUSES	14	8	0	11	6	0
POOL BONDING	1	0	1	2	0	2
MECHANICAL PERMITS ISSSUED						
MECHANICAL	86	88	66	54	67	61
PLUMBING PERMITS ISSUED						
PLUMBING	66	64	51	61	72	57
GAS PIPING	9	13	12	9	16	11
INSULATION PERMITS ISSUED						
INSULATION	1	0	2	3	1	0
FEES COLLECTED	37,021.50	40,042.02	34,819.44	37,487.18	36,492.22	39,657.58

DUPLIN COUNTY COMMUNICATIONS/911 ADDRESSING	2022	2022	2022	2022	2022	2022
	October	September	August	July	June	May
TOTAL # OF ADDRESSING RECORDS	48,802	48,774	48,769	48,742	48,723	48,688
TOTAL # OF ROADS, LANES & STREETS	2087	2086	2085	2082	2080	2080
TOTAL # TELEPHONE CO RECORD CHANGES	378	146	172	NA	NA	NA
KEYING ACTIVITY REPORT	124	109	110	26	57	79
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	75	48	57	NA	NA	NA
NEW ADDRESS ASSIGNED	41	29	41	25	28	69
RESIDENTIAL	30	21	29	18	24	66
BUSINESS	0	2	0	0	1	1
FARMS	1	1	1	2	1	
OTHER	10	5	11	5	2	2
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	12	8	0	13	4	1
ADDRESS CHANGED	8	2	6	1	0	31
ROAD SIGNS INSTALLED OR REPAIRED	98	110	112	165	101	139
ROAD SIGNS MADE IN HOUSE	19	40	40	52	29	37
POST TAKEN FROM INVENTORY	2	9	5	14	3	6
AT NUMBERS (INTERSECTIONS)	41	45	47	61	47	63
MAPS MADE IN HOUSE	1	9	1	1	0	5
CENTERLINE WORK	7	12	41	44	6	3
ADDRESS POINTS	76	60	52	130	64	31
NUMBER OF 911 CALLS	8361	8212	8418	7860	8266	8465
Submitted by Melissa B Kennedy, November 2, 2022						

DUPLIN COUNTY

Cowan Museum of History and Science
August - September 2022 (FY23) Monthly Report

Month	Attendance w/ Outreach	$ Cash/ Donations	Volunteer Hrs.
July	138	-	-
Aug	97	$211.00	
Sep	63	$14.00	
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
June			
TOTAL	298	$225.00	

- Buildings and Grounds:
  - Grotke researched engineers in the area to offer advice about stabilizing the tobacco barn. A recommendation was received by Maggie Gregg, Eastern Office Regional Director of Preservation NC, who stated Mark Roy of RPA Engineering in Greenville had experience with old log buildings and tobacco barns.
  - Mark Roy was hired to do an assessment report of the tobacco barn and met with Grotke, Davis Brinson, and contractor Eric Ward on 9/1.
  - Contractor Eric Ward finished Phase I of the tobacco barn renovation, which involved building support beams, wood repair, installing a new tin roof, and adding gravel to the shed area for easier visitor access.
  - Grotke requested estimates for a new roof for the blacksmith shop, which has a significant leak.
  - The schoolhouse, log cabin, general store, and smokehouse were cleaned.
- Tours, Exhibits & Events:
  - The Daycare at Pinhook visited on 8/3, which included Fifteen (15) PreK – 6th grade kids and Five (5) adults.
  - Twelve (12) 4th grade teachers from Duplin County Schools visited on 8/24 to find out what the museum can offer for field trips and STEM activities at their school.
  - Skinner harvested herbs from the kitchen garden to give to visitors after their tours.
  - On 8/29, Grotke met with Librarian Colleen Kehoe-Robinson at JSCC re: a joint exhibit, "Picturing Women inventors," scheduled to open at JSCC in March 2023.
  - Twenty-Five (25) homeschoolers from Wayne County visited on 8/31.
- NC Science Museums Grant Program:
  - Grotke and Skinner started working on the FY22 final report.

- On 9/30, notification was received that the book Grotke wrote, *A Museum's Garden: Secrets, Wonders, and Delights*, arrived at the printers. Grotke picked up the 250 hardcover copies on 10/3 and found the books were printed incorrectly. The printer will do a second printing for free.
- All grant funds were expended by 9/30.
- Grotke and Skinner began the planning stages for the use of FY23 grant funds ($75,000).

❖ American Recovery Program Act (ARPA) Grant:

- Grotke attended a Zoom meeting for grant recipients on 8/31.
- Received the ARPA award letter on 9/26 for the amount of $123,908.56.

❖ Collections and Donations:

- Grotke put on loan a Graphophone (ca. 1909) to the Wilson Center for the US debut of the Kyiv City Ballet on 9/16. Grotke delivered the artifact and collected associated items from the performance for the museum's collections.
- Legal and object files were created for new accessions.
- Skinner researched some of the geospecimens and updated exhibit labels.
- Grotke cleaned the collections storage room. Artifacts were checked for pest activity.
- Artifacts on display were cleaned by Grotke with a brush and vacuum.
- Grotke worked on artifact records in the relational database (PastPerfect).
- Twelve books were donated to the museum's Little Free Library.
- Skinner received permission to copy a book written and donated by Shirley Outlaw to offer the public for a small donation. Copies were made and booklets were assembled.
- Grotke updated gallery and collections storage maps, and storage box locations.

❖ Oral Histories:

Anne Skinner created a form for collecting memories/stories and interviewed people at the Backstreet Music Festival on Saturday, 8/13. Follow-up calls were made and she led a Zoom meeting re: Directional Sports with Wesley Carter and Darrin Murphy on 9/7.

❖ Professional Outreach and Community Resource Assistance:

- Museum staff discussed service projects for Girl Scouts and 4-H with Tonia Burger.
- Skinner emailed Nicole Murray, STEM Coordinator of Duplin County Schools, regarding free posters for teachers on the water cycle, pollinators, and soil. The posters were given to the museum by the County's Soil and Water Conservation department.
- Skinner emailed "Educational Programs for Small Groups" to Nicole Murray to share with Duplin County Schools teachers and offered to help with Agriculture Awareness Day.
- Skinner forwarded 2 emails from Sarah Yelton, Environmental Education and Citizen Science Program Manager at UNC, to Nicole Murray regarding opportunities for teachers and students.
- Grotke wrote a letter of recommendation for former Museum Assistant Jennifer Ramirez.

❖ General/Other:

- Grotke and Skinner organized both computer and paper files.
- Updates were made to the website and items of interest were posted onto the museum's social media sites (Facebook, Twitter, and Instagram).
- Grotke signed off on P- card purchases and did the August and September P-Card reports.
- Grotke submitted to the Finance Office budget amendment requests and RTPs.
- Galleries were swept and other janitorial duties were done.

FY 23 INSURANCE CLAIMS REPORT

MONTHLY PAYMENT TO NCHIP RESERVE

DRAFT MONTH	AMOUNT	COVERED EMPLOYEES
JULY	$07,129.14	526
AUGUST	506,102.63	509
SEPTEMBER	520,863.43	524
OCTOBER	543,759.36	554
NOVEMBER	527,866.39	534
DECEMBER		
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
YTD EXEPNDTIURES	2,605,720.95	529 AVERAGE LIVES COVERED

WEEKLY CLAIMS PAID FROM NCHIP RESERVE

6/30/2022	$	1,786,905.57	RESERVE BALANCE
7/1/2022		$163,006.22	
7/8/2022		$173,365.07	
7/15/2022		$105,922.79	
7/22/2022		$158,008.68	
7/29/2022		$53,073.97	
8/5/2022		$152,853.08	
8/12/2022		$84,402.16	
8/19/2022		$91,012.33	
8/26/2022		$53,314.44	
9/2/2022		$109,011.54	
9/9/2022		$74,066.82	
9/16/2022		$148,401.71	
9/23/2022		($61,937.69)	
9/30/2022		$142,257.00	
10/7/2022		$114,097.59	
10/14/2022		$91,451.56	
10/21/2022		$83,768.83	
10/28/2022		$114,970.39	
11/4/2022			
11/11/2022			
11/18/2022			
11/25/2022			
12/2/2022			

FY 23 INSURANCE CLAIMS REPORT

12/9/2022	
12/16/2022	
12/23/2022	
12/30/2022	
1/6/2023	
1/13/2023	
1/20/2023	
1/27/2023	
2/3/2023	
2/10/2023	
2/17/2023	
2/24/2023	
3/3/2023	
3/10/2023	
3/17/2023	
3/24/2023	
3/31/2023	
4/7/2023	
4/14/2023	
4/21/2023	
4/28/2023	
5/5/2023	
5/12/2023	
5/19/2023	
5/26/2023	
6/2/2023	
6/9/2023	
6/16/2023	
6/23/2023	

TOTAL CLAIMS PAID YTD	**$1,851,046.49**
PROJECTED CLAIMS PAID FROM RESERVE	**5,347,467.64**
PROJECTED NCHIP RESERVE	**2,693,168.21**

CASH BALANCES
FY 2023

FIRST BANK	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
CENTRAL DEPOSITORY	3,270,886.89	6,348,943.38	2,343,525.77									
MONEY MARKET ACCOUNT	9,364,954.68	9,306,116.33	9,311,177.02									
DBS TRUST	26,253.78	21,316.26	23,073.85									
TOURISM	32,875.31	11,491.65	37,659.39									
TOTAL CASH	12,637,780.57	15,688,068.62	11,388,053.66	-	-	-	-	-	-	-	-	-
RC CAPITAL MANAGEMENT TRUST												
GENERAL FUND	59,771,897.29	73,221,569.02	71,448,841.60									
AIRPORT	471,765.66	654,746.82	769,854.97									
PROPERTY REVALUATION	293,228.30	393,789.88	367,946.66									
COUNTY BUDGETED TRUST FUND	276,368.25	276,869.75	277,421.62									
SOLID WASTE	2,576,964.98	2,961,426.02	2,823,121.95									
TOURISM	798,804.91	819,960.72	686,884.34									
WATER FUND	12,550,874.17	11,972,387.69	12,196,991.25									
COMMUNITY DEVELOPMENT	1,499,598.23	1,502,229.24	1,595,223.56									
INSURANCE FUND	221,445.04	221,946.86	222,299.06									
CAPITAL RESERVE												
SCHOOLS	4,759,954.81	5,000,799.01	4,447,778.11									
EMERGENCY TELEPHONE	430,651.44	466,466.84	463,274.17									
TRANSPORTATION	2,262,215.44	2,697,829.02	2,573,966.88									
CAPITAL RESERVE	997,611.73	1,497,645.43	1,483,605.00									
DUPLIN COMMONS CAPITAL RESERVE	642,398.42	643,594.12	644,849.90									
BNY MELLON INTEREST	31.57	31.68	931,044.88									
BNY MELLON PRINCIPAL	65.42	65.54	65.67									
TOTAL CASH	86,581,974.96	102,566,906.39	100,823,797.77	-	-	-	-	-	-	-	-	-
TRUIST												
BOND ACCOUNT	5.00	5.00	5.00									
TOTAL CASH	5.00	5.00	5.00	-	-	-	-	-	-	-	-	-
GRAND TOTAL	97,219,760.53	118,254,981.01	112,211,856.43	-	-	-	-	-	-	-	-	-

SEPTEMBER 2022 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	10 GENERAL FUND	-66,747,907.00	-72,125,403.83	-24,155,841.62	-47,969,562.21	33%
EXPENSE	10 GENERAL FUND	66,747,907.00	72,125,403.83	14,487,088.90	54,071,860.39	20%
REVENUE	19 EMERGENCY TELEPHONE	-281,541.00	-281,541.00	-35,151.60	-246,389.40	12%
EXPENSE	19 EMERGENCY TELEPHONE	281,541.00	281,541.00	28,076.56	190,537.44	10%
	(911-FUND)					
REVENUE	21 CAPITAL RESERVE	0.00	0.00	-6,832.32	6,832.32	#DIV/0!
EXPENSE	21 CAPITAL RESERVE	0.00	0.00	0.00	0.00	#DIV/0!
	(COUNTY CAPITAL RESERVE FUNDING)					
REVENUE	22 SCHOOL CAPITAL	-3,154,273.00	-3,405,174.90	-26,439.35	-3,378,735.55	1%
EXPENSE	22 SCHOOL CAPITAL	3,154,273.00	3,405,174.90	959,064.70	2,446,110.20	28%
	(SALES TAX REVENUE FOR PUBLIC SCHOOL CAPITAL)					
REVENUE	23 OPIOID SETTLEMENT	0.00	0.00	-1.27	1.27	
EXPENSE	23 OPIOID SETTLEMENT	0.00	0.00	0.00	0.00	
	(NATIONAL OPIOID SETTLEMENT FOR LOCAL GOVERNMENTS)					
REVENUE	24 AUTOMATION PRESERVATION	-19,500.00	-19,500.00	-5,453.69	-14,046.31	28%
EXPENSE	24 AUTOMATION PRESERVATION	19,500.00	19,500.00	165.47	19,334.53	1%
	(ROD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)					
REVENUE	25 PROPERTY REVALUATION	-476,629.00	-476,629.00	-1,907.62	-474,721.38	0%
EXPENSE	25 PROPERTY REVALUATION	476,629.00	476,629.00	107,785.43	294,861.05	23%
	(REAPPRAISAL RESERVE G.S. § 153A-150)					
REVENUE	26 ECONOMIC DEVELOPMENT	0.00	0.00	-20,528.18	20,528.18	#DIV/0!
EXPENSE	26 ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	#DIV/0!
	(COMMUNITY DEVELOPMENT LOANS)					
REVENUE	27 SCHOOL PLANNING ALLOCATION	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	27 SCHOOL PLANNING ALLOCATION	0.00	0.00	375,660.72	-375,660.72	#DIV/0!
	(LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)					
REVENUE	28 FIRE TAX	-3,275,446.00	-3,275,446.00	-1,181,571.25	-2,093,874.75	36%
EXPENSE	28 FIRE TAX	3,275,446.00	3,275,446.00	1,372,548.11	1,902,897.89	42%
REVENUE	29 TOURISM	-274,029.00	-274,029.00	-50,196.83	-223,832.17	18%
EXPENSE	29 TOURISM	274,029.00	274,029.00	33,430.77	240,401.35	12%
REVENUE	30 DEBT SERVICE	-4,575,465.00	-4,575,465.00	-933,714.83	-3,641,750.17	20%
EXPENSE	30 DEBT SERVICE	4,575,465.00	4,575,465.00	1,508,741.88	3,066,723.12	33%
	(DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)					
REVENUE	31 GRANT PROJECTS	-136,500.00	-136,500.00	-28,250.00	-108,250.00	21%
EXPENSE	31 GRANT PROJECTS	136,500.00	136,500.00	628,931.13	-735,991.63	461%
	(GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)					
REVENUE	32 AMERICAN RESCUE PLAN FUNDS	-9,275,301.93	-9,275,301.93	-9,382.92	-9,265,919.01	0%
EXPENSE	32 AMERICAN RESCUE PLAN FUNDS	9,275,301.93	9,275,301.93	0.00	9,275,301.93	0%
REVENUE	33 COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	33 COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	0.00
REVENUE	37 Soil & Water Grant Projects	0.00	-1,656,157.00	0.00	-1,656,157.00	0%
EXPENSE	37 Soil & Water Grant Projects	0.00	1,656,157.00	0.00	1,656,157.00	0%
REVENUE	42 INDUSTRIAL EXPANSION	0.00	0.00	-17.59	17.59	#DIV/0!
EXPENSE	42 INDUSTRIAL EXPANSION	0.00	0.00	561.00	-561.00	0%
	(ECONOMIC DEVELOPMENT GRANT PROJECT FUND)					
REVENUE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	-3.74	3.74	#DIV/0!
EXPENSE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	600.00	-600.00	0%
	(TRANSPORTATION CAPITAL PROJECTS)					
REVENUE	44 AIRPORT CAPITAL	0.00	0.00	-626,444.52	626,444.52	#DIV/0!
EXPENSE	44 AIRPORT CAPITAL	0.00	0.00	12,914.80	-12,914.80	#DIV/0!
REVENUE	45 CAPITAL PROJECTS	-500,000.00	-976,702.00	-1,490,867.63	514,165.63	153%
EXPENSE	45 CAPITAL PROJECTS	971,202.00	976,702.00	164,344.68	507,357.32	17%

0229

SEPTEMBER 2022 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
	(NON ENTERPRISE CAPITAL PROJECTS)					
REVENUE	46 WATER CAPITAL	0.00	-2,014,237.00	0.00	-2,014,237.00	0%
EXPENSE	46 WATER CAPITAL	0.00	2,014,237.00	0.00	2,014,237.00	0%

0230

FY 2023
SALES TAX REPORT FOR THE PURCHASE MONTH OF JULY RECEIVED IN OCTOBER

ARTICLE 39

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	460,818.32	457,573.41	427,182.25	371,916.14
AUGUST	NOVEMBER		427,349.77	392,404.62	360,620.63
SEPTEMBER	DECEMBER		414,041.24	405,011.20	349,733.50
OCTOBER	JANUARY		400,175.55	384,453.05	312,806.25
NOVEMBER	FEBRUARY		351,915.06	351,358.13	324,260.21
DECEMBER	MARCH		476,025.91	443,143.03	385,470.62
JANUARY	APRIL		400,423.99	404,614.63	308,735.82
FEBRUARY	MAY		396,214.81	358,703.95	334,656.45
MARCH	JUNE		486,430.41	456,776.99	395,814.23
APRIL	JULY		463,971.68	459,458.81	358,972.48
MAY	AUGUST		436,910.71	440,756.95	423,459.22
JUNE	SEPTEMBER		489,732.40	457,573.41	434,452.58
	ARTICLE TOTAL	**460,818.32**	**5,220,764.94**	**4,981,437.02**	**4,360,898.13**

ARTICLE 40

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	277,217.58	314,630.28	270,611.54	246,798.95
AUGUST	NOVEMBER		236,164.76	249,665.05	245,993.68
SEPTEMBER	DECEMBER		236,119.58	264,679.48	236,541.36
OCTOBER	JANUARY		235,572.14	258,943.88	244,160.94
NOVEMBER	FEBRUARY		252,646.72	282,949.70	243,112.19
DECEMBER	MARCH		283,307.22	307,713.65	257,850.17
JANUARY	APRIL		217,544.16	260,832.19	211,142.30
FEBRUARY	MAY		210,454.03	218,240.63	214,412.24
MARCH	JUNE		271,478.36	309,547.51	246,009.32
APRIL	JULY		268,244.37	289,056.33	212,725.85
MAY	AUGUST		265,359.04	321,629.72	243,062.32
JUNE	SEPTEMBER		285,899.57	314,630.28	287,097.44
	ARTICLE TOTAL	**277,217.58**	**3,077,420.23**	**3,348,499.95**	**2,888,906.76**

ARTICLE 42

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	23,964.58	2,171.79	21,433.94	10,160.81
AUGUST	NOVEMBER		35,798.87	21,223.96	6,219.79
SEPTEMBER	DECEMBER		29,992.58	17,808.56	9,497.24
OCTOBER	JANUARY		25,284.67	10,815.56	(18,538.74)
NOVEMBER	FEBRUARY		(12,782.68)	10,746.11	(8,969.02)
DECEMBER	MARCH		23,571.72	4,059.20	11,121.96
JANUARY	APRIL		42,561.14	21,219.86	8,700.50
FEBRUARY	MAY		42,039.91	28,537.48	19,674.08
MARCH	JUNE		39,082.30	93,318.08	37,655.00
APRIL	JULY		40,750.36	18,783.51	39,087.83
MAY	AUGUST		20,552.71	(13,493.46)	47,847.01
JUNE	SEPTEMBER		29,628.10	2,171.79	13,404.63
	ARTICLE TOTAL	**23,964.58**	**318,651.47**	**236,424.59**	**175,861.09**

ARTICLE 44

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	13.09	-	253.14	-
AUGUST	NOVEMBER		1.74	44.21	21.51
SEPTEMBER	DECEMBER		-	10.14	37.08
OCTOBER	JANUARY		-	15.51	(9.96)
NOVEMBER	FEBRUARY		15.33	(22.36)	15.43
DECEMBER	MARCH		-	(188.91)	(62.60)
JANUARY	APRIL		-	-	29.53
FEBRUARY	MAY		-	18.58	64.55
MARCH	JUNE		-	4.28	-
APRIL	JULY		(103.19)	-	28.45
MAY	AUGUST		(0.02)	-	12.46
JUNE	SEPTEMBER		-	-	36.19
	ARTICLE TOTAL	**13.09**	**(86.14)**	**134.59**	**172.64**

ARTICLE 44-524

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	182,507.34	159,517.49	139,634.41	134,608.83
AUGUST	NOVEMBER		157,647.11	139,815.46	134,645.17
SEPTEMBER	DECEMBER		157,647.11	139,815.46	134,645.17
OCTOBER	JANUARY		157,647.11	139,815.46	134,645.17
NOVEMBER	FEBRUARY		157,748.35	139,812.65	134,654.64
DECEMBER	MARCH		157,748.35	139,812.65	134,654.64
JANUARY	APRIL		157,748.35	139,812.65	134,654.64
FEBRUARY	MAY		157,748.35	139,812.65	134,654.64
MARCH	JUNE		157,748.35	139,812.65	134,654.64
APRIL	JULY		157,748.35	139,812.65	134,654.64
MAY	AUGUST		157,748.35	159,517.49	134,654.64
JUNE	SEPTEMBER		182,507.34	159,517.49	139,634.41
	ARTICLE TOTAL	**182,507.34**	**1,919,204.61**	**1,716,991.67**	**1,620,761.23**

CITY HOLD HARMLESS

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	(108,260.82)	(119,296.78)	(100,004.97)	(92,920.89)
AUGUST	NOVEMBER		(91,005.34)	(90,917.30)	(92,573.77)
SEPTEMBER	DECEMBER		(91,274.94)	(96,637.64)	(88,150.97)
OCTOBER	JANUARY		(91,133.01)	(95,698.71)	(95,781.46)
NOVEMBER	FEBRUARY		(103,344.26)	(102,869.56)	(93,251.13)
DECEMBER	MARCH		(111,531.17)	(114,866.63)	(96,113.89)
JANUARY	APRIL		(80,256.64)	(94,582.66)	(78,373.42)
FEBRUARY	MAY		(78,884.60)	(77,852.07)	(77,978.22)
MARCH	JUNE		(104,233.92)	(116,904.76)	(84,643.01)
APRIL	JULY		(102,414.29)	(107,968.37)	(73,119.66)
MAY	AUGUST		(103,751.80)	(124,472.05)	(83,813.86)
JUNE	SEPTEMBER		(111,820.54)	(119,296.78)	(107,145.19)
	ARTICLE TOTAL	**(108,260.82)**	**(1,188,947.29)**	**(1,242,071.50)**	**(1,063,885.47)**
	GRAND TOTAL	**836,260.09**	**9,347,007.82**	**9,041,416.32**	**7,982,734.38**

	FY 23 BUDGET	FY 23 ACTUAL	FY 23 ESTIMATES	FY 22 RECEIPTS	FY 21 RECEIPTS
ARTICLE 39	3,621,581.00	352,557.50	4,230,690.00	4,031,817.65	3,739,365.52
ARTICLE 40	3,248,652.00	277,217.58	3,326,611.00	3,077,420.23	3,348,499.95
ARTICLE 42	182,418.00	23,964.58	287,574.93	318,651.47	236,424.59
ARTICLE 44	-	13.09	157.08	(86.14)	134.59
ARTICLE 44-524	1,677,460.00	182,507.34	2,190,088.08	1,919,204.61	1,716,991.67
	8,730,111.00	836,260.09	10,035,121.09	9,347,007.82	9,041,416.32

2022 NAME OF DEPARTMENT	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
			Name and Number of calls Dispatched through Communications										
Albertson Fire	7	17	14	9	4	10	1	8	7	11	0	0	88
Beulaville Fire	18	25	17	18	21	26	17	24	21	16	0	0	203
Calypso Fire	14	19	21	23	29	19	11	12	14	12	0	0	174
Chinquapin Fire	9	12	10	5	7	8	6	8	13	10	0	0	88
Faison Fire	39	39	39	58	41	40	39	33	37	30	0	0	395
Fountain Town Fire	5	13	18	13	11	16	11	24	14	9	0	0	134
Greeneyers Fire	8	15	9	8	7	8	6	3	8	10	0	0	82
Harrells Fire	0	1	1	0	2	3	1	1	1	2	0	0	12
Kenansville Fire	23	24	17	13	22	17	12	18	22	17	0	0	185
Lyman Fire	4	7	4	3	2	9	6	3	6	3	0	0	47
Magnolia Fire	24	26	33	35	24	39	22	25	38	42	0	0	308
MtOlive Fire	1	7	6	5	2	3	1	2	4	5	0	0	36
NC Forestry	9	34	48	19	11	18	6	2	2	11	0	0	160
Northeast Fire	10	12	12	2	11	8	6	9	16	8	0	0	94
Oak Wolfe Fire	12	22	25	19	26	21	15	14	22	17	0	0	193
Pin Hook Fire	2	8	15	4	6	6	10	6	10	4	0	0	71
Pink Hill Fire	5	11	15	12	7	12	9	4	5	7	0	0	87
Pleasant Grove Fire	8	15	15	10	16	12	5	6	10	14	0	0	111
Potters Hill Fire	7	11	9	6	4	5	7	7	1	2	0	0	59
Pricetown Fire	5	7	5	3	1	2	0	4	4	2	0	0	33
Rosehill Fire	20	22	22	15	19	24	21	20	21	21	0	0	205
Sarecta Fire	12	17	14	5	11	7	4	9	5	6	0	0	90
Teachey Fire	23	28	32	23	27	28	28	19	34	39	0	0	281
Wallace Fire	33	26	33	24	22	29	30	28	29	29	0	0	283
Warsaw Fire	26	44	36	31	25	42	25	23	39	38	0	0	329
Fire incident numbers	229	279	322	274	286	324	252	265	306	295	0	0	2832
Radio Assignment	137	182	191	151	166	192	142	146	188	172	0	0	1667
EM Admin OCA	15	27	24	15	23	20	21	17	25	17	0	0	204
Event Channles													
OPS 1	21	38	49	41	42	27	24	26	31	35	0	0	334
OPS 2	103	113	126	100	96	134	101	111	125	122	0	0	1131
OPS 3	14	34	12	4	27	26	16	10	29	17	0	0	189
TAC 1	0	6	7	7	1	2	0	2	6	1	0	0	32
TAC 2	0	0	0	0	0	0	0	1	0	0	0	0	1
TAC 3	0	0	0	0	0	0	0	0	0	0	0	0	0
TAC4	1	0	0	2	0	0	1	0	0	0	0	0	4
Air Ambulance	4	4	5	7	10	15	17	15	10	9	0	0	96
Chinquapin Vol EMS	4	4	0	5	9	16	6	12	9	16	0	0	81
DC EMS	1050	950	954	930	1046	1109	1062	1075	1024	1083	0	0	10283
Pleasant Grove Vol EMS	6	10	1	3	4	4	4	5	4	4	0	0	45
EMS Truck OCA	864	763	812	763	815	855	874	870	853	880	0	0	8349

EMS Admin OCA	82	98	68	98	145	164	111	115	104	126	0	0	1111
			Name and Number of calls Dispatched through Communications										
Onslow Co EMS	3	0	0	0	1	1	0	0	0	0	0	0	5
Pender Co EMS	4	5	3	2	3	2	3	3	1	2	0	0	28
Sampson Co EMS	1	2	0	0	0	3	0	2	1	0	0	0	9
Wayne Co EMS	0	0	0	0	0	0	0	0	0	0	0	0	0
NAME OF DEPARTMENT													Totals
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
DC Sheriffs Office	1494	1562	1873	2110	1863	1868	1886	1803	1773	1889	0	0	18121
Beulaville PD	261	218	300	344	297	248	237	242	200	244	0	0	2591
KenansvillePD	114	90	91	92	116	128	118	153	140	133	0	0	1175
Magnolia PD	18	59	44	63	94	69	37	37	46	39	0	0	506
Rose Hill PD	85	102	74	117	176	172	82	151	99	89	0	0	1147
Wallace PD	97	91	126	108	133	126	241	372	475	448	0	0	2217
Warsaw PD	429	474	558	631	672	683	637	717	593	547	0	0	5941
ECU Health Police	40	34	47	42	45	45	55	37	45	54	0	0	444
Animal Control	73	77	80	55	83	110	88	67	88	104	0	0	825
		*From 7/16/22 to 8/7/22 Wallace PD will only have a dispatcher 7 days a week from 7a-7p											
		** Starting 7/8/22 Wallace PD will only have a dispatcher 5 days a week from 8a-5p											
DC Search & Rescue	0	0	0	0	0	0	0	0	0	0	0	0	0
Solid Waste	0	0	3	4	1	3	1	3	2	1	0	0	18
Calling Water Dept	4	8	10	13	3	10	5	4	4	3	0	0	64
DSS	17	22	29	30	26	29	35	39	29	31	0	0	287
NC DMV	0	0	0	0	0	0	0	0	0	0	0	0	0
Calling Magistrate	126	145	158	176	147	179	172	133	158	148	0	0	1542
NC DOT	16	9	18	10	17	28	35	30	29	11	0	0	203
NC SHP	227	206	269	279	307	306	311	274	318	282	0	0	2779
NC Wildlife	4	3	4	5	3	6	5	4	4	9	0	0	47
NC SBI	1	0	2	4	3	1	0	3	0	0	0	0	14
Probation & Parole	12	15	30	28	46	22	22	26	25	25	0	0	251
COUNTY PAID EMS													
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
MD1	0	0	0	1	0	1	0	1	1	0	0	0	4
EMS 1 / EMS 100	10	18	8	11	14	15	6	11	4	12	0	0	109
EMS 101	0	0	0	0	0	0	0	0	0	4	0	0	

Name and Number of calls Dispatched through Communications

EMS 2 / EMS 102	9	8	7	6	5	6	6	5	1	3	0	0	56
EMS 3 / EMS 103	71	79	58	84	133	153	103	106	100	114	0	0	1001
EMS 10 / EMS 110	0	0	0	1	2	0	0	1	1	0	0	0	5
EMS 20 / EMS 120	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS 30 / EMS 130	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS 40 / EMS 140	0	0	0	0	0	0	0	1	1	0	0	0	2
MED1 Warsaw	194	131	134	118	161	171	155	186	148	154	0	0	1552
MED2 Wallace	161	135	147	159	175	157	175	165	157	182	0	0	1613
MED3 Chinquapin	96	98	91	99	113	110	116	99	105	118	0	0	1045
MED4 Calypso	78	59	70	78	89	80	69	76	58	59	0	0	716
MED5 Beulaville	122	133	147	136	147	155	150	149	142	130	0	0	1411
MED6 Pleasant Grove	67	68	64	67	87	73	75	63	59	66	0	0	689
MED7 Rose Hill	145	132	137	106	82	131	130	129	133	139	0	0	1264
MED8 Kenansville	97	85	91	61	38	57	77	82	113	100	0	0	801
MED9 (Spare)	0	4	0	2	0	0	0	1	1	2	0	0	10
MED 10 (Spare)	0	0	0	1	0	0	0	0	0	0	0	0	1
MED 11 (Spare)	0	0	0	0	0	0	0	0	0	0	0	0	0
	1050	950	954	930	1046	1109	1062	1075	1024	1083	0	0	10279
ES/FIRE MARSHAL													
FM 1	3	16	13	5	8	8	4	9	7	7	0	0	80
FM 2	6	0	1	10	10	8	13	8	6	7	0	0	69
FM 3	10	15	18	2	7	10	8	7	15	5	0	0	97
FM 4	0	0	0	0	3	1	1	0	3	1	0	0	9
ES OCA	15	27	24	15	23	21	19	17	25	17	0	0	203
CAD TOTALS	4932	4883	5602	5848	5728	5888	5717	5982	5745	5888	0	0	56213
911 Trunk calls	2797	2658	2969	2876	3002	3151	3019	3063	2571	2128			28234
Admin Line Calls	4678	4781	4751	4712	4947	5499	5304	5370	5028	4044			49114
Total Phone calls	7475	7439	7720	7588	7949	8650	8323	8433	7599	6172	0	0	77348

Duplin Soil & Water Monthly Report

Monies Received 2022-23

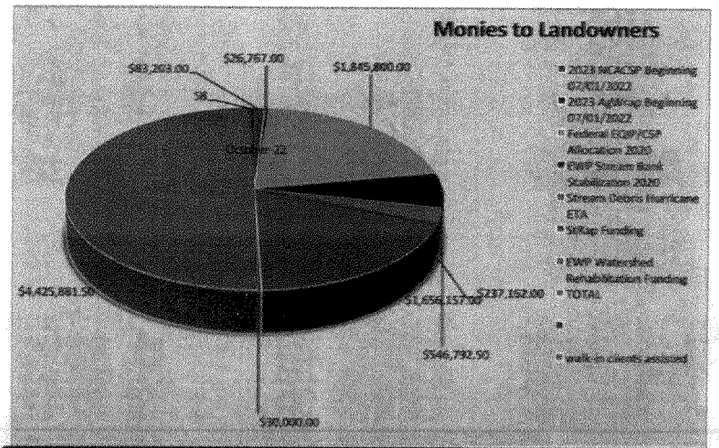
2023 NCACSP Beginning 07/01/2022	$	83,203.00
2023 AgWrap Beginning 07/01/2022	$	26,767.00
Federal EQIP/CSP Allocation 2020	$	1,845,800.00
EWP Stream Bank Stabilizaton 2020	$	546,792.50
Stream Debris Hurricane ETA	$	237,162.00
StRap Funding	$	1,656,157.00
EWP Watershed Rehabilitation Funding	$	30,000.00
TOTAL	$	**4,425,881.50**

	October-22
BMAP Monies collected	
BMAP Monies billed	$ 1,200.00
Beaver Dams Destroyed	19
New NCACSP/NCAgwrap Apps/Disaster	3
tile/subsurface drain (feet)	0
acreage operations assisted (WUP)	489
telephone assistance	96
walk-in clients assisted	58
Acres of Maps for clients	1245
Creek miles inspected	6

Angie B. Quinn

signature

Monday, October 31, 2022



MILEAGE REPORT		
2005 Chevy	1GCEK14V85Z321377	97,440
2007 Chevy	1GCEK19C97Z625098	134,052
2016 Ford F150	1FTEW1E86GFC68020	47,748