



BOARD OF COUNTY COMMISSIONER'S MEETING

Tuesday, January 3rd, 2023

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Tuesday, January 3rd, 2023 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Excused: Commissioner Dexter B. Edwards

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Trisha-Ann Hoskins, Administrative Officer /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 Vice-Chairman Garner.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Branch. 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 Branch, seconded by Commissioner Edwards, carried unanimously to approve the meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the December 19th, 2022 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Branch, seconded by Commissioner Edwards, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases; Public Transportation Department's FY21 5339 Discretionary Grant Agreement – Bus and Bus Facility Grant between NC Dept. of Transportation and Duplin County for Project No. 21-FC-012 in the amount of \$3,020,171; Public Transportation Department's Disbursement Certified Statement Regarding FY23 Rural Operating Assistance Program (ROAP) in the amount of \$35,179.00; Reappointment of Mr.

Woodrow W. Brinson to the Eastern Carolina Council Area Agency on Aging, Aging Regional Advisory Committee for a term of three (3) years (January 1, 2023—December 31, 2026); Reappointment of Mr. Darrell Grubbs to the Eastern Carolina Council Area Agency on Aging Regional Aging Advisory Committee for a term of three (3) Years (November 2022- November 2025); and Approval of Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) 21-C-4011 Grant Agreement in the amount of \$617,222.00 and Funding Approval Documents

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to receive Road Concerns from the members of the Board of County Commissioners and members of the public on behalf of the NC Department of Transportation.

Commissioner Branch presented a Road Concern on Calico Bay Road. Residents are still having issues with drivers speeding. County Manager Brinson, stated that he had reported the matter to the NCDOT and they advised that they considered it a traffic enforcement issue. They advised that the NC State Highway Patrol (NCSHP) should be called and informed of the concerns. If the citizens were still concerned after the NCSHP stepped up their enforcement efforts then Mr. Brinson advised NCDOT could possibly do a study to see if the posted speed limit needs to be lowered on the road in question. Mr. Brinson also advised that there may be the possibility of NCDOT installing rumble strips, but they were adamant that they do not install speed bumps on state roads.

Mr. Davis Brinson, County Manager/ Clerk to the Board, appeared before the Board to introduce the new Economic Development Director, Mr. Scotty Summerlin.

Mr. George Futrelle, Airport Director/ Assistant County Manager, appeared before the Board to present the Parrish & Partners Agreement. The Duplin County Airport Commission is required by NC Division of Aviation to periodically issue request for qualifications statements (RFQ's) from interested planning and engineering consultants for airport project planning, design, bidding and construction administration. An RFQ was announced November 9th with a deadline of December 1, 2022. The Airport Commission reviewed, scored, ranked and interviewed the prospective firms. Parrish and Partners was chosen to provide services for the airport for a term of three years with two, one-year renewals if approved by all parties, for a maximum total term of five years. The County Attorney has reviewed and approved the Master Agreement and the Airport Commission recommends your approval.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to accept the Agreement for Professional Services between Duplin County and Parrish And Partners of North Carolina, PLLC for an initial three-year term with two, one-year renewals if agreed by all parties.

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

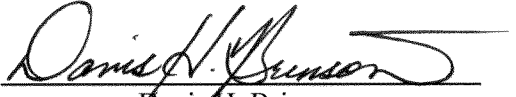
CLOSED SESSION

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

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

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

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to recess until Tuesday, January 10th, 2023 at 7:30 a.m. for a joint meeting with the Duplin County Board of Education at the O.P. Johnson Board of Education building located at 315 N. Main Street in Kenansville, N.C.



Davis H. Brinson
County Manager/ Clerk to the Board

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JANUARY 3, 2023

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE UST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19865	BALLAS, JOHN WILLIAM & WF THERESA	04		F-02	2022	0242600	\$ 321.75	\$ 9.00	\$ 728.81	\$ 29.25			\$ 360.00	LATE APPLICATION FOR ELDERLY EXEMPTION
19866	BECKMANN, LISA M.	09	T-79		2022	010004381	\$ 840.48	\$ 23.51	\$ 728.81	\$ 29.25			\$ 1,592.80	LATE APPLICATION FOR PROPERTY TAX RELIEF
19867	BRINSON, KATHERINE S.	01	T-73		2022	1042630	\$ 178.75	\$ 5.00	\$ 142.50				\$ 326.25	LATE APPLICATION FOR PROPERTY TAX RELIEF
19868	BRITT FAMILY FARMS, LLC	02		F-15	2022	1064527	\$ 25.03	\$ 0.70		\$ 1.75			\$ 27.48	BOER APPROVED LATE LAND USE APPLICATION
19869	CARR, DWIGHT A.	09	T-71		2022	1563573	\$ 321.75	\$ 9.00	\$ 135.00				\$ 465.75	LATE APPLICATION FOR PROPERTY TAX RELIEF
19870	CORBETT INDUSTRIES, INC	09			2022	1967051	\$ 102.25	\$ 2.86					\$ 105.11	COMBINED WITH PARCEL 0-6193
19871	CORBETT INDUSTRIES, INC	09			2021	1967051	\$ 102.25	\$ 2.86					\$ 105.11	COMBINED WITH PARCEL 0-6193
19872	CORBETT INDUSTRIES, INC	09			2020	1967051	\$ 102.25	\$ 2.86					\$ 105.11	COMBINED WITH PARCEL 0-6193
19873	CORBETT INDUSTRIES, INC	09			2019	1967051	\$ 102.25	\$ 2.86					\$ 105.11	COMBINED WITH PARCEL 0-6193
19874	CORBETT INDUSTRIES, INC	09			2018	1967051	\$ 99.39	\$ 2.86					\$ 102.25	COMBINED WITH PARCEL 0-6193
19875	DPAC TRANSPORT LLC	09	T-79		2021	10003406	\$ 71.54	\$ 2.00	\$ 62.03		\$ 13.56		\$ 149.13	2 MYT-TRAILERS SOLD IN 2021
19876	DEAN, PATRICIA G.	11	T-77		2022	010004131	\$ 348.21	\$ 9.74	\$ 365.25				\$ 723.20	LATE APPLICATION FOR PROPERTY TAX RELIEF
19877	DIXON, JEAN C.	10		F-11	2022	2323341	\$ 178.75	\$ 5.00		\$ 17.50			\$ 201.25	LATE APPLICATION FOR ELDERLY EXEMPTION
19878	EDWARDS, JAMES EARL	12	T-76		2022	2504230	\$ 321.75	\$ 9.00	\$ 301.50				\$ 632.25	LATE APPLICATION FOR PROPERTY TAX RELIEF
19879	FENNELL, CHALRES FOSTER	10			2022	2801337	\$ 321.75	\$ 9.00					\$ 330.75	LATE APPLICATION FOR PROPERTY TAX RELIEF
19880	FOULTS, VERA LYNN & HUS BENJAMIN	08		F-05	2022	2903880	\$ 321.75	\$ 9.00		\$ 22.50			\$ 353.25	LATE APPLICATION FOR PROPERTY TAX RELIEF
19881	FUSSELL, REIDE E. & WF TERRY	11	T-77		2022	2999664	\$ 321.75	\$ 9.00	\$ 337.50				\$ 668.25	LATE APPLICATION FOR VETERAN'S EXEMPTION
19882	GRANT, DEBORAH LYNN	01			2022	3309531						\$ 31.05	\$ 31.05	PRIVATE HAULER FORM TURNED IN LATE
19883	GURGANIUS, MILDRED P.	09	T-79		2022	3387488	\$ 178.75	\$ 5.00	\$ 155.00				\$ 338.75	LATE APPLICATION FOR PROPERTY TAX RELIEF
19884	HALL, LAURENCE E. & WF	07		F-10	2022	34773300	\$ 242.39	\$ 6.78		\$ 23.73			\$ 272.90	LATE APPLICATION FOR ELDERLY EXEMPTION
19885	HERRING, ALFRED ANDREW & WIFE	13			2022	3792874	\$ 198.06	\$ 5.54					\$ 203.60	BOER APPROVED LATE LAND USE APPLICATION
19886	HERRING, ALFRED ANDREW & WIFE	13		F-21	2022	3792874	\$ 245.96	\$ 6.88		\$ 24.08			\$ 276.92	BOER APPROVED LATE LAND USE APPLICATION
19887	HERRING, ALFRED ANDREW & WIFE	13			2022	3792874	\$ 163.02	\$ 4.56					\$ 167.58	BOER APPROVED LATE LAND USE APPLICATION
19888	HOCKS, LARRY D. & WF GLENDA	12			2022	4082578	\$ 321.75	\$ 9.00					\$ 330.75	LATE APPLICATION FOR PROPERTY TAX RELIEF
19889	JONES, ROBERT A.	07		F-04	2022	4676250	\$ 275.99	\$ 7.72		\$ 17.68			\$ 301.39	LATE APPLICATION FOR PROPERTY TAX RELIEF
19890	LEE, TOMMY RAY	07		F-04	2022	5321050	\$ 178.75	\$ 5.00		\$ 11.45			\$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19891	MADERA, MIRIAM	05		F-06	2022	5439320	\$ 281.00	\$ 7.86		\$ 29.48			\$ 318.34	LATE APPLICATION FOR PROPERTY TAX RELIEF
19892	MADDOX, HENRIETTA	07		F-04	2022	5439895	\$ 178.75	\$ 5.00		\$ 11.45			\$ 195.20	LATE APPLICATION FOR ELDERLY EXEMPTION
19893	MECKS, JAMES & WF LEA	02		F-12	2022	010002514	\$ 321.75	\$ 9.00		\$ 29.25			\$ 360.00	LATE APPLICATION FOR PROPERTY TAX RELIEF
19894	MELTON, DAVIE M.	06		F-16	2022	5768573	\$ 212.00	\$ 5.93		\$ 20.76			\$ 238.69	LATE APPLICATION FOR ELDERLY EXEMPTION
19895	MILLER, EVA S.	13		F-22	2022	5905080	\$ 298.51	\$ 8.35		\$ 29.23			\$ 336.09	LATE APPLICATION FOR ELDERLY EXEMPTION
19896	MOORE, ERNESTINE B.	09	T-71		2022	6111882	\$ 304.59	\$ 8.52	\$ 127.80				\$ 440.91	LATE APPLICATION FOR PROPERTY TAX RELIEF
19897	MURPHY PIGLETS LLC	05		F-06	2022	6234968	\$ 361.79	\$ 10.12		\$ 37.95			\$ 409.86	BOER APPROVED LATE LAND USE APPLICATION
19898	MURPHY PIGLETS LLC	05		F-06	2022	6234968	\$ 188.05	\$ 5.26		\$ 19.73			\$ 213.04	BOER APPROVED LATE LAND USE APPLICATION
19899	MURPHY PIGLETS LLC	05		F-06	2022	6234967	\$ 216.65	\$ 6.06		\$ 22.73			\$ 245.44	BOER APPROVED LATE LAND USE APPLICATION
19900	MURRAY, JOSEPH	09		F-11	2022	6298362	\$ 125.13	\$ 3.50		\$ 12.25			\$ 140.88	LATE APPLICATION FOR PROPERTY TAX RELIEF
19901	NORMANDEAU, PAUL A. & WF MARIA	09		F-09	2022	010001610	\$ 321.75	\$ 9.00		\$ 40.50			\$ 371.25	LATE APPLICATION FOR PROPERTY TAX RELIEF
19902	PARKER, DONALD BRANDON	09		F-11	2022	6601410	\$ 74.43	\$ 2.08		\$ 7.29	\$ 8.38	\$ 110.00	\$ 202.18	MOBILE HOME DOUBLE LISTED
19903	PRESS, JUDITH E.	08		F-05	2022	010002689	\$ 411.84	\$ 11.52		\$ 28.80			\$ 452.16	LATE APPLICATION FOR PROPERTY TAX RELIEF
19904	PRICE, AMY M.	09			2022	10004258						\$ 110.00	\$ 110.00	SWMH FLOODED-VACANT FOR 1 YEAR
19905	ROYALL, DELORES	01		F-07	2022	010001897	\$ 255.97	\$ 7.16		\$ 25.06			\$ 288.19	LATE APPLICATION FOR ELDERLY EXEMPTION
19906	SCHWEINBERG, DALE & WF KATHLEEN	09		F-09	2022	7677275	\$ 321.75	\$ 9.00		\$ 40.50			\$ 371.25	LATE APPLICATION FOR PROPERTY TAX RELIEF
19907	SCOTT, ANTHONY L. & WF BETTY	04		F-02	2022	7679312	\$ 293.51	\$ 8.21		\$ 26.68			\$ 328.40	LATE APPLICATION FOR PROPERTY TAX RELIEF
19908	SUNYAK, RICHARD M.	08		F-10	2022	8386036	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	LATE APPLICATION FOR PROPERTY TAX RELIEF
19909	THIGPEN, RUBY JEAN BLIZZARD	07		F-03	2022	0657050	\$ 178.75	\$ 5.00		\$ 13.75			\$ 197.50	LATE APPLICATION FOR ELDERLY EXEMPTION
19910	THOMAS, JAMES L.	09			2022	8703002	\$ 321.75	\$ 9.00					\$ 330.75	LATE APPLICATION FOR PROPERTY TAX RELIEF
19911	THOMAS, RICKY LYNN	07		F-04	2022	1003459				\$ 1.39			\$ 1.39	INCORRECTLY BILLED FOR FIRE DISTRICT
19912	THOMPSON, BETTY JENKINS	08			2022	8721168	\$ 178.75	\$ 5.00					\$ 183.75	LATE APPLICATION FOR ELDERLY EXEMPTION
19913	WALLACE, SALLIE	09			2022	9056701	\$ 194.48	\$ 5.44					\$ 199.92	LATE APPLICATION FOR PROPERTY TAX RELIEF
19914	WATKINS, GREGORY	10			2022	9137866	\$ 160.88	\$ 4.50					\$ 165.38	LATE APPLICATION FOR PROPERTY TAX RELIEF
19915	WHALEY, SALLIE Q.	13			2022	9375200	\$ 121.55	\$ 3.40					\$ 124.95	LATE APPLICATION FOR PROPERTY TAX RELIEF
19916	WHITE, CHRISTOPHER	09		F-09	2022	010000288	\$ 321.75	\$ 9.00		\$ 40.50			\$ 371.25	LATE APPLICATION FOR PROPERTY TAX RELIEF

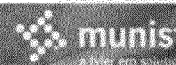
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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JANUARY 3, 2023

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
19917	WORRHY, BETTY J.	07		F-10	2022	9872550	\$ 159.45	\$ 4.46		\$ 15.61			\$ 179.52	LATE APPLICATION FOR PROPERTY TAX RELIEF
	GRAND TOTAL						\$ 12,012.90	\$ 304.30	\$ 2,355.39	\$ 632.35	\$ 21.94	\$ 251.05	\$ 15,609.73	
SUBMITTED BY: <i>[Signature]</i>														DATE APPROVED: 1-3-2023
FINAL APPROVAL BY: <i>[Signature]</i>														

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Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	06	281	BUA	12/14/2022	12/14/2022	010323	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OR
ACCOUNT DESCRIPTION												
1	4314	43541					T					650.00
								REPAIRS	SIGNS			
2	4314	43520					T			650.00		
								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	06		306 BUA	12/15/2022	12/15/2022	010323	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OR
ACCOUNT DESCRIPTION												
1	4320	43001					T					2,500.00
2	4310	43540					T			2,000.00		
3	4310	44500					T			500.00		
JOURNAL TOTAL										0.00	0.00	

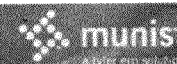
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LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OR
ACCOUNT DESCRIPTION												
1	4320	43520					T					9,400.00
2	4320	43510					T			9,400.00		
								REPAIRS & MAINTENANCE EQUIPME				
								REPAIRS BUILDING AND GROUNDS				
JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	06	329	BUA	12/16/2022	12/16/2022	010323	chelsey.lanier	1	N	HIST	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OR
ACCOUNT DESCRIPTION												

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Duplin County, NC



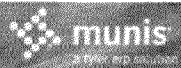
JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	06	329	BUA	12/16/2022	12/16/2022	010323	chelsey.lanier	1	N	HIST	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OR
ACCOUNT DESCRIPTION												
1	5110	40121					T					3,300.00
												SALARIES
2	5114	40181					T					900.00
												SOCIAL SECURITY
3	5133	40182					T					700.00
												RETIREMENT
4	5167	40183					T					4,075.00
												HOSPITAL INSURANCE
5	5165	40183					T					1,000.00
												HOSPITAL INSURANCE
6	5110	41990					T			3,300.00		
												PROFESSIONAL SERVICES
7	5114	41990					T			900.00		
												PROFESSIONAL SERVICES
8	5133	41990					T			700.00		
												PROFESSIONAL SERVICES
9	5167	41990					T			4,075.00		
												PROFESSIONAL SERVICES
10	5165	41990					T			1,000.00		
												PROFESSIONAL SERVICES
11	4314	45100					T					6,639.50
												CAPITAL OUTLAY
12	4314	43520					T			6,639.50		
												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	06	357	BUA	12/19/2022	12/19/2022	010323	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OR
ACCOUNT DESCRIPTION												
1	6160	43031					T					7,000.00
2	6160	42100					T					250.00
3	6160	44500					T			4,002.07		
4	6160	42600					T			2,997.93		
JOURNAL TOTAL										0.00	0.00	

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Program ID: glic/jnl

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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	06	357	BUA	12/19/2022	12/19/2022	010323	chelsey.lanier	1	N	HIST	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
5	6160	44300					T				250.00	
							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	06	464	BUA	12/28/2022	12/28/2022	010323	chelsey.lanier	1	N	HIST	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4350	49911					T					4,000.00
							RESTRICTED TO BLD INSPSL 20151					
2	4350	42724					T			4,000.00		
							CREDIT CARD CHARGES					
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										0.00	0.00	

6 Journals printed

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



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	06	270	BUA	12/14/2022	12/14/2022	010322	chelsey.lanier	1	N	HIST	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5186	43210					T				250.00	
							TELEPHONE					
2	5111	42500					T				1,000.00	
							VEHICLE GASOLINE					
3	5114	42980					T				600.00	
							PROGRAM SUPPLIES					
4	5129	42100					T				100.00	
							HOUSEKEEPING					
5	5151	42980					T				400.00	
							PROGRAM SUPPLIES					
6	5181	43110					T				1,500.00	
							TRAVEL					
7	5185	43910					T				35.00	
							MARKETING					
8	5176	43110					T				2,638.10	
							TRAVEL					
9	5186	43540					T			250.00		
							SOFTWARE MAINTENANCE					
10	5111	42600					T			1,000.00		
							OFFICE SUPPLIES					
11	5114	42200					T			500.00		
							FOOD					
12	5114	42500					T			100.00		
							VEHICLE GASOLINE					
13	5129	41990					T			100.00		
							PROFESSIONAL SERVICES					
14	5151	43110					T			400.00		
							TRAVEL					
15	5181	40121					T			1,000.00		
							SALARIES					
16	5181	40181					T			500.00		
							SOCIAL SECURITY					
17	5185	40184					T			35.00		
							Life Insurance					
18	5176	42600					T			300.00		
							OFFICE SUPPLIES					
19	5176	42980					T			600.00		
							PROGRAM SUPPLIES					
20	5176	42990					T			1,630.00		
							INCENTIVES					
21	5176	43250					T			108.10		
							POSTAGE					

JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023 06	270 BUA	12/14/2022	12/14/2022	010322	chelsey.lanier	1	N	H1st	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB
22	7130	43510					T	REPAIRS BUILDING AND GROUNDS		35.50	
23	7134	43510					T	REPAIRS BUILDING AND GROUNDS		480.03	
24	7136	43510					T	REPAIRS BUILDING AND GROUNDS		164.50	
25	7130	42950					T	CHEMICALS	35.50		
26	7134	42950					T	CHEMICALS	480.03		
27	7136	42950					T	CHEMICALS	164.50		
** JOURNAL TOTAL									0.00	0.00	
** GRAND TOTAL									0.00	0.00	

1 Journals printed

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

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

December 20, 2022

Mr. Dexter Edwards, Chairperson
Duplin County Government
Post Office Box 910
Kenansville, North Carolina 28349-0910

RE: FY21 Discretionary Grant Program
Project No. 21-FC-012
WBS Element: 44637.48.2.4
Agreement No.
Period of Performance: 02/08/20-06/30/25

Dear Mr. Edwards:

On May 5, 2022, the Board of Transportation approved your organization's request for an FY20 Discretionary Grant in the amount of \$3,020,171. The agreement to be executed between Duplin County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

Ryan Brumfield
Director

RB:mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
ENHANCED MOBILITY DIVISION
1350 MAIL SERVICE CENTER
RALEIGH, NC 27699-1559

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-348-4969

Website: ndot.gov

Location:
1 SOUTH WASHINGTON STREET, 2
KALIDON, NC 27001

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
and
DUPLIN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
DISCRETIONARY GRANT PROGRAM

Federal Award Identification

Application Number: 1000009860
NCDOT Project Number: 21-FC-012
Approved Indirect Cost Rate: NA
FAIN Number(s): NC-2022-060-00
CFDA Number: 20.526
DUNS/UEI Number: 095124798 /KZN4GK5262K3
Total Amount of Award: \$3,020,171

Federal Funded Programs:

- | | |
|-------------------------------------|---|
| ☐ | 5303 Metropolitan Planning Grant |
| ☐ | 5307 Urbanized Area Formula Grant |
| ☐ | 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant |
| ☐ | 5311 Community Transportation Rural Formula Grant |
| ☐ | 5311 Appalachian Development Transit Assistance Program Grant |
| ☐ | 5311f Intercity Bus Grant |
| ☐ | 5316 Job Access Reverse Commute Grant |
| ☐ | 5317 New Freedom Grant |
| ☒ | 5339 Bus and Bus Facility Grant |

THIS AGREEMENT made this the _____ day of _____, 20____ (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and DUPLIN COUNTY as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from February 8, 2020, to June 30, 2025. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. Duplin County will use 5339b capital funds to replace a facility with the FTA_2019_5339b Discretionary Grant Award.
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is THREE MILLION TWENTY THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS (\$3,020,171) as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital	Capital	Capital	Capital	Capital
WBS	Total	Federal (80%)	State (0%)	Local (0%)
44637.48.2.4	\$3,020,171	\$2,416,136	\$0	\$604,035
Agreement #				
Project	Project	Project	Project	Project
Total	Total	Total	Total	Total
	\$3,020,171	\$2,416,136	\$0	\$604,035

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of

agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment may be requested.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding

monetary claims that the Federal or State Government may have against the Subrecipient.

1. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported

by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the

Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreaking. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that

property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

- (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

- (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.

- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:

- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or

refund the value of the Federal and State interest in that property, as the Department may require.

- k. **Responsibilities after Project Closeout.** The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department 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 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 Agreement (including, without limitation, any reporting requirements), or if there

are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(i) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-1S). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-1S by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-1S may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
 - b) Suspended from participation in any federally assisted Award;
 - c) Proposed for debarment from participation in any federally assisted Award;
 - d) Declared ineligible to participate in any federally assisted Award;
 - e) Voluntarily excluded from participation in any federally assisted Award; or
 - f) Disqualified from participation in any federally assisted Award.
- By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

- (a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,
- (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

- 1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(f), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- 1. Federal transit laws, specifically 49 USC § 5323(d);
- 2. FTA regulations, "Charter Service," 49 CFR part 604;
- 3. Any other federal Charter Service regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- 3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under.

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements. (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

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

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Mfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Dexter B Edwards
Title: Chairman
Agency: County Commissioner
Email: PO Box 930, Kenansville, NC 28349
Phone: 9102962100

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

DUPLIN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 566000296

SUBRECIPIENT'S FISCAL YEAR END: JUNE 30, 2025

BY: Angela Blackwell II
TITLE: Vice CHAIRMAN

ATTEST: Debra Phillips
TITLE: Deputy Clerk

DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST: _____

TITLE: _____

Attachment
Certification Regarding Lobbying

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

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

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

Subrecipient's Authorized Representative:

Title: VICE-CHAIRMAN
Angela Blackwell II

Date: 1-3-2023

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 21-FC-012
APPROVED BUDGET SUMMARY
EFFECTIVE DATE FEBRUARY 8, 2020

PROJECT SPONSOR: DUPLIN COUNTY
PROJECT DESCRIPTION:

I. TOTAL PROJECT EXPENDITURES
DEPARTMENT - 5330 - CAPITAL 44637 48,24
PERIOD OF PERFORMANCE FEBRUARY 8, 2020 THRU JUNE 30, 2026 \$3,020,171

II. TOTAL PROJECT FUNDING

ROLLING STOCK AGREEMENT #	CAPITAL			
	TOTAL 100%	FEDERAL 80%	STATE 0%	LOCAL 20%
44637 48,24	\$3,020,171	\$2,416,136	\$0	\$604,035
TOTAL BUDGET	\$3,020,171	\$2,416,136	\$0	\$604,036

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 21-FC-012
SPONSOR: DUPLIN COUNTY
WBS: 44637 48,24

DEPARTMENT 5330 -CAPITAL - BUS ROLLING STOCK			APPROVED BUDGET
OBJECT	TITLE		
M222	114301-CONST ADMIN BLDG		3,020,171

TOTAL CAPITAL \$3,020,171

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5339
Bus and Bus Facilities
FEDERAL

Capital

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	Eligible subrecipients: NCDOT is the designated recipient. Subrecipients may be public agencies or private nonprofit organizations engaged in public transportation in rural and small urban areas. Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to operate and maintain the NCDOT-funded program, and plan for any future program needs. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. NCDOT will maintain the title documentation in its files. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA- and State-funded facilities require a written maintenance plan and annual submission of the maintenance performed.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.

PROGRAM SUMMARY SHEET REQUIREMENTS

REFERENCES	Section 5339 Circular - C 5100.1 Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

CERTIFIED STATEMENT
SECOND ROAP DISBURSEMENT (JANUARY 2023)
FY2023
RURAL OPERATING ASSISTANCE PROGRAM
 County of Duplin

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2022 to June 30, 2023 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Duplin North Carolina certify that the following statements are true and accurate:

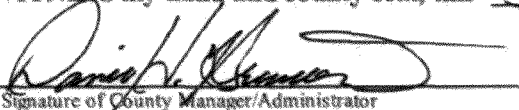
- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.

Revised 12-06-22

- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of secondary FY2023 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program Second Disbursement	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	\$14,084	\$14,084
Employment Transportation Assistance Program (EMPL)	\$3,046	\$3,046
Rural General Public Program (RGP)	\$18,049	\$18,049
TOTAL	\$35,179	\$35,179

WITNESS my hand and county seal, this 3 day of JAN, 2023.

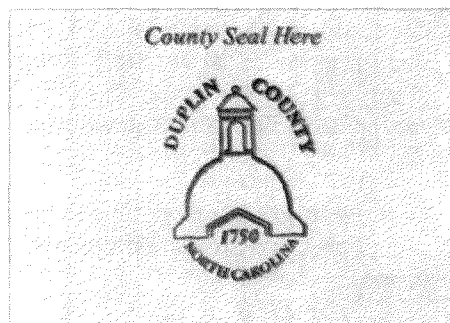

Signature of County Manager/Administrator

DAVIS BRINSON
Printed Name of County Manager/Administrator


Signature of County Finance Officer

TRACY CHESTNUTT
Printed Name of County Finance Officer

State of North Carolina County of Duplin



Revised 12-06-22

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2021 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) Dexter Edwards and seconded by (Board Member's Name or N/A, if not required) Doug Grady for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

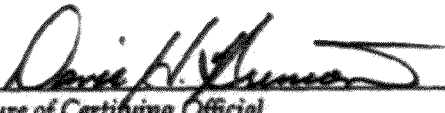
WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital budget Section 5310 program.

WHEREAS, (Legal Name of Applicant) Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Chairperson of (Name of Applicant's Governing Body) Duplin County Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* Davis Brinson (Certifying Official's Title) Duplin County Manager do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Duplin County Board of Commissioners duly held on the 16 day of September 2019.

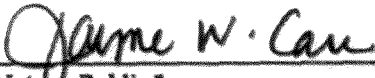


Signature of Certifying Official

*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me
(date)

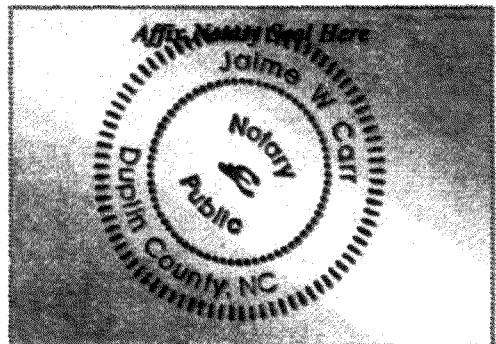
9/16/19



Notary Public *

Jaime W. Carr

1014 Stockinghead Rd Rose Hill NC 28458
Printed Name and Address



My commission expires
(date)

4/23/23

INSTRUCTIONS FOR COMPLETING SIGNATORY FORM AND CERTIFICATION

1. Indicate name and address of the recipient.
2. Two authorized signatures shall be required on all Requisition for Funds forms. The Rural Economic Development Division will check the signatures on each requisition form to see that they match the authorized signatures on the Signatory Form and Certification. Only the signatures of persons shown on the Signatory Forms and Certification will be accepted.
3. To allow for flexibility in making requisition requests, it is recommended that four authorized signatures appear on the Signatory Form and Certification. Local governments may choose one of two options in completing the Certification. If the local government choose to use the first option, the chief elected official or the chief finance officer must sign the form as the certifying official. In signing as the certifying official, the chief elected official or chief finance officer certifies that: 1) the signatures are authentic and 2) that the persons designated as signatories are authorized to sign requisitions for payment. If the chief elected official of the chief finance officer is the certifying official, that person may not also be authorized signature.
- If the community wishes to have both the chief elected official and the chief finance officer sign requisitions for payment, the community should select the second option for certification. In this case, the governing board must pass a resolution authorizing sufficient persons to act as signatories. In addition, an individual who is not designated as a signatory must certify the authenticity of the authorized signatures. Anyone who knows all of the persons authorized to sign requisitions may sign as the certifying official. Another local government staff person or member of the governing body is recommended.
4. If the recipient wished to change the persons authorized to sign the requisition for funds form a new Signatory Form and Certification must be submitted to the Rural Economic Development Division.
5. No erasures or corrections may appear on the Signatory Form and Certification.

SIGNATORY FORM AND CERTIFICATION

Grant No. 21-C-4011Recipient Name Duall CountyAddress: 224 Seminary StreetKenansville, NC 28349

Signatures of individuals authorized to sign Requisition for Funds forms. (Two signatures required on each requisition.)

*Davis H. Brinson*Davis H. Brinson County Manager

(Signature) (Typed Name) (Typed Title)

*Tracy Chestnut*Tracy Chestnut Finance Officer

(Signature) (Typed Name) (Typed Title)

(Signature)(Typed Name) (Typed Title)(Signature)(Typed Name) (Typed Title)

CERTIFICATION

1. ☒ I certify that the signatures above are of the individuals authorized to sign Requisition for Funds form for the above recipient.*Davis H. Brinson* County Manager

Certifying Official + Title

2. ☐ The governing board has passed a resolution authorizing the persons above to sign Requisition for Funds forms for the above recipient. A copy of the resolution is attached.

I certify that the signatures above are those of the individuals authorized by resolution of the governing board of the recipient to sign Requisition for Funds forms.

Certifying Official + Title



NC DEPARTMENT
of COMMERCE
RURAL ECONOMIC
DEVELOPMENT

Grant Agreement

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program

This grant agreement for the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and Duplin County, on this 19th day of December 2022.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to Duplin County, (the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means Duplin County, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of \$617,222 except as modified.
 - (e) Program means the community development program, project, or other activities, including the administration thereof, for which

assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.

- (f) The date for receiving the grant means the date of the REED Director's signature on the Grant Agreement and Funding Approval.

2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, rules, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 NCAC 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*); (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third-Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations, and requirements, including but not

limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontracts and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. **Changes to Agreement.** Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.

6. **Conflict of Interest.** Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

7. Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(b)(ii)(4).

Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

8. **Recordkeeping Requirements.** Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as such may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record keeping requirements now or hereinafter set forth by DOC, HUD or any other Federal or state entity.

9. **Access to Records.** The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.

10. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefiting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate Federal or state monitoring entity, upon DOC's

request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. Substitution of in-kind contributions for cash is not allowed.

12. **Expenditure of Non-CDBG Funds.** The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section 1100 PERFORMANCE of the program regulations (49CFR 191) as well as any other applicable reporting requirements.

13. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government.

14. **Fair Housing.** Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section 1.001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found on the DOC website at www.commerce.nc.gov.

15. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

16. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. **Section 504 and ADA.** Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.

18. **Environmental Review.** Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REED will review for completeness. Recipients cannot conduct any program activities until REED issues an environmental clearance.

19. **Language Access Plan (LAP).** Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 20006(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REED. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

20. **Federal Funding Accountability and Transparency Act (FATA):** The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

21. **Procurement Standards.** Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(a) which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 49CFR 191.0908.

- a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 49CFR 191.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (49CFR 191.1003); property management standards (49CFR 191.0909); equal opportunity (49CFR 191.1001); and labor standards (49CFR 191.1006).
- b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 C.F.R. Part 200 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(a), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and

governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to, and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22.

Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):

- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
- b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
- c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- d. Federal anti-kickback laws (18 U.S.C. § 74 and 40 U.S.C. 276), which, among other things, outline and prescribe criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23.

Architectural Barriers. Per 4 N.C.A.C. 19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
- b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C. 19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

24.

- c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
- d. North Carolina Building Code. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(d), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

25.

Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.

26.

Utility Assessments or Fees. Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low- and moderate-income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.

27.

False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

28.

Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Valerie Fegans, CDBG Director, Department of Commerce - Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(e)(3), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]. This includes actions arising out of or related to this Agreement or the Program.

29.

Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the

matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

30. Schedules

(a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (3/19/2023) from the date the Grant Agreement and Funding Approval were signed by the REED Director. The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.

(b) The Recipient must obligate all funds within 27 months (3/19/2025) from the date the Grant Agreement and Funding Approval are signed by REED Director.

(c) All funds are to be expended within 30 months (6/19/2025) from the date the Grant Agreement and Funding Approval are signed by REED Director. Any remaining funds will be de-obligated.

(d) All closest documents must be returned to REED by (3/19/23).

- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REED Director:
- Environmental - 4 months (4/19/2023)
 - Equal Employment and Procurement Plan - 4 months (4/19/2023)
 - Fair Housing Plan - 4 months (4/19/2023)
 - Section 3 Plan - 4 months (4/19/2023)
 - Section 504 Plan - 4 months (4/19/2023)
 - Language Access Plan - 4 months (4/19/2023)
 - Analysis of Impediments- 4 months (4/19/2023)
 - Request for Release of Funds - 5 months (5/19/2023)

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

(a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

(b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 12/19/2022

By: Valerie Fegans
Interim CDBG Director
Rural Economic Development Division

Date: 1-3-23

COUNTY OF DUPON
Name of Recipient

By: James D. Davis
Signature of Authorized Official
VICE
CHAIRMAN
(Title)



**Rural Economic Development Division
Community Development Block Grant Program**

Funding Approval

1. Name and Address of Recipient Duplin County Post Office Box 910 Kenansville, North Carolina 28349	2. Grant Number and Funding Approval Date Grant Number : 21-C-4011 Date of Original Funding Approval : 12/19/22 Date of Amended Funding Approval :
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3. Approved Projects

Program	Approved Amount
C1 Duplin County 2022 CDBG-NR Program	\$617,222.00
Total Grant Award	\$617,222.00

4. Funding Approval Conditions

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project (s) listed in item (3), above:

A. Administration Contracts/Inter-local Agreements Conditions:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant, or a statement signed by the CEO stating that the contract will be administered internally.

B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Environmental Conditions:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

D. Performance Based Contract Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REED one copy of the properly completed Performance Based Contract signed by the CEO.

E. Citizen Participation and Compliance Conditions:

No funds may be obligated or expended in any project activity except for the administration activity until REED is provided with the following documentation of compliance with citizen participation requirements in the application process (4NCA 19L.1002(b)): publisher's affidavits of notices for and minutes signed by the county clerk of the two required public hearings.

F. Housing Selection Condition:

No funds may be obligated or expended in any project activity except for administration until REED is provided a list of the beneficiaries selected by the Housing Selection Committee, a signed copy of the selection committee minutes and a signed copy of the bylaws.

G. Income and Need Surveys: No funds may be obligated or expended in any project activity except for administration until REED is provided a completed income and needs surveys with cost estimates for each beneficiary in the project.

H. Work-Write-up Condition:

No funds may be obligated or expended in any project activity except for administration until REED is provided a written acknowledgement signed by the CEO that work writeups on all selected units to REED prior to the rehabilitation of the units.

5. Signature of Authorized Official

Name Valerie Rogers

Valerie Rogers

Date 6/15/2022

Title _____

6. Signature of Authorized Local Official

Name VIC Cheneman

DERRA BOWERS
Elwood Garner

Date JANUARY 3, 2023

Title _____

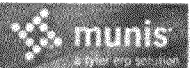


DUPLIN COUNTY
SERVICES FOR THE AGED DEPARTMENT
REGIONAL AGING ADVISORY COMMITTEE

Meeting Time: Quarterly, 1st Monday in January, April, July and October at 10:00 a.m.
Meeting Location: Eastern Carolina Council of Government in New Bern, N.C.

Member	Occupation	Current Term
Danell T. Grubbs	Retired Educator	Nov. 7, 2022 – Oct. 31, 2025
Donna Sessoms Grubbs	Retired Educator	May 1, 2021 – April 30, 2024
Woodrow W. "Woody" Brinson	Retired Economic Development Director	Jan. 1, 2023 – Dec. 31, 2026

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	07	2	01/04/2023		BUA 010323C 1 1					
1	4100	38398	GENERAL FUND	INSURANCE SETTLEMENTS	Vehicle 989		-13,246.35 01/04/2023	-2,854.30	-16,100.65	
10-41-4100-0000-000-38398										
2	4310	43530	Sheriff	REPAIRS VEHICLES	Vehicle 989		123,885.12 01/04/2023	2,854.30	126,739.42	
10-43-4310-0000-000-43530										
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	07	3	01/04/2023		BUA 010323C 1 1					
1	4100	38398	GENERAL FUND	INSURANCE SETTLEMENTS	Vehicle 893		-13,246.35 01/04/2023	-3,995.80	-17,242.15	
10-41-4100-0000-000-38398										
2	4310	43530	Sheriff	REPAIRS VEHICLES	Vehicle 893		123,885.12 01/04/2023	3,995.80	127,880.92	
10-43-4310-0000-000-43530										
3	4100	38398	GENERAL FUND	INSURANCE SETTLEMENTS	DSS Towing		-13,246.35 01/04/2023	-1,000.00	-14,246.35	
10-41-4100-0000-000-38398										
4	5300	43530	DEPARTMENT OF SOCIAL SERVICES	REPAIRS VEHICLES	DSS Towing		10,000.00 01/04/2023	1,000.00	11,000.00	
10-50-5300-0000-000-43530										
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	07	4	01/04/2023		BUA 010323C 1 1					
1	5300	35301	DEPARTMENT OF SOCIAL SERVICES	SOCIAL SERVICES ADMIN			-5,750,000.00 01/04/2023	-13,124.00	-5,763,124.00	
10-50-5300-0000-000-35301										
2	5480	43993	CRISIS INTERVENTION	CRISIS INTERVENTION PROGRAM			221,490.00 01/04/2023	13,124.00	234,614.00	
10-50-5300-5480-000-43993										
3	5300	35301	DEPARTMENT OF SOCIAL SERVICES	SOCIAL SERVICES ADMIN			-5,750,000.00 01/04/2023	-98,286.00	-5,848,286.00	
10-50-5300-0000-000-35301										
4	5480	44014	CRISIS INTERVENTION	LHMAP			.00 01/04/2023	98,286.00	98,286.00	
10-50-5300-5480-000-44014										
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2023	07	5	01/04/2023		BUA 010323C 1 1					



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT			LINE DESCRIPTION					
YEAR-PER JOURNAL			EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND	
2023	07	5	01/04/2023			BUA 010323C	1 2	
1	4984	32573	Golden Leaf well Project	Golden Leaf Grant		01/04/2023	.00 -999,150.00	-999,150.00
46-70-7100-4984-000-32573								
2	4984	41040	Golden Leaf well Project	ENGINEERING SERVICES		01/04/2023	.00 80,400.00	80,400.00
46-70-7100-4984-000-41040								
3	4984	41060	Golden Leaf well Project	CONSTRUCTION		01/04/2023	.00 856,425.00	856,425.00
46-70-7100-4984-000-41060								
4	4984	41979	Golden Leaf well Project	ADMINISTRATION		01/04/2023	.00 17,325.00	17,325.00
46-70-7100-4984-000-41979								
5	4984	49910	Golden Leaf well Project	CONTINGENCY		01/04/2023	.00 45,000.00	45,000.00
46-70-7100-4984-000-49910								
** JOURNAL TOTAL							0.00	

YEAR-PER JOURNAL			EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND	
2023	07	6	01/04/2023			BUA 010323C	1 1	
1	4100	32576	GENERAL FUND	ROD Preservation Grant		01/04/2023	.00 -2,166.00	-2,166.00
10-41-4100-0000-000-32576								
2	4180	42603	Register of Deeds	Supplies-Grant		01/04/2023	2,000.00 2,166.00	4,166.00
10-41-4100-4180-000-42603								
** JOURNAL TOTAL							0.00	

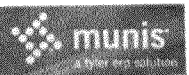
YEAR-PER JOURNAL			EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND	
2023	07	7	01/04/2023			BUA 010323C	1 1	
1	5110	40121	HEALTH	SALARIES		01/04/2023	443,579.20 -15,852.00	427,727.20
10-50-5100-5110-000-40121								
2	5110	40181	HEALTH	SOCIAL SECURITY		01/04/2023	38,251.00 -5,000.00	33,251.00
10-50-5100-5110-000-40181								
3	5110	40182	HEALTH	RETIREMENT		01/04/2023	77,796.00 -5,000.00	72,796.00
10-50-5100-5110-000-40182								
4	5110	40183	HEALTH	HOSPITAL INSURANCE		01/04/2023	97,954.00 -5,000.00	92,954.00
10-50-5100-5110-000-40183								



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT			LINE DESCRIPTION					
YEAR-PER JOURNAL			EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND	
2023	07	7	01/04/2023			BUA 010323C	1 1	
5	5110	43510	HEALTH	REPAIRS BUILDING AND GROUNDS		01/04/2023	11,094.00 30,852.00	41,946.00
10-50-5100-5110-000-43510								
** 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	7											
		BUA 4100-38398	01/04/2023	010323C				INSURANCE SETTLEMENTS	Vehicle 989	5		2,854.30
		BUA 4310-43530	01/04/2023	010323C				REPAIRS VEHICLES	Vehicle 989	5	2,854.30	
								JOURNAL 2023/07/2	TOTAL		.00	.00
2023	7											
		BUA 4100-38398	01/04/2023	010323C				INSURANCE SETTLEMENTS	Vehicle 893	5		3,995.80
		BUA 4310-43530	01/04/2023	010323C				REPAIRS VEHICLES	Vehicle 893	5	3,995.80	
		BUA 4100-38398	01/04/2023	010323C				INSURANCE SETTLEMENTS	DSS Towing	5		1,000.00
		BUA 5300-43530	01/04/2023	010323C				REPAIRS VEHICLES	DSS Towing	5	1,000.00	
								JOURNAL 2023/07/3	TOTAL		.00	.00
2023	7											
		BUA 5300-35301	01/04/2023	010323C				SOCIAL SERVICES ADMIN		5		13,124.00
		BUA 5480-43993	01/04/2023	010323C				CRISIS INTERVENTION PROGRAM		5	13,124.00	
		BUA 5300-35301	01/04/2023	010323C				SOCIAL SERVICES ADMIN		5		98,286.00
		BUA 5480-44014	01/04/2023	010323C				LIHWAP		5	98,286.00	
								JOURNAL 2023/07/4	TOTAL		.00	.00
2023	7											
		BUC 4984-32573	01/04/2023	010323C				Golden Leaf Grant		5		999,150.00
		BUC 4984-41040	01/04/2023	010323C				ENGINEERING SERVICES		5	80,400.00	
		BUC 4984-41060	01/04/2023	010323C				CONSTRUCTION		5	856,425.00	
		BUC 4984-41979	01/04/2023	010323C				ADMINISTRATION		5	17,325.00	
		BUC 4984-49910	01/04/2023	010323C				CONTINGENCY		5	45,000.00	
								JOURNAL 2023/07/5	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	7											
		BUA 4100-32576	01/04/2023	010323C				ROD Preservation Grant		5		2,166.00
		BUA 4180-42603	01/04/2023	010323C				Supplies-Grant		5	2,166.00	
								JOURNAL 2023/07/6	TOTAL		.00	.00
2023	7											
		BUA 5110-40121	01/04/2023	010323C				SALARIES		5		15,852.00
		BUA 5110-40181	01/04/2023	010323C				SOCIAL SECURITY		5		5,000.00
		BUA 5110-40182	01/04/2023	010323C				RETIREMENT		5		5,000.00
		BUA 5110-40183	01/04/2023	010323C				HOSPITAL INSURANCE		5		5,000.00
		BUA 5110-43510	01/04/2023	010323C				REPAIRS BUILDING AND GROUNDS		5	30,852.00	
								JOURNAL 2023/07/7	TOTAL		.00	.00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

Report generated: 12/19/2022 08:41
User: chelsey.lanier
Program ID: bgamendm

FIRST AMENDMENT

This First Amendment ("Amendment") is effective December 21, 2022 between I3-BIS, LLC, f/k/a Business Information Systems ("Company"), and Duplin County, North Carolina ("County").

Background

- A. Company and County are parties to that certain (i) Tax Software Purchase Agreement (the "Software Agreement"), and (ii) Software Maintenance Contract Terms and Conditions (the "Support Agreement"), each dated May 21, 2018.
- B. Under the Software Agreement, Company agreed to provide County a Tax Billing and Collection Product (the "Tax Product") and a Computer Assisted Mass Appraisal System Product (the "CAMA Product").
- C. Under the Support Agreement, Company agreed to provide County with annual maintenance and support services in respect to both the Tax Product and the CAMA Product.
- D. A dispute has arisen between the parties concerning the CAMA Product, along with annual maintenance and support of that product.
- E. As part of a negotiated resolution, the parties now desire to remove all rights and obligations from the Software Agreement and the Support Agreement solely in relation to the CAMA Product, and otherwise settle any outstanding disputes related thereto.

INTENDING TO BE LEGALLY BOUND, COMPANY AND COUNTY AGREE:

- 1. CAMA Product. The parties hereby acknowledge and agree that, from and after the effective date above, neither of them has any further rights or obligations in respect of the CAMA Product under the Software Agreement, Support Agreement or otherwise. All references to the CAMA Product and support thereof in the Software Agreement and Support Agreement are hereby deleted, void, and shall have no further force or effect.
- 2. Tax Product. For the avoidance of doubt, except as specifically set forth in Section 3, Section 4 and Section 5 below, nothing in this Amendment shall terminate, alter or modify the applicable provisions in the Software Agreement and Support Agreement related to the Tax Product and the support thereof. Without limiting the generality of the foregoing, Company shall continue to support the Tax Product in good faith and in accordance with the Support Agreement and this Amendment using the same standard of care and professionalism that Company has previously provided during the term of the Support Agreement. Company acknowledges the importance of its obligations described in the foregoing sentence. Company further acknowledges that a breach of those obligations shall be considered a material breach under the Support Agreement, thereby entitling County to pursue any available remedies thereunder.
- 3. Tax Product Support Term. Company shall provide support for the Tax Product through the remaining term of the Support Agreement, which is currently set to expire on July 1, 2023. Beginning on that date, and for five years thereafter, ending July 1, 2028 (the "Extended Term"), Company shall continue to provide support for the Tax Product in accordance with the Support Agreement and this Amendment. Thereafter, the Support Agreement shall be subject to successive automatic one-year renewals (each, a "Renewal Term"), unless either party provides

written notice of non-renewal to the other party at least 60 days prior to the expiration of the then current Renewal Term. Company shall provide support for the Tax Product in accordance with the Support Agreement and this Amendment during each Renewal Term.

4. **Termination.** Notwithstanding anything seemingly to the contrary in the Support Agreement or this Amendment, County may terminate the Support Agreement for convenience at any time during the Extended Term or Renewal Term upon 60 days written notice to Company.

5. **Settlement.** The parties acknowledge certain disagreements have existed related to Company's provision of the CAMA Product and the support thereof. Without either party admitting liability related thereto, the parties have agreed to resolve those disagreements in full, subject to the following commitments:

A. The outstanding invoice from Company to County for \$74,900 related to the CAMA Product license is hereby cancelled, void and of no further force or effect.

B. Within thirty (30) days following the effective date of this Amendment, Company shall make a lump sum payment of \$75,100 to County as consideration for the promises, releases, and waivers set forth herein.

C. Company shall provide support for the Tax Product under the Support Agreement and this Amendment (i) at a cost (payable by County) of \$5,000 per year during each year of the Extended Term, and (ii) at a cost (payable by County) of \$20,000 per year during the first Renewal Term, provided, that such \$20,000 cost during each subsequent year of the Renewal Term is subject to an annual increase in an amount not to exceed 5% of the previous year's support cost.

6. **Mutual Release.** Each party and its affiliates, subsidiaries, and parents, and their respective officers, shareholders, predecessors, successors, assigns and legal representatives, do hereby release and forever discharge the other party and its affiliates, subsidiaries, and parents, and its officers, shareholders, predecessors, successors, assigns and legal representatives of and from all claims in connection with the parties rights and obligations in respect of the CAMA Product and the support thereof, whether arising under the Software Agreement, the Support Agreement or otherwise. The parties specifically covenant not to file any suits, complaints, claims or charges, either on their own behalf, or in any representative capacity, in any state or federal court or before any federal, state, or local administrative agency, board, or governing body on and/or for any and all claims released by this Amendment.

7. **Miscellaneous.** Unless specifically set forth otherwise in this Amendment, no provision of the Software Agreement or the Support Agreement shall be modified or amended, and all such provisions shall continue in full force and effect. This Amendment may be executed in counterparts, each of which will be an original, and which together will constitute one and the same instrument.

COMPANY AND COUNTY HEREBY AGREE TO THE FOREGOING.

U-BIG LLC



By: Paul Murphy

Its: General Counsel Secretary

Deputy County



By: Dexter B. Edwards

Its: Chairman of the Board
of Commissioners

Check if this project is ARPA-funded ☐
FINANCIAL RESPONSIBILITY/OWNERSHIP FORM
SEDIMENTATION POLLUTION CONTROL ACT

No person may initiate any land-disturbing activity on one or more acres as covered by this Act, including any activity under a common plan of development of this size as covered by the NC601 permit, before the form and an acceptable erosion and sedimentation control plan have been completed and approved by the Land Quality Section, N.C. Department of Environmental Quality. Submit the completed form to the appropriate Regional Office. (Please type or print and, if the question is not applicable or the e-mail address or phone number is unavailable, place N/A in the blank.)

Part A.

1. Project Name Duplin Events Center Parking

If this project involves American Rescue Plan Act (ARPA) funds, list the Project Name below under which you applied for funding through the Division of Water Infrastructure (DWI).

2. Location of land-disturbing activity: County Duplin City or Township Kenansville

Highway/Street 186 Farquarounds Dr. Latitude/longitude 34.52927 Longitude/latitude -77.56281

3. Approximate date land-disturbing activity will commence: December 2022

4. Purpose of development (residential, commercial, industrial, institutional, etc.): Commercial

5. Total acreage disturbed or uncovered (including off-site borrow and waste areas): 2.2

6. Amount of fee enclosed: \$ 300.00 The application fee of \$100.00 per acre (rounded up to the next acre) is assessed without a ceiling amount. (Example: 8.10-acre application fee is \$900). Checks should be addressed to NCDEQ.

7. Has an erosion and sediment control plan been filed? Yes ☐ Enclosed ☒ No ☐

8. Person to contact should erosion and sediment control issues arise during land-disturbing activity:

Name George Furtelle E-mail Address george.furtelle@duplincountync.com

Phone: Office # 910-296-2180 Mobile # _____

9. Landowner(s) of Record (attach accompanied page to list additional owners):

County of Duplin 910-296-2100 N/A

Name _____ Phone: Office # _____ Mobile # _____

PO BOX 950 224 Seminary Street

Current Mailing Address _____ Current Street Address _____

Kenansville NC 28349 Kenansville NC 28349

City State Zip City State Zip

10. Deed Book No. 1264 Page No. 305 Provide a copy of the most current deed.

Part B.

1. Company(ies) who are financially responsible for the land-disturbing activity (Provide a comprehensive list of all responsible parties on accompanied page.) If the company is a sole proprietorship or if the landowner(s) is an individual(s), the name(s) of the owner(s) may be listed as the financially responsible party(ies).

County of Duplin dbmison@duplincountync.com

Company Name _____ E-mail Address _____

PO BOX 950 224 Seminary Street

Current Mailing Address _____ Current Street Address _____

Kenansville NC 28349 Kenansville NC 28349

City State Zip City State Zip

Phone: Office # 910-296-2100 Mobile # _____

Note: If the Financially Responsible Party is not the owner of the land to be disturbed, include with this form the landowner's signed and dated written consent for the applicant to submit a draft erosion and sedimentation control plan and to conduct the anticipated land disturbing activity.

2. (a) If the Financially Responsible Party is a domestic company registered on the NC Secretary of State business registry, give name and street address of the Registered Agent:

Name of Registered Agent _____ E-mail Address _____

Current Mailing Address _____ Current Street Address _____

City State Zip City State Zip

Phone: Office # _____ Mobile # _____

Name of individual to Contact (if Registered Agent is a company)

(b) If the Financially Responsible Party is not a resident of North Carolina, give name and street address of the designated North Carolina agent who is registered on the NC Secretary of State business registry:

Name of Registered Agent _____ E-mail Address _____

Current Mailing Address _____ Current Street Address _____

City State Zip City State Zip

Phone: Office # _____ Mobile # _____

Name of individual to Contact (if Registered Agent is a company)

(c) If the Financially Responsible Party is engaging in business under an assumed name, give name under which the company is Doing Business As. If the Financially Responsible Party is an individual, General Partnership, or other company not registered and doing business under an assumed name, attach a copy of the Certificate of Assumed Name.

Company DBA Name _____

The above information is true and correct to the best of my knowledge and belief and was provided by me under oath. (This form must be signed by the Financially Responsible Person if an individual(s) or his attorney-in-fact, or if not an individual, by an officer, director, partner, or registered agent with the authority to execute instruments for the Financially Responsible Party). I agree to provide corrected information should there be any change in the information provided herein.

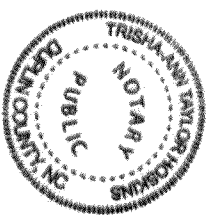
Davis Brinson
County Manager

Type or print name _____ Title or Authority _____
Signature *Davis H. Brinson* Date 1-5-2023

~~Trisha Ann Tabor Hoskins~~, a Notary Public of the County of Duplin

State of North Carolina, hereby certify that DAVIS H. BRINSON appeared personally before me this day and being duly sworn acknowledged that the above form was executed by him/her.

Witness my hand and notarial seal, this 5 day of JANUARY, 2023



Trisha Ann Tabor Hoskins
Notary

My commission expires JANUARY 25, 2026

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
DUPLIN COUNTY
AND
PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC

CONTENTS

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Exhibit B - General Provisions for Engineering Services.....	9 to 16
Exhibit C - General Provisions for Architectural Design Services.....	17 to 26
Exhibit D - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.....	27 to 30
Exhibit E - Payments and Miscellaneous Provisions.....	31 to 35
Exhibit F - Sample Work Authorization Form.....	36
Exhibit G - Mandatory Federal Provisions.....	37 to 41

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
DUPLIN COUNTY

AND
PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC

THIS Agreement is made and entered into this 3 day of JANUARY, 2023, by and between DUPLIN COUNTY (hereinafter referred to as the "OWNER"), and PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER intends to initiate various design, engineering or architectural projects and construct certain airfield, landside, and terminal improvements at the Duplin County Airport in Kernsenville, North Carolina (hereinafter referred to as the "PROJECT"), each of which will be described in future Work Authorizations; and,

WHEREAS, the OWNER may require other general consulting services in the conduct of its business over the period of this Agreement, which will be described in future Work Authorizations; and,

WHEREAS, the CONSULTANT has represented to the OWNER that it is qualified to perform the various described tasks and work of the projects, and, based upon CONSULTANT's representations, the OWNER desires to retain the services of the CONSULTANT to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The CONSULTANT shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", "C", and "D" as may be required in said Work Authorizations.

The OWNER, in consideration of the performance of the CONSULTANT's undertakings under this Agreement, pursuant to Work Authorizations fully executed by the OWNER and CONSULTANT, shall pay the CONSULTANT the consideration determined in each Work Authorization, which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

INSURANCE

The Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Consultant's employees or any other person; claims for damages because of injury to or

destruction of personal and/or real property including loss of use resulting therefore; and claims arising out of the performance of this Agreement and caused by negligent acts or omission for which the Consultant is legally liable. Minimum limits of coverage shall be:

Insurance Description	Minimum Required Coverage
a. Workers' Compensation	Statutory
b. Public Liability	Combined Single Limit
Bodily Injury and Property Damage	\$1,000,000.00 Each Occurrence
c. Automobile Liability	Combined Single Limit
Bodily Injury and Property Damage	\$1,000,000.00 Each Accident
d. Professional Liability	
Projects under \$15,000,000.00	\$1,000,000.00 Each Occurrence
Project over \$15,000,000.00	\$2,000,000.00 Each Occurrence

Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notes of such cancellation, non-renewal or reduction, the Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement

The Consultant shall deliver to the Owner a Certificate of Insurance for its Professional Liability coverage annually, so long as it is required to maintain such coverage.

The Owner shall be named as additional named insured on all policies except the Professional Liability policy and the Workers' or Workmen's Compensation policy. All insurance policies, except the Professional Liability policy and the Workers' or Workmen's Compensation policy, shall contain a waiver of subrogation against the Owner.

The Consultant shall maintain in force during the performance of this Agreement and for six (6) years after the final completion of the Project, the Professional Liability insurance coverage referenced above.

The Consultant shall require its consultants to maintain all types of insurance as mentioned in this Article Nine and shall provide to the Owner Certificates of Insurance as described above for all consultants. The minimum limits of coverage for all civil, structural, roofing, plumbing, mechanical and electrical consultants shall be the same as described above. The professional liability minimum limit of coverage for consultants such as acoustic, kitchen, landscape (not to include any civil engineering, i.e., grading, storm runoff calculation and design), etc. shall be \$250,000.00 aggregate.

The Owner shall be under no obligation to review any Certificates of Insurance provided by the Consultant or to check or verify the Consultant's compliance with any or all requirements regarding insurance imposed by the Contract Documents. The Consultant is fully responsible for maintaining the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Consultant not comply with any or all requirements regarding insurance imposed by the Contract Documents.

Should the Consultant fail to provide and maintain in force any insurance or insurance coverage required by the Contract Documents or by law, or should a dispute arise between owner and any insurance company of the Consultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to, interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Consultant or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirement regarding insurance imposed by law. Nothing herein shall limit any damages for which Consultant is responsible as matter of law.

INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, the Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from (1) the Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and cause by any negligent actor or omission of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

Except as otherwise set forth in this Agreement, the Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under the Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric conditions of unusual severity, war, and strikes. Owner shall not be liable to the Consultant for acts or failures to act by the Contractor.

INDEPENDENT CONTRACTOR

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

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

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

GOOD STANDING WITH DUPLIN COUNTY

Consultant certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County. Consultant covenants and agrees to remain current on any taxes, fees, or other debt owed during the Term of this Contract.

ANNUAL APPROPRIATIONS AND FUNDING

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

The following Exhibits are attached to and made part of this Agreement:

- Exhibit A - "General Provisions for Program Management and General Consulting Services"
- Exhibit B - "General Provisions for Engineering Services"
- Exhibit C - "General Provisions for Architectural Design Services"
- Exhibit D - "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
- Exhibit E - "Payments and Miscellaneous Provisions"
- Exhibit F - "Sample Work Authorization Form"
- Exhibit G - "Mandatory Federal Provisions"

This Agreement shall be effective from the date of execution by both parties and expires three (3) years after with the option for two (2) one-year renewals upon mutual written agreement of the parties. Work Authorizations agreed to by both parties within such three-year plus two one-year renewal periods shall be valid and binding until the agreements and promises thereunder are completed, and the terms and conditions of the Agreement shall remain in effect until all obligations under said Work Authorization are completed. This agreement may be extended or renewed, with or without changes, by written amendment.

This Agreement, together with the Exhibits identified above and subsequent Work Authorizations, constitutes the entire agreement between the OWNER and the CONSULTANT and supercedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This Agreement and said Exhibits shall be hereafter referred to as the MASTER Agreement.

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

DUPLIN COUNTY

WITNESS: *Richard Holm* BY: *Joseph D. III*
TITLE: CHAIRMAN

PARRISH AND PARTNERS OF
NORTH CAROLINA, PLLC

WITNESS: *Cindy Fanci* BY: *Jeffrey*
TITLE: President

EXHIBIT A
GENERAL PROVISIONS FOR PROGRAM MANAGEMENT AND GENERAL
CONSULTING SERVICES

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for Professional Services. For elements of the PROJECT described in the referenced Agreement, the CONSULTANT shall perform Professional Services in accordance with acceptable architectural, engineering, or surveying practices. These services shall be the limits of the CONSULTANT's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for program management and general consulting required under this Agreement. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements:

SECTION I - PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

- A. The services for program management respond to the complexities resulting from multiple project, multi-discipline, and long-range programs. Typical program management services can include:
1. Project formulation/programming;
 2. Projects coordination;
 3. Master program scheduling;
 4. Consultant/subconsultant coordination;
 5. Funding and financial coordination assistance;
 6. Meeting preparation and documentation; and,
 7. Technical assistance.
- B. The general consulting services to be provided under this section are undefined, general in nature, and only required periodically by the OWNER. Typical services anticipated might include:
1. Presentation preparation;
 2. Coordination of meetings with local, state, and federal officials;
 3. Site visits;
 4. Facility inspection;
 5. Obstruction surveys;
 6. Property surveys
 7. Other services requested by the OWNER that are not otherwise directly associated with a current project.
- C. Specific program management services will be reviewed in advance with the OWNER and set forth in each Work Authorization. Federal Aviation Administration (FAA) approval of scope will be obtained for FAA funded items and tasks.

- D. The amount of compensation and method of payment will be established when each Work Authorization is developed and presented for approval.

SECTION II - MISCELLANEOUS PROVISIONS

1. Exhibit "F", Payments and Miscellaneous Provisions, specifies requirements for payments to CONSULTANT, OWNER's responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions.

EXHIBIT B GENERAL PROVISIONS FOR ENGINEERING SERVICES

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for professional consulting services. For elements of the PROJECT described in the referenced Agreement which are primarily engineering projects, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, or electrical engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of the CONSULTANT's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for development projects required under this Agreement. The CONSULTANT under each duly executed Work Authorization shall perform work required to accomplish the intent of such work authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements:

SECTION I - BASIC SERVICES

- A. Basic Engineering Services will generally be completed in four (4) phases:
1. Preliminary design phase;
 2. Final design phase;
 3. Bidding phase; and,
 4. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each PROJECT. Additional services may be added as mutually agreed upon between OWNER and CONSULTANT. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a PROJECT and establishing preliminary requirements. Items of work for this phase of a PROJECT include:

1. Confering with the OWNER on PROJECT requirements, finances, schedules, early phases of the PROJECT, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the PROJECT;
2. Advising OWNER as to the necessity of providing or obtaining from others data or services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At OWNER's option, services may be provided by the OWNER through direct contracts with other professionals or may be provided by the CONSULTANT in accordance with Exhibit "F", Payments and Miscellaneous Provisions; and,

3. Developing design schematics, sketches, **PROJECT** recommendations, and preliminary layouts and cost estimates.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **OWNER**:

1. Prepare necessary engineering reports and recommendations;
2. Prepare detailed plans, specifications, and cost estimates;
3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications;
4. Advise **OWNER** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions. Furnish to **OWNER** a revised opinion of probable construction costs based on the Final Drawings and Specifications;
5. Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor; and,
6. Distribute documents for approvals to Federal Aviation Administration (FAA), **OWNER**, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents;
2. Assist the **OWNER** in conducting a prebid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders;
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents;
4. Distribute sets of Bidding Documents to Prospective Bidders and plan offices during the Bidding Phase.

5. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

E. Construction Phase

1. The **CONSULTANT**'s responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of each Contract for Construction and terminates at the earlier of the issuance by the **OWNER** of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended under the terms of Section II "Special Services";

2. **CONSULTANT** shall attend and administer the preconstruction conference;

3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:

- a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s) work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work;

- b. If **OWNER** requests more extensive site representation than is described in 3.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service;

- c. **CONSULTANT** shall not during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents;

4. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject Contractor(s) work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the Contract Documents or that it will prejudice

the integrity of the design concept of the **PROJECT** as reflected in the Contract Documents.

5. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required;
6. Shop Drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT**. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto;
7. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph A(13);
8. Inspections and Tests: **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents);
9. Disputes between **OWNER** and Contractor: **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of **OWNER** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. **CONSULTANT** shall not be liable for the results of any such interpretations or decisions rendered in good faith;
10. Applications for Payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a. **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in

the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);

- b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this Agreement and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

11. Contractor(s)' Completion Documents: **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to **OWNER** with written comments;

12. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to **OWNER**, Federal Aviation Administration (FAA) and other governing agencies so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph E.10 b; and,

13. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs E.1 through E.12 inclusive, shall be construed to release

CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT's** own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated (**OWNER** approval of **CONSULTANT's** Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract). Special services will be paid for by **OWNER** as indicated in each Work Authorization in addition to the compensation for Basic Services described herein. Examples of Special Services are:

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**, commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT's** control.
4. Providing renderings or models for **OWNER's** use.
5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of Contractor(s).
9. Preparation of project Disadvantaged Business Enterprise (DBE) Program.
10. Cost accounting services, grant administration, and grant closeout.
11. Reproduction and printing of reports, contract documents and specifications to Federal Aviation Administration (FAA), **OWNER**, Contractor, regulatory agencies, prospective bidders, and plan rooms.
12. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
13. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
14. Services resulting from delays beyond the control of **CONSULTANT**.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, or (5) other causes beyond **CONSULTANT's** control.
16. Evaluating an unreasonable or excessive number of claims submitted by Contractor(s) or others in connection with the work.
17. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than thirty (30) days after the date of Substantial Completion of the Work.
18. Provide assistance in the closing of any financial or related transaction for the **PROJECT**.
19. Provide assistance in connection with the refining and adjusting of any equipment or system.
20. Preparation of a set of reproducible record prints of Drawings showing those changes

made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant.

21. Operational Phase Services:

- a. Provide assistance in connection with the refining and adjusting of any equipment or system.
- b. Assist OWNER in training OWNER's staff to operate and maintain the PROJECT.
- c. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the PROJECT.

SECTION III - MISCELLANEOUS PROVISIONS

1. Exhibit "F", Payments and Miscellaneous Provisions, specifies requirements for payments to CONSULTANT, OWNER's responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions.

**EXHIBIT C
GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES**

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for professional consulting services. For elements of the PROJECT which are primarily building improvements, described in the referenced Agreement, the CONSULTANT shall perform professional services as hereinafter described through its own forces or through subcontracts with other professionals, which shall include customary architectural, structural, mechanical, or electrical engineering services. These services, when performed in accordance with acceptable engineering and architectural practices, shall be the limits of the CONSULTANT'S responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various architectural services for projects required under this Agreement. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

A. Basic Architectural Services will generally be completed in five (5) phases:

- 1. Schematic design phase;
- 2. Design development phase;
- 3. Contract Document phase;
- 4. Bidding phase; and
- 5. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between OWNER and CONSULTANT. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Schematic Design Phase

- 1. The CONSULTANT shall review the program furnished by the OWNER to ascertain the requirements of the PROJECT and shall arrive at a mutual understanding of such requirements with the OWNER.
- 2. The CONSULTANT shall provide a preliminary evaluation of the OWNER's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Exhibit F, Section II.A.
- 3. The CONSULTANT shall review with the OWNER alternative approaches to design and construction of the PROJECT.
- 4. Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare, for approval by the OWNER,

Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of **PROJECT** components.

5. The **CONSULTANT** shall submit to the **OWNER** a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

C. Design Development Phase

1. Based on the approved Schematic Design Documents and any adjustments authorized by the **OWNER** in the program, schedule or construction budget, the **CONSULTANT** shall prepare, for approval by the **OWNER**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the **PROJECT** as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2. The **CONSULTANT** shall advise the **OWNER** of any adjustments to the preliminary estimate of Construction Cost.

D. Construction Documents Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the **PROJECT** or in the construction budget authorized by the **OWNER**, the **CONSULTANT** shall prepare, for approval by the **OWNER**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the **PROJECT**.

2. The **CONSULTANT** shall assist the **OWNER** in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and the Contractor.

3. The **CONSULTANT** shall advise the **OWNER** of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

4. The **CONSULTANT** shall assist the **OWNER** in connection with the **OWNER's** responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the **PROJECT**.

E. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3. Consult with and advise **OWNER** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

4. Consult with **OWNER** concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

5. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

6. Furnish sets of Bidding Documents to contractor bidding and plan offices during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

F. Construction Phase

1. The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work, but may be extended under the terms of Section II "Special Services".

2. The **CONSULTANT** shall provide administration of the Contract for construction as set forth below, unless otherwise provided in this Agreement.

3. **CONSULTANT** shall attend preconstruction conference.

4. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:

- a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work.

- b. If **OWNER** requests more extensive site representation than is described in paragraph F.4.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service.

- c. **CONSULTANT** shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
5. **Defective Work:** During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject Contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the **PROJECT** as reflected in the Contract Documents.
6. **Interpretations and Clarifications:** **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
7. **Shop Drawings:** **CONSULTANT** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT** and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. **Substitutes:** **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph A.37.
9. **Inspections and Tests:** **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
10. **Disputes:** **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
11. **Applications for Payment:** Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a. **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **OWNER** to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this Agreement and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
12. **Contractor(s)' Completion Documents:** **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to **OWNER** with written comments.

13. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph F.11.b. above.

14. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s) or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT**'s own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in the above paragraphs F.1 through F.13 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER**'S option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT**'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated, however **CONSULTANT** shall remain responsible for work of subconsultants. Special services will be paid for by **OWNER** in addition to the compensation for Basic Services described herein. Examples of Special Services are:

1. Preparation of preapplications and/or applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**, commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity,

OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT**'S control.

4. Providing renderings or models for **OWNER**'s use.
5. Preparing documents for alternate, separate or sequential bids requested by **OWNER** after receipt of original bids and for Contractor(s) work which is not executed or documents for out-of-sequence work.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the **PROJECT**; evaluating processes available for licensing and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for **OWNER**.
7. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the **PROJECT** than are contemplated by an approved Work Authorization, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **OWNER** and administering **OWNER**'s contracts for such services.
8. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work, and providing land surveys and other special field surveys.
9. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
10. Services during out-of-town travel required of **CONSULTANT** other than visits to the site as required by Section I.
11. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).
12. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
13. Quality Assurance testing during construction.

14. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of contractor(s).
15. Preparation of Disadvantaged Business Programs (DBE).
16. Cost accounting services, grant administration, and grant closeout.
17. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Work Authorization.
18. Providing analyses of the **OWNER's** needs and programming the requirements of the **PROJECT**.
19. Providing financial feasibility or other special studies.
20. Providing planning surveys, site evaluations or comparative studies of prospective sites.
21. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the **PROJECT**.
22. Providing services relative to future facilities, systems and equipment.
23. Providing services to verify the accuracy of drawings or other information furnished by the **OWNER**.
24. Providing coordination of construction performed by separate contractors or by the **OWNER's** own forces and coordination of services required in connection with construction performed and equipment supplied by the **OWNER**.
25. Providing services in connection with the work of a construction manager or separate consultants retained by the **OWNER**.
26. Providing detailed estimates of Construction Cost.
27. Providing detailed quantity surveys or inventories of material, equipment and labor.
28. Providing analyses of owning and operating costs.
29. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
30. Providing services for planning tenant or rental spaces.

31. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
32. Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the **CONSULTANT**.
33. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
34. Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the **PROJECT** provided as a part of Basic Services.
35. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
36. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
37. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
38. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
39. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
40. Services in connection with any partial utilization of any part of the **PROJECT** by **OWNER** prior to Substantial Completion.
41. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
42. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than sixty (60) days after the date of Substantial Completion of the Work.

SECTION III - MISCELLANEOUS PROVISIONS

1. Exhibit "F", Payments and Miscellaneous Provisions, specifies requirements for payments to CONSULTANT, OWNER's responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions.

EXHIBIT D**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for Professional Consulting Services. For elements of the PROJECT described in the referenced Agreement, the CONSULTANT shall perform Resident Project Representative services in accordance with the following:

- A. General: The Resident Project Representative (hereinafter referred to as the RPR) will be the CONSULTANT's agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR actions. RPR's dealings in matters pertaining to the onsite work shall in general be only with the CONSULTANT and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with OWNER will be only through or as directed by CONSULTANT.
- B. Duties and Responsibilities of RPR:
 1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with the CONSULTANT concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as the CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist Contractor's superintendent in understanding the intent of the contract documents. Assist the CONSULTANT in serving as the OWNER's liaison with the Contractor when the Contractor's operations affect the OWNER's onsite operations.
 - b. As requested by the CONSULTANT, assist in obtaining from the OWNER additional details or information, when required at the job site for proper execution of the work.
 4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify the CONSULTANT of their availability for examination.

- b. Advise the **CONSULTANT** and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the **CONSULTANT**.
5. Review of Work, Rejection of Defective Work, Inspection and Tests:
 - a. Conduct onsite observations of the work in progress to assist **CONSULTANT** in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
 - b. Report to the **CONSULTANT** whenever **RPR** believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the **CONSULTANT** when **RPR** believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe, record, and report to the **CONSULTANT** appropriate details relative to test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the **PROJECT**, record the results of these inspections, and report to **CONSULTANT**.
6. Interpretation of Contract Documents: Transmit to Contractor, **CONSULTANT**'s clarifications and interpretations of the contract documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with **RPR**'s recommendations to **CONSULTANT**. Transmit to Contractor decisions as issued by **CONSULTANT**.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, **CONSULTANT**'s clarifications and interpretations of the Contract Documents, progress reports and other **PROJECT** related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to Contractor's questions or extras or deductions, quantities of materials

- installed on the **PROJECT**, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to the **CONSULTANT**.
 - c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
9. Reports:
 - a. Furnish to **CONSULTANT**, **OWNER**, and the Federal Aviation Administration (FAA) periodic reports as required of the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with the **CONSULTANT** in advance of scheduled major tests, inspections, or the start of important phases of the work.
 - c. Report immediately to the **CONSULTANT** upon the occurrence of any accident.
 - d. Review and certify Contractor's payroll submittals for compliance with Federal law pertaining to classification and wage rates.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CONSULTANT**, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to the **CONSULTANT** for his review and forwarding to **OWNER** prior to final acceptance of the work.
12. Completion:
 - a. Before the **CONSULTANT** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of **CONSULTANT**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to the **CONSULTANT** concerning acceptance.

C. **Limitations of Resident Project Representative's Authority:** Except upon written instructions of the **CONSULTANT, RPR:**

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of the **CONSULTANT's** authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not issue directions as to safety programs in connection with the work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize the **OWNER** to occupy or utilize the **PROJECT** in whole or in part, without the approval of **CONSULTANT**.
8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by **CONSULTANT**.

EXHIBIT E
PAYMENTS AND MISCELLANEOUS PROVISIONS

This is an exhibit attached to and made a part of the Agreement between the **OWNER** and the **CONSULTANT** for professional consulting services.

SECTION I- PAYMENTS TO THE CONSULTANT

The **OWNER** agrees to compensate the **CONSULTANT** for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the **PROJECT** under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be detailed in each Work Authorization. The receipt of an approved Work Authorization will constitute the **CONSULTANT's** Notice-to-Proceed.

Unless otherwise approved in writing, the **CONSULTANT** is not to undertake any work prior to the receipt of an approved Work Authorization executed by the **OWNER**.

A. Cost Plus Fixed Fee

Under this method of payment, the **CONSULTANT's** compensation will be equal to direct hourly cost times a factor to cover overhead plus direct non-salary expense and a fixed fee to cover profit. The cost may be more or less than estimated, but the fixed fee will neither increase nor decrease, unless there is a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to re-negotiation. Should the total cost be more than the estimated budget in an approved Work Authorization, a supplemental Work Authorization covering the additional costs of the particular task in question will be prepared by the **CONSULTANT** and submitted to the **OWNER** for review and approval.

B. Hourly Fee Schedule and Subconsultants

Under this method of payment, the **CONSULTANT's** compensation will be based on actual hours worked, by discipline, times the then current fee schedule, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee. The hourly fee schedule will only be utilized for specific minor items of work performed as special services.

C. Lump Sum

For work that can be defined and delineated in advance, payment to the **CONSULTANT** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-

negotiation, and **CONSULTANT** will prepare and submit a supplemental Work Authorization for **OWNER** approval.

D. General

Payments to the **CONSULTANT** on account of the above fees are payable upon receipt and are past due thirty (30) days after the date of invoices. Amounts not paid within thirty (30) days of invoice date are delinquent and **OWNER** agrees to pay a late payment fee in the amount of 1% per month or the maximum late payment fee permitted by applicable law (whichever is less) on any unpaid amount for each month, or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. The **OWNER** shall not retain any amounts due from the **CONSULTANT's** invoices, nor withhold said invoices pending Federal Aviation Administration (FAA) and/or other agency approval.

E. The following definitions will apply to the payments for services:

1. **Salary Cost** - For purposes of this Agreement, direct salary cost is defined as the current actual cost of salaries or guaranteed payments of personnel for the time directly chargeable to the **PROJECT**.
2. **Overhead** - For the purpose of this Agreement, overhead shall be calculated in accordance with Federal Acquisition Regulations. For billing under the cost plus fixed fee method of payment, overhead as defined herein shall be direct salary cost times the most recently published overhead rate of the **CONSULTANT** when the Work Authorization is signed.
3. **Direct Non-salary Expenses** - These generally include items of expense directly chargeable to the **PROJECT** and substantiated by appropriate documentation. Typical items may include the cost of subconsultants, living and traveling expenses of employees, communications expense, postage, reproduction, computer time, identifiable supplies and other items that can be identified with the **PROJECT**.

SECTION II - MISCELLANEOUS PROVISIONS

A. Estimates:

1. Since the **CONSULTANT** has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the **CONSULTANT** does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the **PROJECT** construction cost.

B. Extra Work:

1. It is mutually understood and agreed that the **OWNER** will compensate the

CONSULTANT for services resulting from significant changes in general scope of the **PROJECT** or its design including, but not necessarily limited to, changes in size, complexity, **PROJECT** schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the **CONSULTANT's** control and when requested and authorized by the **OWNER**. Compensation for such extra work when authorized by the **OWNER** shall be established in each Work Authorization. **CONSULTANT** shall promptly notify **OWNER** in writing of all extra work or cost variations on the **PROJECT** prior to undertaking said work.

C. Reuse of Documents:

1. All documents including drawings and specifications prepared by the **CONSULTANT** pursuant to this Agreement are instruments of service with respect to the **PROJECT**. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **PROJECT** or on any other Project. Any reuse without written verification will be at **OWNER's** sole risk and with no liability or legal exposure to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **OWNER** and **CONSULTANT**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Agreement at the cost of reproduction, and will be permitted full use of such documents subject to the limitations set forth herein.

D. Responsibility of the CONSULTANT:

1. The **CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **CONSULTANT** under this Agreement.
2. Approval by the **OWNER** and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **CONSULTANT** of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the **OWNER** or other agencies but not to the **CONSULTANT**.
3. The **CONSULTANT** shall not be responsible for any time delays in the **PROJECT** caused by the loss or destruction of any portion of the **PROJECT** including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current, or any other circumstance beyond the **CONSULTANT's** control.

E. Responsibility of OWNER:

As a part to this Agreement, the OWNER shall:

1. Make available for the CONSULTANT's use all record drawings, maps, information as to unusual conditions or practices affecting the CONSULTANT's services, soil data, etc., that are readily available to the OWNER.
2. Designate a person to act with authority on the OWNER's behalf and respond in a timely manner to submissions by the CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
3. Pay all costs associated with special services authorized by the OWNER and all costs associated with obtaining bids from Contractors, including but not limited to cost of printing, postage and public notice of advertisement.
4. Furnish such accounting, insurance and legal counseling services as OWNER may require for this PROJECT. Obtain advice of an attorney, insurance counselor or other consultants as OWNER deems appropriate for examination of the Contract Documents prepared by CONSULTANT.
5. Pay all costs incidental to compliance with requirements of these paragraphs 1 through 4.

F. Termination:

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and,
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by either party without cause on sixty (60) days written notice.
3. Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
4. If this Agreement is terminated by either party, the CONSULTANT shall be paid for services rendered pursuant to this Agreement. If termination of the Agreement occurs

at the conclusion of one phase and prior to authorization by the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the CONSULTANT.

G. Audit: Access to Records

1. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the Federal Aviation Administration (FAA), the Comptroller General of the United States or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.
2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after the OWNER makes final payment and all other pending matters are closed.

H. Headings

1. The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments.

I. Assignment

1. CONSULTANT acknowledges that its services are unique and personal and its rights under this Agreement may not be assigned or its duties or obligations delegated without the express written consent of OWNER.

EXHIBIT F
SAMPLE WORK AUTHORIZATION FORM

Work Authorization for Professional Services

(Project Number) (Work Authorization Number)

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated JANUARY 31st, 2023

Description of Assignment:

Basis of Compensation/Period of Services:

Agreed as to scope of services, time schedule, and budget:

Dupuis Covert Airport Comm.
For OWNER'S NAME

For PARISH AND PARTNERS OF
NORTH CAROLINA, PLLC

Date: 1-3-2023

Date:

Attachment: Supporting Data for Budget

EXHIBIT G
MANDATORY FEDERAL PROVISIONS

A. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS

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:

1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, 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.

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

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

1.4 **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the OWNER or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the Federal funding agency may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6

Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1.1 through 1.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the OWNER or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. DISADVANTAGED BUSINESS ENTERPRISES

1.

Policy: It is the policy of the Federal government that disadvantaged business enterprises (herein "DBE") as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2.

DBE Obligation: The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally-assisted contracts. Further, the contractor agrees to comply with all provisions of the OWNER's DBE program as amended from time to time.

3.

Prompt Payment (\$26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the OWNER. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

C. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1.

No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-L.L., "Disclosure of Lobby Activities," in accordance with its instructions.

D. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the Federal funding agency and the OWNER of the Federal grant under which this contract is executed.

F. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the PROJECT that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the **PROJECT**, the Federal funding agency may direct through the **OWNER** cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal funding agency may direct through the **OWNER** cancellation of the contract or subcontract for default at no cost to the Government.

The contractor shall provide immediate written notice to the **OWNER** if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/officer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/officer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

H. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

FY 2023
SALES TAX REPORT FOR THE PURCHASE MONTH OF SEPTEMBER RECEIVED IN DECEMBER

ARTICLE 39					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	460,818.32	467,573.41	427,182.25	371,916.14
AUGUST	NOVEMBER	479,755.43	427,348.77	392,404.62	360,620.63
SEPTEMBER	DECEMBER	486,342.32	414,041.24	405,011.20	346,733.59
OCTOBER	JANUARY	414,041.24	400,175.55	384,453.05	312,806.25
NOVEMBER	FEBRUARY	351,915.06	324,280.21	351,356.13	324,280.21
DECEMBER	MARCH	476,025.91	443,143.03	404,614.63	386,735.82
JANUARY	APRIL	400,423.99	404,614.63	358,703.95	334,656.45
FEBRUARY	MAY	386,214.81	486,430.41	456,776.99	385,814.23
MARCH	JUNE	486,430.41	456,776.99	440,736.95	423,459.22
APRIL	JULY	486,430.41	456,776.99	440,736.95	423,459.22
MAY	AUGUST	486,430.41	456,776.99	440,736.95	423,459.22
JUNE	SEPTEMBER	486,430.41	456,776.99	440,736.95	423,459.22
ARTICLE TOTAL		1,436,916.07	5,220,764.94	4,981,437.82	4,360,898.13

ARTICLE 40					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	378,637.42	314,630.28	270,611.54	246,759.95
AUGUST	NOVEMBER	383,789.06	226,164.76	248,665.05	245,993.68
SEPTEMBER	DECEMBER	376,115.74	226,119.58	284,679.48	226,541.36
OCTOBER	JANUARY	235,572.14	252,846.72	258,943.86	244,160.94
NOVEMBER	FEBRUARY	263,307.22	263,307.22	307,713.65	257,850.17
DECEMBER	MARCH	217,544.16	210,454.03	216,240.63	214,412.24
JANUARY	APRIL	270,454.03	260,832.19	216,240.63	214,412.24
FEBRUARY	MAY	271,478.36	271,478.36	309,647.51	246,009.32
MARCH	JUNE	266,244.37	266,244.37	289,056.33	212,725.85
APRIL	JULY	266,244.37	266,244.37	289,056.33	212,725.85
MAY	AUGUST	266,244.37	266,244.37	289,056.33	212,725.85
JUNE	SEPTEMBER	266,244.37	266,244.37	289,056.33	212,725.85
ARTICLE TOTAL		1,138,552.22	3,077,420.23	3,346,489.55	2,886,966.76

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	26,729.47	35,798.67	21,223.96	6,219.79
SEPTEMBER	DECEMBER	42,550.47	29,062.58	17,806.56	9,497.24
OCTOBER	JANUARY	25,284.67	(12,782.80)	10,615.56	(18,538.74)
NOVEMBER	FEBRUARY	23,571.72	4,059.20	4,059.20	8,700.50
DECEMBER	MARCH	42,039.91	28,537.48	19,674.08	37,655.00
JANUARY	APRIL	39,082.30	83,318.08	28,087.83	18,763.51
FEBRUARY	MAY	40,750.36	20,552.71	(13,493.46)	47,847.01
MARCH	JUNE	29,628.10	2,171.79	13,404.63	173,861.09
APRIL	AUGUST	29,628.10	2,171.79	13,404.63	173,861.09
MAY	SEPTEMBER	29,628.10	2,171.79	13,404.63	173,861.09
JUNE	ARTICLE TOTAL	95,244.51	318,651.47	226,424.59	173,861.09

ARTICLE 44					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	13.09	-	283.14	21.51
AUGUST	NOVEMBER	10.48	1.74	44.21	37.08
SEPTEMBER	DECEMBER	-	-	10.14	(9.96)
OCTOBER	JANUARY	-	-	15.33	15.43
NOVEMBER	FEBRUARY	-	-	(22.36)	-

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
DECEMBER	MARCH	-	-	(188.91)	(62.80)
JANUARY	APRIL	-	-	-	29.53
FEBRUARY	MAY	-	-	18.56	64.55
MARCH	JUNE	-	-	4.28	-
APRIL	JULY	(103.19)	-	-	28.45
MAY	AUGUST	(0.02)	-	-	12.46
JUNE	SEPTEMBER	-	-	-	36.19
ARTICLE TOTAL		23.57	(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	134,654.83
AUGUST	NOVEMBER	182,454.62	157,847.11	139,615.46	134,645.17
SEPTEMBER	DECEMBER	182,454.62	157,847.11	139,615.46	134,645.17
OCTOBER	JANUARY	157,748.35	157,748.35	139,612.65	134,654.64
NOVEMBER	FEBRUARY	157,748.35	157,748.35	139,612.65	134,654.64
DECEMBER	MARCH	157,748.35	157,748.35	139,612.65	134,654.64
JANUARY	APRIL	157,748.35	157,748.35	139,612.65	134,654.64
FEBRUARY	MAY	157,748.35	157,748.35	139,612.65	134,654.64
MARCH	JUNE	157,748.35	157,748.35	139,612.65	134,654.64
APRIL	JULY	157,748.35	157,748.35	139,612.65	134,654.64
MAY	AUGUST	157,748.35	157,748.35	139,612.65	134,654.64
JUNE	SEPTEMBER	157,748.35	157,748.35	139,612.65	134,654.64
ARTICLE TOTAL		547,416.58	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	-108,280.82	(119,296.78)	(100,004.97)	(92,920.89)
AUGUST	NOVEMBER	-109,816.57	(91,005.34)	(90,917.30)	(82,573.77)
SEPTEMBER	DECEMBER	-106,304.44	(91,274.94)	(86,637.84)	(86,150.97)
OCTOBER	JANUARY	(81,133.01)	(81,133.01)	(85,698.71)	(86,781.46)
NOVEMBER	FEBRUARY	(103,344.26)	(114,866.63)	(102,869.56)	(83,251.13)
DECEMBER	MARCH	(111,631.17)	(80,266.64)	(94,562.69)	(86,110.89)
JANUARY	APRIL	(78,984.60)	(77,852.07)	(77,852.07)	(78,373.42)
FEBRUARY	MAY	(104,223.92)	(104,223.92)	(116,904.78)	(94,643.01)
MARCH	JUNE	(102,414.29)	(102,414.29)	(107,968.37)	(73,119.66)
APRIL	JULY	(103,751.80)	(103,751.80)	(124,472.05)	(83,813.86)
MAY	AUGUST	(111,820.54)	(111,820.54)	(119,296.78)	(107,145.19)
JUNE	SEPTEMBER	(118,947.28)	(118,947.28)	(124,071.50)	(1,063,865.47)
ARTICLE TOTAL		-323,388.83	(1,168,947.28)	(1,242,071.50)	(1,063,865.47)
GRAND TOTAL		937,678.93	9,347,007.82	9,041,416.32	7,992,734.38

FY 23 BUDGET					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ESTIMATES	FY 22 RECEIPTS	FY 21 RECEIPTS
JULY	OCTOBER	1,113,536.24	4,464,140.96	4,031,817.65	3,739,365.52
AUGUST	NOVEMBER	1,138,552.22	4,554,208.88	3,077,420.23	3,348,488.95
SEPTEMBER	DECEMBER	95,244.51	380,978.05	318,651.47	236,424.59
OCTOBER	JANUARY	23.57	94.28	(86.14)	134.59
NOVEMBER	FEBRUARY	547,416.58	1,919,204.61	1,919,204.61	1,716,991.67
DECEMBER	MARCH	2,894,772.12	2,169,086.46	9,347,007.82	9,041,416.32
ARTICLE TOTAL		8,730,111.00	11,579,086.46	9,347,007.82	9,041,416.32

FY 23 INSURANCE CLAIMS REPORT

MONTHLY PAYMENT TO NCHIP RESERVE

DRAFT MONTH	AMOUNT	COVERED EMPLOYEES
JULY	507,129.14	526
AUGUST	506,102.63	509
SEPTEMBER	520,863.43	524
OCTOBER	543,759.36	554
NOVEMBER	527,866.39	534
DECEMBER	525,308.40	532
JANUARY	\$533,898.19	543
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
YTD EXPENDITURES	3,564,927.54	532 AVERAGE LIVES COVERED

WEEKLY CLAIMS PAID FROM NCHIP RESERVE		
6/30/2022	\$	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	\$61,556.10	
11/11/2022	\$107,559.81	
11/18/2022	\$87,720.58	
11/25/2022	\$79,494.90	
12/2/2022	\$99,909.48	

FY 23 INSURANCE CLAIMS REPORT

12/9/2022	\$195,573.27
12/16/2022	\$119,413.29
12/23/2022	(\$44,951.54)
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	\$2,557,322.38
PROJECTED CLAIMS PAID FROM RESERVE	5,114,644.76
PROJECTED NCHIP RESERVE	2,954,993.73

NOVEMBER 2022 BUDGET VS. ACTUAL

ACCOUNT DESCRIPTION	ORIGINAL APPROX	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE 10 GENERAL FUND	-66,747,907.00	-72,645,295.30	-41,140,556.19	-31,504,837.11	57%
EXPENSE 10 GENERAL FUND	66,747,907.00	72,645,295.30	24,342,736.48	48,299,960.77	34%
REVENUE 19 EMERGENCY TELEPHONE	-281,541.00	-281,541.00	-70,586.29	-210,954.71	25%
EXPENSE 19 EMERGENCY TELEPHONE	281,541.00	281,541.00	30,467.89	187,231.11	11%
(911 FUND)					
REVENUE 21 CAPITAL RESERVE	0.00	0.00	-14,318.89	14,318.89	MOV/01
EXPENSE 21 CAPITAL RESERVE	0.00	0.00	0.00	0.00	MOV/01
(COUNTY CAPITAL RESERVE FUNDING)					
REVENUE 22 SCHOOL CAPITAL	-3,154,273.00	-3,405,174.90	-668,127.26	-2,737,047.64	20%
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 OPBOD SETTLEMENT	0.00	0.00	-209,373.92	209,373.92	MOV/01
EXPENSE 23 OPBOD SETTLEMENT	0.00	0.00	0.00	0.00	
(NATIONAL OPBOD SETTLEMENT FOR LOCAL GOVERNMENTS)					
REVENUE 24 AUTOMATION PRESERVATION	-19,500.00	-19,500.00	-9,103.56	-10,396.44	47%
EXPENSE 24 AUTOMATION PRESERVATION	19,500.00	19,500.00	676.44	18,823.56	3%
(MOD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)					
REVENUE 25 PROPERTY REVALUATION	-476,629.00	-476,629.00	-3,827.15	-472,801.85	1%
EXPENSE 25 PROPERTY REVALUATION	476,629.00	476,629.00	136,236.55	297,996.44	29%
(REAPPRaisal RESERVE G.S. § 153A-150)					
REVENUE 26 ECONOMIC DEVELOPMENT	0.00	0.00	-38,945.32	38,945.32	MOV/01
EXPENSE 26 ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	MOV/01
(COMMUNITY DEVELOPMENT LOANS)					
REVENUE 27 SCHOOL PLANNING ALLOCATION	0.00	0.00	0.00	0.00	MOV/01
EXPENSE 27 SCHOOL PLANNING ALLOCATION	0.00	0.00	782,238.50	-782,538.50	MOV/01
(LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)					
REVENUE 28 FIRE TAX	-3,275,446.00	-3,275,446.00	-1,305,586.75	-1,969,859.25	40%
EXPENSE 28 FIRE TAX	3,275,446.00	3,275,446.00	1,975,334.32	1,300,111.68	59%
REVENUE 29 TOURISM	-274,029.00	-274,029.00	-101,133.86	-172,895.14	37%
EXPENSE 29 TOURISM	274,029.00	274,029.00	89,890.08	184,142.04	33%
REVENUE 30 DEBT SERVICE	-4,575,465.00	-4,575,465.00	-937,197.79	-3,638,267.21	20%
EXPENSE 30 DEBT SERVICE	4,575,465.00	4,575,465.00	1,617,075.21	2,958,389.79	35%
(DEBT SERVICE FUNDED FOR GENERAL GOVERNMENT PURPOSES)					
REVENUE 31 GRANT PROJECTS	-136,500.00	-136,500.00	-86,201.77	-50,298.23	63%
EXPENSE 31 GRANT PROJECTS	136,500.00	136,500.00	655,946.13	-735,991.63	481%
(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	9,311,177.02	-35,875.09	100%
REVENUE 33 COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	MOV/01
EXPENSE 33 COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	MOV/01
REVENUE 37 SOLID & WATER GRANT PROJECTS	0.00	-2,656,157.00	-1,000,000.00	-1,656,157.00	0%
EXPENSE 37 SOLID & WATER GRANT PROJECTS	0.00	2,656,157.00	0.00	2,316,461.09	0%
REVENUE 38 EPA BROWNFIELD GRANT	0.00	0.00	0.00	0.00	
EXPENSE 38 EPA BROWNFIELD GRANT	0.00	0.00	336.06	-336.06	
REVENUE 42 INDUSTRIAL EXPANSION	0.00	0.00	-217.52	217.52	MOV/01
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	-3,180,966.00	-3,74	-3,180,962.26	0%
EXPENSE 43 TRANSPORTATION CAPITAL PROJECTS	0.00	3,180,966.00	480,075.60	2,660,006.40	0%
(TRANSPORTATION CAPITAL PROJECTS)					
REVENUE 44 AIRPORT CAPITAL	-1,545,882.00	-1,545,882.00	-2,112,070.40	586,388.40	138%
EXPENSE 44 AIRPORT CAPITAL	1,541,000.00	1,545,882.00	13,531.80	1,532,150.20	1%

NOVEMBER 2022 BUDGET VS. ACTUAL

ACCOUNT DESCRIPTION	ORIGINAL APPROX	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE 45 CAPITAL PROJECTS	-500,000.00	-476,702.00	-1,748,655.59	771,953.59	179%
EXPENSE 45 CAPITAL PROJECTS	971,202.00	976,702.00	834,056.44	-34,109.44	85%
(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%
REVENUE 61 WATER	-3,096,145.00	-5,112,380.00	-1,876,832.31	-3,235,547.69	36%
EXPENSE 61 WATER	3,096,145.00	5,112,380.00	1,064,798.36	4,047,229.81	21%
REVENUE 62 WATER DEBT SERVICE	-982,719.00	-982,719.00	-332,293.21	-650,425.79	34%
EXPENSE 62 WATER DEBT SERVICE	982,719.00	982,719.00	332,293.21	650,425.79	34%
REVENUE 64 TRANSPORTATION	-1,245,542.00	-1,245,731.16	-295,214.04	-950,517.12	24%
EXPENSE 64 TRANSPORTATION	1,245,542.00	1,245,731.16	374,440.30	871,145.90	30%
REVENUE 65 AIRPORT	-972,220.00	-1,604,216.00	-580,069.08	-1,024,146.92	36%
EXPENSE 65 AIRPORT	972,220.00	1,604,216.00	652,902.82	331,339.29	41%
REVENUE 66 SOLID WASTE	-4,080,542.00	-4,193,484.00	-2,071,642.59	-2,121,841.41	49%
EXPENSE 66 SOLID WASTE	4,080,542.00	4,193,484.00	1,496,356.12	1,541,740.44	36%
REVENUE 69 INSURANCE	-6,222,852.00	-6,222,852.00	-2,179,021.00	-4,043,831.00	35%
EXPENSE 69 INSURANCE	6,222,852.00	6,222,852.00	2,860,711.36	3,361,140.64	43%
REVENUE REVENUES	-106,836,609.93	-124,100,008.29	-56,766,263.15	-67,339,745.14	
EXPENSE EXPENDITURES	107,338,811.93	124,100,008.29	47,760,906.41	70,268,269.84	

CASH BALANCES
FY 2023

FIRST BANK	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
CENTRAL DEPOSITORY	3,273,896.80	6,248,943.38	2,243,826.77	3,628,163.09	1,616,798.10							
MONEY MARKET ACCOUNT	9,304,954.66	9,308,116.33	9,311,177.02	1,994,860.16	1,995,886.36							
DSS TRUST	26,253.76	27,318.26	23,073.09	21,011.23	19,736.46							
TOURISM	32,875.31	11,481.65	10,263.36	28,021.46	16,916.16							
TOTAL CASH	12,637,780.57	15,996,859.62	11,598,039.26	4,578,065.52	2,661,138.09							
NC CAPITAL MANAGEMENT												
TRUST												
GENERAL FUND	56,771,697.29	73,221,509.02	71,448,841.60	77,803,783.64	77,864,184.22							
AIRPORT	471,766.06	864,746.82	700,684.97	776,262.89	696,598.65							
PROPERTY REVALUATION	293,229.30	353,709.06	357,946.06	959,949.43	341,469.16							
COUNTY BUDGETED TRUST												
FUND	276,368.25	276,069.76	277,421.82	339,847.16	340,631.47							
SOLID WASTE	2,576,904.98	2,981,426.02	2,823,121.96	2,840,142.66	2,887,902.66							
TOURISM	786,504.91	819,960.72	836,604.34	812,837.71	830,012.16							
WATER FUND	12,560,674.17	11,972,087.83	12,106,091.29	12,296,813.76	12,360,529.64							
COMMUNITY DEVELOPMENT	1,459,608.23	1,502,229.24	1,505,223.56	1,820,329.66	1,825,636.03							
INSURANCE FUND	221,446.04	221,846.86	222,269.06	222,843.91	223,489.72							
CAPITAL RESERVE												
SCHOOLS	4,789,564.61	6,056,798.04	4,447,776.11	4,776,846.33	5,089,469.02							
EMERGENCY TELEPHONE	430,631.44	486,406.84	483,274.17	476,804.70	502,820.14							
TRANSPORTATION	2,282,315.44	2,607,829.02	2,573,995.88	2,385,297.64	2,095,206.29							
CAPITAL RESERVE	997,011.73	1,497,846.43	1,483,606.06	1,502,884.02	1,400,563.96							
DUPLIN COMMONS CAPITAL												
RESERVE	642,398.42	643,594.12	644,846.80	646,466.41	648,329.86							
OPPOD SETTLEMENT												
BNY MELLON INTEREST	31.57	31.63	931,044.98	94,109.48	304,802.30							
BNY MELLON PRINCIPAL	60.42	65.54	65.07	716.68	720.66							
TOTAL CASH	84,961,874.86	102,590,836.38	100,822,797.77	107,176,280.73	106,983,643.37							
TRUST												
BOND ACCOUNT	5.00	5.00	5.00	5.00	5.00							
TOTAL CASH	5.00	5.00	5.00	5.00	5.00							
GRAND TOTAL	87,219,766.43	118,096,601.69	112,410,842.63	111,753,871.65	109,877,678.67							

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