BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, May 15th, 2023

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, May 15, 2023 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Ms. Jaime W. Carr, Assistant Register of Deeds/Deputy Clerk to the Board; Mr. Tim Wilson, County Attorney; and Ms. Tracy Chestnutt, Finance Officer.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Mr. George Futrelle, Assistant County Manager/Airport Director. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the minutes of the May 1st, 2023 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases-- #20260—20290; Acceptance of NC DHHS Division of Public Health Agreement Addendum (AA 620) for additional funding in the amount of $128,675.96; authorization for the Chairman to sign the amended Memorandum of Agreement between the Duplin County Health Department and the Duplin County Board of Education and approval of the associated budget amendment; Correction of Grade for a Secretary II Position in the Senior Services Department; Budget Amendment to Appropriate 100% State Funds to Purchase a Drone for the Sheriff's Office.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

Ms. Dorothy Cotton appeared before the Board to discuss a map she is trying to have recorded in the Duplin County Register of Deeds Office. Ms. Cotton stated she had a piece of land surveyed last July and the previous Planning Director, Ms. Elizabeth Stalls, approved the map for it to be recorded, however the current Planning Director, Mr. Rollins will not approve for the map to be recorded. She stated that he is requiring variances that can't be done because of other houses on that land. Ms. Cotton said that it is family land and she is trying to give her two (2) sons an acre each and wanted to know if the Board of Commissioners can give her some assistance.

End Public Comments

Mr. Terry Norris, Executive Director of Emerge Ministries, appeared before the Board to request a partnership with the County to produce a July 4th Celebration/ Festival on County Property managed by the Duplin County Events Center. Emerge Ministries has established a Duplin County July 4th Committee which has scheduled a third annual July 4th celebration for Saturday, July 1st, 2023, and has requested that Duplin County consider becoming a partner in putting on the event. According to Mr. Norris, if it doesn't rain there will be six (6) to eight (8) thousand people attending the celebration generating exposure to Duplin County and bringing revenue. Mr. Norris requested a letter of support for this event from the County and also wanted to know if the fee to use the grounds adjacent to the Events Center and to pay Events Center staff of $1,423.00 could be waived. No action was taken.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the board to present proposed changes to the Health Department's Bad Debt & Deceased Write-Off Policy. Following the Health Department's Fiscal Year 2023-2024 budget hearing and further discussions about the postage section of the budget, there was a recommendation to discuss with the Board of Health about changing the bad debt and deceased write-offs back to a three (3) year timeframe versus the current ten (10) year timeframe in an effort to reduce the department's cost for mailing of monthly statements. At the Health Department's March 9th, 2023, Board of Health meeting after much discussion, the Board of Health approved changing the bad debt and deceased write-offs back to a three (3) year timeframe as it was prior to the Health Department taking over the county's EMS (Emergency Medical Services) billing back in 2014. The March 9th, 2023 Board of Health meeting minutes were approved at the April 13th, 2023 meeting. Additionally, an approximate amount of $985,435.49 was presented to the Board of Health as the amount the Board of County Commissioners would write off if it is approved and accepted to move the Health Department's Bad Debt and Deceased Write-Off back to a three (3) year timeframe.

Motion was made by Commissioner Garner, approved by Commissioner Branch, carried unanimously, to approve the Duplin County Health Department's Bad Debt and Deceased Write-Off timeframe be moved to three (3) years from the current ten (10) years and to approve for any bad debt and deceased accounts prior to May 1st, 2020 to be written off.

Ms. Tracey Simmons-Kornegay, Health Director, appeared before the board to request the Board adopt a Resolution to Direct the Expenditure of Opioid Settlement Funds. Duplin County has joined the national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals. The allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"). Per the Memorandum of Agreement, E6 states the process for drawing from the special revenue funds to include budget items or resolution required and include details. From

the Fiscal Year 2023-2024 Budget Retreat, the Board of County Commissioners requested an Opioid Settlement Coordination Group be formed to discuss the county's strategy options. After several meetings, the Coordination Group would like to request the first strategy to be authorized would be Strategy #1 - Collaborative Strategic Planning from Exhibit A of the Memorandum of Agreement. Under Strategy #1, a project coordinator will be hired to oversee and manage the project, to further develop strategic plans for appropriate usage of Opioid Settlement Funds in Duplin County, and to confirm compliance with the Memorandum of Agreement. Additionally, Ms. Simmons-Kornegay would like to develop a collaboration group to assist with strategic planning to address Opioid misuse, addiction, overdose, or related issues as well as host community forums to obtain input for strategic planning to address the Opioid epidemic in Duplin County.

Motion as made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to adopt the Resolution to Direct the Expenditure of Opioid Settlement Funds and to approve the associated budget amendment in the Fiscal Year 2022-2023 budget.

Mr. Scotty Summerlin, Economic Development Director, appeared before the Board to request the adoption of a Resolution Confirming Establishment of the Duplin County Economic Development Commission (EDC) and the approval of appointments to the nine (9) member Economic Development Commission Board. In an effort to clarify the structure and make-up of the Duplin County Economic Development Commission, the long-standing body requests approval of the subject Resolution and slate of Board members. The Board has functioned in an advisory capacity to the Duplin County Economic Development Director and the Board of County Commissioners for decades. Mr. Summerlin stated that approval of the recommended Resolution and appointment to the Economic Development Board will solidify the relationship between the Duplin County Board of Commissioners and the Economic Development Commission.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to adopt the Resolution Confirming Establishment of the Duplin County Economic Development Commission and the appointment of Mr. Kenneth Smith, Mr. Dean Lee, and Mr. Glenn Cavenaugh each for a term to expire on June 30th, 2024; Mr. Roger Davis, Mr. Al Searles, and Mr. Kevin Smith each for a term to expire on June 30th, 2025; and Mr. Don Taber, Mr. Jay Carraway, and Mr. Charley Farrior each for a term to expire on June 30th, 2026 as recommended by the acting body.

Mr. Billy Ivey, Soil & Water Conservation Technician, appeared before the board to present the North East Cape Fear River Section 2- Streamflow Rehabilitation (StRAP) Contract. Mr. Daniel Steiner, DBA Snatchlt Clearing, was the low bidder for the North East Cape Fear River Section 2- Streamflow Rehabilitation (StRAP) Contract in the amount of $74,892.00. Section 2 of the North East Cape Fear River covers the area between NC Hwy 41/50 at the river bridge just south of Chinquapin to the bridge on Deep Bottom Road.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to award Daniel Steiner, DBA Snatchlt Clearing, the North East Cape Fear Section 2 Streamflow Rehabilitation (StRAP) Program Contract in the amount of $74,892.00.

Mr. Billy Ivey, Soil & Water Conservation Technician, appeared before the board to present a request that the Limestone and Muddy Creek Watershed maintenance and repairs contract between D&D Construction and Duplin County be renewed for the period July 1st, 2023 through September 30th, 2023. Douglas Sholar of D&D Construction, LLC placed a bid on the annual maintenance and repairs contract for the watershed in the amount of $133,500.00

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to renew the maintenance and repairs contract for the Limestone and Muddy Creek Watershed with D&D Construction, LLC for the period July 1st, 2023 through September 30th, 2023

Mr. Billy Ivey, Soil & Water Conservation Technician, appeared before the board to present a request that the Limestone and Muddy Creek Watershed mowing maintenance contract between Hank Bond d/b/a Han-Dy-Land Farms and Duplin County be extended for the period

December 1st, 2023 through February 29th, 2024. Hank Bond d/b/a Han-Dy-Land Farms, placed a bid on the annual mowing maintenance contract for the watershed in the amount of $51,800.00.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to extend the mowing maintenance contract for the Limestone and Muddy Creek Watershed with Hank Bond d/b/a Han-Dy-Land Farms for the period December 1st, 2023 through February 29, 2024 in the amount of $51,800.00.

Mr. George Futrelle, Assistant County Manager/Airport Director, appeared before the Board to present the Airfield Drainage Repair Project-Phase II. The Duplin County Airport received additional state grant funding for the purpose of completing Phase-II, Airfield Drainage Repairs. This is in addition to the previously funded Airfield Drainage Assessment Project and Phase I of the drainage repairs. Mr. Futrelle stated that this completes the repairs of all drainage malfunctions in the airfield drainage system. The Airport Commission and the North Carolina Department of Transportation (NCDOT)-Division of Aviation has reviewed and approved of these contracts and has recommended them for the Board of County Commissioners approval.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to approve the AVCON Contract Amendment #2 of Task Order 2021-2 in the amount of $13,868; and to approve the River Landing Builders, LLC service contract in the amount of $210,700 relating to the Airfield Drainage Repair Project-Phase II at the Duplin County Airport.

Mr. Brandon McMahon, Emergency Medical Services (EMS) Director, appeared before the Board to request the Board adopt a Resolution Proclaiming the week of May 21st, 2023 through May 27th 2023 as Emergency Medical Services week in Duplin County. This request is being made in conjunction with the 49th Annual National EMS Week which is also set to be celebrated May 21st, 2023 through May 27th, 2023. Mr. McMahon stated that this week is set aside as a time to recognize our EMS providers and the work they do here in Duplin County. This week is to recognize our EMS providers and the work they do here in the county. Mr. McMahon also presented a slide show on Duplin County's EMS system.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to adopt the Resolution Proclaiming the Week of May 21st, 2023 through May 27th, 2023 as Emergency Medical Services Week in Duplin County.

Mr. Matthew Barwick, Emergency Management Director/Fire Marshal, appeared before the Board to present a request for the approval of the Disaster Debris Monitoring & Recovery Services Request contract extension. Mr. Barwick stated that in order to qualify for federal disaster reimbursement, Duplin County must have pre-storm contracts for disaster debris monitoring and recovery in place. A Request for Proposal was advertised and awarded in 2020 to Tetra Tech, Inc. This contract is valid for three (3) years, ending June 30th, 2023, with two (2) one (1) year extension options available. Mr. Barwick requested that the first one (1) year extension be granted, to continue contract services July 1st, 2023 through June 30th, 2024.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to approve the Master Services Agreement between Duplin County, NC and Tetra Tech, Inc. for debris Monitoring and Recovery Services Amendment No. 1 extending the contract term for one (1) year from August 1st, 2023 through July 31st, 2024 and authorize the Emergency Management Director/Fire Marshal to sing same on behalf of the County.

Mr. Matthew Barwick, Emergency Management Director/Fire Marshal, appeared before the Board to present a request that the Board approve the Disaster Debris Removal and Management Services contract extension. In order to qualify for federal disaster reimbursement, Duplin County must have pre-storm contracts for disaster debris removal and management in place. A Request for Proposal was advertised and awarded in 2020 to Crowder Gulf, LLC. This contract is valid for three (3) years, ending June 30th, 2023, with two (2) one (1) year extension options available. Mr. Barwick requested that the first one (1) year extension be granted, to continue contract services July 1st, 2023 to June 30th, 2024.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to approve the contract renewal between Duplin County, NC and CrowderGulf for

Disaster Recovery and Debris Management Services extending the contract term for one (1) year with a new expiration date of July 30th, 2024 and authoring the Emergency Management Director/Fire Marshal to sign same on behalf of the County.

Mr. Matthew Barwick, Emergency Medical Director/Fire Marshal, appeared before the Board to request the County accept grant funding from the North Carolina Department of Public Safety Division of Emergency Management's (NCEM) Hazard Mitigation Grant Program (HMGP) DR4393-0071 for a School Generators Projects. In 2019 Duplin County applied to, FEMA via North Carolina Emergency Management, Hazard Mitigation Grant Program to fund construction of emergency backup power generators for shelter and critical infrastructure property. In 2021, Duplin County was awarded the grant. Pursuit of grant funded projects was delayed by COVID-19, professional engineering needs, staffing shortages in state plan review, and formal bidding and advertisement associated with federal purchasing policies. The grant period of performance extension has been approved and funding is available for two (2) of the six (6) identified locations. Due to the length of time since application, the cost of these projects has increased significantly. Mr. Barwick has submitted a request for additional funding to North Carolina Emergency Management for the remaining projects, however no response has been received with no timeline for response. Mr. Barwick requested the Board to accept the originally awarded funds, with the associated necessary budget amendment to begin pursuit of the two (2) projects that are still within budget constraints. He stated that he did confirm that the pursuit of these two (2) projects in no way ties Duplin County to the funding and completion of the remaining four (4) projects, in the event that the additional funding request is denied.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to accept NC Emergency Management Hazard Mitigation Grant Program funding in the amount of $1,337,390.00 to fund the installation of emergency backup power generators for shelters located at two (2) Duplin County government facilities and approve the associated budget amendment.

Mr. Matthew Barwick, Emergency Management Director/Fire Marshal, appeared before the Board to request that a contract be awarded to Kennedy Electrical Service, LLC for a backup generator project. Duplin County was awarded a Hazard Mitigation Grant Program (HMGP) funds through North Carolina Department of Public Safety's Emergency Management Division to fund the installation/construction of emergency backup power generators for shelter and critical infrastructure property. In pursuit of this grant, Request or Proposals were advertised for Duplin County Fuel Depot located at 111 Middleton Cemetery Lane, Kenansville, NC (serviced through Duplin County Water Department) in accordance with local, state and federal policies. One response to this advertisement was received from Kennedy Electrical Service, LLC., in the amount of $28,990.00.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to awared the contract award to Kennedy Electric Service, LLC for the installation/construction of an emergency backup power generator at the Duplin County Fuel Depot; to approve the contract between Duplin County and Kennedy Electrical Services, LLC in the amount of $28,990.00 and authorize the County Manager to sign same.

Mr. Matthew Barwick, Emergency Management Director/Fire Marshal, appeared before the Board to request that a contract be awarded to Kennedy Electrical Service, LLC for Backup generator project. Duplin County was awarded a Hazard Mitigation Grant Program (HMGP) through the North Carolina Department of Public Safety's Division of Emergency Management to fund installation/construction of emergency backup power generators for shelter and critical infrastructure property. In pursuit of this grant, Request for Proposals were advertised for Duplin County Emergency Medical Services (EMS) Station 7, located at 106 S. Pine Street, Rose Hill, in accordance with local, state and federal policies. One response to this advertisement was received from Kennedy Electrical Service, LLC., in the amount of $29,625.00.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to award the contract to Kennedy Electrical Service LLC for the installation/construction of an emergency backup power generator at the Duplin County Emergency Medical Services (EMS) Station 7, located at 106 S. Pine Street in the Town of Rose Hill, NC; to approve the contract between Duplin County and Kennedy Electrical Service, LLC in the amount of $29,625.00 and to authorize the County Manager to sign same.

Mr. Matthew Barwick, Emergency Management Director/Fire Marshal, appeared before the Board to present a request to adopt a resolution supporting Senate Bill 1175, "Supporting Accurate Views of Emergency Services Act of 2021". Senator Richard Burr introduced Senate Bill 1175 on April 15, 2021 "Supporting Accurate Views of Emergency Services Act of 2021," also known as the "911 SAVES Act", where it remains. This bill would categorize Public Safety Telecommunicators as a protective service occupation under the Standard Occupational Classification System, rendering them on par with other professionals currently classified as first responders.

Motion was made by commissioner Branch, seconded by Commissioner Garner, carried unanimously, to adopt the Resolution Supporting Senate Bill 1175, "Supporting Accurate Views of Emergency Services Act of 2021" and authorize the Chairman to sign.

Ms. Semeka Bryant-Perry, Human Resources Director, appeared before the Board to present various requested updates to the Duplin County Personnel Policy. In consultation with the County Attorney, they have reviewed several sections of the County Policy: (1) Article II.- Employment Section 15. Duration, page 26, now clearly states the duration of the probationary period when promoted; (2) Article X- Employee Benefits, Health Benefits page 129, which adds additional information regarding health insurance guidance; (3) Article X- Employee Benefits, Section 12 Employee Assistance Program (EAP) page 140, Changes to reflect the changes of Employee Assistance Program, as well as making the correction under C. Self-Referral to the EAP, listing the correct Article, Article VI should be Article VIII.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to approve the changes for Article II.- Employment Section 15. Duration page 26, Article X- Employee Benefits, Health Benefits page 129; Article X- Employee Benefits, Section 12 Employee Assistance Program (EAP) and Article VI corrected to reflect Article VIII on page 140 as requested by the Human Resource Director and approved by the County Manager.

Mr. Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to present a proposed service contract between Duplin County & Insight Planning & Development, LLC. Mr. Brinson requested that the Board enter into a service contract agreement with Insight Planning & Development, LLC for planning services in the interim period while the County searches for a new County Planner. The former County Planner, Charles Rollins, last day of employment with the County was May 12th, 2023. The County Manager is currently filling in for the County Planner but believes it would be beneficial to have a firm with planning skill and expertise to assist the public and the Duplin County Planning Board until a permanent replacement for Mr. Rollins can be named. Insight Planning & Development, LLC handles the planning services for Windsor in Bertie County and Pembroke in Robeson County on a contractual basis and have in the past handled the County planning services in Chowan County. The contract sets a limit on the payment for services not to exceed $5,000.00 a month. The contract will be terminated once a permanent County Planner is hired.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to approve a service contract between Duplin County and Insight Planning & Development, LLC for interim County Planning Department services.

Mr. Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to present the Duplin County Manager's Recommended Budget for Fiscal Year 2023-24. The County Manager's recommended FY 23-24 General Fund Budget is $66,987,768 which is in balance with the tax rate of $0.715 per $100 of assessed valuation plus a $0.02 per $100 assessed valuation to be placed in a capital reserve fund for a total tax rate of $0.735. The appropriation from the fund balance of the General Fund is $2,753,796 which accounts for 4.1% of the recommended budget. All of the Enterprise Funds are balanced with no requested changes to their fee schedules. Mr. Brinson also requested Board guidance on two (2) items that he had included in his recommended budget but which Commissioner Garner had requested be removed. The first item discussed was the requested addition of two (2) peak time employees for the E-911 Communications Department. The peak time employee would cover half of the day shift and half of the night shift. The positions have been requested due to the expected influx of calls and additional radio traffic coming into the 911 center due to the fact that the Town of Warsaw and the Town of Wallace have discontinued their police department's dispatch centers. Mr. Matthew Barwick, Emergency Management Director/Fire Marshal and Mr. Chris

Vernon, Communications Officer provided the Commissioners with information on the need for the additional employees. After much discussion the Board decided not to put those two (2) positions in the budget at this time, but the Board recommended if they see a need for those positions in the future to come before them again. The second item discussed was the Manager's request that a part-time Shelter Attendant position be made a full time position and another full time shelter attendant be added to the Animal Control Department's budget. The request was being made due to fact that the County's new Animal Care, Control & Adoption Facility which is currently under construction is anticipated to be completed and operational by the end of the calendar year. Commissioner Garner requested that the position and half for Animal Control be removed from the budget. After much discussion, the Board voted to take the position and half out of the budget and again recommended that the Animal Control Department request the positions again once the new Animal Care, Control & Adoption Facility is operational.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried 3-2 with Commissioners Garner, J. Edwards and D. Edwards voting for and Commissioners Dowe and Branch voting against the removal of the position and a half from the Animal Control budget.

The County Manager also advised the Board that the Board of Education had requested an increase in their County budget allocation in the amount of $536,155.00 which was not included in the Manager's recommended budget. After discussion it was the consensus of the Board to approve the Board of Education's request and to fund same with an additional allocation out of the County's Fund Balance in the amount of $536,155.00 and to instruct the County Manager to add it to the FY24 budget.

Mr. Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to announce that the North Carolina Association of County Commissioners (NCACC) annual conference will be held August 24th, 2023 through August 26th, 2023 in Raleigh. Mr. Brinson requested that the Board members let him know who can attend so that he could make travel arrangements for them. Commissioner's Dowe and Branch advised that they wished to attend.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to leave open session and enter into a closed session for Personnel Matters pursuant to NCGS §143-318 (a) (6).

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to leave closed session and return to open session.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards to adjourn until Monday, June 5th, 2023 at 6:00 p.m. for a Commissioners Meeting in the Ed Emory Auditorium located in the Lois Britt Agricultural Office Building at 165 Agriculture Drive; Kenansville, N.C.

Davis H. Brinson
Clerk to the Board

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Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / LINE DESCRIPTION	PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND				
2023 11 42 05/16/2023				BUA 051523C 1 2				
1	5912 22-59-5900-5912-000-40140	40140		SCHOOL CAPITAL CAPITAL EQUIPMENT	170,000.00 05/16/2023	-150,316.95	19,683.05	
2	5912 22-59-5900-5912-000-40120-	40120		SCHOOL CAPITAL CAPITAL OUTLAY FURNITURE	.00 05/16/2023	28,386.44	28,386.44	
3	5912 22-59-5900-5912-000-40130	40130		SCHOOL CAPITAL CAPITALVEHICLES	293,751.10 05/16/2023	121,930.51	415,681.61	
				** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND				
2023 11 52 05/16/2023				BUA 051523C 1 2				
1	4100 10-41-4100-0000-000-39907	39907		GENERAL FUND FUND BALANCE APP-RESV MEDICAID	-25,306.69 05/16/2023	-400.00	-25,706.69	
2	5119 10-50-5100-5119-000-41990	41990		DENTAL PROGRAMS PROFESSIONAL SERVICES	.00 05/16/2023	400.00	400.00	
				** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND				
2023 11 91 05/16/2023				BUA 051523C 1 2				
1	4520 64-70-4520-0000-000-39969	39969		TRANSPORTATION FUND BALANCE APPROPRIATED	-68,702.00 05/16/2023	-581,100.00	-649,802.00	
2	4520 64-70-4520-0000-000-45100	45100		TRANSPORTATION CAPITAL OUTLAY	210,255.00 05/16/2023	581,100.00	791,355.00	
				** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND				
2023 11 194 05/16/2023				BUA 051523C 1 2				
1	6140 10-60-6140-0000-000-39650	39650		MUSEUM AMERICAN RESCUE PLAN FUNDS	-61,954.28 05/16/2023	-61,954.28	-123,908.56	
2	6145 10-60-6140-6145-000-40121	40121		MUSEUM ARPA SALARIES	.00 05/16/2023	29,500.00	29,500.00	

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / LINE DESCRIPTION	PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND			
2023 11 194 05/16/2023				BUA 051523C 1 2			
3	6145 10-60-6140-6145-000-40182	40182		MUSEUM ARPA RETIREMENT	.00 05/16/2023	2,920.80	2,920.80
4	6145 10-60-6140-6145-000-40181	40181		MUSEUM ARPA SOCIAL SECURITY	.00 05/16/2023	2,256.75	2,256.75
5	6145 10-60-6140-6145-000-41990	41990		MUSEUM ARPA PROFESSIONAL SERVICES	5,000.00 05/16/2023	3,000.00	8,000.00
6	6145 10-60-6140-6145-000-42600	42600		MUSEUM ARPA OFFICE SUPPLIES	2,000.00 05/16/2023	2,314.28	4,314.28
7	6145 10-60-6140-6145-000-42980	42980		MUSEUM ARPA PROGRAM SUPPLIES	3,000.00 05/16/2023	5,000.00	8,000.00
8	6145 10-60-6140-6145-000-43110	43110		MUSEUM ARPA TRAVEL	2,000.00 05/16/2023	2,500.00	4,500.00
9	6145 10-60-6140-6145-000-43250	43250		MUSEUM ARPA POSTAGE	.00 05/16/2023	1,500.00	1,500.00
10	6145 10-60-6140-6145-000-43510	43510		MUSEUM ARPA REPAIRS BUILDING AND GROUNDS	45,000.00 05/16/2023	8,119.20	53,119.20
11	6145 10-60-6140-6145-000-43910	43910		MUSEUM ARPA MARKETING	954.28 05/16/2023	1,243.25	2,197.53
12	6145 10-60-6140-6145-000-43912	43912		MUSEUM ARPA PRINTING	3,000.00 05/16/2023	3,000.00	6,000.00
13	6145 10-60-6140-6145-000-44300	44300		MUSEUM ARPA RENT	1,000.00 05/16/2023	600.00	1,600.00
				** JOURNAL TOTAL		0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND			
2023 11 204 05/16/2023				BUA 051523C 1 2			
1	5830 10-50-4310-5830-000-35832	35832	JCPC	JCPC JCPC FUNDS	-197,745.00 05/16/2023	-21,912.00	-219,657.00
2	5830 10-50-4310-5830-000-49400-	49400	JCPC	JCPC YOUTH SHELTER	2,780.00 05/16/2023	-2,780.00	.00

0209

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT / PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2			SRC JNL-DESC ENTITY AMEND				
2023 11	204 05/16/2023		BUA 051523C 1 2				
3	5830	49402	JCPC	BUILDING PEACE IN SCHOOLS	72,625.00	5,113.00	77,738.00
	10-50-4310-5830-000-49402-			05/16/2023			
4	5830	49404	JCPC	DNA Structured Day Program	17,435.00	34,565.00	52,000.00
	10-50-4310-5830-000-49404			05/16/2023			
5	5830	49401	JCPC	JUVENILE PSYCH SERVICES	7,841.00	2,309.00	10,150.00
	10-50-4310-5830-000-49401-			05/16/2023			
6	5830	41700	JCPC	BOARD EXPENSE	2,980.00	-1,480.00	1,500.00
	10-50-4310-5830-000-41700-			05/16/2023			
7	5830	49403	JCPC	RESTITUTION TEEN COURT	94,084.00	-15,815.00	78,269.00
	10-50-4310-5830-000-49403-			05/16/2023			
				** JOURNAL TOTAL		0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2			SRC JNL-DESC ENTITY AMEND				
2023 11	206 05/16/2023		BUA 051523C 1 2				
1	7549	35207	Drainage Assessment	STATE AIRPORT GRANT	-9,273.00	-202,111.00	-211,384.00
	44-45-4530-7549-000-35207			05/16/2023			
2	7549	35107	Drainage Assessment	COUNTY MATCH AIRPORT	-4,260.00	-22,457.00	-26,717.00
	44-45-4530-7549-000-35107			05/16/2023			
3	7549	41040	Drainage Assessment	ENGINEERING SERVICES	4,231.00	13,868.00	18,099.00
	44-45-4530-7549-000-41040			05/16/2023			
4	7549	41060	Drainage Assessment	CONSTRUCTION	41,000.00	210,700.00	251,700.00
	44-45-4530-7549-000-41060			05/16/2023			
				** JOURNAL TOTAL		0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 11 42					CAPITAL EQUIPMENT		5		150,316.95
BUA 5912-40140 05/16/2023	051523C					T			
BUA 5912-40120 05/16/2023	051523C				CAPITAL OUTLAY FURNITURE	T	5	28,386.44	
BUA 5912-40130 05/16/2023	051523C				CAPITALVEHICLES	T	5	121,930.51	
					JOURNAL 2023/11/42 TOTAL			.00	.00
2023 11 52									
BUA 4100-39907 05/16/2023	051523C				FUND BALANCE APP-RESV MEDICAID	T	5		400.00
BUA 5119-41990 05/16/2023	051523C				PROFESSIONAL SERVICES	T	5	400.00	
					JOURNAL 2023/11/52 TOTAL			.00	.00
2023 11 91									
BUA 4520-39969 05/16/2023	051523C				FUND BALANCE APPROPRIATED	T	5		581,100.00
BUA 4520-45100 05/16/2023	051523C				CAPITAL OUTLAY	T	5	581,100.00	
					JOURNAL 2023/11/91 TOTAL			.00	.00
2023 11 194									
BUA 6140-39650 05/16/2023	051523C				AMERICAN RESCUE PLAN FUNDS	T	5		61,954.28
BUA 6145-40121 05/16/2023	051523C				SALARIES	T	5	29,500.00	
BUA 6145-40182 05/16/2023	051523C				RETIREMENT	T	5	2,920.80	
BUA 6145-40181 05/16/2023	051523C				SOCIAL SECURITY	T	5	2,256.75	
BUA 6145-41990 05/16/2023	051523C				PROFESSIONAL SERVICES	T	5	3,000.00	
BUA 6145-42600 05/16/2023	051523C				OFFICE SUPPLIES	T	5	2,314.28	
BUA 6145-42980 05/16/2023	051523C				PROGRAM SUPPLIES	T	5	5,000.00	
BUA 6145-43110 05/16/2023	051523C				TRAVEL	T	5	2,500.00	
BUA 6145-43250 05/16/2023	051523C				POSTAGE	T	5	1,500.00	

0210

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
BUA 6145-43510 05/16/2023 051523C	REPAIRS BUILDING AND GROUNDS	T	S	8,119.20	
BUA 6145-43910 05/16/2023 051523C	MARKETING	T	S	1,243.25	
BUA 6145-43912 05/16/2023 051523C	PRINTING	T	S	3,000.00	
BUA 6145-44300 05/16/2023 051523C	RENT	T	S	600.00	
	JOURNAL 2023/11/194 TOTAL			.00	.00
2023 11 204 BUA 5830-35832 05/16/2023 051523C	JCPC FUNDS	T	S		21,912.00
BUA 5830-49400 05/16/2023 051523C	YOUTH SHELTER	T	S		2,780.00
BUA 5830-49402 05/16/2023 051523C	BUILDING PEACE IN SCHOOLS	T	S	5,113.00	
BUA 5830-49404 05/16/2023 051523C	DNA Structured Day Program	T	S	34,565.00	
BUA 5830-49401 05/16/2023 051523C	JUVENILE PSYCH SERVICES	T	S	2,309.00	
BUA 5830-41700 05/16/2023 051523C	BOARD EXPENSE	T	S		1,480.00
BUA 5830-49403 05/16/2023 051523C	RESTITUTION TEEN COURT	T	S		15,815.00
	JOURNAL 2023/11/204 TOTAL			.00	.00
2023 11 206 BUA 7549-35207 05/16/2023 051523C	STATE AIRPORT GRANT	T	S		202,111.00
BUA 7549-35107 05/16/2023 051523C	COUNTY MATCH AIRPORT	T	S		22,457.00
BUA 7549-41040 05/16/2023 051523C	ENGINEERING SERVICES	T	S	13,868.00	
BUA 7549-41060 05/16/2023 051523C	CONSTRUCTION	T	S	210,700.00	
	JOURNAL 2023/11/206 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

1120

LL 5-8-23
TC 5-8-23

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE MAY 15, 2023

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
20260	BRICE, JAMES E. & WF MARY C. BRICE	10		2022	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	CHARGED 1 TOO MANY HOG HOUSES IN ERROR
20261	BRICE, JAMES E. & WF MARY C. BRICE	10		2021	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	CHARGED 1 TOO MANY HOG HOUSES IN ERROR
20262	BRICE, JAMES E. & WF MARY C. BRICE	10		2020	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	CHARGED 1 TOO MANY HOG HOUSES IN ERROR
20263	BRICE, JAMES E. & WF MARY C. BRICE	10		2019	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	CHARGED 1 TOO MANY HOG HOUSES IN ERROR
20264	BRICE, JAMES E. & WF MARY C. BRICE	10		2018	0988050	$ 1,435.72					$ 1,435.72	CHARGED 1 TOO MANY HOG HOUSES IN ERROR
20265	AVILEZ, CASTANEDA	02		2022	0179839	$ 15.59	$ 0.44		$ 1.60		$ 17.63	SWMH DOUBLE LISTED
20266	AVILEZ, CASTANEDA	02		2021	0179839	$ 15.59	$ 0.44		$ 1.60		$ 17.63	SWMH DOUBLE LISTED
20267	AVILEZ, CASTANEDA	02		2020	0179839	$ 16.66	$ 0.47		$ 1.71		$ 18.84	SWMH DOUBLE LISTED
20268	AVILEZ, CASTANEDA	02		2019	0179839	$ 18.45	$ 0.52		$ 1.90		$ 20.87	SWMH DOUBLE LISTED
20269	AVILEZ, CASTANEDA	02		2018	0179839	$ 20.31			$ 2.03		$ 22.34	SWMH DOUBLE LISTED
20270	AVILEZ, CASTANEDA	02		2017	0179839	$ 21.75			$ 2.18	$ 90.00	$ 113.93	SWMH DOUBLE LISTED
20271	AVILEZ, CASTANEDA	02		2016	0179839	$ 25.33			$ 2.53	$ 90.00	$ 117.86	SWMH DOUBLE LISTED
20272	AVILEZ, CASTANEDA	02		2015	0179839	$ 28.11			$ 2.81	$ 90.00	$ 120.92	SWMH DOUBLE LISTED
20273	AVILEZ, CASTANEDA	02		2014	0179839	$ 30.37			$ 3.04	$ 90.00	$ 123.41	SWMH DOUBLE LISTED
20274	CAVENAUGH, JAMES OTTIS	09	F-09	2022	1757375	$ 144.02	$ 4.03	$ 18.13			$ 166.18	SOLD TWO BOATS
20275	CAVENAUGH, JAMES OTTIS	09	F-09	2021	1757375	$ 144.02	$ 4.03	$ 18.13			$ 166.18	SOLD TWO BOATS
20276	NOBLES, RONALD GRAY	08	F-05	2022	6432057	$ 158.02	$ 4.42	$ 11.05			$ 173.49	COMBINED WITH PARCEL 08-2585
20277	NOBLES, RONALD GRAY	08	F-05	2021	6432057	$ 158.02	$ 4.42	$ 11.05			$ 173.49	COMBINED WITH PARCEL 08-2585
20278	NOBLES, RONALD GRAY	08	F-05	2020	6432057	$ 158.02	$ 4.42	$ 11.05			$ 173.49	COMBINED WITH PARCEL 08-2585
20279	NOBLES, RONALD GRAY	08		2019	6432057	$ 158.02	$ 4.42				$ 162.44	COMBINED WITH PARCEL 08-2585
20280	NOBLES, RONALD GRAY	08		2018	6432057	$ 158.02					$ 158.02	COMBINED WITH PARCEL 08-2585
20281	TURNER, RODNEY	06	F-16	2022	8855265	$ 281.71	$ 7.88	$ 27.58			$ 317.17	DID NOT OWN DWMH
20282	TURNER, RODNEY	06		2021	8855265	$ 281.71	$ 7.88				$ 289.59	DID NOT OWN DWMH
20283	TURNER, RODNEY	06		2020	8855265	$ 281.71	$ 7.88				$ 289.59	DID NOT OWN DWMH
20284	TURNER, RODNEY	06		2019	8855265	$ 281.71	$ 7.88				$ 289.59	DID NOT OWN DWMH
20285	TURNER, RODNEY	06		2018	8855265	$ 281.71					$ 281.71	DID NOT OWN DWMH
20286	TURNER, RODNEY	06		2017	8855265	$ 273.83					$ 273.83	DID NOT OWN DWMH
20287	TURNER, RODNEY	06		2016	8855265	$ 289.08					$ 289.08	DID NOT OWN DWMH
20288	TURNER, RODNEY	06		2015	8855265	$ 289.08					$ 289.08	DID NOT OWN DWMH
20289	TURNER, RODNEY	06		2014	8855265	$ 289.08					$ 289.08	DID NOT OWN DWMH
20290	TURNER, RODNEY	06		2013	8855265	$ 285.12					$ 285.12	DID NOT OWN DWMH
	GRAND TOTAL					**$ 4,105.04**	**$ 59.13**	**$ 96.99**	**$ 19.40**	**$ 360.00**	**$ 4,640.56**	

SUBMITTED BY: _____ **FINAL APPROVAL BY:** _____ **DATE APPROVED:** May 15, 2023

20260	BRICE, JAMES E. & WF MARY C. BRICE	10		2022	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	VOID-RELEASE INCORRECT-TO BE DONE ON A LATER DATE
20261	BRICE, JAMES E. & WF MARY C. BRICE	10		2021	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	VOID-RELEASE INCORRECT-TO BE DONE ON A LATER DATE
20262	BRICE, JAMES E. & WF MARY C. BRICE	10		2020	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	VOID-RELEASE INCORRECT-TO BE DONE ON A LATER DATE
20263	BRICE, JAMES E. & WF MARY C. BRICE	10		2019	0988050	$ 1,435.72	$ 40.16				$ 1,475.88	VOID-RELEASE INCORRECT-TO BE DONE ON A LATER DATE
20264	BRICE, JAMES E. & WF MARY C. BRICE	10		2018	0988050	$ 1,435.72					$ 1,435.72	VOID-RELEASE INCORRECT-TO BE DONE ON A LATER DATE

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department:	Meeting Date:
Tracey Simmons-Komegay/Health Department	May 15, 2023

Subject: AA 620 – Duplin County Board of Education - Amendment

Summary, explanation and background:

Recently, the Duplin County Health Department was approved by NC DPH to provide an additional $128,675.96 to Duplin County Board of Education to cover the expenses for the nurse extender contracted positions and school nurses' COVID-19 differential pay as part of the ARPA COVID-19 School Health Team Workforce AA 620.

The Duplin County Health Department and Duplin County Board of Education MOA for AA 620 was entered into on April 18, 2023 by both parties.

AA 620 provides temporary funding for the Local Health Department (LHD) to strengthen and maintain a strong and inclusive school health team (e.g., school nurse, health educator, school mental health professional, school social worker, and other school health-serving positions) to provide services to students; training and professional development for school health professionals; and other school health workforce capacity-building measures as needed and allowable.

Requested Action:

- Approval of an amendment to the MOA between Duplin County Health Department and Duplin County Board of Education to provide Duplin County BOE with an additional $128,675.96 to cover the nurse extender contracted positions and school nurses' COVID-19 differential pay.
- Approval to sign the MOA amendment related to this funding pending approval by the county attorney.
- Approval of the budget amendment for 2022-2023.

Budget impact for this fiscal year: (Funds available, allocation needed, etc.)

- None

Budget impact for subsequent years: (Funds available, allocation needed, etc.)

- None

Time needed to explain to Commissioners:

- Consent Agenda

Attachments:

MOA DCS - DCHD
AA 620 FY 2022-2023

Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is noon on the Wednesday preceding the meeting by the agenda

MEMORANDUM OF AGREEMENT

BETWEEN

DUPLIN COUNTY HEALTH DEPARTMENT

AND

DUPLIN COUNTY BOARD OF EDUCATION

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into this the 18th day of April 2023 by and between Duplin County Health Department (hereinafter "Duplin Health") and the Duplin County Board of Education (hereinafter "Duplin BOE") for the use of American Rescue Plan Act (hereinafter "ARPA") funds in Duplin County schools.

WITNESSETH:

WHEREAS, on March 11, 2021, United States President Joe Biden signed into law the American Rescue Plan Act ("ARPA") of 2021, which provides relief to address the continued impact of COVID-19 on the economy, public health, local governments, individuals, and businesses;

WHEREAS, ARPA funds were designated to recruit, hire, establish, expand, train, and sustain a public health workforce, which includes school nurses and other school health professionals, utilizing a two-year budget process to allow time to develop solutions for a more sustained public health workforce;

WHEREAS, school health is a recognized component of the public health effort for the school aged population, and public health and education are necessary partners in the operation of safe and healthy schools;

WHEREAS, pursuant to North Carolina Division of Public Health Agreement Addendum 620 ("AA-620") ARPA COVID-19 School Health Team Workforce for Fiscal Year 2022-2023 ("AA-620"), Duplin Health received $195,240.00 in temporary ARPA funding to be utilized to strengthen and maintain a strong and inclusive school health team;

WHEREAS, Duplin Health has approved use of $66,564.04 of the available ARPA funds to be used for the purchase of equipment for Duplin County school nurses;

WHEREAS, the parties agree that the $66,564.04 of ARPA funds will specifically be used for health assessments and wellness checks intended for early detection of post-COVID complications in both students and staff in Duplin County schools;

WHEREAS, AA-620 and Duplin Health's AA-620 Justification, which includes a budget overview for proposed spending, are attached hereto and incorporated herein by reference; and

NOW, THEREFORE, TO THAT END and in consideration of the mutual covenants and agreement contained hereinafter, the parties understand, acknowledge, and stipulate to the following:

1. Duplin Health shall, using ARPA funds pursuant to AA-620, reimburse Duplin BOE for expenditures made during Fiscal Year 2022-2023 for equipment needed to perform health assessments and wellness checks for early detection of post-COVID complications in students and staff, in an amount not to exceed $66,564.04.

2. Duplin BOE shall submit detailed invoices, price quotes, receipts and any other documentation requested by Duplin Health or the Duplin County Finance Department in response to any reimbursement request made pursuant to this Agreement.

3. Duplin BOE shall not seek reimbursement under this Agreement for any item or service that falls outside the scope of this Agreement or the attachments thereto.

4. Duplin BOE represents that, to the extent it applies for ARPA funds pursuant to this Agreement, those funds are for items or services that have been purchased or provided in strict accordance with this Agreement and the attachments thereto.

5. To the fullest extent permitted by law, Duplin BOE shall indemnify and hold Duplin Health harmless from and against all claims, suits, damages, losses, and expenses - direct, indirect, or consequential (including but not limited to attorney's fees) - arising out of or in any way related to this Agreement.

6. This Agreement may be terminated by either party at any time, with or without cause, by providing notice of termination in writing to the other at the following address:

Duplin County Health Director
340 Seminary Street
Kenansville, NC 28349

Duplin County Board of Education
315 N. Main St.
Kenansville, NC 28349

7. Both parties shall cooperate in good faith in fulfilling the terms of this Agreement.

8. This document constitutes the full understanding of the parties and no term, condition, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party.

9. This Agreement, and each covenant herein, shall not be capable of assignment, without the express written consent of both parties.

10. This Agreement constitutes a final written expression of all terms of this Agreement and is complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Duplin County

Dexter B. Edwards, Chairman

May 1st, 2023
Date

Duplin County Board of Education

4-19-2023
Date

Finance Officer

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act

ARPA Public Health Workforce Grant — Allowability Request to CDC

Summary Description: Describe the activity you are proposing to fund using ARPA PHWF dollars:
Health assessments and wellness checks for early detection of post covid complications of students and staff.
Describe how this activity supports recovery from/ readiness for COVID-19:
Studies have shown that post-COVID patients have developed heart and kidney problems and hearing and vision abnormalities in school-aged children and adults. By monitoring blood pressure and screening for vision and hearing, we hope to identify and detect complications early and be able to access health care more quickly. The SPOT screeners would be used for students who fail their initial chart vision screening and for disabled students or students who were delayed or uncooperative with a chart screening. This screening would speed up the time for students to get secured vision care for our students. As we know treatment outcomes are much more successful the earlier a problem is detected. We are requesting the School Health early intervention combo kit which includes a SPOT vision screener, Welch Allyn OAE, and a Welch Allyn OAE printer with paper however does not include the vision printer.
Describe how this activity strengthens the public health workforce in North Carolina:
This activity will strengthen and update our nursing assessment skills and tools to detect post-COVID complications with school-age kids and adults. Early detection will enhance access to early intervention and treatment in our rural area.
Which of the following grant priorities does this activity address? [staffing/hiring, training, diversity/equity, workforce capacity building, staff retention] **How will this activity address these priorities?**
Being in a rural area this will provide equity among our student and staff population who would have limited access to healthcare services that provide wellness screenings and early detection services. Early detection with the early intervention will help with staff retention and limit absenteeism. These funds will also help us increase our knowledge skills of assessment and detection for post covid complications.

Please provide a budget overview for the proposed activity:

Item	Description	Budget
12	1036784-Connex SPOT monitor W/sure B/P	31,639.68
2	52909- wireless printer for SPOT vision screener	604.10
2	1007189-SH early intervention combo kit C WA/OAE	28,395.98
12	1036779-SPOT 4400 mobile stand	5,042.76
12	56296-flexiport reusable double tube SM child cuff	403.80
12	56300-flexiport reusable double tube LG adult cuff	477.72
	TOTAL	66,564.04

Division of Public Health
Agreement Addendum
FY 22-23

Duplin County Health Department
Local Health Department Legal Name

Women's & Children's Health/Children & Youth
DPH Section / Branch Name

620 ARPA COVID-19 School Health Team Workforce
Activity Number and Description

Jenifer Simone, 919-218-1095
Jenifer.simone@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2022 – 05/31/2023
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2022 – 06/30/2023
Payment Period

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision #** ___

I. Background:

On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response[1] to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train, and sustain a public health workforce, which includes school nurses and other school health professionals. Recipients will operate under a two-year budget process in order to allow time to develop solutions for a more sustained public health workforce.

School health is a recognized component of the public health effort for the school aged population. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs, 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce development.

[1] https://www.cdc.gov/cpr/readiness/funding-crisis.htm

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name:
Phone number with area code:
Email address:

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

II. **Purpose:**

This Agreement Addendum provides temporary funding for the Local Health Department (LHD) to strengthen and maintain a strong and inclusive school health team (e.g., school nurse, health educator, school mental health professional, school social worker, and other school health-serving positions) to provide services to students; training and professional development for school health professionals; and other school health workforce capacity building measures as needed and allowable.

People in these positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 response, recovery, and resiliency support in schools. These people will contribute to strengthening school health as part of a local health system ready for the next public health challenge. To achieve this, the LHD may apply these funds to support positions, training, or other capacity-building investments.

III. **Scope of Work and Deliverables:**

The Local Health Department (LHD) shall:

1. Support the employment of one or more school health team workforce positions (e.g., school nurse, school social worker, health educator, mental health professional). Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.
   a. Establish position descriptions for the positions consistent with licensure requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:
      1. COVID-19 response and recovery related engagement in student and school health/public health efforts consistent with position type supported.
      2. The provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
      3. Describing how the position contributes to a strong and inclusive school health workforce.
2. Support training and professional development opportunities for school health professionals and school faculty to strengthen the capacity of the school health workforce and ensure an inclusive and supportive professional environment. Descriptions of planned training and professional development investments should include:
   a. How the investment relates to efforts to respond to or recover from COVID-19, including preparedness for future public health events
   b. How the investment contributes to building a strong and inclusive school health workforce.
3. Make investments as needed to build school health workforce capacity (i.e., systems for managing data, technical assistance, or consulting contracts) to amplify the capacity of school health teams, such as removing barriers to services for students, improving efficiency and cohesiveness of team members, and supporting quality improvement activities. Provide descriptions of any capacity building investments, addressing the following:
   a. How the investment relates to efforts to respond to or recover from COVID-19, including preparedness for future public health events
   b. How the investment contributes to building a strong and inclusive school health workforce.

4. Adhere to the following service quality measures:
   a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
   b. Services are provided in a culturally sensitive manner.
   c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

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

1. **Performance Measures**
   a. Hiring
      1. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
      2. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard. (The URL is listed in Paragraph 2).
      3. Report on demographics of applicants and newly hired employees in Smartsheet Dashboard.
   b. Training
      1. Create, organize, or expand access to trainings that enhance the capacity toward strengthening the school health workforce.
      2. Upload training description and attendee data supported in full or in part with these funds into the Smartsheet Dashboard.
   c. Other capacity building investments:
      1. Reduce barriers and demonstrate how the investment improves school health workforce staff capability.
      2. Provide ease of reporting for school health team activities and services provided. Upload investment area description supported in full or in part with these funds into the Smartsheet Dashboard.
2. **Reporting Requirements**

Complete the following reports via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb. All of the due dates for these reports are posted on the Smartsheet dashboard.

a. **Monthly Financial Reports**: The monthly financial reports will report on the prior month. The reports will be monthly, starting with the June 2022 report, which is due by July 22, 2022.

b. **Quarterly Performance Reports**: These will report about the prior quarter's progress on implementing the Agreement Addendum's required hiring of positions. The first progress report is due on October 24, 2022 and it must include an estimated timeline for completion of this

Agreement Addendum's FY 22-23 deliverables. The quarterly periods for these progress reports are defined as:

- June – September 2022 (4 months)
- October – December 2022 (3 months)
- January – March 2023 (3 months)
- April – May 2023 (2 months)

Each Quarterly Performance Report shall note whether LHD intends to hire the position directly, subcontract with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contract the position, or other. Other information provided by each report is to include:

1. Overall Goal and actual number of positions hired, both full time and part time. Race and ethnicity for applicants and actual staff hired shall be entered into Smartsheet according to CDC accepted protocol for race, ethnicity and gender including metrics on number of successful hires in relation to hiring goals.
2. Hiring activity type: direct hire, community-based organization hire, contracted hire, other.
3. Types of positions hired: If school nurse or school nurse extender positions are employed, activities provided by these positions shall be reported on the 2022-23 North Carolina Annual School Health and Charter School Health Surveys in December 2022 and June 2023. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
4. Locations/school assignments of positions hired.
5. The due dates are posted on the Smartsheet dashboard.

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

1. The Children and Youth Branch will monitor the Local Health Department's performance according to the following plan:
   a. The RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
   b. The RSHNC will monitor recruitment and hiring through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
   c. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.
   d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2022-23 North Carolina Annual School Health and Charter School Health Surveys in December 2022 and June 2023.
   e. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2023), and a copy made available to the Local Health Director.

VI. **Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in

the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.

3. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.

4. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable uses listed.

5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the LHD agrees as applicable to the award, to:
   a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
   b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
   c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf.
   d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.

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e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

2. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
   a. Federal Uniform Administrative Requirements for Procurement. 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326
   b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii

3. Unallowable costs:
   a. Research
   b. Clinical Care
   c. Publicity and propaganda (lobbying):
      1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
         a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
         b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
   d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

FY23 - FAS federal award supplement

Activity Nbr + Name: 620 ARPA School Health Team Workforce

FAS Nbr + Reason: 1 This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: 93.354 Public Health Emergency Response: Public Health Crisis Reponse

IDC rate: n/a FAIN: NU90TP922192 Is award R&D?: no Fed awd's total amt: $ 62,340,758

Fed award project description: Cooperative Agreement for Emergency Resonse: Public Health Crisis and Prevention

Fed awd date + awarding agency: 05-19-21 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Funds from the federal grant listed above	For the entire Activity, the of all total federal funds
Alamance	MBM7W22SN3W8	965194483	$ 215,614	$ 215,614
Albemarle	WAAVS51PNMK3	130537822	$ 668,845	$ 668,845
Alexander	XVEEJSNY7UX9	830495185	$ 89,668	$ 89,668
Anson	PK8UYTSNJCC3	847163829	$ 134,542	$ 134,542
Appalachian	CD7BFHB8N539	788131541	$ 203,860	$ 203,860
Beaufort	RN1SXFD4LXN6	891567776	$ 95,352	$ 95,352
Bladen	TLCTJWDJH1H9	084171628	$ 152,727	$ 152,727
Brunswick	MJBMXLN9NJT5	891571349	$ -	$ -
Buncombe	W5TCDKMLHE69	879203560	$ 202,174	$ 202,174
Burke	G855APCNLS91	883321285	$ 168,001	$ 168,001
Cabarrus	RXDXNEJKJFU7	143488289	$ 276,598	$ 276,598
Caldwell	HL4FGNJNGE97	948113482	$ 120,758	$ 120,758
Carteret	UC6NJ2MQMJS8	058735804	$ 87,009	$ 87,009
Caswell	JDJ7Y7CGYC86	077846853	$ 70,021	$ 70,021
Catawba	GYUNA9N1NFM1	083677138	$ 159,363	$ 159,363
Chatham	KE57QE2GVSF1	131356687	$ 100,623	$ 100,623
Cherokee	DCEGK6HA11M5	130705872	$ -	$ -
Clay	HYKLQVN6MLXK7	145058231	$ 30,338	$ 30,338
Cleveland	UMMUYMPVL483	879924850	$ 112,741	$ 112,741
Columbus	V1UAJ4L87WQ7	040048016	$ 168,551	$ 168,551
Craven	LTZ2U8LZQ214	091564294	$ 168,471	$ 168,471
Cumberland	HALND8NJ3GW4	123914376	$ 383,842	$ 383,842
Dare	ELV6JGB11QK6	082358631	$ 46,294	$ 46,294
Davidson	C9P5MDJC7KY7	077839744	$ 206,123	$ 206,123
Davie	L8WBGLHZV239	076526651	$ 82,730	$ 82,730
Duplin	KZN4GKS262K3	095124798	$ 195,240	$ 195,240
Durham	LJSBA6U2HLM7	088564875	$ 262,706	$ 262,706
Edgecombe	MAN4LX44AD17	093125375	$ 163,995	$ 163,995
Foothills	NGTEF2MQ8LL4	782359084	$ 236,824	$ 236,824
Forsyth	V6BGVQ67YPY5	185316439	$ 380,910	$ 380,910
Franklin	FFKTRQCNN143	084168632	$ 106,892	$ 106,892
Gaston	QKY9R8A8D5J6	071062186	$ 235,245	$ 235,245
Graham	L8MAVKQJTYN7	828952383	$ 70,901	$ 70,901
Granville-Vance	MGQJKK22EJB3	863347626	$ 277,774	$ 277,774
Greene	VCU5LD71N9U3	091564591	$ 164,892	$ 164,892
Guilford	YBEQMGFJPMJ3	071563613	$ 473,213	$ 473,213
Halifax	MRL8MYNJJ3Y5	014305957	$ 157,660	$ 157,660
Harnett	JBDCD9V41BX7	091565986	$ 120,328	$ 120,328
Haywood	DQHZEVAV95GS	078628232	$ -	$ -
Henderson	TG5AR81JLFQ5	085021478	$ -	$ -
Hoke	C1GWSADARX51	091563643	$ -	$ -
Hyde	T2RSYN36NN64	832526243	$ -	$ -
Iredell	XTNRLKJLA4S9	874584507	$ -	$ -

FY23 – FAS federal award supplement

Activity Nbr + Name: 620 ARPA School Health Team Workforce

FAS Nbr + Reason: 1 This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: 93.354 Public Health Emergency Response: Public Health Crisis Response

IDC rate: n/a FAIN: NU90TP922192 Is award R&D?: no Fed awd's total amt: $ 62,340,758

Fed award project description: Cooperative Agreement for Emergency Response: Public Health Crisis and Prevention

Fed award date + awarding agency: 05-19-21 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Funds from the federal grant listed above	For the entire Activity, the of all total federal funds
Jackson	X7YWNY6ZP574	019728518	$ 76,659	$ 76,659
Johnston	SYGAGEFDHYR7	097599104	$ 266,415	$ 266,415
Jones	HE3NNNUE27M7	095116935	$ 114,931	$ 114,931
Lee	F6A8UC99JWJ5	067439703	$ 157,465	$ 157,465
Lenoir	QKUFL37VPGH6	042789748	$ 191,823	$ 191,823
Lincoln	UGGQGSSKBGJ5	086869336	$ -	$ -
Macon	LLPJBC6N2LL3	070626825	$ 60,536	$ 60,536
Madison	YQ96F8BJYTJ9	831052873	$ -	$ -
MTW	ZKK5GNRNBBY6	087284173	$ 316,935	$ 316,935
Mecklenburg	EZ15XL6BMM68	074498353	$ 865,611	$ 865,611
Montgomery	E78ZAJM3BFL3	025384683	$ -	$ -
Moore	HFNSK95FS7Z8	050888146	$ -	$ -
Nash	NF58K566HQM7	050425677	$ -	$ -
New Hanover	F7TLT2GMEJE1	040029563	$ -	$ -
Northampton	CRA2KCAL8BA4	097594477	$ -	$ -
Onslow	EGE7NBXN5JS6	172663270	$ 225,924	$ 225,924
Orange	GFFMCM9XDA53	091575191	$ 164,360	$ 164,360
Pamlico	FT59QFEAU344	097680456	$ 84,537	$ 84,537
Pender	T11BE678U9P5	180955413	$ 104,598	$ 104,598
Person	FQ8LFJGMABJ4	091563718	$ 108,006	$ 108,006
Pitt	VZNPMCLFT5R6	080889694	$ 214,091	$ 214,091
Polk	QZ6BZPGLX4Y9	079067930	$ 53,981	$ 53,981
Randolph	T3BUM1CVS9N5	027873132	$ -	$ -
Richmond	Q63FZNTJM3M4	078621339	$ 147,431	$ 147,431
Robeson	LKBEJQFLAAK5	082367871	$ 2,535	$ 2,535
Rockingham	KGCCCHJJZZ43	077847143	$ 138,273	$ 138,273
Rowan	GCB7UCV96NW6	074494014	$ 93,034	$ 93,034
Sampson	WRT9C5K1KJY5	825573975	$ 164,137	$ 164,137
Scotland	FNVTCUQGCHM5	091564146	$ 164,861	$ 164,861
Stanly	U86MZUYPL7C5	131060829	$ 100,034	$ 100,034
Stokes	W41TRA3NUNS1	085442705	$ 58,599	$ 58,599
Surry	FMWCTM24C9J8	077821858	$ 145,793	$ 145,793
Swain	TAE3M92L4QR4	146437553	$ 98,306	$ 98,306
Toe River	JUA6GAUQ9UM1	113345201	$ 120,701	$ 120,701
Transylvania	W51VGHGMB945	030494215	$ 41,471	$ 41,471
Union	LHMKBD4AGRJ5	079051637	$ 261,457	$ 261,457
Wake	FTJ2WJPLWMJ3	019625961	$ -	$ -
Warren	TLNAU5CNHSU5	038239953	$ 120,224	$ 120,224
Wayne	DACFHCLQKMS1	040036170	$ 229,304	$ 229,304
Wilkes	M14KKHY2NNR3	067439950	$ 124,848	$ 124,848
Wilson	ME2DJHMYWG55	075585695	$ 181,755	$ 181,755
Yadkin	PLCDT7JFA8B1	089918624	$ 106,779	$ 106,779
Yancey	M45JK9AKVEZ8		$ 61,484	$ 61,484

 UEI = Unique Entity Identifier

DPH-Aid-To-Counties Per Fiscal Year: 2023 Budgetary Estimate Number: 12

Activity 620 / Service Period / Payment Period	AA	1332 SSA YR 06/01-05/31 07/01-06/30	Total Allocation	Proposed Total	New Total
01 Alamance	0	215,614	$0.00	215,614	215,614
02 Alexander	0	69,845	$0.00	69,845	69,845
03 Alleghany	0	69,695	$0.00	69,695	69,695
04 Anson	0	134,542	$0.00	134,542	134,542
05 Appalachian	0	203,680	$0.00	203,680	203,680
07 Beaufort	0	86,352	$0.00	86,352	86,352
09 Bladen	0	152,727	$0.00	152,727	152,727
10 Brunswick		0	$0.00	0	0
11 Buncombe	0	302,174	$0.00	302,174	302,174
12 Burke	0	169,001	$0.00	169,001	169,001
13 Cabarrus	0	278,896	$0.00	278,896	278,896
14 Caldwell	0	120,705	$0.00	120,705	120,705
15 Carteret	0	87,008	$0.00	87,008	87,008
17 Caswell	0	70,021	$0.00	70,021	70,021
18 Catawba	0	180,362	$0.00	180,362	180,362
19 Chatham	0	100,653	$0.00	100,653	100,653
20 Cherokee		0	$0.00	0	0
22 Clay	0	30,339	$0.00	30,339	30,339
23 Cleveland	0	112,741	$0.00	112,741	112,741
24 Columbus	0	168,651	$0.00	168,651	168,651
25 Craven	0	168,471	$0.00	168,471	168,471
26 Cumberland	0	583,842	$0.00	583,842	583,842
28 Dare	0	48,294	$0.00	48,294	48,294
29 Davidson	0	258,123	$0.00	258,123	258,123
30 Davie	0	82,729	$0.00	82,729	82,729
31 Duplin	0	196,940	$0.00	196,940	196,940
32 Durham	0	282,706	$0.00	282,706	282,706
33 Edgecombe	0	163,888	$0.00	163,888	163,888
37 Foothills	0	238,824	$0.00	238,824	238,824

https://bluecivplus.com/WCDistrictPrint.aspx

54 Forsyth	1	0	380,916	$0.00	380,916	380,916
55 Franklin	1	0	106,862	$0.00	106,862	106,862
56 Gaston	1	0	235,245	$0.00	235,245	235,245
57 Gates	1	0	70,801	$0.00	70,801	70,801
58 Graham	1	0	377,776	$0.00	377,776	377,776
59 Granville	1	0	164,882	$0.00	164,882	164,882
60 Guilford	1	0	473,233	$0.00	473,233	473,233
61 Halifax	1	0	157,660	$0.00	157,660	157,660
62 Harnett	1	0	120,326	$0.00	120,326	120,326
63 Haywood			0	$0.00	0	0
64 Henderson			0	$0.00	0	0
65 Hoke			0	$0.00	0	0
66 Hyde			0	$0.00	0	0
67 Iredell			0	$0.00	0	0
68 Jackson	1	0	76,859	$0.00	76,859	76,859
69 Johnston	1	0	268,419	$0.00	268,419	268,419
70 Jones	1	0	114,931	$0.00	114,931	114,931
71 Lee	1	0	157,485	$0.00	157,485	157,485
72 Lenoir	1	0	191,883	$0.00	191,883	191,883
73 Lincoln			0	$0.00	0	0
74 Macon	1	0	60,536	$0.00	60,536	60,536
75 Madison			0	$0.00	0	0
76 Martin	1	0	316,936	$0.00	316,936	316,936
77 Mecklenburg	1	0	865,611	$0.00	865,611	865,611
78 Montgomery			0	$0.00	0	0
79 Moore			0	$0.00	0	0
80 Nash			0	$0.00	0	0
81 New Hanover			0	$0.00	0	0
82 Northampton			0	$0.00	0	0
83 Onslow	1	0	226,924	$0.00	226,924	226,924
84 Orange	1	0	164,360	$0.00	164,360	164,360
85 Pamlico	1	0	84,537	$0.00	84,537	84,537
86 Pender	1	0	104,888	$0.00	104,888	104,888
87 Perquimans	1	0	108,006	$0.00	108,006	108,006
88 Pitt	1	0	214,091	$0.00	214,091	214,091
89 Polk	1	0	53,981	$0.00	53,981	53,981
90 Randolph			0	$0.00	0	0

77 Richmond	1	0	147,431	$0.00	147,431	147,431
78 Robeson	1	0	2,535	$0.00	2,535	2,535
79 Rockingham	1	0	138,273	$0.00	138,273	138,273
80 Rowan	1	0	93,034	$0.00	93,034	93,034
81 Sampson	1	0	164,137	$0.00	164,137	164,137
82 Scotland	1	0	164,861	$0.00	164,861	164,861
83 Stanly	1	0	100,034	$0.00	100,034	100,034
84 Stokes	1	0	58,599	$0.00	58,599	58,599
85 Surry	1	0	145,793	$0.00	145,793	145,793
86 Swain	1	0	98,306	$0.00	98,306	98,306
87 Tax Rivar	1	0	182,185	$0.00	182,185	182,185
88 Transylvania	1	0	41,471	$0.00	41,471	41,471
89 Union	1	0	261,457	$0.00	261,457	261,457
90 Vance			0	$0.00	0	0
91 Warren	1	0	120,224	$0.00	120,224	120,224
92 Wayne	1	0	229,304	$0.00	229,304	229,304
93 Wilkes	1	0	124,648	$0.00	124,648	124,648
94 Wilson	1	0	181,755	$0.00	181,755	181,755
95 Yadkin	1	0	106,779	$0.00	106,779	106,779
96 Yancey			0	$0.00	0	0
Totals			12,157,723	0	12,157,723	12,157,723

Sign and Date - DPH Budget Office – Allocations Danielle Matela signing for Anne Odusanya 6/24/22	Sign and Date - DPH Section Chief Sarah Dopie 6/24/22
Sign and Date - DPH Budget Office – ATC Coordinator Suraj Patel 6/24/22	Sign and Date - DPH Budget Officer S. Ibrahim 6/24/2022

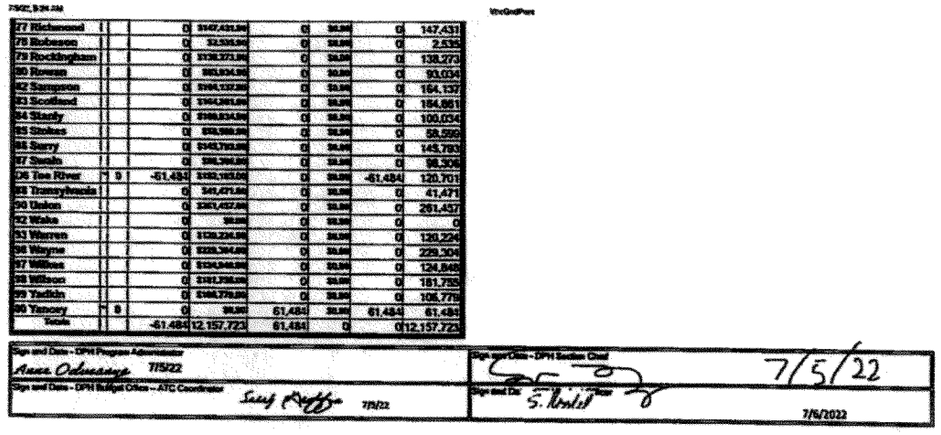
SH 6/24/2022

02/20

DPS-434-To-Override For Fiscal Year: 2023 Budgetary Estimate Number : 3

Activity 020 Service Period Payment Period	AA	1332 535A YR 07/01-03/31	Total Allocated	1332 535A YR 07/01-03/31	Total Allocated	Supplemental Total	Row Total
01 Alamance		0	$208,614.00	0	$0.00	0	208,614
021 Alexander		0	$668,340.00	0	$0.00	0	668,340
02 Alexander		0	$89,999.00	0	$0.00	0	89,999
04 Anson		0	$134,542.00	0	$0.00	0	134,542
122 Appalachian		0	$223,880.00	0	$0.00	0	223,880
07 Beaufort		0	$95,332.00	0	$0.00	0	95,332
08 Bladen		0	$163,727.00	0	$0.00	0	163,727
10 Brunswick		0	$0.00	0	$0.00	0	0
11 Buncombe		0	$202,174.00	0	$0.00	0	202,174
12 Burke		0	$159,401.00	0	$0.00	0	159,401
13 Cabarrus		0	$276,999.00	0	$0.00	0	276,999
14 Caldwell		0	$120,769.00	0	$0.00	0	120,769
15 Carteret		0	$47,009.00	0	$0.00	0	47,009
17 Caswell		0	$70,021.00	0	$0.00	0	70,021
18 Catawba		0	$189,365.00	0	$0.00	0	189,365
19 Chatham		0	$100,855.00	0	$0.00	0	100,855
20 Cherokee		0	$0.00	0	$0.00	0	0
22 Clay		0	$30,338.00	0	$0.00	0	30,338
23 Cleveland		0	$112,741.00	0	$0.00	0	112,741
24 Columbus		0	$169,951.00	0	$0.00	0	169,951
25 Craven		0	$169,471.00	0	$0.00	0	169,471
26 Cumberland		0	$353,842.00	0	$0.00	0	353,842
28 Dare		0	$49,594.00	0	$0.00	0	49,594
29 Davidson		0	$206,122.00	0	$0.00	0	206,122
30 Davie		0	$82,730.00	0	$0.00	0	82,730
31 Duplin		0	$195,340.00	0	$0.00	0	195,340
32 Durham		0	$262,706.00	0	$0.00	0	262,706
33 Edgecombe		0	$163,855.00	0	$0.00	0	163,855
37 Franklin		0	$258,834.00	0	$0.00	0	258,834

34 Forsyth		0	$350,919.00	0	$0.00	0	350,919
35 Franklin		0	$106,822.00	0	$0.00	0	106,822
36 Gaston		0	$233,240.00	0	$0.00	0	233,240
38 Graham		0	$70,901.00	0	$0.00	0	70,901
123 Gran-Vance		0	$277,774.00	0	$0.00	0	277,774
39 Greene		0	$184,822.00	0	$0.00	0	184,822
41 Guilford		0	$473,213.00	0	$0.00	0	473,213
42 Halifax		0	$167,992.00	0	$0.00	0	167,992
43 Harnett		0	$120,326.00	0	$0.00	0	120,326
44 Haywood		0	$0.00	0	$0.00	0	0
45 Henderson		0	$0.00	0	$0.00	0	0
47 Hoke		0	$0.00	0	$0.00	0	0
48 Hyde		0	$0.00	0	$0.00	0	0
49 Iredell		0	$0.00	0	$0.00	0	0
50 Jackson		0	$76,666.00	0	$0.00	0	76,666
51 Johnston		0	$268,472.00	0	$0.00	0	268,472
52 Jones		0	$174,021.00	0	$0.00	0	174,021
53 Lee		0	$157,465.00	0	$0.00	0	157,465
54 Lenoir		0	$191,823.00	0	$0.00	0	191,823
55 Lincoln		0	$0.00	0	$0.00	0	0
56 Macon		0	$60,532.00	0	$0.00	0	60,532
57 Madison		0	$0.00	0	$0.00	0	0
04 STFW		0	$318,933.00	0	$0.00	0	318,933
60 Mecklenburg		0	$865,811.00	0	$0.00	0	865,811
61 Montgomery		0	$0.00	0	$0.00	0	0
62 Moore		0	$0.00	0	$0.00	0	0
64 Nash		0	$0.00	0	$0.00	0	0
65 New Hanover		0	$0.00	0	$0.00	0	0
66 Northampton		0	$0.00	0	$0.00	0	0
67 Onslow		0	$226,924.00	0	$0.00	0	226,924
68 Orange		0	$84,555.00	0	$0.00	0	84,555
69 Pamlico		0	$64,537.00	0	$0.00	0	64,537
71 Pender		0	$104,588.00	0	$0.00	0	104,588
72 Person		0	$109,006.00	0	$0.00	0	109,006
74 Pitt		0	$214,081.00	0	$0.00	0	214,081
75 Polk		0	$53,361.00	0	$0.00	0	53,361
76 Randolph		0	$0.00	0	$0.00	0	0



77 Richmond			0	$147,431.00	0	$0.00	0	147,431
78 Robeson			0	$2,535.00	0	$0.00	0	2,535
79 Rockingham			0	$138,273.00	0	$0.00	0	138,273
80 Rowan			0	$93,034.00	0	$0.00	0	93,034
82 Sampson			0	$164,137.00	0	$0.00	0	164,137
83 Scotland			0	$184,661.00	0	$0.00	0	184,661
84 Stanly			0	$100,034.00	0	$0.00	0	100,034
85 Stokes			0	$58,599.00	0	$0.00	0	58,599
86 Surry			0	$145,793.00	0	$0.00	0	145,793
87 Swain			0	$98,306.00	0	$0.00	0	98,306
26 Tee River	T	9	-61,484	$182,185.00	0	$0.00	-61,484	120,701
88 Transylvania			0	$41,471.00	0	$0.00	0	41,471
90 Union			0	$261,457.00	0	$0.00	0	261,457
92 Wake			0	$0.00	0	$0.00	0	0
93 Warren			0	$130,224.00	0	$0.00	0	130,224
94 Wayne			0	$229,304.00	0	$0.00	0	229,304
97 Wilkes			0	$124,846.00	0	$0.00	0	124,846
98 Wilson			0	$181,735.00	0	$0.00	0	181,735
99 Yadkin			0	$106,779.00	0	$0.00	0	106,779
00 Yancey	T	8	0	$0.00	61,484	$0.00	61,484	61,484
Totals			-61,484	12,157,723	61,484	0	0	12,157,723

Sign and Date - DPH Program Administrator
Anne Odwenge 7/5/22

Sign and Date - DPH Budget Cities – ATC Coordinator
7/5/22

Sign and Date - DPH Section Chief
7/5/22

Sign and Dat
7/6/2022

SH 7/6/2022

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Davis H. Brinson, County Manager/Clerk to the Board	**Meeting Date:** May 15, 2023
Subject: Correction of Grade for a Secretary II Position in the Senior Services Department	
Summary, explanation and background: At the May 1, 2023 meeting of the Board of County Commissioners, the Board approved the request from Melisa Brown, Senior Services Director, to reclassify the Receptionist position in her department to a Secretary II. The request to reclassify the Receptionist position to that of a Secretary II was approved by the Board. However, Director Brown incorrectly requested that the Secretary II position would be a Grade 54 with a minimum annual salary of $30,120.26. However, in accordance with the County's approved position grade range the request should have been to reclassify the position to a Grade 55 with a minimum annual salary of $30,120.24. The salary was correctly put forth to the Board but the wrong grade was requested and approved. The approval of this subsequent request will not have any budget impact but will correct the Grade of the position in the Board's motion.	
Requested Action: Motion to correct the action taken at the Board's meeting to reclassify the Senior Services Receptionist position to a Secretary II position at a Grade 55 ($14.4809 hourly/$30,120.22 annually).	
Budget impact for this fiscal year: None	
Budget impact for subsequent years: None	
Time needed to explain to Commissioners: Consent Agenda	
Attachments: Minutes from May 1, 2023 meeting	
Instructions for what to do with attachments once approved: Return to the Office of the County Manager/Clerk to the Board	

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

Price List for Drone

Joseph Kennedy <JOSEPHK@duplincountync.com>
Wed 5/10/2023 1:01 PM

To: Phillip Humphrey <PHILH@duplincountync.com>;Stratton Stokes <stratton.stokes@duplincountync.com>;Davis Brinson <dbrinson@duplincountync.com>



1
Wingsland Z15 gimbal Spotlight (Z15)
1
x
$2,500.00



1
Matrice 300 Series Dual Gimbal Connector
1
x
$250.00



3
DJI WB37 Battery
3
x
$177.00



2
Matrice 300 Series Propeller
2
x
$240.00



6
Matrice 300 TB60 Intelligent Flight Battery
6
x
$4,200.00



1
Zenmuse H20N
Care Plus
1
x
$9,737.00



1
Matrice 300 RTK
Combo / Plus
1
x
$13,699.00



1
Go Professional Cases Matrice 300 V2

- Price-after-discount: $878.75

Top of Form

Cost summary

Subtotal	$31,681.75
Shipping	Free
Estimated taxes	$2,217.73
Total	**$33,899.48**

JOSEPH KENNEDY
DETECTIVE-DUPLIN COUNTY SHERIFF'S OFFICE
PHONE: (910) 296-2150
MAIL: P.O. BOX 908, KENANSVILLE, NC, 28349
E-MAIL: josephk@duplincountync.com

BA # _____

Duplin County
Budget Amendment

Department Title: SHERIFF'S OFFICE
Department Head's Signature: STRATTON STOKES/TRACY CHESTNUTT
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

TO APPROPRIATE 100% STATE FUNDS TO PURCHASE A DRONE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4334-42980	PROGRAM SUPPLIES	31,681.75	4334-45100	CAPITAL OUTLAY	31,681.75
Total		31,681.75	Total		31,681.75

Finance Signature: Jenny Chat
Date Approved: 5/10/2023

Manager Signature: _____
Date Approved: _____

Commissioner Approval: _____
Date Approved: _____

Duplin County, NC

munis
a tyler erp solution

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	10	620	BUA	04/26/2023	04/26/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB
1	5110	40182					T	RETIREMENT		1,819.18	
2	5110	43510					T	REPAIRS BUILDING AND GROUNDS		100.00	
3	5154	40121					T	SALARIES		15.60	
4	5156	41990					T	PROFESSIONAL SERVICES		229.07	
5	5161	43110					T	TRAVEL		10.67	
6	5176	40121					T	SALARIES		92.57	
7	5110	40121					T	SALARIES	1,819.18		
8	5110	42612					T	MOSQUITO ABATEMENT	100.00		
9	5154	40182					T	RETIREMENT	15.60		
10	5156	40121					T	SALARIES	229.07		
11	5161	40121					T	SALARIES	10.67		
12	5176	40181					T	SOCIAL SECURITY	5.44		
13	5176	40182					T	RETIREMENT	13.18		
14	5176	40183					T	HOSPITAL INSURANCE	73.95		
15	5167	42980					T	PROGRAM SUPPLIES		5,000.00	
16	5151	41990					T	PROFESSIONAL SERVICES		4,900.00	
17	5124	42013					T	LAB PROCESSING	2,400.00		
18	5151	42013					T	LAB PROCESSING	2,500.00		
19	5163	42013					T	LAB PROCESSING	5,000.00		
20	4520	40121					T	SALARIES		9,530.37	
21	4520	42610					T	COMPUTER SUPPLIES	9,530.37		

Report generated: 05/11/2023 08:42
User: chelsey.lanier
Program ID: glcjeinq

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	10	620	BUA	04/26/2023	04/26/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT OB
22	4230	43520				T	REPAIRS & MAINTENANCE EQUIPME			9,800.00
23	4230	42600				T	OFFICE SUPPLIES		9,800.00	
							** JOURNAL TOTAL		0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	10	631	BUA	04/27/2023	04/27/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT OB
1	4520	40121				T	SALARIES			6,000.00
2	4520	42600				T	OFFICE SUPPLIES		6,000.00	
							** JOURNAL TOTAL		0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	10	664	BUA	04/28/2023	04/28/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT OB
1	6140	43110				T	TRAVEL			46.76
2	6140	43910				T	ADVERTISING			29.00
3	6140	43510				T	REPAIRS BUILDING AND GROUNDS			324.24
4	6143	40121				T	SALARIES			2,285.68
5	6143	40121				T	SALARIES			714.32
6	6143	41990				T	PROFESSIONAL SERVICES			265.00
7	6143	42600				T	OFFICE SUPPLIES			200.00
8	6143	42600				T	OFFICE SUPPLIES			300.00
9	6143	40181				T	SOCIAL SECURITY			944.14
10	6140	43210				T	TELEPHONE		400.00	
11	6143	40182				T	RETIREMENT		3,465.00	
12	6143	43912				T	PRINTING		1,244.14	
13	4960	43510				T	REPAIRS BUILDING AND GROUNDS			350.00
14	4960	42100				T	HOUSEKEEPING		350.00	
15	6110	43540				T	SOFTWARE MAINTENANCE			3,500.00
16	6110	43510				T	REPAIRS BUILDING AND GROUNDS		500.00	
17	6110	42600				T	OFFICE SUPPLIES		3,000.00	
18	4520	40121				T	SALARIES			2,300.00
19	4520	43250				T	POSTAGE		600.00	
20	4520	43210				T	TELEPHONE		1,700.00	
21	4142	43110				T	TRAVEL			2,000.00
22	4142	42600				T	OFFICE SUPPLIES		2,000.00	
							** JOURNAL TOTAL		0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	12	BUA	05/01/2023	05/01/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION		DEBIT	CREDIT OB
1	4320	41972				T	INMATE HOUSING STATE			2,200.00

0225

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	12	BUA	05/01/2023	05/01/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
2	4320	42100				T	HOUSEKEEPING	2,200.00	
3	4230	43520				T	REPAIRS & MAINTENANCE EQUIPME		440.00
4	4230	42600				T	OFFICE SUPPLIES	150.00	
5	4230	43540				T	SOFTWARE MAINTENANCE	250.00	
6	4230	43250				T	POSTAGE	40.00	
7	6110	41990				T	PROFESSIONAL SERVICES		6,000.00
8	6110	43510				T	REPAIRS BUILDING AND GROUNDS	6,000.00	
9	4350	49911				T	RESTRICTED TO BLD INSPSL 20151		5,000.00
10	4350	42500				T	VEHICLE GASOLINE	2,000.00	
11	4350	42724				T	CREDIT CARD CHARGES	2,000.00	
12	4350	43210				T	TELEPHONE	300.00	
13	4350	43300				T	UTILITIES	200.00	
14	4350	43530				T	REPAIRS VEHICLES	200.00	
15	4350	46992				T	HOMEOWNER'S RECOVERY FUND	300.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	37	BUA	05/02/2023	05/02/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5166	40183				T	HOSPITAL INSURANCE		500.00
2	5166	43110				T	TRAVEL	500.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	37	BUA	05/02/2023	05/02/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
3	5156	41990				T	PROFESSIONAL SERVICES		500.00
4	5156	43110				T	TRAVEL	500.00	
5	6110	41990				T	PROFESSIONAL SERVICES		4,000.00
6	6110	43510				T	REPAIRS BUILDING AND GROUNDS	4,000.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	67	BUA	05/03/2023	05/03/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4230	43520				T	REPAIRS & MAINTENANCE EQUIPME		5,050.00
2	4230	43110				T	TRAVEL	250.00	
3	4230	42500				T	VEHICLE GASOLINE	300.00	
4	4230	42600				T	OFFICE SUPPLIES	4,500.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	102	BUA	05/04/2023	05/04/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4160	41990				T	PROFESSIONAL SERVICES		1,250.00
2	4160	42600				T	OFFICE SUPPLIES		2,000.00
3	4160	44500				T	INSURANCE AND BONDS		271.98

0226

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	102	BUA	05/04/2023	05/04/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
4	4160	45600					T	BOOKS		4,030.02
5	4270	41860					T	WORKERS COMPENSATION		129.74
6	4270	43530					T	REPAIRS VEHICLES		200.00
7	4270	43911					T	ADVERTISING		100.00
8	4270	44500					T	INSURANCE AND BONDS		266.00
9	4270	42120					T	UNIFORMS		204.26
10	4160	42100					T	HOUSEKEEPING	7,500.00	
11	4160	42200					T	FOOD	52.00	
12	4270	42100					T	HOUSEKEEPING	900.00	
13	7131	43911					T	ADVERTISING		225.00
14	7132	43911					T	ADVERTISING		225.00
15	7133	42722					T	WATER PURCHASE		225.00
16	7134	43510					T	REPAIRS BUILDING AND GROUNDS		225.00
17	7135	43510					T	REPAIRS BUILDING AND GROUNDS		225.00
18	7136	43911					T	ADVERTISING		225.00
19	7131	44500					T	INSURANCE AND BONDS	225.00	
20	7132	44500					T	INSURANCE AND BONDS	225.00	
21	7133	44500					T	INSURANCE AND BONDS	225.00	
22	7134	44500					T	INSURANCE AND BONDS	225.00	
23	7135	44500					T	INSURANCE AND BONDS	225.00	
24	7136	44500					T	INSURANCE AND BONDS	225.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	102	BUA	05/04/2023	05/04/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
25	7131	43510					T	REPAIRS BUILDING AND GROUNDS		575.88
26	7132	43510					T	REPAIRS BUILDING AND GROUNDS		863.81
27	7134	43510					T	REPAIRS BUILDING AND GROUNDS		575.87
28	7135	43510					T	REPAIRS BUILDING AND GROUNDS		1,151.75
29	7136	43510					T	REPAIRS BUILDING AND GROUNDS		557.34
30	7131	42950					T	CHEMICALS	287.94	
31	7132	42950					T	CHEMICALS	863.81	
32	7133	42950					T	CHEMICALS	287.94	
33	7134	42950					T	CHEMICALS	575.87	
34	7135	42950					T	CHEMICALS	1,151.75	
35	7136	42950					T	CHEMICALS	557.34	
								** 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	11	104	BUA	05/05/2023	05/05/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4270	43530					T	REPAIRS VEHICLES		400.00
2	4270	42100					T	HOUSEKEEPING	200.00	
3	4270	42500					T	VEHICLE GASOLINE	200.00	
								** JOURNAL TOTAL	0.00	0.00

0077

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	147	BUA	05/08/2023	05/08/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	7130	43510				T	REPAIRS BUILDING AND GROUNDS		1,241.00
2	7130	42701				T	PURCHASES INVENTORY	1,241.00	
3	4952	43110				T	TRAVEL		738.12
4	4952	43540				T	SOFTWARE MAINTENANCE		8.03
5	4952	40181				T	SOCIAL SECURITY	429.54	
6	4952	42600				T	OFFICE SUPPLIES	158.77	
7	4952	42381				T	EDUCATIONAL SUPPLIES	157.84	
8	5114	41990				T	PROFESSIONAL SERVICES		2,000.00
9	5114	43520				T	REPAIRS & MAINTENANCE EQUIPME	2,000.00	
10	5151	41990				T	PROFESSIONAL SERVICES		9,300.00
11	5167	42990				T	INCENTIVES	800.00	
12	5163	43250				T	POSTAGE	1,700.00	
13	5163	42600				T	OFFICE SUPPLIES	400.00	
14	5167	43250				T	POSTAGE	1,300.00	
15	5151	43250				T	POSTAGE	2,000.00	
16	5151	42980				T	PROGRAM SUPPLIES	600.00	
17	5164	42980				T	PROGRAM SUPPLIES	400.00	
18	5164	43250				T	POSTAGE	1,500.00	
19	5113	42420				T	IN HOUSE LAB	600.00	
							** JOURNAL TOTAL	0.00	0.00

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	168	BUA	05/08/2023	05/08/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	7100	40183				T	HOSPITAL INSURANCE		5,600.00
2	7134	43510				T	REPAIRS BUILDING AND GROUNDS		1,000.00
3	7100	42500				T	VEHICLE GASOLINE	5,600.00	
4	7134	41990				T	PROFESSIONAL SERVICES	1,000.00	
5	4211	43110				T	TRAVEL		1,800.00
6	4211	42600				T	OFFICE SUPPLIES	1,800.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	176	BUA	05/09/2023	05/09/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5187	41990				T	PROFESSIONAL SERVICES		7,050.00
2	5187	40121				T	SALARIES	4,000.00	
3	5187	40181				T	SOCIAL SECURITY	1,000.00	
4	5187	40182				T	RETIREMENT	1,000.00	
5	5187	40183				T	HOSPITAL INSURANCE	1,000.00	
6	5187	40184				T	Life Insurance	50.00	
7	4170	42200				T	FOOD		300.00
8	4170	42600				T	OFFICE SUPPLIES	300.00	
9	4920	43530				T	REPAIRS VEHICLES		300.00
10	4920	43910				T	ADVERTISING		650.00

0228

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	176	BUA	05/09/2023	05/09/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
11	4920	43520					T	REPAIRS & MAINTENANCE EQUIPME	150.00	
12	4920	42980					T	PROGRAM SUPPLIES	300.00	
13	4920	42100					T	HOUSEKEEPING	200.00	
14	4920	44910					T	DUES AND SUBSCRIPTIONS	300.00	
								** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	184	BUA	05/09/2023	05/09/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4250	42100					T	HOUSEKEEPING		200.00
2	4250	43510					T	REPAIRS BUILDING AND GROUNDS		100.00
3	4250	44910					T	DUES AND SUBSCRIPTIONS		100.00
4	4250	42981					T	PARTS & SUPPLIES	200.00	
5	4250	42981					T	PARTS & SUPPLIES	100.00	
6	4250	44300					T	RENT	100.00	
7	7401	43520					T	REPAIRS & MAINTENANCE EQUIPME		4,000.00
8	7401	42980					T	PROGRAM SUPPLIES		6,000.00
9	7401	42500					T	VEHICLE GASOLINE		4,000.00
10	7401	43530					T	REPAIRS VEHICLES	4,000.00	
11	7401	43210					T	TELEPHONE	4,000.00	
12	7401	43300					T	UTILITIES	6,000.00	
								** JOURNAL TOTAL	0.00	0.00

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	190	BUA	05/09/2023	05/09/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5166	43110					T	TRAVEL		50.00
2	5136	43110					T	TRAVEL		150.00
3	5111	42980					T	PROGRAM SUPPLIES		2,500.00
4	5114	41990					T	PROFESSIONAL SERVICES		4,100.00
5	5176	42980					T	PROGRAM SUPPLIES		900.00
6	5166	42980					T	PROGRAM SUPPLIES	50.00	
7	5136	43250					T	POSTAGE	50.00	
8	5136	42980					T	PROGRAM SUPPLIES	100.00	
9	5111	43530					T	REPAIRS VEHICLES	250.00	
10	5110	42100					T	HOUSEKEEPING	500.00	
11	5110	42500					T	VEHICLE GASOLINE	300.00	
12	5110	42600					T	OFFICE SUPPLIES	50.00	
13	5110	43250					T	POSTAGE	100.00	
14	5110	43300					T	UTILITIES	4,000.00	
15	5111	42600					T	OFFICE SUPPLIES	200.00	
16	5111	43300					T	UTILITIES	600.00	
17	5129	42980					T	PROGRAM SUPPLIES	600.00	
18	5176	42600					T	OFFICE SUPPLIES	900.00	
								** JOURNAL TOTAL	0.00	0.00

6229

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	193	BUA	05/09/2023	05/09/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5182	43250				T	POSTAGE		100.00
2	5182	43110				T	TRAVEL		550.00
3	5182	41990				T	PROFESSIONAL SERVICES		2,930.00
4	5182	42980				T	PROGRAM SUPPLIES	3,580.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	203	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4260	44500				T	INSURANCE AND BONDS		3,102.77
2	4130	44910				T	DUES AND SUBSCRIPTIONS		130.00
3	4130	41860				T	WORKERS COMPENSATION		67.23
4	4130	41990				T	PROFESSIONAL SERVICES		300.00
5	4130	44500				T	INSURANCE AND BONDS	3,500.00	
6	4130	42600				T	OFFICE SUPPLIES	100.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	208	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4380	42380				T	ANIMAL INOCULATION INVENTORY		2,400.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	208	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
2	4380	41990				T	PROFESSIONAL SERVICES		3,000.00
3	4380	42120				T	UNIFORMS	900.00	
4	4380	42500				T	VEHICLE GASOLINE	1,500.00	
5	4380	42980				T	PROGRAM SUPPLIES	3,000.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	212	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4960	43510				T	REPAIRS BUILDING AND GROUNDS		350.00
2	4960	42100				T	HOUSEKEEPING	350.00	
							** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	217	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5181	41990				T	PROFESSIONAL SERVICES		5,061.29
2	5181	43550				T	EMR EXPENSE & INCENTIVES		1,518.79
3	5181	40121				T	SALARIES		243.75
4	5181	40181				T	SOCIAL SECURITY		287.85
5	5167	42980				T	PROGRAM SUPPLIES		160.00

0130

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	217	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
6	5181	42600					T	OFFICE SUPPLIES	242.04	
7	5181	42980					T	PROGRAM SUPPLIES	6,866.53	
8	5181	43110					T	TRAVEL	3.11	
9	5167	43152					T	CHILD FATALITY TASK FORCE	160.00	
10	5182	41990					T	PROFESSIONAL SERVICES		1,504.64
11	5182	43110					T	TRAVEL		7.21
12	5182	43250					T	POSTAGE	3.26	
13	5182	42980					T	PROGRAM SUPPLIES	469.15	
14	5182	40121					T	SALARIES	759.47	
15	5182	40181					T	SOCIAL SECURITY	58.10	
16	5182	40182					T	RETIREMENT	92.43	
17	5182	40183					T	HOSPITAL INSURANCE	129.10	
18	5182	40184					T	Life Insurance	.34	
19	4910	41860					T	WORKERS COMPENSATION		195.59
20	4160	42980					T	PROGRAM SUPPLIES		2,582.80
21	4160	41860					T	WORKERS COMPENSATION		8.38
22	4160	43250					T	POSTAGE		50.00
23	4160	43510					T	REPAIRS BUILDING AND GROUNDS		1,681.55
24	4260	42490					T	VEHICLE SUPPLIES		310.00
25	4910	42100					T	HOUSEKEEPING	50.00	
26	4910	43520					T	REPAIRS & MAINTENANCE EQUIPME	100.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	11	217	BUA	05/10/2023	05/10/2023	051523	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
27	4910	44500					T	INSURANCE AND BONDS	45.59	
28	4110	41860					T	WORKERS COMPENSATION	1,992.73	
29	4110	42600					T	OFFICE SUPPLIES	700.00	
30	4110	43110					T	TRAVEL	1,500.00	
31	4110	43250					T	POSTAGE	30.00	
32	4160	42200					T	FOOD	100.00	
33	4260	43250					T	POSTAGE	10.00	
34	4270	42100					T	HOUSEKEEPING	300.00	
								** JOURNAL TOTAL	0.00	0.00
								*** GRAND TOTAL	0.00	0.00

18 Journals printed

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

0231

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Terry Norris, Executive Director of Emerge Ministries	**Meeting Date:** May 15, 2023
Subject: Request Board to Partner with Emerge Ministries to Produce a July 4th Celebration/Festival on County Property managed by the Duplin County Events Center	
Summary, explanation and background: Terry Norris, Executive Director of Emerge Ministries will appear before the Board to request the Board to partner with Emerge Ministries to produce a July 4th Celebration/ Festival on County property managed by the Duplin County Events Center. Emerge Ministries has established a Duplin County July 4th Committee which has scheduled a third annual July 4th celebration for Saturday, July 1st, 2023, and is requesting that Duplin County consider becoming a partner in putting on the event. According to Mr. Norris, if it doesn't rain there will be six (6) to eight (8) thousand people attending the celebration generating exposure to Duplin County and bringing revenue.	
Requested Action: Discretion of the Board of Commissioners	
Budget impact for this fiscal year: Unknown	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 10 minutes	
Attachments:	
Instructions for what to do with attachments once approved: Informational only, discard	

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

Re: May 15th commissioners meeting

Terry Norris <tnorris@emerge4unity.org>
Thu 4/27/2023 10:35 AM
To: Davis Brinson <dbrinson@duplincountync.com>

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First question,What will I be asking the board to do?
1- Although I know they cannot legally be a part of the Duplin County July 4th Celebration event, I want them to be aware that it is being done for Duplin County exclusively. Although each year individuals come from many different counties to attend.
2-To know that it involves all thirteen (13) townships through those on our planning committee, businesses, churches and civic groups.
3 I will ask them to waive the fee for theDuplin Events Center and give justification argument (#4)
4- One, because it is a free event to all citizens of Duplin County, two, it is being held on the front lawn of events center grounds next to James Sprunt (No part of the events Center itself will be accessed, not even paved parking lot), three, with no rain expected there will be six (6) to eight (8) thousand people attending generating exposure to Duplin County and bringing revenue.

Second question, Information
1-Yes I will have handouts. I can send them to you early for review by board members before meeting if you prefer.
Handouts: 1- Budget 2- A two page double spaced narrative summarizing the event that covers all other questions.
Also, it makes clear no one financially benefits from the event, specifically Emerge.

Thanks, If you have any questions for more clarity please don't hesitate to call.

On Wed, Apr 26, 2023 at 2:23 PM Davis Brinson <dbrinson@duplincountync.com> wrote:

> Good Afternoon Terry,
>
> What will you be asking the Board to do? Do you have any information (ie. handouts, budget information, attendance history, etc.) that we can provide the Board with prior to the meeting?
>
> Thanks,

DAVIS H. BRINSON
COUNTY MANAGER
Phone 910.296.2100
Mail PO Box 950 Kenansville, NC 28349
e-mail dbrinson@duplincountync.com

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing state procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

From: Terry Norris <tnorris@emerge4unity.org>
Sent: Wednesday, April 26, 2023 2:16 PM
To: Davis Brinson <dbrinson@duplincountync.com>
Subject: May 15th commissioners meeting

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am requesting to speak at the Duplin County Board of Commissioners meeting on May 15, 2023, I appreciate your time and consideration also, for all you have done for the county and the DC planning committee making this event possible.

Agenda:Duplin County July 4th Celebration

a-Last two years accomplishments
b- Attendance
c- Budget
d-County's past and present involvement appreciation
e-This years plans & growth
f- Conclusion

--

Sincerely, In Christ

Terry Norris, Executive Director
Emerge Ministries 501©3
PO Box 299
Beulaville NC 28518
Web: www.emerge4unity.org
Email: tnorris@emerge4unity.org
Facebook: Emerge Ministries, Beulaville NC
Cell: 910-284-5994

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Sincerely, In Christ

Terry Norris, Executive Director
Emerge Ministries 501©3
PO Box 299
Beulaville NC 28518
Web: www.emerge4unity.org
Email: tnorris@emerge4unity.org
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Cell: 910-284-5994

Emerge Ministries
PO Box 299
Beulaville NC 28518
Emerge4unity@gmail.com
emerge4unity.org

A Christ Centered
July 4th Celebration
"The Founding, The Foundation, The Future"

On Saturday July 1, 2023, The Third Annual Duplin County (DC) July 4th Celebration will be held at the Duplin County Events Center. It is a **free event to the public** therefore, collaboration with town municipalities businesses, churches, civic groups, county leaders, and individuals is of the utmost importance. The DC July 4th event is overseen by a planning committee. We, the committee, are wanting to expand by growing representation to include individuals from all thirteen (13) townships in Duplin County. One of the goals of the planned event is to ensure that individuals attending know the county has much to offer their families and that it truly cares about its residents. This event is part of a larger investment being made by Emerge and the county to instill values and beliefs that help our communities become more connected, healthy and productive. This leads to a more intrinsic motivation for the individuals we serve to give back to their community and the county. At the heart of this effort is collaboration that develops strong relationships. Relationships and collaboration between companies, county leaders, municipalities, civic groups, and churches have been strengthened through our effort on partnership's. This has helped create an environment for more collaboration throughout the year on other meaningful projects. By doing so we are investing in individuals, children, and the families of this county. The July 4th event is proof of what collaboration can accomplish.

The last two years our financial partners, and just as important, our volunteers provided ministry and support to more than ten thousand (10,000) attending the event. More than five thousand (5,000) of those

Emerge Ministries
PO Box 299
Beulaville NC 28518
Emerge4unity@gmail.com
emerge4unity.org

were children. This year, we will have a great speaker, games for kids and adults along with Christian entertainment covering many genres of music. There will be giveaway items for all the kids and a special gift for the first 2,000 that attend. Also, we must expand our onsite food vendors from twelve (12) to eighteen (18). Our fireworks show has grown to a professional standard and will be one of the finest in the state!

Reaching people and instilling long-term and sustainable positive change requires time and financing. The last three years we have raised $58,000.00 in capital, and more than $20,000 for tee shirts and prizes given to kids and their families. Our conservative budget averages $26,000.00 per year. A maximum of thirteen (13) churches, twenty-three (23) businesses and eight (8) onsite vendors per year have helped us create a balanced budget. However, balancing a budget allows for no growth of the budget or the event. We need support to grow the number of churches, businesses, civic groups and municipalities. Why is this important? It reduces the cost per donor while allowing the budget and the event to grow therefore, reaching more people solidifying core beliefs and values plus adding economic benefits to the county. So, we are reaching out to all our county leadership and city municipalities, more churches, and businesses asking you to become a part of this county wide unifying event.

Early in this letter I mentioned this event being one of several events for the county focused on a larger community driven effort. The community driven effort is to create a volunteer system to support the seven-week Skills4Life in jail, drug and alcohol rehabilitation programs in Eastern NC. The success of such a program, validated by a NC State study of the program, is heavily dependent on a community driven model. So, when you invest in the Duplin County July 4th Celebration you are being proactive in reducing the crime/ heroine/fentanyl and meth addiction issues in our county. Thereby reducing recidivism and helping citizens become productive employee's and dedicated family members

I hope you choose to become an intricate part of this agenda for our county. If you would like more details and clarity of our efforts presented in this letter, I am available to meet one on one or speak to a

Emerge Ministries
PO Box 299
Beulaville NC 28518
Emerge4unity@gmail.com
emerge4unity.org

group anytime. My personal contact information is located at the bottom of this letter. To become involved financially, to be part of our planning committee or just volunteer for the event visit www.emerge4unity.org There you will find all the ways you can become involved. We welcome your coming onboard.

In conclusion, I know the term success cannot be strategically and statistically measured. This causes suspicion and issues with some. However, an effort this forward thinking to bring stability as One Nation Under God to Duplin County should be measured easily just by the vision and the integrity of how it is implemented. If you are already a past supporter of the vision and received this letter, thank you for continuing to support us as we grow and mature one of the largest Christian July 4th Celebrations in the state. It is a benefit to Duplin County and its citizens. Beyond financial support and volunteering you have strengthened our faith to move forward annually while encouraging new members to become involved. We welcome and appreciate your interest, participation, and input as we move forward. We are excited and look forward to hearing from you soon.

Sincerely, Terry Norris

Chairman, Duplin County July 4th Committee

When: Saturday July 1, 2023

Where: Duplin County Events Center

Time: Gates open at 4:00pm

Event: 5:00pm till 10:00pm

July 4th Planning Committee

Terry Norris, Chairman

Emerge Ministries 501©3

PO Box 299

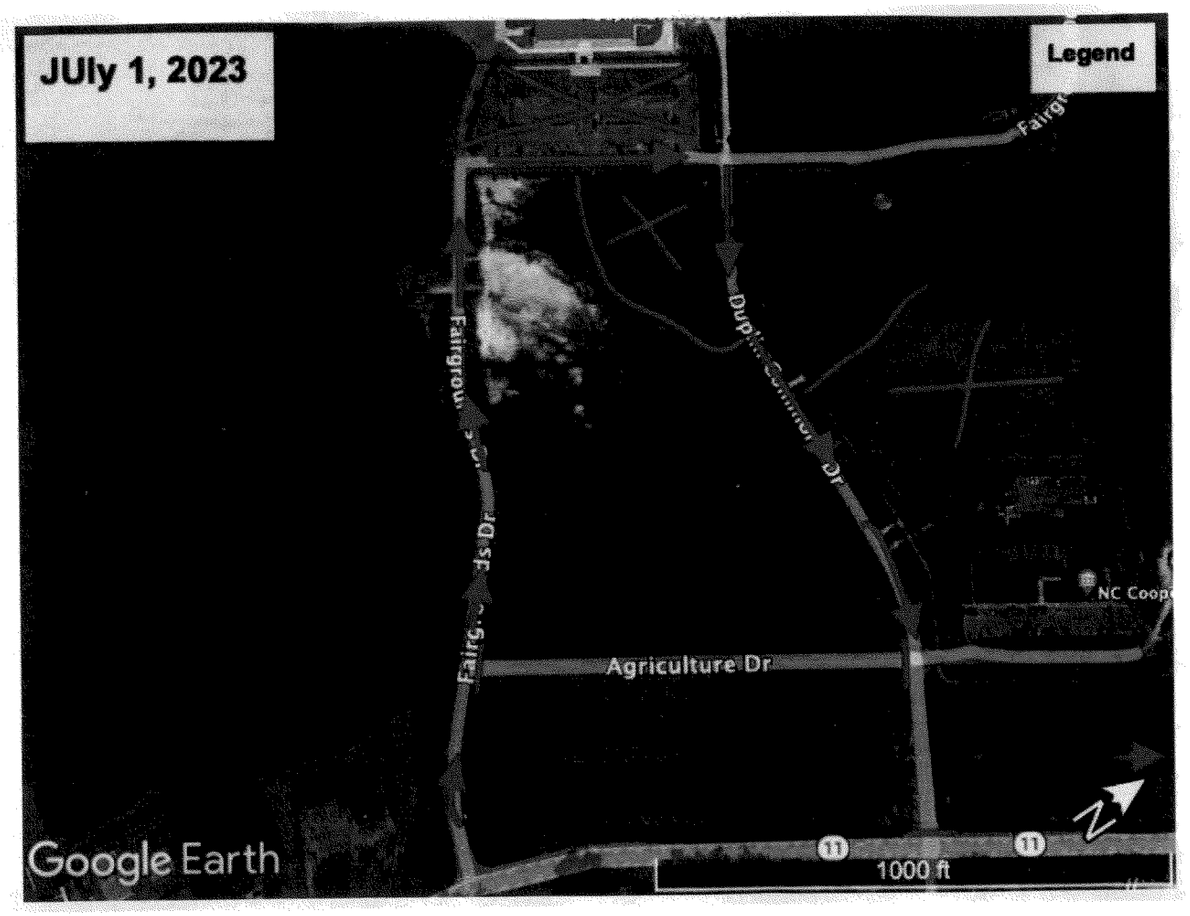
Beulaville NC 28518

Cell: 910-284-5994

Dulin County July 4th celabration
2023 Expenses

July 4th 2023

	Budget	Vendor
Operating Expense		
Insurance-Liability Insurance One day event (Emerge) Insurance-Fireworks liability for event and firwork shooters	1,500	
Advertising & Promotion.	1,000	flyers /media
(Guest Speaker)	250	Keynote Speak
Fireworks Purchase	3,385	Online Purchase
Fireworks Shooter	500	David Peed
Duplin Firemarshall Permit	300	DC FireMarshall
Portable Staging,Sound,Technicians (Emerge Equipment)	2,000	Running stages & Entertainment
Generator including fuel cost	325	
Duplin Events Center Duplin Event Center Staging	1,400	Grounds & help
Misc	575	Transport Fuel
Parks Portable Toliets (six plus hand washing station)	630	Parks
Andrew Ross Live Charectures / Children Entertinment	400	Anthony Ross
Ragland Inflatables and Gaming (4 Staff & Power Source)	4,534	Ragland Prod.
Givaways bikes,ect....	2,000	
Site Location Preparation /Venue Tents	100	Rain Tarps
Duplin Emergency Services and Sheriff Dept.	1,050	
Tarheel Hardware	589	Venue Tents 1-10x25 pop up 2-20x20 staked in
Paratroop Jumpers	2,200	
Operating Budget Total	**22,738**	



County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Tracey Simmons-Kornegay/Health Department	Meeting Date: May 15, 2023
Subject: Bad Debt & Deceased Write-Off Proposal	

Summary, explanation and background:

Following the Health Department's FY 23-24 budget hearing and further discussions about the postage section of the budget, there was a recommendation to discuss with the county's Board of Health about changing the bad debt and deceased write-off back to a 3-year timeframe vs the current 10-year in an effort to reduce the department's cost for mailing of monthly statements.

At the county's March 9, 2023, Board of Health Meeting after much discussion, the Board approved changing the bad debt and deceased write-off back to a 3-year timeframe as it was prior to the Health Department taking over the county's EMS billing back in 2014.

March 9, 2023 BOH meeting minutes were approved at the April 13, 2023 meeting. Additionally, an approximate amount of $985,435.49 was presented to the BOH as the amount the BOCC would write off if the approval was accepted to move the Health Department's Bad Debt and Deceased Write-Off back to 3 years.

Requested Action:

- Approval for the Duplin County Health Department's Bad Debt and Deceased Write-Off timeframe be moved to 3 years vs 10 years.
- Approval for any bad debt and deceased accounts prior to May 1, 2020 to be written off.

Budget impact for this fiscal year: (Funds available, allocation needed, etc.)

- None

Budget impact for subsequent years: (Funds available, allocation needed, etc.)

- None

Time needed to explain to Commissioners:

- 5 mins

Attachments:

Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is noon on the Wednesday preceding the meeting by the agenda

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department:	Meeting Date:
Tracey Simmons-Kornegay/Health Department	May 15, 2023

Subject: Opioid Settlement Funds - Resolution Directing Expenditures

Summary, explanation, and background:

Duplin County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals. The allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"). Per the MOA, E6 states the process for drawing from the special revenue funds to include budget items or resolution required and include details.

From the FY 2023-2024 Budget Retreat, the BOCC requested an Opioid Settlement Coordination Group be formed to discuss the county's strategy options. After several meetings, the Coordination Group would like to request the first strategy to be authorized would be Strategy #1 - Collaborative Strategic Planning from Exhibit A of the MOA. Under Strategy #1, a project coordinator will be hired to oversee and manage the project, to further develop strategic plans for appropriate usage of Opioid Settlement Funds in Duplin County, and to confirm compliance with the MOA. Additionally, to develop a collaboration group to assist with strategic planning to address Opioid misuse, addiction, overdose, or related issues as well as host community forums to obtain input for strategic planning to address the Opioid epidemic in Duplin County.

Requested Action:

1) Approve Resolution for Expenditure of the Opioid Settlement Funds as presented for Strategy #1-Collaborative Strategic Planning per Exhibit A of the MOA
2) Approval of the budget amendment for 2022-2023

Budget impact for this fiscal year: (Funds available, allocation needed, etc.)

- None

Budget impact for subsequent years: (Funds available, allocation needed, etc.)

- None

Time needed to explain to Commissioners:

- 5 minutes

Attachments:



Resolution
Directing Expenditu

Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr at jaimec@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is noon on the Wednesday preceding the meeting.by the agenda

RESOLUTION 2023 - 8

County of Duplin

Office of the County Commissioners

A RESOLUTION BY THE COUNTY OF DUPLIN
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS, Duplin County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS, the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS, Duplin County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS, section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Duplin County authorizes the expenditure of Opioid Settlement Funds as follows:

1. First strategy authorized
   a. Name of strategy: Collaborative Strategic Planning
   b. Strategy is included in Exhibit A
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #1
   d. Amounted authorized for this strategy: $74,400.00
      Period of time during which expenditure may take place: Start date June 1, 2023 through End date December 31, 2023.

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e. Description of the program, project, or activity: Hire a Project Coordinator to oversee and manage the project, to further develop strategic plans for appropriate usage of Opioid Settlement Funds in Duplin County and to confirm compliance with the MOA. Develop a collaboration group to assist with strategic planning to address Opioid misuse, addiction, overdose, or related issues. Host community forums to obtain input for strategic planning to address the Opioid epidemic in Duplin County.
f. Provider: Opioid Settlement Coordination Group

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is $74,400.00.

Adopted this the 15th day of May, 2023.

Dexter B. Edwards, Chair
Duplin County Board of Commissioners

ATTEST:

Davis H. Brinson, Clerk to the Board

COUNTY SEAL

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Scotty Summerlin, Economic Development	**Meeting Date:** May 15th, 2023
Subject: Recommendation to approve Resolution Confirming Establishment of the Duplin County Economic Development Commission and Appointments of 9-member Board.	
Summary, explanation and background: In an effort to clarify the structure and make-up of the Duplin County Economic Development Commission, the long-standing body requests approval of the subject Resolution and slate of Board members. The Board has functioned in an advisory capacity to the Duplin County Economic Development Director and the Board of County Commissioners for decades. Approval of the recommended Resolution and Board roster will solidify the relationship between the Duplin County Board of Commissioners and the Economic Development Commission.	
Requested Action: Motion to approve the Resolution Confirming Establishment of the Duplin County Economic Development Commission and confirming appointment of the nine (9) members, as recommended by the acting body.	
Budget impact for this fiscal year: N/A.	
Budget impact for subsequent years: N/A.	
Time needed to explain to Commissioners: 4 minutes	
Attachments: (1) Resolution Confirming Establishment of the Duplin County Economic Development Commission. (2) Duplin County Economic Development Commission Board Member List with Term Expirations	
Instructions for what to do with attachments once approved: Upon signatures and recording, return originals to the Duplin County Economic Development Commission office.	

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

DUPLIN COUNTY ECONOMIC DEVELOPMENT COMMISSION

Appointment Date: May 15th, 2023

Member	Occupation	Term Expires
One-Year Term:		
Kenneth Smith	Local Business Owner/Retired Mayor & Retired Educator	June 30, 2024
Dean Lee	3HC, President & CEO	June 30, 2024
Glenn Cavenaugh	Realtor	June 30, 2024
Two-Year Term:		
Roger Davis, Vice-Chairman	Retired USDA / Farmer	June 30, 2025
Al Searles	Smithfield Foods Transportation Div., VP	June 30, 2025
Kevin Smith	Duplin County Schools, Asst. Superintendent for Accountability Equity and Improvement Systems	June 30, 2025
Three-Year Term:		
Don Taber	House of Raeford Farms, Pres. & CEO	June 30, 2026
Jay Carraway	JSCC, President	June 30, 2026
Charley Farrior, Chairman	Local Business Owner / Retired Mayor	June 30, 2026

RESOLUTION 2023 - 9

County of Duplin

Office of the County Commissioners

RESOLUTION CONFIRMING THE ESTABLISHMENT OF THE DUPLIN COUNTY ECONOMIC DEVELOPMENT COMMISSION

State of North Carolina

County of Duplin

Establishment of the Duplin County Economic Development Commission (hereinafter also generally referred to as "Duplin EDC") is hereby confirmed pursuant to the provisions of Article 2, Chapter 1588 of the General Statutes of North Carolina.

SECTION I: PURPOSE

The purpose for which the Duplin EDC is organized is to further the economic development prospects of Duplin County, North Carolina and to promote job creation opportunities, wage growth, and growth in the tax base in Duplin County. The Commission seeks to enhance the overall residential, business, and commercial environment, thus improving the quality of life for all people of Duplin County and municipalities within the County.

SECTION II: COMPOSITION AND APPOINTMENTS

The Duplin County Economic Development Commission ("Duplin EDC") consists of nine (9) members, all of which must be appointed or approved by the Duplin County Board of County Commissioners ("Board of Commissioners").

Three (3) of the Duplin EDC members shall be directly appointed by the Board of Commissioners.

James Sprunt Community College Board of Trustees shall have authority to nominate, from time to time as vacancies arise, one (1) person to serve as a Duplin EDC member. Upon review and acceptance by a majority of then-sitting members of the Duplin EDC Board, said nominee shall be submitted to the Board of Commissioners for consideration and approval.

The Duplin County Board of Education shall have authority to nominate, from time to time as vacancies arise, one (1) person to serve as a Duplin EDC member. Upon review and acceptance by a majority of then-sitting members of the Duplin EDC Board, said nominee shall be submitted to the Board of Commissioners for consideration and approval.

The Duplin EDC Board shall include an additional four (4) "at-large" members who must be considered and approved by the Board of Commissioners. Prior to submission to the Board of Commissioners, at-large nominees must be approved by a majority of then-sitting members of the Duplin EDC Board.

All nominees are to be submitted to the Board of Commissioners at least thirty (30) days prior to the expiration of the members' term to be filled. An appointment to fill an unexpired term is to be

made within thirty (30) days after the vacancy occurs and only for the remainder of the unexpired term of the member being replaced. In the event the Duplin EDC Board fails to act as prescribed above, the Board of Commissioners may, at its discretion, appoint a member to fill the vacancy.

SECTION III: MEMBERSHIP TERMS

At the time of adoption of this Resolution, the Board of Commissioners shall determine and designate three members of the Duplin EDC Board to serve a term of one (1) year, three members to serve a term of two (2) years, and three (3) members to serve a term of three (3) years. As these terms expire, all vacancies shall be filled in accordance with Section II above with new or reappointed members all serving terms of three (3) years.

SECTION IV: OFFICERS, MEETINGS, AND QUORUM

The Duplin EDC shall appoint from its members a Chairman, a Vice-Chairman, and such other officers as it may deem necessary for the orderly conduct of its business. It shall hold meetings not less often than quarterly and at other times as called by the Chairman, or by three members of the Commission, provided that proper public notice is given in compliance with N.C. Gen. Stat. § 143-318.12.

Pursuant to N.C. Gen. Stat. § 158-9, the Duplin EDC shall adopt such rules and regulations as it may deem necessary for the proper discharge of its duties and the Chairman may appoint committees as the work of the Duplin EDC may require.

A majority of members of the Duplin EDC Board present at any properly noticed meeting shall constitute a quorum and action taken by a simple majority of the members present at any such meeting shall be deemed sufficient and valid.

SECTION V: COMPENSATION OF MEMBERS

The members of the Duplin EDC Board shall serve as such without compensation. However, members may be reimbursed for expenses incurred in connection with their duties, if approved by both a majority of the other members of the Duplin EDC Board and the Board of Commissioners.

SECTION VI: REMOVAL OF MEMBERS

Any member of the Duplin EDC Board may be immediately removed, with or without cause, by the Board of Commissioners. A member may also be removed by other members of the EDC Board by vote of not less than three-fourths (3/4) of the entire EDC Board membership, provided that the action is taken at a meeting properly noticed for that purpose, the member has been informed at least ten (10) days prior in writing of the reasons for his or her potential removal, and the member is afforded an opportunity to be heard at such meeting prior to a vote be taken on removal by the EDC Board.

Any vacancy created by removal of a member shall be promptly filled in accordance with Section II above.

SECTION VII: EXECUTIVE DIRECTOR

The Executive Director of the Duplin EDC shall be an employee of Duplin County, to be compensated by the County and supervised and evaluated by the Duplin County Manager and Board of Commissioners, with input and recommendations from the Duplin EDC Board. The Executive Director shall attend all meetings of the Duplin EDC and otherwise assist in the day-to-day operations of the Duplin EDC but shall have no voting rights.

SECTION VIII: POWER AND DUTIES OF THE DUPLIN COUNTY ECONOMIC DEVELOPMENT COMMISSION

In addition to the powers and duties expressly authorized under N.C. Gen. Stat. § 158-13, the Duplin EDC is hereby vested with authority to maintain, equip, regulate, and operate such industrial parks and facilities which may be owned or hereafter acquired by Duplin County.

The Duplin EDC shall further serve as an advisory body to the Board of Commissioners on all matters involving economic development in Duplin County. In the event that by proper resolution it should be determined by the Board of Commissioners that industrial parks and/or facilities should be developed or constructed it shall be the duty of Duplin EDC to supervise and oversee such development and construction, and report the progress thereof to the Board of Commissioners.

Subject to approval by the Board of Commissioners and compliance with all federal and state law, the Duplin EDC may adopt such rules, regulations, policies and procedures as it deems necessary and appropriate for the governance and operation of any industrial parks or facilities which may be owned or acquired by Duplin County.

SECTION IX: BUDGET APPROPRIATIONS AND FISCAL RESPONSIBILITY

Each and every fiscal year, the Duplin EDC shall prepare and file with the Board of Commissioners a proposed budget covering its proposed expenditures for the requisitions, maintenance, equipment and operation of all facilities and operations in its charge for the next ensuing fiscal year. The fiscal year of the Duplin EDC shall coincide with the fiscal year of Duplin County. Subject to approval by the Board of Commissioners, appropriation of funds to serve the requirements of the Duplin EDC will be itemized and budgeted on an annual basis.

The Duplin EDC shall make no expenditures beyond the itemized and budgeted amounts so appropriated without the express approval of the Board of Commissioners. Nothing herein shall be interpreted to make it mandatory for the Board of Commissioners to appropriate any specific amount for the Duplin EDC. At the conclusion of each fiscal year, the Duplin EDC shall prepare and submit to the Board of Commissioners a complete and itemized report of its income and expenditures for the preceding fiscal year.

All funds received by Duplin County for the construction, operation, equipment, or maintenance of properties and facilities under the control of the Duplin EDC shall be disbursed by the Duplin County Finance Director upon receipt of vouchers or itemized invoices issued by the Duplin EDC. Notwithstanding the foregoing, no disbursement shall be made which is not identified in the approved budget or otherwise authorized by the Board of Commissioners. All funds shall be received, managed, and disbursed in accordance with Chapter 159, Article III (The Local Government Budget and Fiscal Control Act) of the North Carolina General Statutes.

The Duplin EDC shall work in conjunction with and assist The Foundation for Duplin County Industrial and Business Development d/b/a The Duplin Economic Development Corporation in its mission to further economic development prospects and promote job creation opportunities, wage growth, and growth of the tax base in Duplin County. Any application for grant or other fundraising activity by The Foundation for Duplin County Industrial and Business Development d/b/a The Duplin Economic Development Corporation must be approved by the Duplin EDC. Any application for grant or other fundraising activity by The Foundation for Duplin County Industrial and Business Development d/b/a The Duplin Economic Development Corporation that requires a match or other financial contribution by Duplin County must be approved by its Board of County Commissioners.

SECTION X: REPEAL AND REVOCATION OF PRIOR ECONOMIC DEVELOPMENT RESOLUTIONS

This Resolution repeals and revokes any prior economic development resolutions adopted by the Duplin County Board of County Commissioners and abolishes any other board, committee, or commission created pursuant to any such resolution. This Resolution further terminates any delegation of economic development authority conveyed to any entity other than the Duplin EDC or The Foundation for Duplin County Industrial and Business Development d/b/a The Duplin Economic Development Corporation.

SECTION XI: AMENDMENTS AND MODIFICATIONS

The powers herein vested in the Duplin EDC pursuant to this Resolution may be enlarged, restricted, or amended only by subsequent resolution by the Board of Commissioners.

Adopted this the 15th day of May, 2023.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Davis H. Brinson
Clerk to the Board of Commissioners

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department Angie B. Quinn - Soil & Water Conservation	Meeting Date: May 15, 2023
Subject: NE Cape Fear River Section 2- Streamflow Rehabilitation (StRAP) Contract	
Summary, explanation and background: Daniel Steiner, DBA SnatchIt Clearing, was the low bidder for the NE Cape Fear River Section 2- Streamflow Rehabilitation (StRAP) Contract in the amount of $74,892.00	
Requested Action: Award Daniel Steiner, DBA SnatchIt Clearing, the NE Cape Fear Section 2 Streamflow Rehabilitation (StRAP) Contract in the amount of $74,892.00.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) Funds Available from NC Division of Soil and Water	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) N/A	
Time needed to explain to Commissioners: 1 minute	
Attachments: Contract with maps	
Instructions for what to do with attachments once approved: place in Soil and Water box	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins at trishaann.hoskins@duplincountync.com or Davis H. Brinson at dbrinson@duplincountync.com. The deadline for getting on the agenda is Noon on the Wednesday preceding the meeting.

NORTH CAROLINA

CONTRACT FOR STREAM REMOVAL

DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 17th, day of May **2023**, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, Snatchit Clearing, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

SCOPE OF SERVICES. The County has been appropriated funds for the Streamflow Rehabilitation Program (**StRAP**) on the North East Cape Fear River in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Grantees shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)

Cable Material: A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.
Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

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

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

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN THE NORTH EAST CAPE FEAR RIVER PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in **Section 2**, of the North East Cape Fear River (see **ATTACHMENT A** which is incorporated

herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in **ATTACHMENT B** *Clearing and Snagging Project* and **ATTACHMENT C** *USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.*

The parties agree that Stream Debris Removal work under this Contract shall temporarily cease when river water levels exceed five feet (5'), pursuant to USGS 02108000 measurements near Chinquapin, NC, unless mutually agreed otherwise by the parties. It is recognized, however, that there may be portions of the river where work can be done during periods where water levels exceed five feet (5') at the gauge near Chinquapin, NC. County therefore agrees to in good faith assist in finding locations where Contractor can continue to work and Contractor agrees to in good faith attempt to timely perform such work.

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith. However, it is agreed by the parties that no inspection shall take place at a time when river water levels exceed five feet (5'), pursuant to USGS 02108000 measurements near Chinquapin, NC.

1. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

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

1.2 The Contractor shall achieve Substantial Completion of the entire Work no later than **October 30, 2023**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS ($200.00) per day for each and every calendar day that the work may be incomplete beyond **October 30, 2023**, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the **October 30, 2023**, contract completion date must be made in writing by the Duplin County Soil and Water Department.

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2. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed Dollars (**$ 74,892.00**), as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

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

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

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

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

   3.1 Provide any lien waiver requested by the County, prior to final payment from the County; and

   3.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and

   3.3 The work as listed above and contemplated herein shall be performed in a workman- like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and

   3.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

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

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

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

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

5. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

6. **INSURANCE AND BONDS.**

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

   claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
   claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

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

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

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

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

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

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

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

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

$500,000 --- Workers' Compensation

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

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

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

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

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

8. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

9. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

10. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

11. 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.

12. TERMINATION OF CONTRACT. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

    This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

    Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party

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

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

The examples of default set forth above are not all-inclusive and should in no way be construed to

limit the County's right to allege and assert other instances of default by Contractor. Contractor

shall be responsible for any and all costs and damages of the OWNER resulting from said default.

13. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

14. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

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

17. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

18. GOOD STANDING WITH COUNTY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

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

    Snatch It Clearing
    ATTN: Daniel Steiner
    206 Old NC 24 Hwy
    Beulaville, NC 28518

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

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

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

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

23. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

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

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

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

Reviewed by Department Head

By: Angie B. Quinn

Printed Name: Angie B. Quinn

Title: Dil Conservation Director

Date: 5/10/23

CONTRACTOR

By: H. David Steiner

Printed Name: H. David Steiner

Title: Owner

Date: 5-10-23

DUPLIN County

By: Wells Ellis

Government Printed Name: Duplin County Board of County Commissioners

Title: Chairman

Date: May 15, 2023

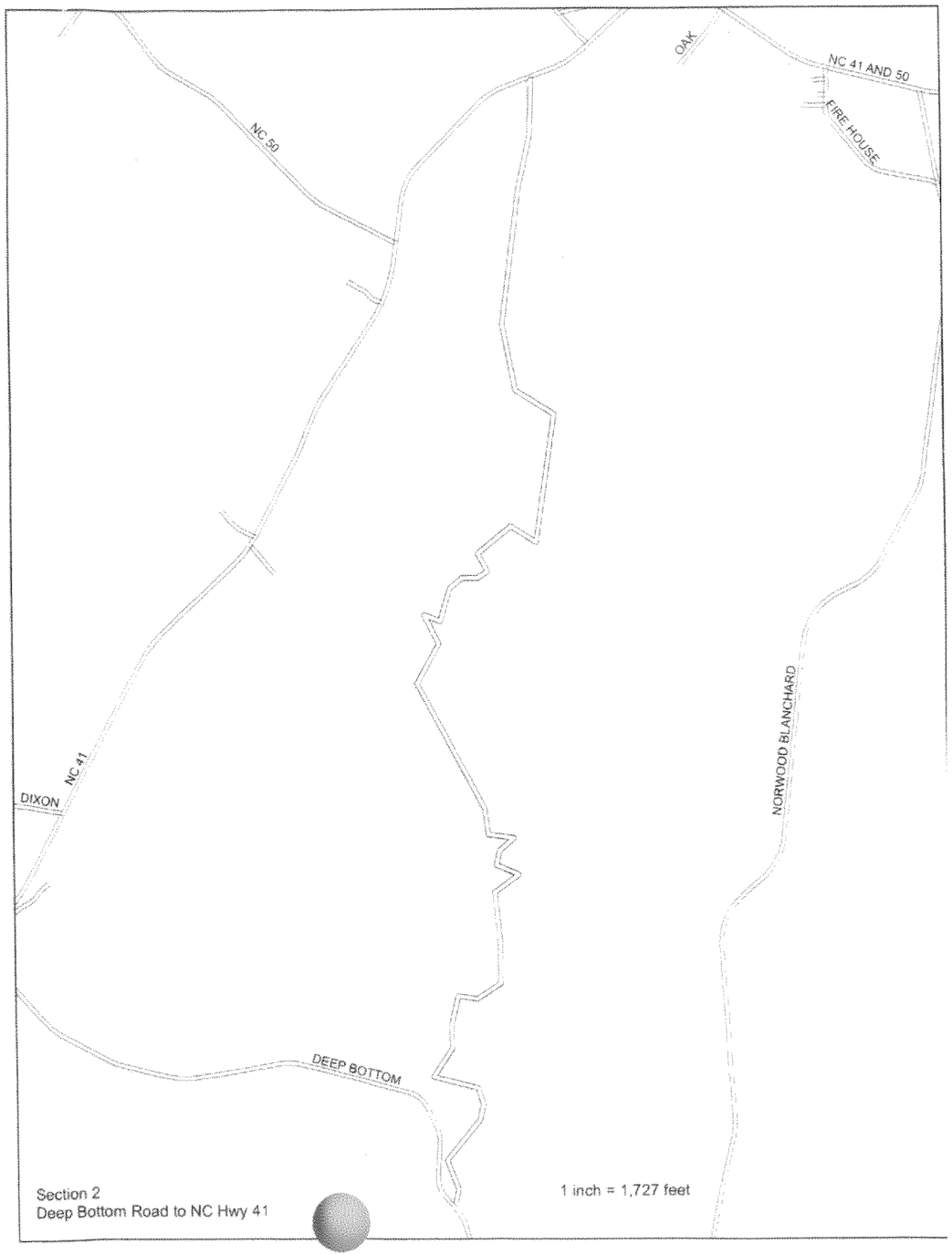
DUPLIN County

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

Gracy Chestnutt

Duplin County Finance Officer

ATTACHMENTS to follow



County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Angie Quinn, Duplin Soil and Water Conservation	**Meeting Date:** May 15, 2023
Subject: Limestone and Muddy Creek Watershed Maintenance Contract	
Summary, explanation and background: Douglas Sholar of D & D Construction, LLC, placed a bid on the Annual Limestone and Muddy Maintenance Contract in the amount of $133,500.00.	
Requested Action: Award Douglas Sholar of D & D Construction, LLC the Annual Maintenance Contract for Limestone and Muddy Creek in the amount of $133,500.00.	
Budget impact for this fiscal year: Funds Available from NC Division of Soil and Water	
Budget impact for subsequent years: n/a	
Time needed to explain to Commissioners: 1-2 minutes	
Attachments: Contract with maps	
Instructions for what to do with attachments once approved: Place copy in Soil and Water box	

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

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

CONTRACT RENEWAL

This Renewal of Contract (hereinafter "Renewal") is made and entered into this 1st day of May, 2023, by and between D & D Construction (hereinafter "Contractor") and Duplin County (hereinafter "County").

WITNESSETH:

WHEREAS, Contractor previously entered into a maintenance and repairs contract (hereinafter "Contract") with County June 20, 2022, which is incorporated herein by reference;

WHEREAS, Section 2.3 of said Contract provides as follows:

> The parties may mutually agree to renew this Contract for two (2) additional periods (July 1, 2023 through September 30, 2023 and July 1, 2024 through September 30, 2024). Any such agreement to renew this Contract must be in writing;

WHEREAS, pursuant to the aforementioned renewal option, the parties timely agreed to renew the Contract for the period of July 1, 2023 through September 30, 2023.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Contract referenced above and herein incorporated is hereby extended for an additional period of July 1, 2023 through September 30, 2023.

2. Section 3 of the Contract is hereby amended to reflect that Contractor shall receive from the County a sum not to exceed $133,500.00 as full compensation for the provision of services provided under the Contract, subject to additions and deductions as provided in the Contract Documents.

3. By execution hereof, the person signing for Contractor below certifies that he/she has read this agreement and that he/she is duly authorized to execute this contract on behalf of Contractor.

4. Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County, and covenants and agrees to remain current on any taxes, fees, or other debt owed by to Duplin County during the term of the Contract and this Renewal thereto.

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

6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this agreement. In the event there is a conflict between the Original Agreement and this agreement, this agreement shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Renewal to be executed by their duly authorized office or agent. This Renewal shall be effective as of the date herein.

D & D CONSTRUCTION

By: _____

Printed Name Douglas Sholar

Title: owner

DUPLIN COUNTY

By: _____

Printed Name: Dexter Edwards

Title: Chairman

Reviewed by Department Head

Date Reviewed: 5/4/23

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

Tracy Chestnutt

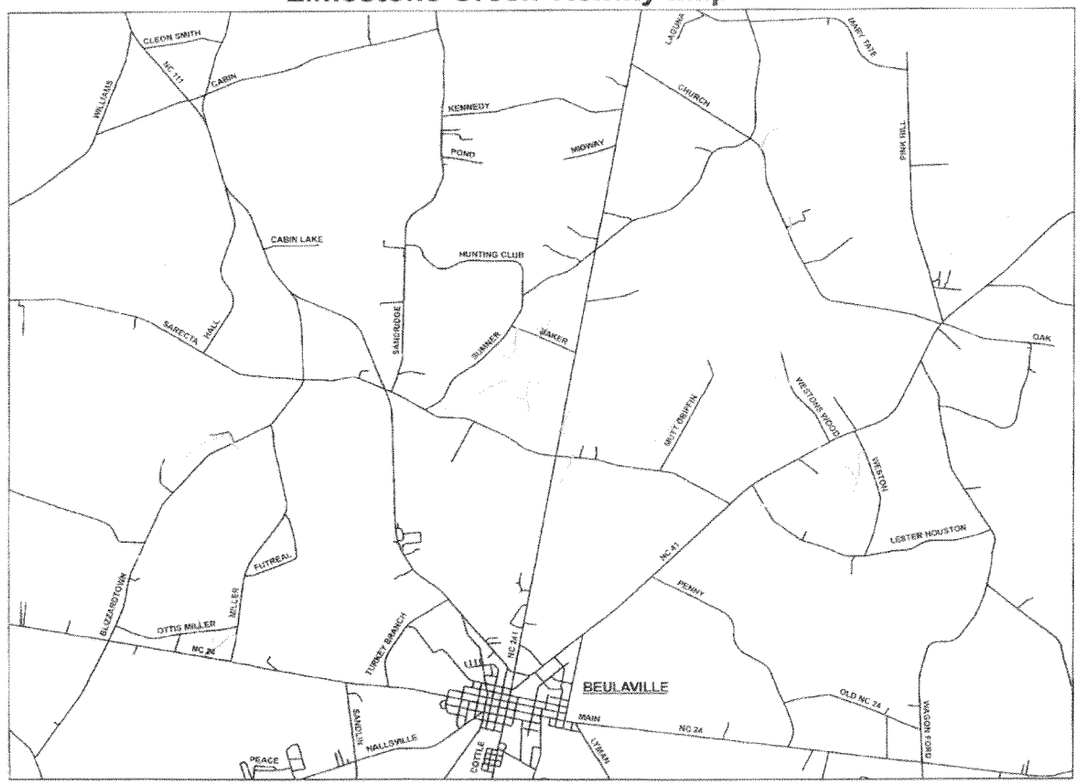
Duplin County Finance Officer

0749

Muddy Creek Vicinity Map



Limestone Creek Vicinity Map



0570

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Angie Quinn, Duplin Soil and Water Conservation	**Meeting Date:** May 15, 2023
Subject: Limestone and Muddy Creek Watershed Mowing Contract	
Summary, explanation and background Hank Bond of Han-Dy-Land Farms, placed a bid on the Limestone and Muddy Mowing Contract in the amount of $51,800.00.	
Requested Action: Award Hank Bond of Han-Dy-Land Farms, the Mowing Contract for Limestone and Muddy Creek in the amount of $51,800.00.	
Budget impact for this fiscal year: Funds Available from Watershed Account 4960-43502	
Budget impact for subsequent years: n/a	
Time needed to explain to Commissioners: 1-2 minutes	
Attachments: Contract with maps	
Instructions for what to do with attachments once approved: Place copy in Soil and Water box	

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

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

CONTRACT RENEWAL

This Renewal of Contract (hereinafter "Renewal") is made and entered into this 1st day of May, 2023, by and between Hank Bond d/b/a Han-Dy-Land Farms (hereinafter "Contractor") and Duplin County (hereinafter "County").

WITNESSETH:

WHEREAS, Contractor previously entered into a mowing maintenance contract (hereinafter "Contract") with County on June 20, 2022, which is incorporated herein by reference;

WHEREAS, Section 2 of said Contract provides as follows:

> The parties may mutually agree to renew this Contract for two (2) additional periods (December 1, 2023 through February 29, 2024 and December 1, 2024 through February 29, 2025), so long as agreed upon prior to May 1 the year the base term or extended term is set to expire. Any such agreement to renew this Contract must be in writing;

WHEREAS, pursuant to the aforementioned renewal option, the parties hereby agree to renew the Contract for the period of December 1, 2023 through February 29, 2024.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Contract referenced above and herein incorporated is hereby extended for an additional period of December 1, 2023 through February 29, 2024.

2. Section 3 of the Contract is hereby amended to reflect that Contractor shall receive from the County a sum not to exceed $ 51,800.00 as full compensation for the provision of services provided under the Contract, subject to additions and deductions as provided in the Contract Documents.

3. By execution hereof, the person signing for Contractor below certifies that he/she has read this agreement and that he/she is duly authorized to execute this contract on behalf of Contractor.

4. Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County, covenants and agrees to remain current on any taxes, fees, or other debt owed by to Duplin County during the term of the Contract and this Renewal thereto.

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

6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this agreement. In the event there is a conflict between the Original Agreement and this agreement, this agreement shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Renewal to be executed by their duly authorized office or agent. This Renewal shall be effective as of the date herein.

HANK BOND D/B/A HANK-DY-LAND FARMS

By: Hank Bond

Printed Name Hank Bond

Title: Owner

DUPLIN COUNTY

By: Dexter Edwards

Printed Name: Dexter Edwards

Title: Chairman

Reviewed by Department Head

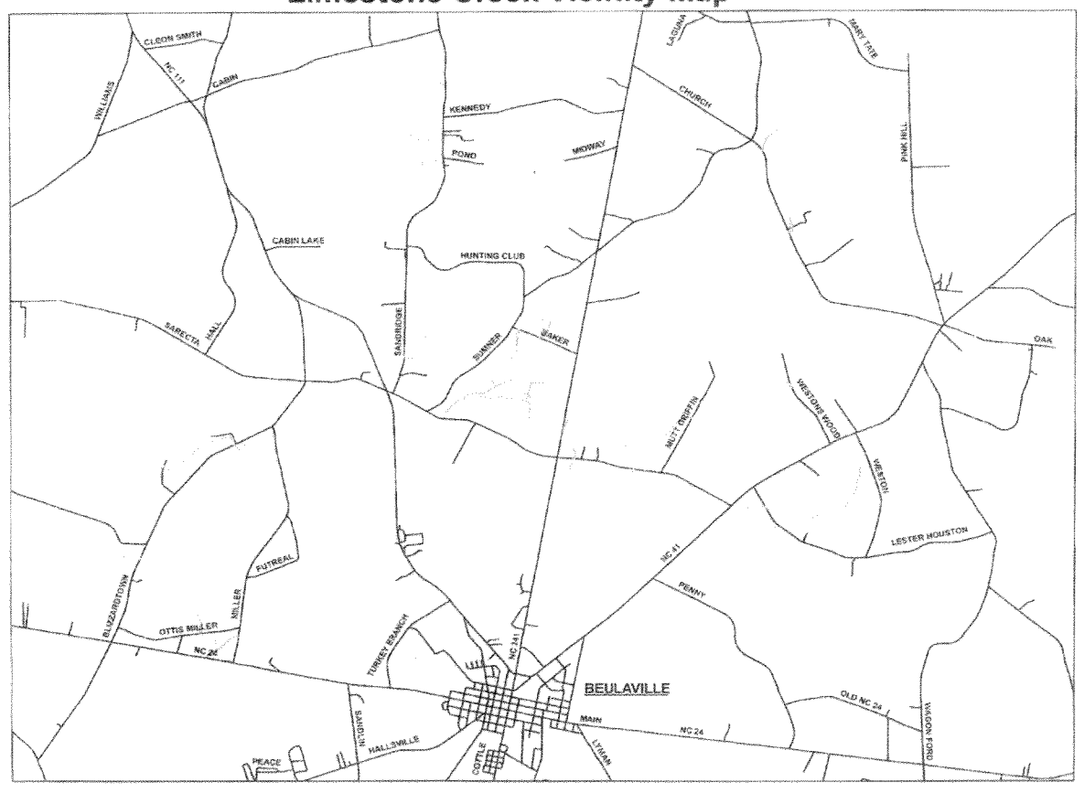
Date Reviewed: 5/8/23

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

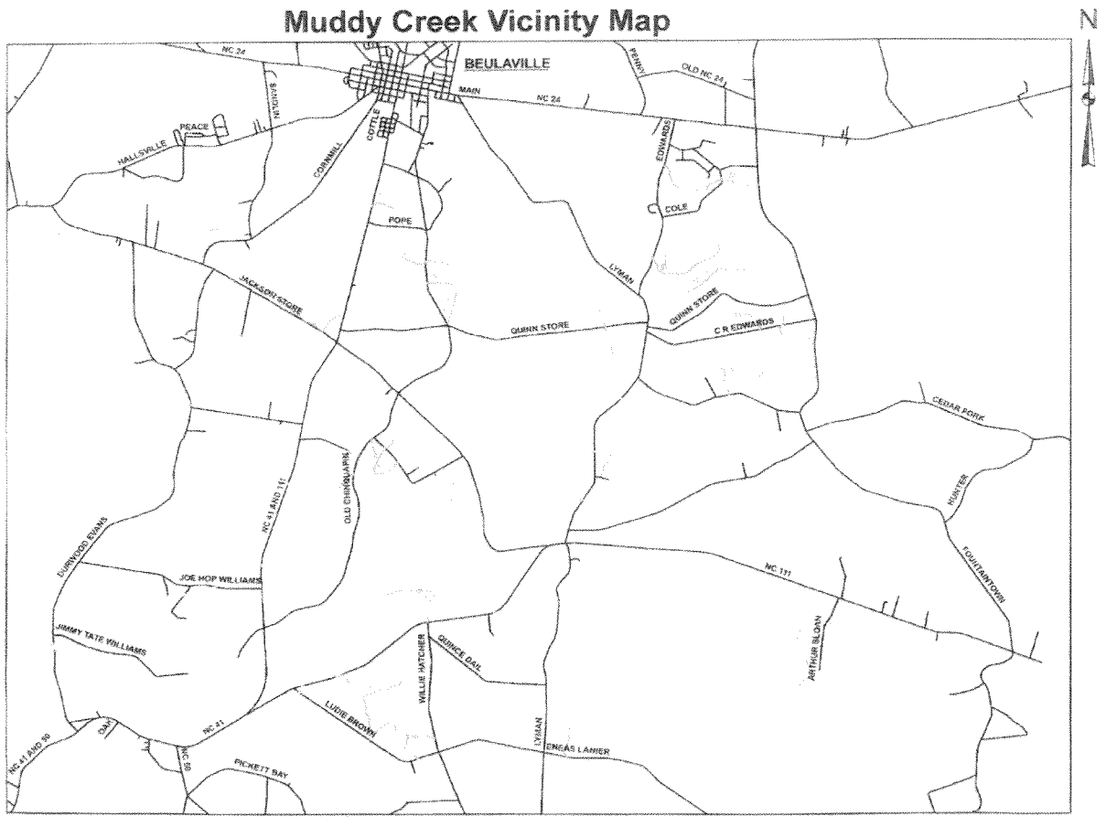
Tracy Chestnutt

Duplin County Finance Officer

Limestone Creek Vicinity Map



0252



County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: George Futrelle, Assistant County Manager / Airport Director	**Meeting Date:** May 15, 2023
Subject: Airfield Drainage Repair Project-Phase II	
Summary, explanation and background: The Duplin County Airport received additional state grant funding for the purpose of completing Phase-II, Airfield Drainage Repairs. This is in addition to the previously funded Airfield Drainage Assessment Project and Phase I of the drainage repairs. This completes the repairs of all drainage malfunctions in our airfield drainage system. The Airport Commission and the NCDOT-Division of Aviation has reviewed and approved of these contracts and recommends them for your approval.	
Requested Action: 1. Request approval of AVCON Contract Amendment #2 of Task Order 2021-2 in the amount of $13,868 2. Request approval of River Landing Builders, LLC service contract in the amount of $210,700	
Budget impact for this fiscal year: This is a 90% state, 10% county funded project. The county match has already been appropriated in the Airport's Project Match for Grants line item.	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 2 minutes	
Attachments: Partially executed AVCON Contract Amendment #2, for T.O. 2021-2 Partially executed River Landing Builders, LLC service contract	
Instructions for what to do with attachments once approved: Ask Chairman to execute both contracts and return originals to Airport please.	

0253

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

CONTRACT AMENDENT NO. 2
(Grant # - 36244.20.15.1)

Contract Amendment No. 2 to Task Order No. 2021-2 for Informal Bid Package and Limited Construction Phase Services for the drainage repair option depicted in the Airfield Drainage Assessment. Describing a specific agreement between the Duplin County (OWNER) and AVCON, INC. (CONSULTANT), in accordance with the terms of the Standard Master Agreement for Continuing Professional Services dated June 2019.

IDENTIFICATION OF PROJECT AND SCOPE OF SERVICES:

The Airfield Drainage Assessment (Design) Project (PROJECT) (36244.20.15.1) at the Duplin County Airport, Kenansville, North Carolina (Airport) identified issues at numerous drainage structures and in several pipes. The previous project utilized the remaining funding in the existing grant to identify and repair three (3) drainage structures and one (1) pipe failure to better assess the appropriate repair technique and time required for the repairs.

The DoA added additional funding January 19, 2023, to the grant for repairing the remaining structures and pipes. This project prepares an informal bidding package that identifies the remaining structures and pipes in need of repair on the airfield.

Informal bids will be taken by OWNER and reviewed by CONSULTANT. The CONSULTANT will coordinate the OWNER and awarded contractor for proposed schedule to perform these repairs as well as perform five (5) site visits (4 during construction and 1 final walk through) to check on the progress of the construction. The OWNER's staff will take daily photos to document the repair progress and send to the CONSULTANT for review.

Once these repairs are completed, the CONSULTANT will aid in the closure of the grant.

SCHEDULE

The informal bidding process by the Owner is expected to be to take up to 30 days beginning in February. It is anticipated that construction will begin as coordinated with the awarded contractor and OWNER. It is anticipated proposed work will take approximately 40 days to complete.

ASSUMPTIONS

- Geotech is not required for this project.
- As-built survey is not required for this project.
- Preconstruction meeting, if required, will be handled virtually.
- Three (3) pay requests and grant reimbursement are anticipated.

- Site visits are not intended to constitute inspection or approval of work. Site visits will include a site report documenting progress of the construction as well as pictures.
- Project completion and closure will be at the direction of the OWNER.

METHOD OF COMPENSATION

For the Limited Construction Phase Services at the Duplin County Airport, as previously described, a total project fee of $13,868.00 as shown.

Executed this 15 day of May, 2023.

CLIENT:
DUPLIN COUNTY

BY: _____

ITS: Chairman Duplin County Board of County Commissioners

ATTEST: _____
Davis H. Brinson, Clerk to Board

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

BY: _____

ITS: Sandeep Singh, P.E., President

ATTEST: _____

PROFESSIONAL FEE SUMMARY
FOR
CONTRACT AMENDMENT 2
LIMITED CONSTRUCTION PHASED SERVICES FOR
DRAINAGE REPAIR (AS DEPICTED IN THE INFORMAL BID PACKAGE)
AT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NORTH CAROLINA

AVCON Project No. 2021.0289.01 **DATE: 1/24/2023**

Item Description	Fees	Method	NCDOA Code
TASK 1 INFORMAL BIDDING PACKAGE AND LIMITED CONSTRUCTION PHASE SERVICES			
AVCON Labor Costs and Direct Expenses	$13,868.00	LS	A104
Informal Bidding Package and Limited Construction Phase Services	$13,868.00		

0255

ENGINEERING FEE COMPUTATION FOR DUPLIN COUNTY AIRPORT — AVCON Project No. 2021.0268.01 — DATE: 1/24/2023
AIRFIELD DRAINAGE SYSTEM ASSESSMENT PROJECT

PROJECT: INFORMAL BID PACKAGE AND LIMITED CONSTRUCTION PHASE SERVICES
TASK: Informal Bidding Package and Limited Construction Phase Services

ITEMS OF WORK	trips from CLT off	trips from RDU off		PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	SR. CADD TECH	CADD TECH	ADMIN / SUPPORT	TOTAL HOURS
Informal Bidding Package and Limited Construction Phase Services														
Project Scoping and Fee Development						2			12				4	20
Informal Bidding Package						4			2				4	12
Project Management and Coordination with Client and NCDOA						6			2					8
Preconstruction Meeting (Virtual), Agenda, and Notes						4			4					8
Coordination with Contractor on Schedule and Repair						4			8					12
Site Visits (4 site visits and a final walk through)		4				10			2					16
Site Visit Reports						2			2				4	8
Process Pay Request and Grant Reimbursement						4			4					8
Prepare "as built" exhibit for Project Closeout Documents						2			2				12	16
Project and Grant Close out						4								4
														0
														0
														0
Total Trips	0	6												
				0	1	47	0	0	48	0	0	0	24	168
Total Manhours Category														
Hour Salary Rate				$80.77	$71.39	$58.89	$52.89	$47.13	$43.27	$37.31	$34.25	$22.12	$21.80	
Payroll Burden				$0.00	$71.39	$2,356.60	$0.00	$0.00	$1,730.95	$0.00	$0.00	$0.00	$516.00	
Total Payroll Burden			$ 4,673.79											
General Overhead		157.85%	$ 7,378.98											
Subtotal			$ 12,052.77											
Fixed Fee		11.00%	$ 1,325.80											
Facilities Cost of Capital		0.6537%	$ 30.55											
Total			$ 13,409.13											
Direct Expenses (see below)			$ 458.50											
AVCON Labor and Direct Expense Total - Limited Construction Phase Services			$ 13,867.63											
AVCON Labor and Direct Expenses - USE			**$ 13,868.00**											

TASK: Informal Bidding Package and Limited Construction Phase Services

DIRECT COSTS

	UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
TRAVEL - MILEAGE						
TRIPS/TRAVEL (round trip: Charlotte to Kenansville, NC)	Miles	0	665	0	$0.655	$0.00
TRIPS/TRAVEL (round trip: Wilmington to Kenansville, NC)	Miles	1	140	700	$0.655	$458.50
TRAVEL - MEALS						
Breakfast	Each	0			$9.90	$0.00
Lunch	Each	0			$11.90	$0.00
Dinner	Each	0			$20.50	$0.00
TRAVEL - LODGING	Each	0			$76.90	$0.00
	SUBTOTAL TRAVEL:					$458.50

	UNIT	QUANTITY	SETS	PAGES/SET	UNIT COST	TOTAL
REPRODUCTIONS AND PERMITS						
Plans (11" x 17")	Page	0	0	0	$0.15	$0.00
Plans (22" x 34")	Page	0	0	0	$2.35	$0.00
Engineer's Report (8.5" x 11")	Page	0	0	0	$0.09	$0.00
Project Manual (Specifications)	Page	0	0	0	$0.09	$0.00
Covers	Each	0	0	0	$0.50	$0.00
Binders	Each	0	0	0	$0.50	$0.00
POSTAGE/OVERNIGHT DELIVERIES	LS	0	0	0	$25.00	$0.00
PERMITS					ALLOW	$0.00
	SUBTOTAL REPRODUCTION AND PERMITS					$0.00

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: $458.50

NORTH CAROLINA **SERVICE CONTRACT**
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 3rd day of **April 2023**, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, **River Landing Builders, LLC** a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

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

2. **TERM OF CONTRACT.** The Term of this Contract for Services is from April 3, 2023 to June 30, 2023 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed **$210,700.00** as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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

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

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

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

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

8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

CONTRACTOR shall further comply with all federal, state, and local requirements related to participation of minority and historically underutilized businesses in all aspects of the services to be provided under this Contract.

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

11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

If, through any cause, CONTRACTOR shall fail to fulfill its contractual obligations in a timely and proper manner, COUNTY shall give written notice and CONTRACTOR shall correct the stated inadequacy within a fifteen (15) business day cure period. If CONTRACTOR fails to timely correct the inadequacy, then COUNTY shall have the right to immediately terminate the Contract by giving written notice specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by CONTRACTOR under this contract shall, at the COUNTY's option, become its property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactorily completed work minus any payment or compensation previously received. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by virtue of CONTRACTOR's breach of this agreement, and COUNTY may withhold payment due to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY can be determined. Without limiting any other remedies that may be available in the case of breach by CONTRACTOR, COUNTY may procure contract services from another source and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of default under this contract.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

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

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16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

17. **GOOD STANDING WITH COUNTY**. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

COUNTY OF DUPLIN: Duplin County Airport, 260 Airport Road, Kenansville, NC 29349
ATTN: George Futrelle, Assistant County Manager / Airport Director

CONTRACTOR: River Landing Builders, LLC, P.O. Box 1139, Wallace, NC 28466
ATTN: Courtney St. Pierre

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

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

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

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

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

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

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

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

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

Reviewed by Department Head
George Futrelle
Date Reviewed: 3/27/2023

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

CONTRACTOR
By:
Printed Name: Courtney St Pierre
Title: Contractor

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

ATTACHMENT 1" to follow

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NOTICE TO BIDDERS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for the **DRAINAGE ASSESSMENT – Bid Package 2** project at the **Duplin County Airport** will be received by **DUPLIN COUNTY until 11:30 am** local time **Tuesday, March 14, 2023** in the **Duplin County Airport Conference Room, 260 Airport Rd. Kenansville, NC 28349**, at which time and place all bids will be publicly opened and read aloud. Bids received after the stated time will not be accepted.

All Contractors are hereby notified that they shall have proper Contractor's licenses as required by the state laws governing their respective trade in the state where this Project is located. Contractors and subcontractors are required to be on the NCDOT prequalification list.

For more information about getting prequalified with the NCDOT, please visit:
https://connect.ncdot.gov/business/Prequal/Pages/default.aspx

PRE-BID CONFERENCE:

No Pre-Bid Conference will be held.

BID DOCUMENTS:

Bidding documents are attached.

For additional information contact Marty Wynn, AVCON, Inc at mwynn@avconinc.com or by telephone at (910) 612-6900.

The maximum construction time allowed for the Project is Thirty (30) Consecutive Calendar Days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

Sealed envelopes containing bid proposals shall be addressed to:

George Futrelle, Airport Director
Duplin County Airport
260 Airport Rd.
Kenansville, NC 28349

Envelopes must be marked "**Bid Proposal – Drainage Assessment – Bid Package 2**" and must have the bidder's North Carolina contractor's license number on the envelope.

The Duplin County Airport reserves the right to waive any informalities or irregularities in or reject any or all bids and to award or refrain from awarding the contract for the work, whichever is deemed to be in the Owner's best interest.

ATTACHMENT #1

BIDDER: River Landing Builders, LLC DATE 3/14/23

1. Price: Includes all labor, materials, and equipment, etc. required to complete project. It is the intent that the price of each line item shall be inclusive of all materials to completely fix the repair. The price for each line item shall include, but not be limited to, excavation, repair materials, select back fill material, sodding, seeding, mulching, etc.

2. Completion Date: Indicates in calendar days after notice to proceed.

3. In submitting this bid, I certify: a) Items bid are in exact accordance with specifications, unless noted in bid & b) Prices in this bid have been arrived at independently, without consultation or agreement with any competitor for purpose of restricting competition.

4. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal, which includes initials on each bid form sheet, shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Airport: **DUPLIN COUNTY AIRPORT (DPL)**
Project: **AIRFIELD DRAINAGE ASSESSMENT - Bid Package 2**

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
	BID SCHEDULE				
NCDOT 800	MOBILIZATION at Nine Thousand Five Hundred dollars and No/Cents cents	LS	1	$ 9,500.00	$ 9,500.00
NCDOT 300	REPAIR 30" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-19 AND S-20 at Nine Thousand dollars and No/Cents cents	EA	1	$ 9,000.00	$ 9,000.00
NCDOT 300	REPAIR 30" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-30 AND S-31 at Nine Thousand dollars and No/Cents cents	EA	1	$ 9,000.00	$ 9,000.00
NCDOT 300	REPAIR 30" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-31 AND S-32 at Nine Thousand dollars and No/Cents cents	EA	1	$ 9,000.00	$ 9,000.00
NCDOT 300	REPAIR 30" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-20 AND S-21 at Nine Thousand dollars and No/Cents cents	EA	1	$ 9,000.00	$ 9,000.00
NCDOT 300	REPAIR 36" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-21 AND S-22 at Nine Thousand Three Hundred dollars and No/Cents cents	EA	1	$ 9,300.00	$ 9,300.00
NCDOT 300	REPAIR 36" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-22 AND S-28 at Nine Thousand Three Hundred dollars and No/Cents cents	EA	1	$ 9,300.00	$ 9,300.00
NCDOT 300	REPAIR 36" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-28 AND S-29 at Nine Thousand Three Hundred dollars and No/Cents cents	EA	1	$ 9,300.00	$ 9,300.00
NCDOT 300	REPAIR 36" FAILED PIPE CONNECTION BETWEEN STRUCTURES S-29 AND S-30 at Nine Thousand Three Hundred dollars and No/Cents cents	EA	1	$ 9,300.00	$ 9,300.00

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BIDDER INITIALS _____

NCDOT 840	REPAIR DRAINAGE STRUCTURE S-11 at Nine Thousand Five hundred dollars and no/100 cents	LS	1	$ 9,500.00	$ 9,500.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-17 at Eight Thousand Three hundred dollars and no/100 cents	LS	1	$ 8,300.00	$ 8,300.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-20 at Nine Thousand Three hundred dollars and no/100 cents	LS	1	$ 9,300.00	$ 9,300.00
NCDOT 840	REPLACE DRAINAGE STRUCTURE S-22 at Twenty Thousand dollars and no/100 cents	LS	1	$ 20,000.00	$ 20,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-28 AND REPLACE GRATE at Ten Thousand dollars and no/100 cents	LS	1	$ 10,000.00	$ 10,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-29 at Nine Thousand dollars and no/100 cents	LS	1	$ 9,000.00	$ 9,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-30 at Nine Thousand dollars and no/100 cents	LS	1	$ 9,000.00	$ 9,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-31 at Nine hundred Three hundred dollars and no/100 cents	LS	1	$ 9,300.00	$ 9,300.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-32 at Eight Thousand Two hundred dollars and no/100 cents	LS	1	$ 8,200.00	$ 8,200.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-40 at Nine Thousand dollars and no/100 cents	LS	1	$ 9,000.00	$ 9,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-43 at Nine Thousand dollars and no/100 cents	LS	1	$ 9,000.00	$ 9,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-44 at Nine Thousand dollars and no/100 cents	LS	1	$ 9,000.00	$ 9,000.00
NCDOT 840	REPAIR DRAINAGE STRUCTURE S-45 at Eight Thousand Three hundred dollars and no/100 cents	LS	1	$ 8,300.00	$ 8,300.00

TOTAL AMOUNT OF BID SCHEDULE (IN WORDS)

Two hundred Ten Thousand Seven hundred Dollars
no/100 Cents

Total Bid Schedule Amount $ 210,700.00

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: EMS	Meeting Date: May 15th, 2023
Subject: EMS Week Proclamation and Presentation	
Summary, explanation and background: National EMS Week is May22-26th. This week is to recognize our EMS providers and the work they do here in the county.	
Requested Action: Acceptance and sign the EMS proclamation for EMS week	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 minutes	
Attachments: 1	
Instructions for what to do with attachments once approved: throw away	

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

- 6 Stations
- Medic 1 - Rescue
- Medic 2 - Rescue
- Medic 3 - Rescue
- Medic 4 - Rescue
- Medic 5 - Rescue
- Medic 6 - Rescue

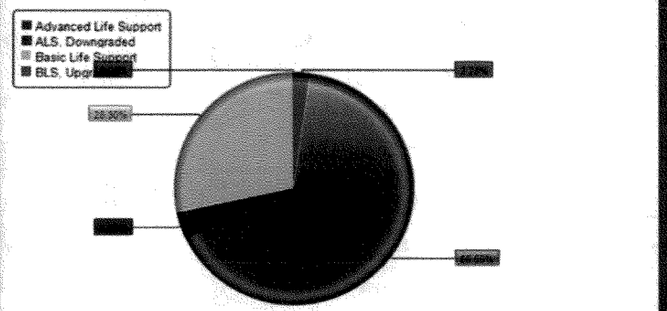
EMS Director
EMS Operations Officer
A Shift Captain
B shift Captain
C Shift Captain
D Shift Captain

EMS Medical Director
EMS Training Officer
A Shift Lt
B shift Lt
C Shift Lt
D Shift Lt

[redacted]

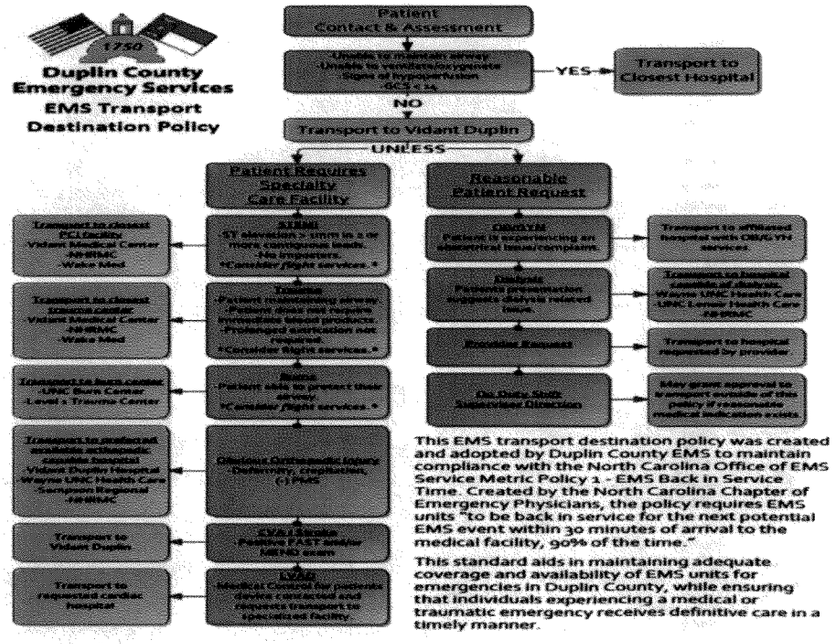
Annual Call Volume
Count
12000
11000
10000
9000
8000
7000
6000
5000
4000
3000
2000
1000
0
11194
3903
2022
2023
Year

Level of Service	Details
	255 Rows
Advanced Life Support	7321 Rows
ALS, Downgraded	423 Rows
Basic Life Support	3160 Rows
BLS, Upgraded	9 Rows
	11168 Rows



Primary Impression	
Abdominal Pain	498
Acute Respiratory Distress (Dyspnea)	173
Chest Pain / Discomfort	425
Chest Pain, Other (Non-Cardiac)	156
Generalized Weakness	528
Injury	812
No Complaints or Injury/Illness Noted	1116
Obvious Death	94
Overdose - Unspecified	114
Shortness of breath	546
STEMI	7
Stroke	147

Transported To - Destination	Details
Air Care	23
CarolinaEast Medical Center	1
Duplin Hospital	6,907
ECU Health Medical Center	19
Lenoir Memorial Hospital	2
Naval Medical Center Camp Lejeune	5
Novant Health New Hanover Regional	56
Onslow Memorial Hospital	47
Pender Memorial Hospital	6
Sampson Regional Medical Center	7
UNC Lenoir Health Care	19
Wayne UNC Health Care	112



This EMS transport destination policy was created and adopted by Duplin County EMS to maintain compliance with the North Carolina Office of EMS Service Metric Policy 1 - EMS Back in Service Time. Created by the North Carolina Chapter of Emergency Physicians, the policy requires EMS units "to be back in service for the next potential EMS event within 30 minutes of arrival to the medical facility, 90% of the time."

This standard aids in maintaining adequate coverage and availability of EMS units for emergencies in Duplin County, while ensuring that individuals experiencing a medical or traumatic emergency receives definitive care in a timely manner.

0266

RESOLUTION 2023 - 10

County of Duplin

Office of the County Commissioners

RESOLUTION PROCLAIMING
EMERGENCY MEDICAL SERVICES WEEK IN DUPLIN COUNTY
MAY 21-27, 2023

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Duplin County's emergency medical services is an essential service; and

WHEREAS, the members of Duplin County's emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, 365 days a year; and

WHEREAS, access to quality emergency care in Duplin County dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Duplin County's emergency medical services system consist of physicians, nurses, emergency technicians, paramedics, firefighters, educators, telecommuncators, medical volunteers, and others; and

WHEREAS, the members of Duplin County's emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and,

WHEREAS, Americans generally, and Duplin County residents, workers and visitors benefit daily from the knowledge and skills of these highly trained individuals; and,

WHEREAS, it is appropriate for the Duplin County Board of County Commissioners to join with other governing bodies across the United States in setting aside the week of May 21-27, 2023 in recognition of the value and the accomplishments of emergency medical services providers by designating designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Duplin County that the week of May 21-May 27, 2023 is proclaimed as:

"EMERGENCY MEDICAL SERVICES WEEK"

In Duplin County, North Carolina and with the theme ***EMS: Where Emergency Care Begins,*** we encourage the community to observe this week with appropriate programs, ceremonies, and activities throughout Duplin County, North Carolina.

Adopted this the 15th day of May, 2023

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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

0748

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Matthew Barwick / Emergency Management	Meeting Date: May 15, 2023
Subject: Disaster Debris Monitoring & Recovery Services Request for Contract Extension	
Summary, explanation and background: In order to qualify for federal disaster reimbursement, Duplin County must have pre-storm contracts for disaster debris monitoring and recovery in place. RFP was advertised and awarded in 2020 to Tetra Tech, Inc.. This contract is valid for 3 years, ending June 30, 2023, with two (1) year extension options available. I am requesting that the first 1 year extension be granted, to continue contract services July 1, 2023 to June 30, 2024.	
Requested Action: Approve contract as written and approved to be extended for one year and for Emergency Management Director to sign.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) $0	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) $0	
Time needed to explain to Commissioners: 5 minutes	
Attachments: One-year contract extension request with amendment; existing Contract with Tetra Tech, Inc.	
Instructions for what to do with attachments once approved: Discard	

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

MASTER SERVICES AGREEMENT
BETWEEN DUPLIN COUNTY, NORTH CAROLINA AND TETRA TECH, INC.
FOR DEBRIS MONITORING AND RECOVERY SERVICES

AMENDMENT NO. 1

THIS **CONTRACT AMENDMENT NO. 1** is by and between the **DUPLIN COUNTY, NORTH CAROLINA** (hereinafter referred to as "COUNTY"), and **TETRA TECH, INC.**, a (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has entered into a Contract for Debris Monitoring and Recovery Services with CONTRACTOR for a period beginning on July 31, 2020 through July 31, 2023 with the option to renew the contract term for up to two (2) additional one (1) year periods;

WHEREAS, the COUNTY and CONTRACTOR desire to exercise the first renewal option for one (1) additional year; and modify the billing rates based on the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **CONTRACT TERM**. The Contract is renewed from August 1, 2023 through July 31, 2024. The updated hourly rates are attached hereto as Attachment A.

2. **MODIFICATIONS.** This Contract Amendment and the Contract, taken together, constitute the final agreement between the COUNTY and CONTRACTOR. Any modification of or additions to the terms of this Contract Amendment or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Amendment on the dates written below.

DUPLIN COUNTY, NORTH CAROLINA

By: Matthew Barwick
Title: Director/Fire Marshal
Duplin County Emergency Management

ATTEST:

TETRA TECH, INC.

By: Jonathan Burgiel
Title: Business Unit President

ATTEST:

Kayla Lemaire, Contract Administrator I

6970

TETRA TECH

May 8, 2023

Sent via email to MATTHEW.BARWICK@duplincountync.com

Matthew Barwick
Director/Fire Marshall
Duplin County
209 Seminary St.
Kenansville, NC 28349

RE: RFP No. DMS2020-01
Debris Monitoring and Recovery Services
Request for Contract Renewal and Rate Change

Dear Mr. Barwick,

Duplin County, North Carolina entered into a contract for Debris Monitoring and Recovery Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on July 31, 2020 through July 31, 2023 with the option to renew the contract term for up to two (2) additional one (1) year periods. Tetra Tech is requesting Duplin County to exercise the first renewal option from August 1, 2023 through July 31, 2024 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation below:

CPI for March 2022:	278.598
CPI for March 2023:	293.358
Increase Calculation:	293.358 (March 2023) - 278.598 (March 2022) = 14.76
	14.76 / 278.598 (March 2022) = **5.3% increase**

As such, Tetra Tech requests Duplin County to consider increasing Tetra Tech's hourly rates by 5.3%. Please find enclosed the updated hourly rates for review and approval which includes the 5.3% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for March 2022 to March 2023 (Attachment B).

Please contact me directly at TDR.Contracts@tetratech.com should you have any questions or need additional information.

Sincerely,

Kayla Lemaire
Contracts Administrator

Tetra Tech, Inc.
2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel (407) 735-6580 **Fax** (321) 441-8501 | tetratech.com

TETRA TECH, INC.
UPDATED RATE SCHEDULE
Duplin County, North Carolina
Debris Monitoring and Recovery Services
RFP No. DMS2020-01

Positions	Current Hourly Rate	CPI 5.3% Increase	CPI $ Increase	Hourly Rate w/ 5.3% CPI Updated Hourly Rates
Project Manager	$ 70.00	5.3%	$ 3.71	$ 73.71
Operations Managers	$ 60.00	5.3%	$ 3.18	$ 63.18
Field Supervisors	$ 42.00	5.3%	$ 2.23	$ 44.23
Debris Site / Tower Monitors	$ 33.00	5.3%	$ 1.75	$ 34.75
Environmental Specialist	$ 50.00	5.3%	$ 2.65	$ 52.65
Project Inspectors (Citizen Drop-Off Site Monitors)	$ 30.00	5.3%	$ 1.59	$ 31.59
Field Coordinators (Crew Monitors)	$ 33.00	5.3%	$ 1.75	$ 34.75
Load Ticket Data Entry Clerks (QA/QC)	$ -	5.3%	$ -	$ -
Billing / Invoice Analysts	$ 45.00	5.3%	$ 2.39	$ 47.39
Additional Positions				
Data Manager	$ 55.00	5.3%	$ 2.92	$ 57.92
FEMA Reimbursement Specialist	$ 95.00	5.3%	$ 5.04	$ 100.04

Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0300SA0
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not
Area: South
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205	283.666	279.256	288.077
2023	290.438	292.285	293.358												

March 2022: 278.598
March 2023: 293.358
Increase Calculation: 293.358 (March 2023) - 278.598 (March 2022) = 14.76
14.76 / 278.598 (March 2022) = **5.3% increase**

Source: Bureau of Labor Statistics

Generated on: April 6, 2023 (12:30:57 PM)

Source: Bureau of Labor Statistics

Generated on: April 6, 2023 (12:30:57 PM)

MASTER SERVICES AGREEMENT
BETWEEN DUPLIN COUNTY, NORH CAROLINA
AND TETRA TECH, INC.

THIS MASTER SERVICES AGREEMENT is made by and between **DUPLIN COUNTY, NORTH CAROLINA** located at 209 Seminary Street, Kenansville, NC 28349, hereinafter referred to as ("Client") and **TETRA TECH, INC.**, hereinafter referred to as ("Contractor"), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

WHEREAS, the County has issued a Request for Proposal No. DMS2020-01 for Debris Monitoring and Recovery Services; and

WHEREAS, Tetra Tech, Inc. was selected to provide these services following the Request for Proposal No. DMS2020-01 for Debris Monitoring and Recovery Services issued by County through a competitive bidding process; and

NOW THEREFORE, the parties hereby agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with debris monitoring and management services as described in the Request for Proposal and Tetra Tech's Technical Approach which are attached here as **Exhibits A and B.** Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.

2. **Federal Provisions:** Contractor must comply with all applicable federal contracting requirements as specified in **Exhibit D,** which is attached hereto and incorporated herein.

3. **Term:** The term of this Agreement shall begin on July 31, 2020 and shall continue in full force for three (3) years, unless sooner terminated as provided herein. This Agreement may be renewed for two (2) additional one-year periods upon written mutual agreement by both parties, subject to any negotiated changes to the terms and specifications contained in this Agreement.

4. **Activation of Contract.** Should activation of a contract become necessary, a Purchase Order number will be assigned to encumber the funds associated with this Agreement and must appear on all invoices and correspondence.

5. **Time for Completion.** Time is of the essence and the Contractor shall begin work immediately following issuance of a written Task Order. All services shall be completed in accordance with the project schedule associated with each Task Order.

6. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.

   Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Agreement. For purposes of this Agreement taxes shall include, but not be limited to, Federal and State income, Social Security and Unemployment Insurance taxes.

7. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

8. **Changes/Amendments**: This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.

9. **Uncontrollable Forces**: Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

   Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

10. **Fee for Services**: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus all non-labor expenses as set forth in **Exhibit C**.

11. **Compensation**: Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

    Contractor shall submit monthly invoice for services rendered.

    Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve such discrepancies within ten (10) days after notification. Should a dispute result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

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All invoices shall be delivered to:
Matthew Barwick, Director
Duplin County Emergency Management
209 Seminary Street
Kenansville, NC 28349
910-296-2160 ext. 232
matthew.barwick@duplincountync.com

Payment shall be made to the following address:
Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642

The Client may retain five percent (5%) of the value of each Task Order until such time as the project deliverables, as defined in the Task Order, are completed to reasonable professional standards and all sub-Contractors and material suppliers verify receipt of all payment for which they are entitled under the terms of the Contractor's contract with the sub-Contractor.

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

12. **Indemnity and Insurance:** To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Client and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Agreement or the actions of the Contractor or its officials, employees, or Contractors under this Agreement or under the contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.

    In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

    The Contractor shall secure and maintain during the duration of the activated contract, at its sole expense, the following types and limits of insurance described below:

    a) Workers' Compensation - The Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than $1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

    b) Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than $1,000,000.00, per occurrence, with a $2,000,000.00 aggregate.

    c) Business Automobile Liability - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than $1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

    d) Professional Liability (Errors & Omissions) - The Contractor shall provide coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

    Insurance policies, except Workers' Compensation, shall be endorsed (1) to show Duplin County as an additional insured, as their interests may appear, and (2) to amend cancellation notice to 45 days, pursuant to North Carolina Law.

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

    Copies or originals of certificates, endorsements, or other items pertaining to insurance shall be sent to:

    Matthew Barwick, Director
    Duplin County Emergency Management
    209 Seminary Street
    Kenansville, NC 28349
    Phone: 910-296-2160 ext. 232
    matthew.barwick@duplincountync.com

13. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products

14. **Information Provided by Others**: Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

15. **Safety and Security**: Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety

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and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination**: Termination of this Agreement shall be in accordance with the Termination Clause of Exhibit D. Notwithstanding the foregoing, all parties recognize that this Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the Contractor and the Client, all litigation shall be commenced in the appropriate division of the General Court of Justice in Duplin County, North Carolina.

18. **Successors and Assigns**: This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. **Notices**: Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	**Contractor**:
Matthew Barwick	Betty Kamara
Director	Contracts Administrator
Duplin County Emergency Management	Tetra Tech, Inc.
209 Seminary Street	2301 Lucien Way. Suite 120
Kenansville, NC 28349	Maitland, FL 32751
Phone: 910-296-2160 ext. 232	Phone: 321-441-8518 | 407-803-2551
matthew.barwick@duplincountync.com	betty.kamara@tetratech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of North Carolina. The venue for any and all legal action necessary to enforce the Agreement shall be Duplin County, North Carolina.

22. **Access and Audits**: Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least five (5) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by

FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

23. **Compliance with Laws**: In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement, along with the attachments hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.

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31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

    In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

32. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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

34. **Annual Appropriations and Funding:** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then Client 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. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected firm shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

35. **Corporate Authority**. By execution hereof, the person signing for Contractor below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of the Contractor.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement.

CONTRACTOR: TETRA TECH, INC.

By: Jonathan Burgiel
Title: Business Unit President
Date: July 28, 2020

ATTEST:

Betty Kamara, Contracts Administrator

CLIENT: DUPLIN COUNTY, NORTH CAROLINA

By: MATTHEW BARWICK
Title: DIRECTOR OF EMERGENCY MANAGEMENT
Date: JULY 31, 2020

ATTEST:

Brittany M. Boyette
Brittany M. Boyette
Administrative Support for Emergency Services

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

Tracy Chestnutt
Duplin County Finance Officer

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Exhibit D
Federal Contracting Requirements

This ***Exhibit D*** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Consultant" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This ***Exhibit 2*** identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-Contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractors entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Duplin or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Sub-contractors agree to comply with the 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, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed $150,000.
The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors a nd their successors, transferees, assignees, and sub-Contractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor 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 contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.
The Contractor 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, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractors failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the

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period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see C.R.F. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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The Contractor is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering 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 sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages***.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-Contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. ***Withholding***.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-Contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records***.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-Contractors. Contractors and sub-Contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-Contractor to provide addresses and

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social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or sub-Contractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or sub-Contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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5. ***Compliance with Copeland Act Requirements.***

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts***.

The Contractor or sub-Contractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all the contract clauses in 29 CFR Part 5.5.

7. ***Contract Termination: Debarment***.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a sub-Contractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements***.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Disputes Concerning Labor Standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub-Contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. ***Certification of Eligibility.***

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and sub-Contractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Sub-Contractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or sub-Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and sub-Contractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-Contractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Sub-Contractors. The Contractor or sub-Contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-Contractor or lower tier sub-Contractor with the clauses set forth in paragraphs (1) through (4) of this section."

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Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data
CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for

any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, 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 Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

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Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and sub-Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and sub-Contractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

EXHIBIT A

2020

DEBRIS MONITORING AND RECOVERY SERVICES

RFP DMS2020-01

Released for public proposal on April 7, 2020, and closing May 12, 2020.

DUPLIN COUNTY FIRE & EMERGERGENCY MANAGEMENT |
209 SEMINARY ST. KENANSVILLE, NC 28349

REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING AND RECOVERY SERVICES

RFP DMS2020-01

To: All Proposers

From: Matthew Barwick Tel: (910) 296-2160

Title: Deputy Director Email: matthew.barwick@duplincountync.com

Re: Debris Monitoring & Recovery Services

Duplin County is soliciting proposals for Debris Monitoring and Recovering Services. Instructions for preparation and submission of a proposal are contained in this package.

All proposals are due no later **May 12, 2020 at 05:00pm**. Proposals shall be enclosed in a sealed envelope or package, addressed to:

Duplin County Emergency Services
Attn: Matthew Barwick
209 Seminary ST
Kenansville, NC
28349

OR

Proposals can also be hand delivered between the hours of 08:00am-05:00pm Monday Thru Friday to:

Duplin County Emergency Services
Attn: Matthew Barwick
200 Rhodes Ave
Kinston, NC 28501

The name and address of the prospective Contractor, and the title **"RFP # DMS2020-01-Debris Monitoring and Recovery Services"** shall be placed in the outside of the envelope. All items required for a response Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.

Duplin County Emergency Services reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept the proposal or proposals, which in the judgment of the proper officials, is in the best interest on the county.

We appreciate each firm's interest and attention to this matter.

REQUEST FOR PROPOSALS FOR
DEBRIS MONITORING AND RECOVERY SERVICES

PURPOSE AND GENERAL INFORMATION:

Duplin County is soliciting sealed proposals to provide Disaster Management and Recovery Monitoring Services during natural disasters. Duplin County is seeking to enter a contractual agreement with a firm to provide the services contained within this RFP.

Duplin County is located in the Eastern Coastal Region of the North Carolina. The population as of the 2010 census was 58,741 people. Duplin County consists of 822 square miles of area to include ten municipalities.

SECTION 1

INFORMATION & INSTRUCTIONS

INSTRUCTIONS TO PROPOSERS:

1) It is the sole responsibility of the proposer to ensure that his or her Proposal reaches the County. The time and date for receipt of proposals will be scrupulously observed. The County shall not be responsible for late deliveries, mail delays, or email failure. All proposals will be opened publicly.

2) The complete original proposal and four (4) copies must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked title **"RFP # DMS2020-01-Debris Monitoring and Recovery Services."** Proposers shall file all documents necessary to support their proposals and include them with their proposals. Proposers shall be responsible for the actual delivery of proposals during the business hours to the address indicated in the cover letter. It shall **NOT** be sufficient to show the proposal was mailed in time to be received before scheduled closing time.

QUALIFICATIONS OF THE FIRM

PROPOSAL FORMAT:

Proposers should include with their proposal the following:

1) Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

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2) The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

QUALIFICATIONS OF THE FIRM:

1) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will not be considered unless the services were part of the prime contract between the Proposer and the local government. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
   a) Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
   b) Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
   c) Experience representing local governments with various state and federal funding sources and reimbursement processes, including Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and Natural Resources conservation Services (NRCS).
   d) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
   e) Provide at least three references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
   f) Demonstrate at least (5) five years of experience in debris management with state and local entities. Each occurrence must demonstrate the ability to manage at least 500,000 cubic yards of debris.

QUALIFICATIONS OF STAFF:

1) Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:
   a) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
   b) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
   c) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

TECHNICAL APPROACH:

1. Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer's internal training program. Provide under separate cover, the Proposers training manual.

COST PROPOSAL:

1. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County at cost without markup.
2. It is the sole responsibility of the PROPOSER to assure they have received the entire Request for Proposal.
3. The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone.
4. Any changes to the specifications will be in the form of an addendum which will be sent to all known bidders.
5. Bidders must acknowledge receipt of all addenda issued when submitting their bid.
6. Bidders who fail to acknowledge receipt of all addenda will **BE DEEMED NONRESPONSIVE AND THEIR BID REJECTED. IF APPLICABLE, ATTACH A COPY OF EACH ADDENDUM TO YOUR BID PROPOSAL FORMS**.
7. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on Duplin County. No employee of Duplin County is authorized to interpret any portion of this RFP or give information as to be the requirements of this RFP in addition to that contained in or amended to this written RFP document.
8. **Right of rejection and Clarification:** Duplin County reserves the right to reject any and

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proposals and to request clarification of information from any proposer. There is no obligation for Duplin County to enter into a contract on the basis of any proposal submitted in response to this document.

9. **Request for Additional Information**: Prior to the final selection, proposers may be required to submit additional information to make oral presentation for which the county may deem necessary to further evaluate the proposer's qualifications.

10. **Denial of Reimbursement:** Duplin County will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

11. **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any officials, employees, or agent of Duplin County for the purpose of influencing consideration of this proposal.

12. **Right of Withdrawal:** The proposer has the right to withdraw his/her proposal at any time before the closing date of the application process.

13. **Right of Negotiation:** Duplin County reserves the right to negotiate with the selected proposer, the exact terms and conditions of the contract.

14. **Exceptions to the RFP**: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Duplin County and a description of the advantage to be gained or disadvantages to be incurred by the county as a result of these exceptions.

15. **Indemnification:** Proposers, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expense, including attorney fees, and otherwise hold harmless Duplin County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

16. **Rights to Submitted Material:** All proposals, response, inquires, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall be the property of Duplin County when received.

17. Basis of Award: Proposals will be evaluated according to the following criteria at a minimum:

Qualifications of firm and staff	30
Technical Approach	20
Cost Proposal	50
TOTAL	**100**

18. **Copies:** An original and four (4) copies of the proposal and supporting documents must be submitted in response to the RFP.

19. **Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP: All requested information must be submitted with the proposal. Instructions for preparation and submission of proposal are contained in this package.

20. All inquiries, requests for interpretations, technical questions, clarifications, or additional information shall be in writing and directed to Matthew Barwick by emailing matthew.barwick@duplincountync.com or faxing (252) 559-6152. All questions shall be received no later than April 3, 2020 at 05:00pm.

CONTRACT:

1. The contract between Duplin County and the contractor shall consist of:

   (a) The Request for Proposal (RFP) and any amendments thereto, and The proposal submitted by the contractor in response to the RFP.

   (b) In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern.

   (c) However, Duplin County reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

   (d) **Contract Terms:** The initial term of contract shall be for a period of (3) three years. The County reserves the right to renew the contract on an annual basis for up to (2) two additional years upon agreement of both parties.

   (e) **Termination of Contract**: At any time, Duplin County can terminate contract without notice.

   (f) **Compliance with Laws**: In connection with furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

   (g) **Minority/Women Business Enterprise (MWBE) Policy**: It is the policy of the

County to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to Duplin County. Proposers are required to make Good Faith Efforts to subcontract, where applicable, with or purchase supplies from MWBEs.

(h) The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(i) The proposer shall also submit the attached notice of non-discrimination with their proposal.

INSURANCE REQUIREMENTS:

1. Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 1. Minimum Scope and Limits of Insurance. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

Minimum Scope and Limits of Insurance
COMMERCIAL GENERAL LIABILITY:

1. Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or is equivalent and shall cover the liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

3. County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20 10 or CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope or protection afforded to County, its officers, officials, agents, and employees.

4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work, when those exposures exist.

5. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of the contractor's completed operations with a limit of not less than $1,000,000 each occurrence for at least (3) three years following substantial completion of the work.

6. The Contractor's Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and no contribute with the contractor's insurance.

WORKERS' COMPENSATION AND EMPLOYEES LIABILITY:

1. Contractors shall maintain workers' Compensation as required by the general statues of the State of North Carolina and Employer's Liability Insurance.

2. The Employer's liability, and if necessary, Commercial Umbrella Liability Insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from work performed by the contractor for the County.

BUSINESS AUTO LIABILITY:

1. Contractor shall maintain Business Auto Liability and, if necessary Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident.

2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

3. Business Auto Coverage shall be written on ISO form CA 00 01, or a substitute form

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providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

5. The contractors Business Auto Liability insurance shall be primary as County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

ENVIRONMENTAL PROFESSIONAL LIABILITY INSURANCE:

1. Contractor shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's service as defined in the contract. Coverage shall be written subjects to limits of not less than $1,000,000 per loss.

2. Insurance as required in paragraph above may not exclude:

   a) Bodily injury;

   b) Property damage done by contractor to state or personal property;

   c) Pollution conditions arising out of environmental work;

   d) Asbestos-related claims;

   e) Testing monitoring, measures operations, or laboratory analyses;

3. Liability arising out of the operations of a treatment facility if such operation is required within the scope of the contractor's services as defined in this contract.

4. If covered required in paragraph 1 above is written on a claim-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is complete.

5. A policy providing both contractors pollution legal liability and professional errors and omissions coverage shall be acceptable in meeting the requirements of paragraph 1 through 4 above, provided that the limits of such combined policy are at least $2,000,000 per loss and $4,000,000 aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS:

1. Any deductible or self-insured retention must be declared to and approved by County. At the options of County, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects County, its officers, officials, agents, or employees; or the contractor shall produce a bond guaranteeing payment deductibles or self-insured retentions.

2. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

MISCELLANEOUS INSURANCE PROVISIONS:

1. The policies are to contain, or be endorsed to contain, the following provisions:

2. Any failure to comply with reporting provisions of the policies listed in Section 1. shall not affect coverage provided to County, its officers, officials, agents and employees.

3. Each insurance policy required by this contact shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to County, P.O. Box 3289 Kinston NC 28502.

4. If contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

ACCEPTABILITY OF INSURANCE:

1. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with A.M. Best ratings of no less than A VII unless specific approval has been granted by County.

EVIDENCE OF INSURANCE:

1. The contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and therefore upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

2. Evidence of additional insured shall be noted on the certificate of insurance as per requirements in Section 1.

3. With respects to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application payment and therefore upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

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SUBCONTRACTORS:

1. Contractors shall include all subcontractors are insured under its policy or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractor's coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

CONDITIONS:

1. The insurance required for this contract must be on forms acceptable to County.

2. Where circumstances warrant, County may, at its discretion subject to acceptance by County accept letters of credit or custodial accounts in lieu of specific insurance requirements.

3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in Section 1 minimum scope and insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of County.

4. The contractor shall promptly notify County of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

5. County reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

6. By requiring insurance herein, County does not represent the coverage and limits will necessary be adequate to protect the Contractor and such coverage and limits shall not be deemed as limitation of contractor's liability under the indemnities granted to County in this contract.

7. If contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

8. The contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

9. County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

TECHNICAL APPROACH:

1. Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer's internal training program.

COST PROPOSAL:

1. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Meals shall be based on North Carolina State per diem; any other direct project cost (e.g., load tickets, communications, equipment rental, etc.) will be billed to the County at cost **without** markup.

PERFORMANCE AND PAYMENT BONDS:

1. Contractors shall furnish and deliver to the County a Payment Bond and a Performance Bond covering the faithful performance and completion of the work included in this agreement and payment for all materials and labor furnished or supplied in connection with the work included in this agreement.

2. Said bonds shall be issued and furnished to county within (7) seven days of written Notice to Proceed. As the contract is on a standby emergency basis, the County must be certain that the Contractor has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive emergency work which may be required and which work must be initiated almost immediately. Therefore, to ensure such capability, the County requires the Contractor to provide a signed letter of commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions set forth herein.

3. Each of the Payment Bonds and Performance Bond shall be furnished on behalf of the Contractor, shall name Duplin County oblige, and shall be in an amount equal to one hundred percent (100%) of the contract price to ensure the successful performance of the terms and conditions of the contract. Such bond(s) shall be solely for the protection of County.

4. The Payment Bond and Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approval list of sureties issued by the United States Department of Treasury.

5. The bond shall remain in effect at least five (5) years after the date when final payment becomes due.

6. The surety bond must be in the form set forth in NCGS 44A-33, without any variations there

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from.

7. The Contractor shall provide surety bond wherein surety waives notice of any and all modifications, omissions, additions, changes and obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

8. The surety bond must set forth no requirement that suit be initiated prior the time stipulated in applicable North Carolina Statutes of Limitation.

SECTION II SCOPE OF WORK

PURPOSE:

Duplin County is soliciting sealed proposals to provide Disaster Management and Recovery Services during a declared emergency activation.

BACKGROUND:

The County requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the County. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, State of North Carolina and other state and federal agencies, coordination with state insurance representatives, grant funding, and reimbursement services.

SCOPE:

DISASTER DEBRIS MONITORING SERVICES:

1. The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:

   a) Coordinating daily briefings, work progress, staffing, and other key items with the County.

   b) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues if necessary.

   c) Scheduling work for all team members and contractors on a daily basis.

   d) Hiring, scheduling, and managing field staff.

   e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.

   f) Assisting the County with responding to public concerns and comments.

   g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring. Photos and measurement forms with copy of drivers driving license number on each vehicle.

   h) Entering load tickets into a database application.

0791

i) Digitization of source documentation (such as load tickets).

j) Developing daily operational reports to keep the County informed of work progress.

k) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.

l) Pertinent report preparation required for project worksheets for FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

m) Final report and appeal preparation and assistance.

n) Disaster related damage assessment and reconstruction services, as needed.

SECTION III

COST PROPOSAL FORM

RFP # DMS2020-01

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal ad certify that I am authorized to sign this proposal.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost **without mark-up**.

POSITIONS	**HOURLY RATES**
Project Manager	$_____
Operations Managers	$_____
Field Supervisors	$_____
Debris Site/Tower Monitors	$_____
Environmental Specialist	$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	$_____
Field Coordinators (Crew Monitors)	$_____
Load Ticket Data Entry Clerks (QA/QC)	$_____
Billing/Invoice Analysts	$_____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

0792

ATTACHMENTS TO BID

1. As required in the Bid Package, the bidder shall attach the following to the bid:

    a. Bond Commitment Letter

    b. Exceptions to bid (if any)

    c. Certificate of Insurance

    d. Non-Discrimination Statement

NOTICE TO PROCEED

The undersigned, if deemed to be the successful Proposer, agrees to execute a contract with Duplin County in the form specified after the approval and award by Duplin County and to begin the process of providing the **DEBRIS MONITORING AND RECOVERY SERVICES** as specified in this proposal upon receipt of a fully executed contract, and issuance of a Notice to Proceed and Purchase Order issued by the County.

Addendum

Receipt of the following Addendum is acknowledged and attached:

Addendum No._____Date_____, 2020

Addendum No._____Date_____, 2020

Submitted by: _____

Title: _____

Authorized Signature: _____

Company Name (Print): _____

Company Address (Print): _____

City, State, Zip Code (Print): _____
Phone Number: _____

Email: _____

NON-DISCRIMNATION STATEMENT

The proposer certifies that:

No person shall be excluded from participating in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to Duplin County or the performance and any contract resulting therefrom;

That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promise s of non-discrimination as made and set forth herein shall be hereby deemed to be made as part of and incorporated by reference into any contract or portion therefore which this company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Duplin County to declare the contract in default and to exercise and any all applicable rights and remedies including but not limited to cancellation of the contract, opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Printed Name: _____

Signature: _____

0793

SAMPLE BOND COMMITMENT LETTER

This is an example of an acceptable commitment letter. The letter must be issued and signed by the Surety Company, not the Agent, and must be submitted with the proposal.

Re: Surety Bond Commitment

Standby Contract for Debris Monitoring and Recovery Services Dear_____,

I pleased to advise you that we have approved in principle a *$$$$$$$* performance and payment bond for your company for the benefit of **Duplin County**. The performance and payment bond will be for the successful contract completion of the work set forth in that solicitation **RFP # DMS2020-01 for a Standby Contract for Debris Monitoring and Recovery Services**.

Our company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to (10) ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of North Carolina.

If you are the successful proposer on this contract, the performance and payment bond will be issued within (7) seven days of written notification from the Owner. The bond will be issued for the total amount of the estimated value of the contract up to *$$$$$$$*.

This letter constitutes our commitment based upon information and documentation you have submitted. Any obligation to issue the performance and payment bond will arise only upon the satisfactory preparation, execution and delivery of documentation in form and substance satisfactory to our company. This commitment is valid for a period of fourteen months from the date hereof.

Sincerely,

Name

Title, Insurance, Surety Company

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL:	**RFP DMS2020-01**
	Disaster Debris Removal & Management
	Disaster Debris Monitoring & Recovery Services
ADDENDUM NUMBER:	**01**
DATE:	**MAY 7, 2020**

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. The original documentation contains two separate RFPs. Any proposer may bid on either services, but will do so separately.
    a. RFP for Disaster Debris Removal and Management, as seen on pages 1-51, represents one RFP for Disaster Debris Removal and Management Services.
    b. RFP for Disaster Debris Monitoring and Recovery, as seen on pages 52-71, represents one RFP for Disaster Debris Monitoring and Recovery Services.
2. Bid bonding will be a local requirement by Duplin County, and is required in original, submitted with each proposal. This includes proposals for both Disaster Debris Removal and Management Services, and Disaster Debris Monitoring and Recovery Services. Proposals will not be accepted in electronic form of any kind.
3. Due to affects from the Novel Coronavirus, clarity on bid bonding requirements, and typographical errors in the original document, the due date for proposals is extended. To preserve the equal opportunity of all potential proposers, proposals will be accepted until 5:00 pm EST on May 22, 2020.

END

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: **RFP DMS2020-01**
Disaster Debris Removal & Management
Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: **02**

DATE: **MAY 12, 2020**

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. Bid bonding is addressed as follows:
    a. Bid bonding is a requirement by Duplin County, and is required in original, submitted with each proposal for Disaster Debris Removal and Management Services in the amount of $25,000.00
    b. Bid bonding is not required by Duplin County for bids submitted for Disaster Debris Monitoring and Recovery.
2. All bids are to be received sealed. Therefore no electronic bids will be accepted. Bids will be accepted until May 22, 2020 at 5:00 pm EST via mail service or hand-delivery at 209 Seminary ST Kenansville, NC 28349.

END

EXHIBIT B

Technical Approach

Project Understanding

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Michael, Irma, Harvey, Matthew, Sandy, Ike, Wilma, and Katrina. Our team has assisted more local governments with debris monitoring efforts following natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 120 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of $6 billion in reimbursable costs to our clients.***

In addition, our understanding of the North Carolina Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help Duplin County to receive the maximum reimbursement allowed following a disaster.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the extensive experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

Our technical approach captures our unique capabilities, including the following:

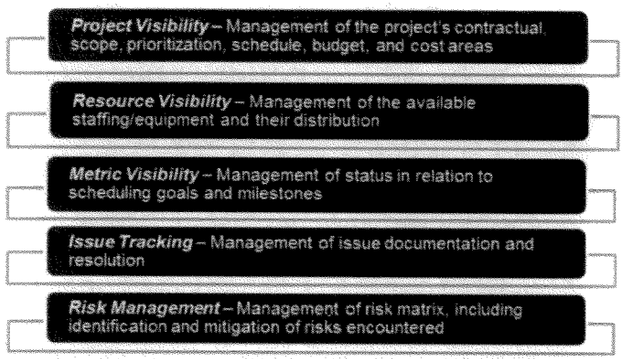
- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A project management team that is recognized for its ability to respond quickly to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team to oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the County's data needs

0795

Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 3-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high-quality results.*** We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**
  - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
  - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
  - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
  - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.

  - **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
  - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.
  - **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
  - **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
  - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
  - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
  - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in ***collaborative problem solving and issue resolution.*** By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

0796

Operational Schedule

Based on Tetra Tech's understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Exhibit 3-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	**Meet with the County to review plans and documents**	• Conduct annual pre-event meeting with the County and debris contractor • Review the County's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	**Review capabilities and resources**	• Contact the County and initiate daily conference call • Determine resource requirements from debris model • Review the County's emergency policies and contracts • Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	**Execute responsibilities and activate contracts**	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review debris management site (DMS) locations and follow up with the North Carolina Department of Environmental Quality on permitting procedures • Estimate equipment requirements and DMS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	**Monitor storm track and continue preparations**	• Conduct regular meetings with County staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the County will assist with debris removal • Continue to update and gather updates from the County's debris hauler
H-24	**Prepare final reports**	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the County's debris hauler) • Determine emergency road clearance priorities
H-0	**ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT**	
Response		

Time	Task	Deliverables/Milestones
H +24	**Emergency push**	• Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations • Follow up with NC DEM on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments
H +48	**Emergency push/ damage assessment**	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	**Disaster debris vehicle certification/ site preparation**	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	**Begin debris collection monitoring**	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 4, NC DPS, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Waterway debris removal • Private property debris removal (PPDR)

Time	Task	Deliverables/Milestones
		• Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	**Document turnover/closeout**	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

RecoveryTrac™ Automated Debris Management System – Tetra Tech's Alternative to Paper Ticketing

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Recently, our team simultaneously deployed approximately 6,000 ADMS units in the field following Hurricanes Harvey, Irma, Maria, and the California Wildfires. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 150 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. ***The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,*** and additional needs can be met quickly (in most cases, 72 hours or less).

- *Owned and operated by Tetra Tech*
- *Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations*
- *Meets USACE specifications for electronic debris monitoring handhelds*
- *Real-time situation awareness of field resources and efficient direction to support County priorities*
- *Real-time GIS web services for EOC information and visualization systems*
- *Capable of collecting data regardless of cellular service*
- *Automated photograph and GPS capture*
- *Provides reports and load map tracking in real time*
- *Maximizes chance of fraud through real-time monitoring*
- *Minimizes data entry and human error*
- *Expedites invoice reconciliation*
- *Intuitive and user-friendly*

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

The RecoveryTrac™ Process

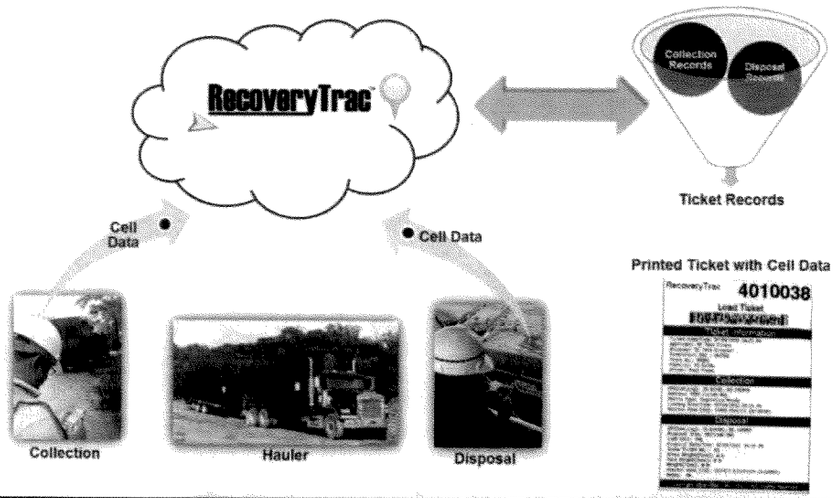
The steps of the RecoveryTrac™ process are as follows:

1. The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
2. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
3. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
4. When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.

5. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
6. The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
7. The debris site/tower monitor confirms the truck and debris type and enters the load call.
8. Finally, the disposal load ticket is printed and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored, the handheld device automatically uploads the stored ticket data. Exhibit 3-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 3-3: RecoveryTrac™ Process



Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges

Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.

- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

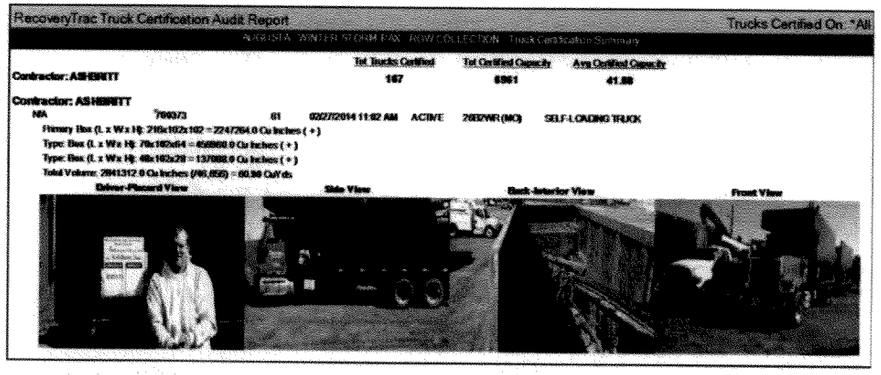
Debris Estimate Methodology

Tetra Tech prescribes to a variety of approaches for debris estimation. We will utilize national models such as the USACE debris estimating model to supplement our own estimates. More often however, we will fall back upon area-specific per household debris estimates from our trained staff as our principle method for debris estimation. We have been involved in disaster events with debris estimates ranging from 1 cubic yard per household, which is more typical in tropical storms, to 50 cubic yards per household, which occurred with Hurricane Katrina in the City of Waveland, Mississippi. The information collected from the damage assessment team windshield surveys will be fed back to the Phase 1 debris manager who will utilize the information to further prioritize critical routes requiring emergency road clearance or closure.

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include ***electronic volume calculations***, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system***.

Exhibit 3-4: Truck Audit Report



Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning

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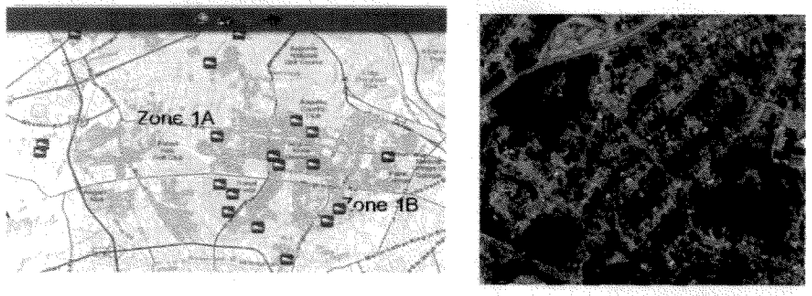
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Right-of-Way Collection Reporting

Our ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit 3-5: Waypoint Collection/Hazardous Tree Maps

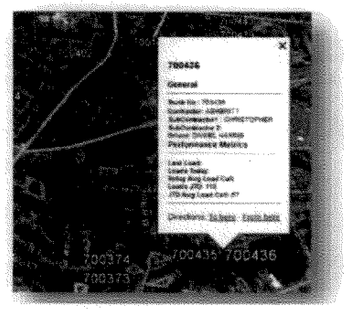


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 3-6 and 3-7.

Exhibit 3-6: Monitoring Locations



Exhibit 3-7: Truck Locations



Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld devices and debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld devices.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

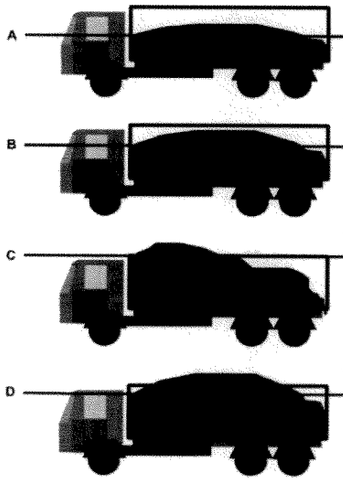
Debris Management Site Monitoring

Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in North Carolina with pre-permitting DMS before a disaster event as well as post-disaster permitting.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the County's DMS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 3-8: Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Residential Drop-Off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

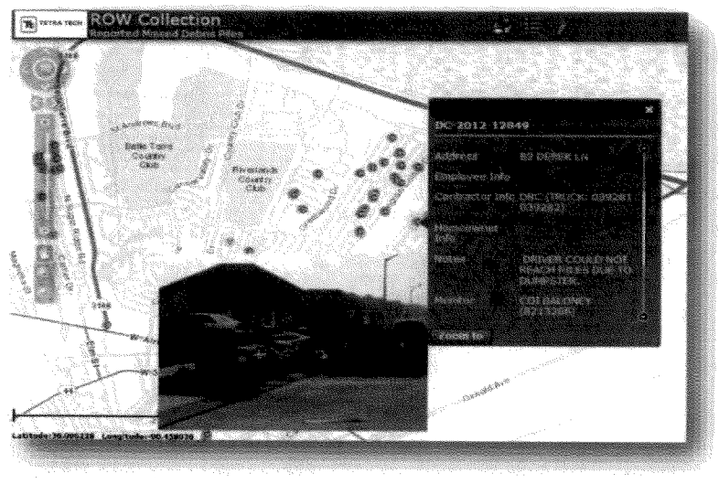
Quality Assurance/Quality Control Program

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Exhibit 3-9: Missed Piles Tracking



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Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

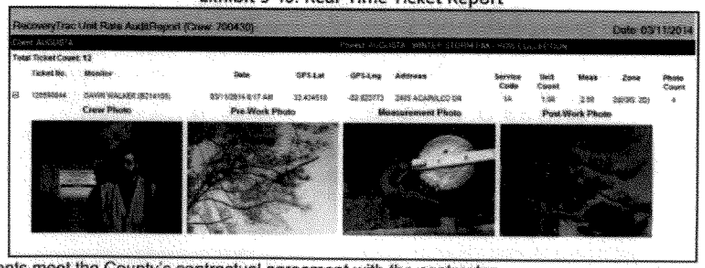
- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all

Exhibit 3-10: Real-Time Ticket Report

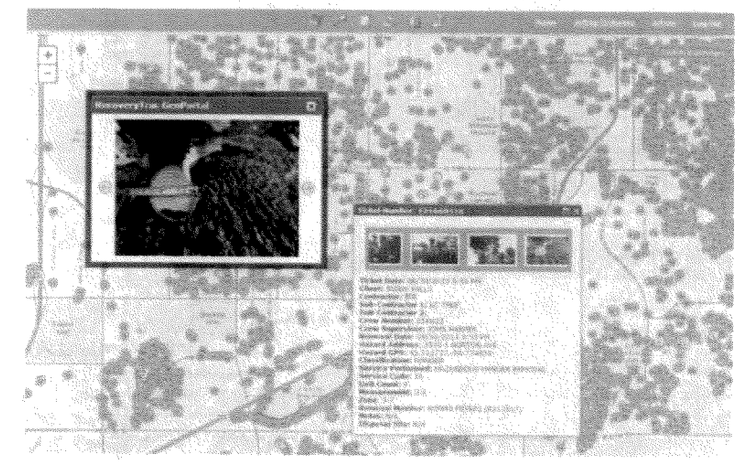


measurements meet the County's contractual agreement with the contractor.

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 3-11: Unit Rate Ticket Map



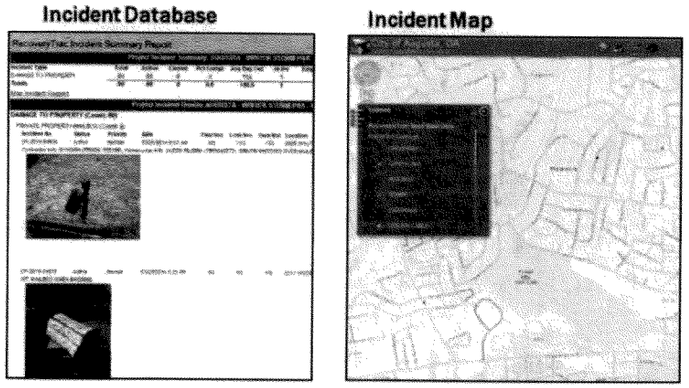
Public Information

Following a disaster event, citizens will look to the County for direction regarding the debris removal process and project progress. Tetra Tech is prepared to assist the County with developing a means for County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquires and concerns.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

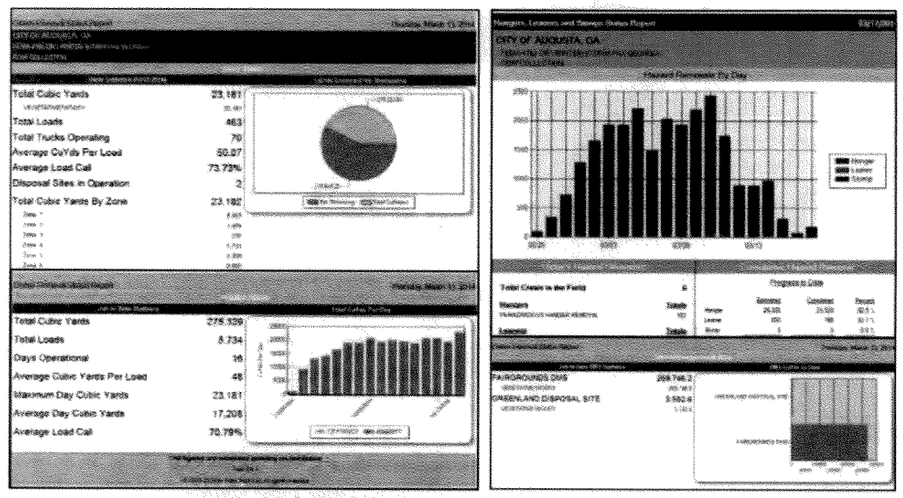
Exhibit 3-12: Incident Report



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 3-13: Sample Custom Reports Developed



Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

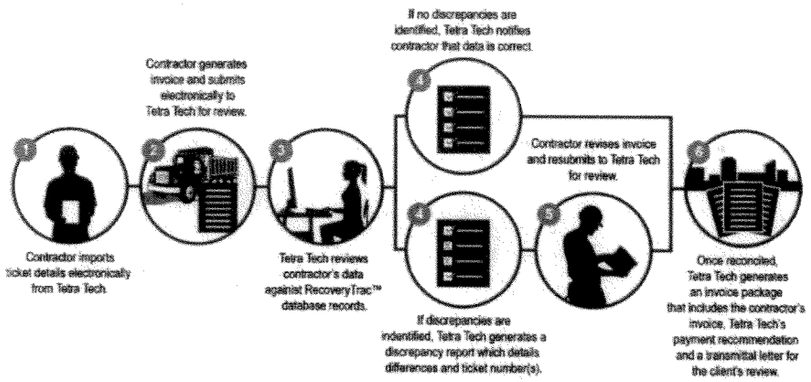
Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor

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sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 3-14: Contractor Invoice Reconciliation Process



Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2019 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2019 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.81
- 2019 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.10

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

EXHIBIT C

SECTION III

COST PROPOSAL FORM

RFP # DMS2020-01

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal ad certify that I am authorized to sign this proposal.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost **without mark-up**.

POSITIONS	**HOURLY RATES**
Project Manager	$ 70.00
Operations Managers	$ 60.00
Field Supervisors	$ 42.00
Debris Site/Tower Monitors	$ 33.00
Environmental Specialist	$ 50.00
Project Inspectors (Citizen Drop-Off Site Monitors)	$ 30.00
Field Coordinators (Crew Monitors)	$ 33.00
Load Ticket Data Entry Clerks (QA/QC)	$ 0.00
Billing/Invoice Analysts	$ 45.00

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

*Please see following page for additional rates and descriptions

Additional Positions

The table below lists additional debris monitoring services positions and hourly rates that may be necessary to complete the scope of work requested by Duplin County. The positions listed will be used as needed to facilitate the scope of work. Magnitude, duration, and intensity of the incident will dictate the appropriate response and level of service required to manage the recovery effort.

The hourly rates include all applicable overhead, transportation, and profit. Per the RFP, all non-labor project costs will be billed at cost, without markup.

Position	Description	Hourly Rate
Data Manager	Responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. The Data Manager will validate documentation and metrics being reported as accurate and on-schedule.	**$55.00**
FEMA Reimbursement Specialist	A FEMA reimbursement specialist will prepare and process grant payments, monitor Public Assistance (PA) grant activities, coordinate and communicate with stakeholders, maintain contracts and records, and prepare correspondence when necessary. The FEMA reimbursement specialist is knowledgeable of grant management; is able to work with state, federal, and local officials; and is customer service-oriented.	**$95.00**

EXHIBIT D

The following clauses apply to this contract to the extent allowed by North Carolina law.

A. **Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)):** During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Copeland "Anti-Kickback" Act:** Compliance with the Copeland "Anti-Kickback" Act

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours and Safety Standards Act (Reference: 29 CFR 5.5(b)):** Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. Duplin County, NC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2)

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of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act:

D.1-Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
2. The contractor agrees to report each violation to Duplin County, NC and understands and agrees that Duplin County, NC will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D.2-Federal Water Pollution Control Act

1. The contractor agrees to and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
2. The contractor agrees to report each violation to Duplin County, NC and understands and agrees that Duplin County, NC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon Duplin County, NC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Duplin County, NC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. **Access to Records:** The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Duplin County, NC, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit aby of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Duplin County, NC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. **DHS Seal, Logo, and Flags:**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action.

L. **Required Affirmative Steps to Assure Certain Firms Are Used (Reference: 2 CFR 200.321)**

During the performance of this contract, the contractor agrees, if subcontracts are to be let,

to take the following affirmative steps:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. **Procurement of Recovered Materials (Reference 2 CFR 200.322)**

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department:	Meeting Date:
Matthew Barwick / Emergency Management	May 15, 2023

Subject: Disaster Debris Removal and Management Services Request for Contract Extension

Summary, explanation and background:

In order to qualify for federal disaster reimbursement, Duplin County must have pre-storm contracts for disaster debris removal and management in place. RFP was advertised and awarded in 2020 to CrowderGulf, LLC.. This contract is valid for 3 years, ending June 30, 2023, with two (1) year extension options available. I am requesting that the first 1 year extension be granted, to continue contract services July 1, 2023 to June 30, 2024.

Requested Action:

Approve contract as written and approved to be extended for one year and for Emergency Management Director to sign.

Budget impact for this fiscal year: (Funds available, allocation needed, etc.)

$0

Budget impact for subsequent years: (Funds available, allocation needed, etc.)

$0

Time needed to explain to Commissioners: 5 minutes

Attachments: One-year contract extension request; existing Contract with Crowder Gulf.

Instructions for what to do with attachments once approved:

Discard

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

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

May 03, 2023

Mr. Matthew Barwick
Deputy Director of Emergency Services
Duplin County
209 Seminary Street
Kenansville, NC 28439

via email: matthew.barwick@duplincountync.com

Re: Contract Renewal for Disaster Debris Removal & Management Services

Dear Mr. Barwick:

CrowderGulf has been providing Duplin County a contract for Disaster Debris Removal & Management Services per the contract that commenced on July 31, 2020. The term of this agreement will be for three (3) years. The County shall have the option of extending the agreement for two (2) additional one-year periods as approved by the County, at the same terms and conditions by giving the firm written notice not less than thirty (30) days prior to the expiration of the initial term.

If Duplin County is in agreement to renew the existing contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of July 30, 2024.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of Duplin County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at the Disaster Administration Office (DAO), 800-992-6207 or by email jramsay@crowdergulf.com.

Best regards,

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Duplin County, NC

_____
Signature

_____
Name/Title

_____
Date

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CROWDER GULF

Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

In the event of activation please contact the Disaster Administration Office (DAO) first 800-992-6207 Please ask for Ashley Ramsay-Naile.

Official Notices should be sent to DAO address, DAO fax or jramsay@crowdergulf.com

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Barrett Holmes
Regional Director
864-569-6611Cell
bholmes@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

Contract for Disaster Debris Removal & Management

THIS CONTRACT is made this the 31st day of July, 2020 by and between **CrowderGulf, LLC.** (herein referred to as **"Contractor"**) and Duplin County a political subdivision of the **State of North Carolina** (herein referred to as **"County"**).

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:
The Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Request for Proposal (RFP) DMS2020-01 which is attached hereto as Attachment 1. The Contractor will further comply with the Federal Contracting Requirements which are attached hereto as Attachment 2. Attachments 1 and 2, along with all documents provided by the Contractor in response to the County's RFP, are hereby incorporated herein by reference and made a part of this Contract.

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all ***eligible storm-generated debris (herein referred to as "debris")***, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be

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limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:
The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:
The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (*if implemented by the* County):
The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the* County):
The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:
The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Technical Assistance:
The Contractor will cooperate with the County, along with the vendor selected by the County to provide debris management services, as necessary to provide technical assistance and otherwise perform the requirements of this Contract.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:
The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:
The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):
The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:
The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the ***County's*** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):
The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than $1,000,000 per accident and $1,000,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

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

2.3.4 Insurance Cancellation / Renewal:

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of $1,000,000.

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

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:
The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:
When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:
The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within *(number of days will be determined once extent of damage has been determined)* working days and in accordance with Section 5.8 of this Contract. Work will commence only upon a County-issued Notice to Proceed in the event of a natural disaster. All services shall be completed in accordance with the project schedule associated with the Notice to Proceed. Time is of the essence with respect to all provisions of this Contract that specify a time for performance, including but not limited to the project schedule associated with the Notice to Proceed.

Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor.

3.5 Completion of Work:
The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

Extensions (optional):
In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. All services shall be completed in accordance with the project schedule associated with the Notice to Proceed. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract and Termination:
The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

Termination of this Contract shall be in accordance with the Termination Clause contained within Attachment 2.

3.7 Contract Renewal:
This Contract may be renewed for two (2) additional one-year periods upon written mutual agreement by both parties, subject to any negotiated changes to the terms and specifications contained in this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:
The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:
The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the

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primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages resulting from the negligent acts or omissions of its employees or subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways,* shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

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5.5 Vehicle Information:
The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:
The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s). The Contractor acknowledges and accepts liability for any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorneys' fees) arising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract, including but not limited to those services required to be performed pursuant to this subsection.

5.7 Traffic Control:
The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). The Contractor acknowledges and accepts liability for any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorneys' fees) arising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract, including but not limited to those services required to be performed pursuant to this subsection.

5.8 Work Days/Hours:
The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Except as prohibited by local ordinance, state or federal law, or other directive from the County, any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:
The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the

County. The Contractor acknowledges and accepts liability for any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorneys' fees) arising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract, including but not limited to those services required to be performed pursuant to this subsection.

5.10 Stumps:
All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

Utilizing Local Resources:
The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:
The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that all subcontractors likewise comply with all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Contract. Contractor shall assign a safety officer to the project for the duration of the Contract.

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

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

All personnel provided or made available pursuant to this Contract, whether employees of the Contractor or a subcontractor, shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

5.13 Inspection and Testing:
All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:
The term "Government" as used in this Contract refers to those governmental agencies which may have a regulatory or funding interest in this Contract, including but not limited to Duplin County, the State of North Carolina, and the United States federal government.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:
The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:
The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:
A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:
Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:
Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:
The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 *See enclosed RFP Fee Schedule*

7.2 Billing Cycle:
The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:
The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:
The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

7.5 Unit Price/Service Negotiations:
Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and

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subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:
Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

7.7 Retainage:
A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor to public or private property.

7.8 Annual Appropriation and Funding.
This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

8.0 MISCELLANEOUS

8.1 Notice:
Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:
CrowderGulf, LLC
5629 Commerce Blvd E
Mobile, AL 36619
800-992-6207
jramsay@crowdergulf.com

County:
Duplin County
Matthew Barwick
209 Seminary St
Kenansville, NC 28439
Phone 910-296-2160 ext 232
Email matthew.barwick@duplincountync.com

8.2 Dispute Resolution and Applicable Law:
The parties shall attempt to resolve any conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be reached, any and all legal action necessary to enforce the Contract will be held in Duplin County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.

8.3 County's Right to Carry Out Work.

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, after such seven-day period, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the County's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

8.4 Entire Contract/Amendments:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.5 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.6 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

8.7 **E-VERIFY:**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

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

8.9 **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the

responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

8.10 **GOOD STANDING WITH COUNTY**: CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC

By: Ashley Ramsey-Naile
Name: Ashley Ramsey-Naile

Title: Sr. Vice President/COO

ATTEST:

Wesley Naile
Wesley Naile

Duplin County

By: Matt B. C
Name:

Title: DIRECTOR OF EMERGENCY MANAGEMENT

ATTEST:

Brittany M. Boyette
Name: Brittany M. Boyette

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

Stacy Westmoreland
Duplin County Finance Officer

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: **RFP DMS2020-01**
Disaster Debris Removal & Management
Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: **02**

DATE: **MAY 12, 2020**

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. Bid bonding is addressed as follows:
   a. Bid bonding is a requirement by Duplin County, and is required in original, submitted with each proposal for Disaster Debris Removal and Management Services in the amount of $25,000.00
   b. Bid bonding is not required by Duplin County for bids submitted for Disaster Debris Monitoring and Recovery.
2. All bids are to be received sealed. Therefore no electronic bids will be accepted. Bids will be accepted until May 22, 2020 at 5:00 pm EST via mail service or hand-delivery at 209 Seminary ST Kenansville, NC 28349.

END

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DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: **RFP DMS2020-01**
Disaster Debris Removal & Management
Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: **01**

DATE: **MAY 7, 2020**

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. The original documentation contains two separate RFPs. Any proposer may bid on either services, but will do so separately.
    a. RFP for Disaster Debris Removal and Management, as seen on pages 1-51, represents one RFP for Disaster Debris Removal and Management Services.
    b. RFP for Disaster Debris Monitoring and Recovery, as seen on pages 52-71, represents one RFP for Disaster Debris Monitoring and Recovery Services.
2. Bid bonding will be a local requirement by Duplin County, and is required in original, submitted with each proposal. This includes proposals for both Disaster Debris Removal and Management Services, and Disaster Debris Monitoring and Recovery Services. Proposals will not be accepted in electronic form of any kind.
3. Due to affects from the Novel Coronavirus, clarity on bid bonding requirements, and typographical errors in the original document, the due date for proposals is extended. To preserve the equal opportunity of all potential proposers, proposals will be accepted until 5:00 pm EST on May 22, 2020.

END

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DEBRIS REMOVAL & MANAGEMENT SERVICES

RFP DMS2020-01

Released for public proposal on April 7, 2020, and closing May 12, 2020.

DUPLIN COUNTY FIRE & EMERGERGENCY MANAGEMENT |
209 SEMINARY ST. KENANSVILLE, NC 28349

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Duplin County Emergency Services
Division of Fire & Emergency Management
https://www.duplincountync.com/fire-emergencymanagement/
209 Seminary Street • Kenansville, NC 28349•Tel 910-296-2160 • Fax 910-296-2164

- Pre-Bid & Proposal Conference
  - Not Applicable
- Bond
  - Surety Required
  - Bond Required
  - Bid Bond Required
- Insurance
  - Required

Questions concerning this solicitation may also be emailed to Matthew Barwick at matthew.barwick@duplincountync.com no later than **May 10, 2020 at 5:00pm EST.**

Please reference in subject RFP DMS2020-01 on all correspondence. Questions received, if any will be responded to within 72 business hours.

NOTE:

- Failure to follow instructions may result in proposer disqualification.
- There will be no public bid opening.

Duplin County Emergency Services Division
of Fire & Emergency Management
https://www.duplincountync.com/fee-emergencymanasement/
209 Seminary Street • Kenansville, NC 28349•Tel 910-296-2t60 • Fax 910-296-2164

Debris Management Services
DMS2020-01

Sealed proposals will be received in the Emergency Services Office from the opening of the request for proposal on April 7, 2020 until **May 4, 2019 at 5:00p.m EST**. This represents the closing of the period of acceptance for proposals. Absolutely no proposal will be accepted for consideration if not physically received by this date and time, regardless of postmark date or time.

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in proposal disqualification.

Proposals may be mailed, or hand delivered to:

Duplin County Fire & Emergency Management
209 Seminary Street
Kenansville, NC 28349

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Appendix H- USACE Categories of Debris

STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to **209 Seminary ST. Kenansville, NC 28349** with the proposal number and title clearly marked on the front of the envelope.

( ) Insufficient time to respond
( ) Unable to meet specifications
( ) Schedule would not permit us to perform
( ) Do not offer this product
( ) Specifications unclear
( ) other (please specify below)

Comments: _____

_____

_____

_____

Company Name: _____ Date: _____

Signature: _____ Telephone Number: _____

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

• Review all sections of this document carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

• Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

• All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the entity submitting their proposal. The **COUNTY** of Duplin assumes no responsibility for these costs.

• Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the Director of Emergency Services.

• All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

• Proposals misdirected to other **COUNTY** locations or which are otherwise not present in the Emergency Services Office at the time of opening for any cause will be determined to be late and may not be considered.

• In accordance with Chapter 55A, Article 15.01(a) **Authority to conduct affairs required,** of the North Carolina General Statutes, no foreign corporation shall conduct affairs in this State until it obtains a certificate of authority from the Secretary of State.

• Offerors are advised that all materials submitted to the **COUNTY** of Duplin for consideration in response to this Request for Proposals will be considered public records, without exception, and will be released for inspection immediately upon request, once an award has been made.

• It is intended that an award pursuant to this Request will be made to a prime **CONTRACTOR,** who will assume responsibility for all aspects of work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted and must be approved by the **COUNTY,** provided that their use is clearly indicated in the offeror's proposal, and the **Sub-CONTRACTOR(s)** proposed to be used are identified in the proposal.

EQUAL EMPLOYMENT OPPORTUNITY (NCGS 126-16)

§ 126-16. Equal opportunity for employment and compensation by State departments and agencies and local political subdivisions - All State departments and agencies and all local political subdivisions of North Carolina shall give equal opportunity for employment and compensation, without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined in G.S. 168A-3 to all persons otherwise qualified, except where specific age, sex or physical requirements constitute bona fide occupational qualifications necessary to proper and efficient administration. This section with respect to equal opportunity as to age shall be limited to individuals who are at least 40 years of age. (1971, c. 823; 1975, c.158; 1977, c. 866, s. 7; 1979, c. 862, s. 3; 1983 (Reg. Sess., 1984), c. 1116, s. 111; 1985, c. 571, s. 2; 1991, c. 65, s. 6.)

SPECIFICATIONS

A. PURPOSE

The purpose of these specifications is to describe the requirements of the **COUNTY** relative to the Disaster Debris Management Services sought by the **COUNTY** in the management of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. This contract would potentially be invoked for **COUNTY,** State, and Federally declared disaster events. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of way, streets and roads; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including screening for sand, sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Duplin **COUNTY**; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, bio-hazardous waste and dead animals; providing project management services including emergency communications; and assisting the **COUNTY's** Federal and State reporting and reimbursement efforts. In addition, the selected **CONTRACTOR** may be required to provide community relations support during all phases of the disaster recovery work which may include preparing audio/visuals and fact sheets, and participating in public meetings.

Duplin **COUNTY** will be the sole applicant for this contract.

B. ESTIMATED QUANTITES

The **COUNTY** is directly responsible for the unincorporated area of Duplin **COUNTY**.

For estimation purposes only, the Army Corp of Engineers Hurricane Debris Planning Model estimates utilizing their medium range estimates.

The following cubic yards (CY) of debris generated by hurricane strength category:

Category I 81 thousand CY
Category II 322 thousand CY
Category III 1.0 million CY
Category IV 2.0 million CY
Category V 3.2 million CY

GENERAL REQUIREMENTS

The scope of services shall include, but not be limited to the following:

The **CONTRACTOR** shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the **CONTRACTOR** to ensure that, should **Sub-CONTRACTOR(s)** be utilized by the **CONTRACTOR** for any portion of the work, these **Sub-CONTRACTOR(s)** shall meet or exceeds the same requirements for the **CONTRACTOR** pertaining to this contract and that the **Sub-CONTRACTOR(s)** are not debarred from doing any business with a government agency.

The **CONTRACTOR** shall notify the **COUNTY** within (48) forty-eight hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the **CONTRACTOR** or **SUB-CONTRACTORS** utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the **COUNTY,** the **CONTRACTOR** shall immediately prepare their response or draft a **COUNTY** response to the notice and begin corrective action against any non-complying condition. Failure by the **CONTRACTOR** to take corrective action which is required by law or the Contract Documents shall result in the **COUNTY** taking whatever measures are necessary to correct the condition and deducting the cost of taking such corrective action from the **CONTRACTOR's** Operating Fee Payment. The **CONTRACTOR** will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the prosecution of the Services shall be secured and paid for by the **CONTRACTOR** with the assistance of the **COUNTY,** unless otherwise stated in this Proposal. The **CONTRACTOR** will be responsible for obtaining the necessary permits from DEQ for the TDSR. The **CONTRACTOR** shall not be held responsible to secure permits and/or licenses, which the requirements for same have or will be waived due to a declaration of an emergency or disaster.

Under the general oversight of the **COUNTY**, the **CONTRACTOR** will supervise and direct all work, workers and equipment. The **CONTRACTOR** is solely responsible for the means, methods, techniques, sequences, safety program and procedures utilized. The **CONTRACTOR** will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the **COUNTY** a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the **CONTRACTOR** and all communications given to the supervisor or liaison officer in writing by the **COUNTY's** Authorized Representative shall be as binding as if given to the **CONTRACTOR.**

The name(s) of the supervisor(s)\liaison officer will be supplied to the **COUNTY** for each issuance of an event Notice-To-Proceed through an attachment to the Agreement resulting from this Proposal in the form of a task order.

The **CONTRACTOR** shall have the ability to guarantee operations, and pay vendors and **Sub-CONTRACTOR(s)** for 120 days prior to receiving payments from the **COUNTY.**

The **CONTRACTOR** shall provide up to 40 hours annually of on-site pre-event planning and coordination services as directed by the **COUNTY.**

The **CONTRACTOR** shall make daily reports to the **COUNTY** to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The **CONTRACTOR** shall also provide other operational and complaint tracking reports as requested by the COUNTY.

The **CONTRACTOR** shall disclose future debris management contractual obligations within the State of North Carolina throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the **CONTRACTOR** from meeting its obligations under this contract. Such disclosure shall be provided to the **COUNTY** within 30 days of entering into said contractual obligation.

The **CONTRACTOR's** response shall meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the **COUNTY** Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the **COUNTY** while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Based on the Category III debris quantities noted on page 5. Category III-1.0 million cubic yards, the **CONTRACTOR** response shall meet the following minimum standards:

- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial event notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the **CONTRACTOR** and the **COUNTY.**

SCOPE OF SERVICES

It is the intent of this Scope for the **CONTRACTOR** to remove, as quickly as possible, all hazards to life and property resulting from the Event in the **COUNTY.** Clean up, demolition and removal will be task order (notice-to-proceed) specific and limited to eligible debris. Eligible debris shall be defined by the **COUNTY** as (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large.

DEBRIS REMOVAL

Specifically, the Scope of Services will include the following items:

1. **Emergency Road Clearance** - The **CONTRACTOR** shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the COUNTV.

2. **Debris Removal from Public Rights-of-Way** - As identified by and directed by the **COUNTV,** the **CONTRACTOR** shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) or direct haul to final disposal/landfill from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The **CONTRACTOR** shall segregate all debris to the extent practical. Clean, woody debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner shall be handled separately from other debris.

3. **Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)** - Should an imminent threat to life, safety and health to the general public be present, the **COUNTY** will obtain prior and proper approval from FEMA for the eligibility of debris removal from private property and demolition of private structures **(FEMA DAP9513.4, DAP9523.13).** The **CONTRACTOR,** as identified to and directed by the **COUNTY,** will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by **CONTRACTOR** from the **COUNTV** the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the COUNTY. The **CONTRACTOR** will place all debris collected through this process in the public rights-of-way, where the above scope of services (Debris Removal from Public Rights-of Way) shall commence. The **COUNTY** feels that it is in the best interest of the health and safety of its citizens to provide this service. The **CONTRACTOR** shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

4. **Hazardous Slumps (Extraction, Back-fill, Haul)** - As identified and directed by the **COUNTY,** the **CONTRACTOR** shall extract all hazardous stumps, as identified by the COUNTY, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the **COUNTY** and the **CONTRACTOR.** Each stump shall be inspected by the **COUNTY** and **CONTRACTOR** inspectors and documented as to the appropriate category of size for invoicing.

5. **Leaning** Trees / **Hanging Limbs (Trimming, cutting, felling)** - As directed by the **COUNTY,** the **CONTRACTOR** shall trim, cut and/or fell all leaning trees and/or hanging limbs, as identified by the **COUNTY.** Each tree and limb shall then be placed in the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services above.

6. **Temporary Debris Staging and Reduction Sites (TDSRS)** - The **CONTRACTOR** and the **COUNTY** will jointly review alternative sites for debris management. The **CONTRACTOR** will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each debris management location jointly agreed upon by the **COUNTY** and the **CONTRACTOR.** The **CONTRACTOR** will thoroughly video tape and/or photograph each site before any activities begin, and will periodically update video and photographic documentation to track site evolution.
    - The **CONTRACTOR** will operate and manage the TDSRS's to accept and process all event debris. The **CONTRACTOR** shall be responsible for any site preparation, to include but not

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limited to: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The **CONTRACTOR** shall provide and maintain portable and sanitary facilities and fresh water at each Inspection Station.

- The inspection of every load, in and out, is further defined in the documentation section below. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes.
- All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. The **CONTRACTOR** shall be responsible for obtaining and paying for all permits required to construct, operate, maintain, close, and reclaim the debris-processing sites. The **CONTRACTOR** shall maintain the site in accordance with all local, state, and federal rules and regulations including, at a minimum erosion control, storm water management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The **CONTRACTOR** shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.
- The **CONTRACTOR** shall not transport hazardous materials to the TDSRS or other sites that are not specifically authorized to accept such materials. The **CONTRACTOR** shall be responsible for proper handling and storage of any hazardous materials brought to the TDSRS. The **CONTRACTOR** shall provide a suitable area at each TDSRS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material surrounded with berms *or* other containment structures to contain any potential leakage.
- The **CONTRACTOR** shall conduct all required ash, soil, and groundwater testing at the TDSRS, as required by Federal, State and Local laws, standards, regulations and operating permits. All guidelines in FEMA's Public Assistance Debris Management Guidelines, FEMA 325 July 2007, or any subsequent editions, shall be followed and complied with in the establishment, operation of and closing of the TDSRS.
- The **CONTRACTOR** shall ensure that site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. The TDSRS will be restored to its pre-use condition, which will include but not be limited to: removal of all equipment and debris, grading of the site to historical conditions, and the seeding and mulching of the exposed areas.

7. **Disaster Event Generated Hazardous** Wastes **Abatement** - The **CONTRACTOR** shall abate all hazardous waste identified by the **COUNTY** in accordance with all applicable Federal, State and Local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.

8. **Disaster Event Generated Bio-hazardous** Wastes **Abatement** - The **CONTRACTOR** shall abate all bio-hazardous waste identified by the **COUNTY** in accordance with all applicable Federal, State and Local laws, standards and regulations.

9. **Dead Animal Collection, Transportation and Disposal** - The **CONTRACTOR** shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.).

Disposal will be accomplished in any permissible manner consistent with Federal, State and **COUNTV** laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the **COUNTY.**

10. **Soil Screening** - The **CONTRACTOR** shall screen all soils, as directed by the **COUNTY,** to remove all eligible debris deposited by an Event. This task includes the pick-up of debris-laden soil, hauling debris-laden soil and processing the debris-laden soil as directed by the COUNTY. Debris removed from soil will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Rights-of-Way.

11. **Electronic Communications** - The **CONTRACTOR** shall provide the **COUNTY,** in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication.

12. **Public Information** - The **CONTRACTOR** shall be responsible for distributing public information to **COUNTY** residents and businesses within the affected area of devastation, in the event that normal communication is unavailable. The **COUNTY** will develop, produce and provide the **CONTRACTOR** with the public information for distribution. However, in the event that the **COUNTY** is unable to have the public information produced due to the devastation, the **CONTRACTOR** shall be required to have the public information produced and distributed. In this case, the **COUNTY** will provide the **CONTRACTOR** with the information that will need to be produced.

TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Scope for the **CONTRACTOR,** as part of and in support of, the defined tasks above, to provide disaster recovery technical assistance to appointed and elected officials within the **COUNTY.** This scope shall include, but not be limited to, the services defined.

1. PROGRAM MANAGEMENT ASSISTANCE

a. Project Worksheet (PW)
   i. Official PW requests — Assist **COUNTY** personnel in the following:
      1. Identification of expenditures eligible for reimbursement
      2. Submission of official "request for PW inspection"
   ii. Local government representation on PW team — Train and assist **COUNTY** personnel to accomplish the following:
      1. Identification of eligible items for reimbursement
      2. Review of PW for accurate scope of work
      3. Review of PW for accurate unit costs
   iii. Recovery process documentation — Assist **COUNTY** personnel in the following:
      1. Creation of recovery process documentation plan
      2. Maintenance of documentation of recovery process
   iv. Force account labor vs. contract labor
      1. Recommendations to government officials on need to contract or utilize force account labor
   v. Recovery process oversight
      1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
      2. PW tracking through State and Federal process
      3. Written and oral status reports to government officials

b. Documentation Support
   i. Review of records system for applicability to Federal and State requirements
   ii. Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
   iii. Assist in selection of "Clerk of Records" and provide detailed training for documentation
   iv. Review documentation for accuracy and quantity
   v. Assist in preparation of claim documentation

c. Consultation and negotiation services
   i. Recommendations to government officials on plans of action
   ii. Provide guidance to government officials on issues involving Federal and State reimbursement
   iii. Assist **COUNTY** officials in negotiations with Federal and State officials

d. Other representations as may be requested / required

2. COUNTY REIMBURSEMENT EFFORTS

The **CONTRACTOR** shall provide assistance to the **COUNTY** in the **COUNTY's** Federal and State reimbursement efforts.

a. The **CONTRACTOR** shall accompany and assist the **COUNTY** in assessing and preparing Project Work Sheets for submittal to Federal/State agencies as requested by the **COUNTY.**
b. The **CONTRACTOR** shall provide all records, disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, DOT, etc.) and State reimbursement applications.
C. The **CONTRACTOR** shall review all reimbursement applications prepared by the **COUNTY** prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the **COUNTY** of any recommended changes, corrections, alterations or deletions.
d. The **CONTRACTOR** shall assist the **COUNTY** in responding to federal and state agencies' request for additional information as directed by the **COUNTV.**

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OTHER OPERATIONAL CONSIDERATION

1. **Documentation and Inspections**

All storm debris shall be subject to inspection by the **COUNTY** or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The **CONTRACTOR** will, at all times, provide the **COUNTY** access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The **CONTRACTOR** and the **COUNTY** will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The **CONTRACTOR** and the **COUNTY** will monitor the material to determine that it in fact consists of eligible debris. The **CONTRACTOR** and the **COUNTY** will have in place at the pick-up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the **CONTRACTOR** and the **COUNTY** will establish and record the certified cubic yards capacity and will inspect each haul truck. The **CONTRACTOR** will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The **CONTRACTOR** will assist the **COUNTY** in preparation of Federal (FEMA, DOT, etc.) and State reports for any potential reimbursement through the training of **COUNTY** employees and the review of documentation prior to submittal. The **CONTRACTOR** will work closely with the North Carolina Division of Emergency Management, FEMA, DOT and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

2. **Priority of Work Areas**

The **COUNTY** will establish the priority of and shall approve each work area in advance, which the **CONTRACTOR** will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The **CONTRACTOR** shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the **CONTRACTOR.** Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the **COUNTY.**

3. **Working Hours**

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The **CONTRACTOR** may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the **CONTRACTOR** deems it necessary and safe. **CONTRACTOR** shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. **Debris Disposal**

The **CONTRACTOR** shall process, recycle and dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Final disposition locations shall be at the discretion of the **CONTRACTOR** with prior acceptance by the **COUNTY,** except for those materials to be landfilled as determined by the **COUNTY.** Debris to be landfilled will be at the **COUNTY's** designated landfill facility or as directed by the **COUNTY.** The **CONTRACTOR** and **COUNTY** inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards or Tons if direct haul to landfill.

5. **White Goods**

The **CONTRACTOR** may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the North Carolina Administrative Code. The **CONTRACTOR** shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the **CONTRACTOR** in accordance to applicable regulatory requirements.

6. **Multiple Schedule Pass**

The **CONTRACTOR** shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the **COUNTY** to return to their properties and bring debris to the right-of—way as recovery progresses. The number and schedule of passes shall be determined through **COUNTY/CONTRACTOR** consultation. It is the **COUNTY'S** intent that the **CONTRACTOR** will make as many passes as the **COUNTY** may direct to complete the removal and lawful disposal of all-natural disaster generated debris.

7. **Certification of Load Carrying Capacity**

The **CONTRACTOR** shall submit to the **COUNTY** certification indicating the type of vehicle, make, model, license plate number, **CONTRACTOR** equipment number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the **COUNTY** or it's Monitor. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the **COUNTY.**

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the **COUNTY.** The **CONTRACTOR** shall cover the tarping of loads.

8. Traffic Control

The **CONTRACTOR** shall mitigate the impact of their operations on local traffic to the Oiliest extent practicable. The **CONTRACTOR** is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSRS. The **CONTRACTOR** shall provide sufficient signing,

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flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment and workplace.

9. **Storm Debris Hotline**

The **CONTRACTOR** shall establish a storm debris hotline system to handle incoming calls for information and complaints concerning the storm debris operation. The **CONTRACTOR** shall maintain an office and shall provide sufficient staffing to ensure quality storm debris information dissemination and receipt of complaints about the storm debris operation. The office shall be established no later than 24 hours after the **COUNTY's** notice to proceed. This office shall remain open to business for the hours as determined by the **COUNTY.**

The **CONTRACTOR** shall be staffed and have the technology to accept all request for information and complaints. The **CONTRACTOR** shall provide an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be maintained regularly. During non-office hours, questions and complaints shall be recorded and answered no later than the following business day.
The **CONTRACTOR** shall provide computer data base tracking of **COUNTY** resident and business complaints related to the disaster event.

10. **Coordination with Recovery Operation Center**

The **CONTRACTOR** shall be required to provide current/up-to-date field condition information to the **COUNTY'S** EOC-Recovery Operation Center.

11. **CONTRACTOR Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract**

• **CONTRACTOR** site visit of **COUNTY** TDSRS	30 Days
• Aerial Markups of TDSRS with Site Layouts	60 Days
• Load Tickets with Use Procedure	30 Days
• **CONTRACTOR** Load Ticket Accounting Software	30 Days
• **CONTRACTOR** Debris Separation Requirements/Procedures	30 Days

GENERAL NOTICES AND SUBMITTAL INSTRUCTIONS

All interested firms must fully complete, sign and submit a Bidder Certification Cover Sheet, and the Proposal Price sheets for Disaster Debris Management Services provided herein. All three (3) pages must accompany each response submitted.

Submission Deadline — The proposals must be received no later than the date and time listed on page one of this solicitation. The department will not accept electronically transmitted, late, or misdirected submittals. If less than three (3) interested firms respond to this solicitation, the department may extend the deadline for submission and notify all interested parties. Submittals will only be opened following the final submittal due date, as announced in this Request.

Period of Irrevocability — Submissions are considered irrevocable for a period of not less than SIXTY (60) days following the established due date and may not be withdrawn without written express permission of the Emergency Services Director.

Certificate of Authorization ("COA") — Pursuant to Chapter 55A, Article 15.01(a) **Authority to conduct affairs required,** of the North Carolina General Statutes, no foreign corporation shall conduct affairs in this State until it obtains a certificate of authority from the Secretary of State. A copy of the current COA for the firm and the current North Carolina registration for the individual(s) who would perform the work must be included in the response to this request for RFP.

Submittal Costs — Any and all costs associated with developing and/or submitting responses to this solicitation including oral or written clarifications of its content shall be the responsibility of the interested firm.

Access to Public Records — All materials submitted to the **COUNTY** for consideration will considered public records.

A. **SUBMISSION PACKAGE**

Please provide one (1) signed original, clearly marked as an original and five (5) duplicate copies of the proposal. Each Proposer must submit only one (1) copy of the Price Proposal 16 through 21 of these documents in an envelope separate from the narrative portion of the response. Each Proposer must submit only one (1) copy of the Financial Reports in an envelope separate from the narrative portion of the response. Do not include copies of the Price Proposal pages in with the narrative copies.

Each element of the proposal shall be individually tabbed and indexed. Page limitations are specified below. A page shall consist of one typewritten (10 or 12 characters per inch) side of standard size 8 /2 x 11-inch stationery. No photo reduction of text is allowed. Any photographs, maps, diagrams, charts, or other non-text contents, which provide information about the respondent will be included in the page count. Foldout inserts will be converted to 8 1/2 x 11-inch equivalents and rounded upward to the next whole page.

B. **CONTENT**

The proposal shall consist of the following four (4) parts:

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1. **Transmittal Letter** - This is to serve only as the document covering transmittal of the Proposal package and shall not exceed one (1) page. The letter should provide the name, title, address, and telephone number of the official contact person and an alternate. These individuals shall have the authority to bind the **CONTRACTOR** and shall be available to be contacted by telephone or attend meetings as may be appropriate.

2. **Financial Reports** - Provide the following information.
The audited financial statements should be performed by a reputable firm of independent certified public accountants. In situations where audited financial statements are precluded, the applicant must provide:
   - Un-audited financial statements for the last two (2) years
   - Federal Tax returns for the last two (2) years
   - Un-audited interim quarterly financial statements subsequent to the last fiscal year's un-audited statements
   - For situations where the applicant corporate entity and/or related parent company, co-applicant, etc. is less than five years old, provide the 1.a, b, c for all years of existence.
   - Will be evaluated for profitability in three of the applicant's last five years and demonstration of positive trend for the future.

a. Financial Statements
- Audited financial statements for the last two (2) years
- Audited financial statements of the applicant's parent company for the past two (2) years.
- Audited financial statements of any and all co-applicants' partners for the past two (2) years.
- Interim quarterly financial statements to date subsequent to the last financial audit.

Respondents are required to submit the company's past two years of audited financial statements to demonstrate their current financial condition and stability. The audited financial reports shall be submitted in a separate envelope and must be marked in the left-hand corner on the outside of the envelope as follows:
- Financial Statements:
- Disaster Recovery Services:
- RFP Number:
- Opening Date:
- Name and Address of Respondent:
- Telephone Number of Respondent:

b. SEC Reports
- Not applicable for applicants that are not public corporations
- The most current 10K report
- The most current 10Q report

c. Ratios
Applies to all applicants. Industry standard ratios, where available, will be the basis for comparison. In situations where industry standard ratios are not available, the COUNTY will use appropriate ratios applicable to the vendor's financial strength relative to the type of work to be performed for the COUNTY.
- Income statement and balance sheet ratios which are standard to the bidder's industry's Corporate Structure (Applies to all applicants, from sole proprietorship to subchapter S corporations to public corporations.)
- Description of ownership/legal structure of applicant
- Description of ownership/legal structure of co-applicant's partners/etc.
- Description of ownership/legal structure of parent corporate
- Organization chart of applicant as it relates to parent corporation, holding company, co-applicants, subsidiary corporations and/or affiliated companies

d. Credit
Applies to all applicants
- List of all lines of credit
- Status of all lines of credit

e. Cash Flow Projections
Applies to all applicants
- Provide detailed projections and assumptions of cash flows showing project revenues, operating and capital expenditures through the life of the contract of the corporation providing the goods/services to Duplin **COUNTY**

f. Litigation
Applies to all applicants
- List of litigation, past, pending and threatened to applicant and relevant associated corporate entities
- Actual and/or potential financial impact
- Indicate whether applicant has ever filed bankruptcy and describe the circumstances.

g. Debt Information
Applies to all applicants
- Covenant tests required in conjunction with existing loan agreement/s
- Certification from the company's chief financial officer that, as of the date of such certification, no events of default have occurred or are continuing under the terms of the company's outstanding debt

h. Other
- The period of performance is for a three-year term. The **COUNTY** shall terminate the contract at any time for convenience. The successful bidder understands and agrees to provide to the **COUNTY** the above listed documents, statements and reports on an annual basis. These documents, statements and report shall be provided within 90 days following the end of the bidder's fiscal year. The **COUNTY** reserves the right to request interim quarterly financial reports.

3. **Compensation Schedule**

The Respondent shall complete the compensation schedule included herein in Appendix F - Proposal Section. The Quote for Disaster Recovery Services form is not included in the page count. The **CONTRACTOR** is to include all costs that the **CONTRACTOR** may anticipate Incurring during the performance of the disaster recovery work as outlined in Appendix F — Proposal Section.

Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

4. **Technical Response**

The technical response shall contain the five (5) sections outlined below and shall not exceed 35 pages:

a. **Company Experience**

This section should provide information on the **CONTRACTOR's** historical background and experience on disaster recovery projects including the **CONTRACTOR's** previous experience with proposed joint ventures and key **SUB-CONTRACTOR(S).** The **CONTRACTOR's** background should include: the number of years that the company has been in existence; the number of years the **CONTRACTOR** has been involved with disaster recovery and debris removal; the organization Of the disaster recovery team; and the **CONTRACTOR's** history and experience working with the proposed joint venture or major **SUBCONTRACTOR** on disaster recovery and debris removal.

The **CONTRACTOR** should document a thorough understanding of the elements affecting the removal and processing of mixed debris following a disaster event. The experience and expertise of contract managers and key personnel should be discussed.

The **CONTRACTOR** should document their ability to establish and operate multiple temporary debris processing sites throughout the **COUNTY** where collected debris may be sorted, screened for soil, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal at a designated facility within DUPLIN **COUNTY.** The **CONTRACTOR's** disclosure should include their knowledge of the regulations affecting the removal, processing and disposal of mixed debris.

The **CONTRACTOR** should document their expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, bio-hazardous wastes, dead animals, and hazardous stumps.

The **CONTRACTOR** should document their expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

The **CONTRACTOR** should document their expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.

b. **Resources and Availability**

Availability of the contract managers and key personnel must be identified. **SUB-CONTRACTOR(S)** shall be identified and the intended scope of their work detailed. The types and quantities of recovery equipment must be identified. The **CONTRACTOR** must clearly identify that equipment owned by the **CONTRACTOR** separately from the equipment available from other sources. The **COUNTY** expects personnel, **SUB-CONTRACTOR(S)** and equipment identified in the proposal response to be available for work to complete services identified under this solicitation. The **COUNTY** further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The **CONTRACTOR** must provide reasonable assurance that the identified personnel will be available to work on future projects. The **CONTRACTOR** must provide reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts.) The **CONTRACTOR** shall provide a list of all contractual obligations within North Carolina for similar disaster recovery services and provide reasonable assurance that such contracts will not interfere with or preclude the **CONTRACTOR** from responding to the **COUNTY** with the **CONTRACTOR's** full force of manpower and equipment. The **CONTRACTOR** shall disclose future contractual obligations within the State of North Carolina throughout the term of the contract and provides reasonable assurance that such obligations will not preclude the **CONTRACTOR** from meeting its obligations under this RFP.

The **CONTRACTOR** must include a mobilization/operation plan that outlines the **CONTRACTOR's** mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in proposal must be submitted with your proposal. These additional supporting documents will not count towards the total page count. This outline should include a breakdown of the time required to perform each mobilization task including the time required to mobilize the **CONTRACTOR's** forces, time to establish an on-site emergency response and communication center, time to mobilize recovery equipment, time to establish Temporary Debris Storage and Reduction Sites (TDSRS), and the time required to mobilize **SUB-CONTRACTORS.** The mobilization/operation plan shall include a breakdown of the manpower and equipment that will be assembled during each phase of the **CONTRACTOR's** response. The response should meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the **COUNTY** Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the **COUNTY** while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;

- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Based on the Category 3 debris quantities noted on page 5. Category III- 1.0 million cubic yards, the **CONTRACTOR** response should meet the following minimum standard of the ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial notice to proceed.

The operation plan for the TDSRS shall describe the operations expected — materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The **CONTRACTOR** shall include provisions for air curtain burning.

A description of the on-site emergency response and communication center must be provided including the type of communication employed by the **CONTRACTOR** and the **CONTRACTOR's** ability to interface with the **COUNTY's** emergency response equipment.

c. **Project Management**

The **CONTRACTOR** should describe the organizational structure, **CONTRACTOR** assigned liaison officer, plans to meet with the COUNY at the location and times specified, and "chain of command" of the **CONTRACTOR's** response team and the project management methods that are most appropriate to perform the contract services outlined in Section V. The discussion should include: methods for communicating with team members and **COUNTY** emergency management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The **CONTRACTOR** should also discuss the **CONTRACTOR's** staffing and ability to supervise multiple clean-up crews and **SUB-CONTRACTOR(S).** This discussion should include the **CONTRACTOR's** project management methods that ensure the quality of the work being performed by the **CONTRACTOR's** crews and **SUB-CONTRACTOR(S).**

CONTRACTOR shall provide a comprehensive description of their proposed quality control plan. The description shall include, as a minimum, the **CONTRACTOR's** quality control organization and its authority, the **CONTRACTOR's** overview of the tasks to be inspected, reports and methods of inspections.

d. Federal and State Reporting and Reimbursement

The **CONTRACTOR** shall provide a detailed description of their experience and success in filing for and receiving Federal (FEMA, DOT, etc.) and State reimbursements for disaster recovery work. This discussion should include the **CONTRACTOR's** experience in preparing and submitting Federal/State Project Work Sheets. The

COUNTY reserves the right to require all **CONTRACTORS** to use a single specified format for data management and project tracking.

e. Past Performance

The **COUNTY** will verify past performance by contacting the client references provided.

The **CONTRACTOR** must list a minimum of three (3) separate and verifiable disaster recovery events and their associated clients. Clients listed must be for completed work on disaster recovery projects or debris removal and processing projects that are similar to those identified in Section V. At least two of the client references shall be for a disaster recovery project performed for a public or governmental agency. At least three of the client references shall be for disaster recovery project performed as the lead **CONTRACTOR.** Confidential clients shall not be included. Respondents using joint ventures should include former clients of the venture. Information on each client shall be provided in the following format:

- Project/Event Title
- Client name, address and telephone number
- Contact Person and telephone number
- Location of project (if different than above)
- Project term
- Performance period
- Approximate fee for services
- Brief description of project

Selection Criteria are indicated below with respective weights per area:

Criteria	Maximum Possible Score
Company Experience	15
Resources and Availability	15
Project Management	15
Federal/State Reporting and Reimbursement Support	15
Financial stability and capacity	15
Reasonableness of Cost	25

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AGREEMENT

The term of this agreement will be for (3) three-years. The **COUNTY** shall have the option of extending the agreement for two (1) additional year, as approved by the **COUNTY,** at the same terms and conditions by giving the firm written notice not less than thirty (30) days prior to the expiration of the initial term.

The **COUNTY** shall terminate the contract at any time for convenience.

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The **COUNTY** will evaluate the proposer's current financial stability and financial ability to enter into a contract to perform the requested services. This evaluation will be based on the company's past two (2) years of reviewed or audited financial statements and any other pertinent financial information obtained on the proposer within the two (2) year period. The company must be financially capable to contract for the services outlined in this RFP. The proposer must have ability to obtain sufficient bonding and to guarantee operations and pay vendors and **SUB-CONTRACTOR(S)** for one hundred and twenty (120) days prior to receiving payment from the **COUNTY.** This is a minimum qualification and will be evaluated on a pass/fail basis. In the event of secondary and/or tertiary awards lowest overall pricing may not determine correct award. The scale to determine price ranking is located in Appendix F.

The COUNTY reserves the following rights:

1. Award a contract to more than one proposer.
2. Award to a primary, secondary and tertiary **CONTRACTOR(s).**
3. Award each task separate to any one of the top three ranked proposers.
4. Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee)
5. Request that proposer(s) modify their proposal to more fully meet the needs of the **COUNTY** or to furnish additional information as the **COUNTY** may reasonably require. (Selection Committee)
6. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee)
7. Process the selection of the successful proposer without further discussion. (Selection Committee)
8. Accept or reject qualifications or proposals in part or in whole. (Selection Committee)
9. Request additional qualification information. (Selection Committee)
10. Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division)
11. Obtain information for use in evaluating submittals from any source. (Contract Manager)
12. Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Duplin **COUNTY** to do so. **(COUNTY** Administration)
13. The **COUNTY** shall be the sole judge of proposers' qualifications. (Selection Committee, Purchasing Director, or Board of **COUNTY** Commissioners as may be applicable)

Unreasonable Charges— Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, **CONTRACTOR's** are placed on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the **COUNTY** of Duplin shall promptly notify the **CONTRACTOR,** in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A **CONTRACTOR** may not institute legal action unless a settlement cannot be reached within ninety (90) days of notification.

Cancellation of Project — The DMTF, with the approval of the director, may choose to cancel this project and recommend rejecting all RFP's.

Notwithstanding the above, the COUNTY reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any and all proposals, and to award in its best interest.

GENERAL CONDITIONS

1. **Contact**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of **COUNTY** Commissioners or any employee of Duplin **COUNTY** other than the Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

2. **Insurance Requirements**

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the **COUNTY** original Certificates of Insurance satisfactory to the **COUNTY** to evidence such coverage before any work commences. The **COUNTY** shall be named as an additional insured on all policies related to the project; excluding workers' compensation and professional liability. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the **COUNTY.** The **COUNTY** requires 30 days written notice of cancellation and 15 days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the **COUNTY** may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the **COUNTY** may purchase such insurance at the firm's expense, provided that the **COUNTY** shall have no obligation to do so and if the **COUNTY** shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

ADMITTED IN NORTH CAROLINA	YES
EMPLOYER'S LIABILITY	$100,000.00
ALL STATES ENDORSEMENT	STATUTORY
VOLUNTARY COMPENSATION	STATUTORY

Commercial General Liability Insurance - $4,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage's:

Premises and Operations - Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage's.

Independent CONTRACTORS - Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

Comprehensive Automobile Liability Insurance - $2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all own, hired and non-owned vehicles.

3. **Performance Bond**

An initial performance bond issued in a sum equal to $1 Million by a surety company considered satisfactory by Duplin **COUNTY** and otherwise authorized to transact business in the State of North Carolina shall be required from the successful proposal for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. An Event Performance Bond shall be required within seven days after an Event notice to proceed is issued in the following amounts; Tropical Storm to Hurricane Category I and II shall be in the amount of $10 million, Category III and above shall be in the amount of $25 million. Event performance bonds must comply with all other requirements unless otherwise stated. If the catastrophic event diminishes after the Event notice to proceed is issued, a stop work order will be issued to cancel the Event performance bond.

4. **Security Forfeiture**

If within ten days after notification by Duplin **COUNTY** of the **COUNTY'S** award of a contract, the Successful Proposer/CONTRACTOR refuses or otherwise neglects to execute the required written contract and fails to furnish the required Performance Bond the amount of the Proposal/Bid Bond shall be forfeited and the same shall be retained by Duplin **COUNTY.** No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of his proposal security or as a defense to any action based upon the neglect or refusal to execute a written contract.

5. **Indemnification**

The firm shall, in addition to any other obligation to indemnify the **COUNTY** and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the **COUNTY,** their agents, elected officials and employees from and against all claims, actions, liabilities, loses, costs, including attorney's fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any **SUB-CONTRACTOR,** anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any **SUB-CONTRACTOR** or other party performing the work.

6. **Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a **CONTRACTOR,** supplier, **SUB-CONTRACTOR,** or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months

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from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

7. Equal Opportunity/Affirmative Action

The **COUNTY** is an equal opportunity/affirmative action employer. The **COUNTY** is committed to equal opportunity employment effort; and expects firms that do business with the **COUNTY** to have a vigorous affirmative action program.

8. Minority Business Enterprise

§ **63A-19 Goals for participation by minorities, women, and the disabled. The COUNTY** shall verify its efforts to achieve the goals established in this section for participation by minority business enterprises, women's business enterprises, and disabled business enterprises in the total value of contracts awarded by the **COUNTY** in each of the following categories:

a. Contracts for capital construction or repair services
b. Contract for goods
c. Contracts for professional and other services

The goals for the Authority are as follows:

a. Ten percent (10%) participation by minority business enterprise
b. Five percent (5%) participation by women's business enterprise
c. Two percent (2%) participation by disabled business enterprise

The DMTF and Director will use the interested fires' submittal to this section of the RFP to determining the firm's "responsiveness."

9. Affirmation

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the **COUNTY.**

10. Development Costs

Neither the **COUNTY** nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposal's ability to meet the requirements of the RFP.

11. Addenda

The **COUNTY** may record its responses to inquiries and any supplemental instructions in the form of written addenda. The **COUNTY** may mail written addenda before the date fixed for receiving the proposals. Proposers shall contact the Purchasing Division to ascertain whether any addenda have been

issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding. All inquiries shall be in writing and addressed to Duplin **COUNTY** Administration, P.O. Box 950, Kenansville, NC 28349.

12. Code of Ethics

If any proposer violates or is a party to a violation of the code of ethics of Duplin **COUNTY** or the State of North Carolina, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the **COUNTY.**

13. Drug Free Workplace

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the **COUNTY** for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

14. Applicable Laws and Courts

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of North Carolina and any litigation with respect thereto shall be brought only in the courts of Duplin **COUNTY,** State of North Carolina. The proposer shall comply with all applicable federal, state and local laws and regulations.

15. Contract

All contracts are subject to final approval of the Duplin **COUNTY** Board of **COUNTY** Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

16. Proposal Acceptance Period

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offer or shortens the acceptance period may be rejected.

17. Addition/Deletion

The **COUNTY** reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the **COUNTY.**

18. Proprietary Information

In accordance with Chapter 119 of the North Carolina Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential

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and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the **COUNTY** and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the **COUNTY.**

19. Limitations

The **COUNTY** reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the **COUNTY** for costs incurred in preparation of responses to this RFP.

PROJECT-SPECIFIC EVALUATION CRITERIA

Note: Additional information may be required. Please number responses accordingly.

1. Identify the office location responsible for this project.
2. Identify project manager and key personnel. The **COUNTY** reserves the right to reject personnel.
3. Provide evidence of satisfactory completion of similar projects in the past five (5) years at similar facilities to include scope, duration and if the project(s) were completed on time and within budget.
4. Describe any cost savings that would arise as a result of the firm's ability to provide goods and/or services in more than one category.
5. Identify **SUB-CONTRACTORS,** sub-consultant(s) that may be used on the project(s).
6 Provide evidence of ability and experience in providing goods and services in the emergency management and homeland security arena that involve input from a variety of governmental and community interests.
7. Provide evidence of ability and experience in completing projects within predetermined budget and time constraints and under extreme circumstances such as a natural or man-made emergency/disaster.
8. List all projects, including contract numbers, with the **COUNTY** of Duplin during the past five (5) years — completed or active.
9. Provide references for all cited project(s) — completed or active.
10. Provide evidence of substantial experience within the **COUNTY** of Duplin, if any.
11. Provide evidence of knowledge and experience with the State of North Carolina laws and/or **COUNTY** of Duplin ordinances and local agencies responsible for emergency management and homeland security. (NC Dept. of Transportation, NC DEQ)

LEGAL REQUIREMENTS

1. **Type of Firm** — Provide a statement attesting to whether the firm is a supplier/distributor or a manufacturer of the offered solution.

2. **Discrimination Prohibited** — Compliance with the American Disabilities Act is required. No person shall on the grounds of race, color, or religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, specifically the nondiscrimination provision that appears at 42 U.S.C. § 3789 c (1). Recipients/sub-grantees of funds under the Act are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102.

3. **Equal Opportunity Program Requirements** — All firms awarded a contract(s) must ensure that their employment practices comply with Equal Opportunity Requirements. **§ 126-16. Equal opportunity for employment and compensation by State departments and agencies and local political subdivisions** - All State departments and agencies and all local political subdivisions of North Carolina shall give equal opportunity for employment and compensation, without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined in G.S. 168A-3 to all persons otherwise qualified, except where specific age, sex or physical requirements constitute bona fide occupational qualifications necessary to proper and efficient administration. This section with respect to equal opportunity as to age shall be limited to individuals who are at least 40 years of age. (1971, c. 823; 1975, c.158; 1977, c. 866, s. 7; 1979, c. 862, s. 3; 1983 (Reg. Sess., 1984), c. 1116, s. 111; 1985, c. 571, s. 2; 1991, c. 65, s. 6.)

4. **Application of legal requirement to sub-CONTRACTORs, sub-consultants** — Whenever a firm awarded a contract(s) chooses to implement a project by further sub-contracting or consulting all or any part of the contract(s), the firm shall include the provisions of these standard legal requirements in a further sub-contract which shall be reduced to writing and submitted to the Director for **prior approval.** Such implementing sub-CONTRACTORs and/or consultants, when utilized by the firm, may be responsible for the day-to-day operations of the project, including hiring, terminations, and budget revisions, however, only when the contracts between the firm and the implementing sub-**CONTRACTORs** and/or consultants so specify. A signed copy of all such contracts must be forwarded to the Director.

5. **Ethical Standards/prohibited political activity/Campaign Contributions** — It is the responsibility of all firms awarded a contract to comply with applicable provisions of the State of North Carolina General Law concerning Code of Ethics.

APPENDIX A — ACRONYMS

COA	Certificate of Authorization
C&D	Construction and Demolition
CFR	Code of Federal Regulations
CWA	Clean Water Act
DEQ	Department of Environmental Qualm
DFW	Drug Free Workplace
DMS	Debris Management Site
DMTF	Debris Management Task Force
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
GIS	Geographical Information Systems
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
NFPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Site
NRP	National Response Plan
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
ROA	Rights of Way
SWM	Solid Waste Management
TDSR	Temporary Debris Staging and Reduction
USACE	United States Army Corps of Engineers
USDA	United States Department of Agriculture

APPENDIX B — TERMS USED IN THIS DOCUMENT

Chipping or Mulching - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.

Construction and Demolition Debris (C&D) - The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
Debris - Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

Debris Clearance - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

Debris Removal - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

Demolition - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.

Hazardous Waste - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Hold Harmless - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Infectious Waste - Waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Legal Responsibility - In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

Debris Monitoring - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.

National Response Plan (NRP) - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.

Outbuilding - Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

Recycling - Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

Right of Entry - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way - The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

United States Army Corps of Engineers (USACE) - A component of the United States Army responsible for constructing and maintaining military installations and other government owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Goods - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

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APPENDIX C — BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____(hereinafter called the Principal) and_____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____,and authorized to do business in the State of North Carolina, are held and firmly bound unto the Board of County Commissions, Duplin County, North Carolina, in the full and just sum of_____dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the **COUNTY,** to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the **COUNTY,** a Bid Proposal for the purpose of _____

WHEREAS, the Principal desires to file this Bond in lieu of a certified Bidder's check otherwise required to accompany this Bid Proposal;

NOW THEREFORE, the conditions of this obligation are such if the Bid Proposal is accepted, the Principal shall, within ten (10) days after the date of receipt of written Notice of Award of Contract execute a Contract in accordance with the Bid Proposal and upon the terms, conditions and price set forth therein, in the form and manner contained in the Contract Documents and executes a sufficient and satisfactory Contract Documents and executes a Public Construction Bond payable to **COUNTY,** in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said **COUNTY,** then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid **COUNTY,** upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

The amount must be expressed as being at least five percent (5%) of the sum of the total amount of the initial Performance Bond.

IN TESTIMONY THEREOF, the principal and Surety have caused the presents to be duly signed and sealed this_____day of_____20____

ATTEST: PRINCIPAL: _____

_____ BY: _____(SEAL)
Witness Authorized Signature (Principal)

_____ _____
Witness Printed Name

_____
Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

_____ BY:_____(SEAL)
Witness Attorney in Fact

_____ _____
Witness Printed Name

_____
Business Address

NOTES:

1. Write in the dollar amount of the bond, which must be at least five percent (5%), of the total of the Base Bid included in the Proposal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

APPENDIX D — PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That_____, as Principal, and _____, as Surety, located at _____(Business Address) are held and firmly bound unto the Board of COUNTY Commissioners, Duplin COUNTY, North Carolina, as Obligee in the sum of_____Dollars, ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the **COUNTY** dated day of a copy of which is hereto attached and made a part hereof for Disaster Debris Management Services.

This Bond is being entered into to satisfy the requirements of North Carolina Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as **CONTRACTOR** is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

AS security for faithful performance; simultaneously with his delivery of the executed contract, the bidder shall furnish the County an executed bond in the amount of one hundred (100%) of the accepted bid as security for faithful performance of his contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document and have a surety thereon, with such company and companies approved by the County.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____20_____

ATTEST: PRINCIPAL: _____

_____ BY:_____(SEAL)
Witness Authorized Signature (Principal)

_____ _____
Witness Printed Name

_____
Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

_____ BY: _____(SEAL)
Witness Attorney in Fact

_____ _____
Witness Printed Name

_____
Business Address

APPENDIX E — PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That_____, as Principal, and_____, as Surety, located at _____(Business Address) are held and firmly bound unto the Board of COUNTY Commissioners, Duplin COUNTY, North Carolina, as Obligee in the sum of_____Dollars, ($ in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the **COUNTY** dated____day of_____a copy of which is hereto attached and made a part hereof for Disaster Debris Management Services.

This Bond is being entered into to satisfy the requirements of Section 253.05, North Carolina Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as **CONTRACTOR** is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duty all the covenants, terms, conditions, and agreements of said Contract including, but not limited to the guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays **COUNTY** all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including costs and attorney's fees on appeal that **COUNTY** sustains resulting directly or indirectly from any beach of default by Principal under the contract, and
3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the **COUNTY** from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the **COUNTY** for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the **COUNTY** harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon **COUNTY's** pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by **COUNTY** and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract granted by **COUNTY** to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Contract Documents (which includes the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESSWHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____20_____

ATTEST: PRINCIPAL: _____

_____ BY: _____(SEAL)
Witness Authorized Signature (Principal)

_____ _____
Witness Printed Name

_____
Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

_____ BY:_____(SEAL)
Witness Attorney in Fact

_____ _____
Witness Printed Name

_____
Business Address

APPENDIX F — PROPOSAL SECTION

The following are *submitted by the* bidder *for the purpose* of:
A. Evaluating cost reasonableness of proposals
B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

ITEM #		COST IN $	UNIT
1	C&D Debris Removal from Public Property (right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
2	Vegetative Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
3	C&D Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
4	Vegetative Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
5	Disaster deposited silt, mud or sand hauled from designated site to TDSRS or final disposal site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
6	Re-Haul of C&D of previously documented Debris from TDSRS to final disposal site		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
	61-120 miles		TON
7	Cutting of standing tree determined by Owner to be hazardous (cutting only)		
	6-11.99 inch diameter		P/TREE
	12-23.99 inch diameter		P/TREE
	24-35.99 inch diameter		P/TREE
	36-47.99 inch diameter		P/TREE
	48 inch diameter and greater		P/TREE
8	Cutting or remove or both of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible		
	1-5 limbs		P/TREE
	6-10 limbs		P/TREE

	11 or more limbs		P/TREE
9	Bucking fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)		P/TREE
10	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only, to include fill dirt, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate. **SEE NOTE**		
	>24-35.99 inch diameter		P/STUMP
	36-48 inch diameter		P/STUMP
	>49 inch diameter		P/STUMP
11	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.		EA
12	Collection, hauling and final disposition of dead animal carcasses		LB
13	Staging collection and hauling to Owner designated solid Waste facility of Refrigerator contents or spoiled food		LB
14	Recovery of refrigerants from Refrigerant Containing Appliances (RCA) under EPA and LDEQ regulations. (NOTE — recovery will be attempted for each unit appearing to be intact. Each attempt may or may not result in recovery due to possible leakage prior to handling. Fee will be charged per attempt, not upon recovery success. Licensed recycler will dispose of recovered refrigerants.		EA
15	Reduction of debris materials, loading of debris, sorting, segregation, and preparation for re-haul and special equipment for handling materials.		CY
16	TDSRS preparation and reclamation as needed and maintenance throughout life of project. Closeout work includes reclamation and restoration by removal of construction.		CY
17	Sand Screening		CY
18	Load and Haul of storm deposited soils (silt, sand or mud)		CY
19	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet average width)		LF
	10.1 feet to 20 feet (average width)		LF
	20.1 feet to 35 feet (average width)		LF
	Greater than 35 feet (average width)		LF
20	Cleaning storm drain conduit		LF
21	Remove debris and clean storm drain catch basin		EA
22	De-watering and debris removal from flooded public buildings (libraries, government offices, courthouses, schools, etc). Item shall be utilized as necessary to abate imminent threats to public health and safety and includes but is not limited to the removal and relocation of debris within the structure to the public right-of-way for later load and haul at the stated fee rate herein.		SQFT
23	Demolition of private structures (if eligibility approved) — Item shall be utilized as necessary to abate imminent threat to public health and safety and includes but is not limited to the demolition removal and relocation of debris within the structure, debris resulting from the demolition, removal of white goods to the public right-of-way for later load and haul at the stated fee rates herein. Also includes utility		SQFT

	disconnects as necessary.		
24	Pump, Load & Haul and Disposal of Sanitary sewerage due to storm damage to sewerage infrastructure		GAL
	Emergency Road Clearing — generally limited to the first 70 hours of post disaster work, is subject to maximum dollar cap. See **HO SHEET** to propose rates for these services.		
	Private property debris removal (right of entry work) upon private property, if authorized as eligible, by will be done according to as listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.		
	TDSRS and final disposal related items (NOTE — TDSRS site procurement cost to be borne by owner, tipping fees and other cost with final disposal operator to be borne by COUNTY and billed back to COUNTY at cost)		
Graduated Volume Related Fee Reductions* **			
For items 2. 3, 4. 5, 6. 7 and 17 for high and extreme high volumes of work.			
Group #1 (High Volume) — Greater than 1.0 million cubic yards up to 10 million cubic yards = 10% Discount			
Group #2 (Extreme High Volume) — Greater than 10 million cubic yards (Group 1 not included) = 25% Discount			
***Reductions shall be applied only to the GROUP described above.			

ITEM #11 — ROOT BALL MUST BE 50% OR MORE EXPOSED FOR ELIGIBILITY PURPOSES, FEMA MUST ULTIMATELY DETERMINE THE ELIGIBILITY OF EACH STUMP... **"HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY", FEMA DAP9523.11."**

MANPOWER/EQUIPTMENT

ITEM #	DESCRIPTION	COST IN $	UNIT
	• **CONTRACTOR** will provide an hourly or usage rate schedule for manpower and equipment for above listed tasks that will be used to compensate **CONTRACTOR** based upon a not-to-exceed amount placed upon any specific work performed at an hourly or usage rate of issuance of a Notice-to-Proceed by the **COUNTY** to the **CONTRACTOR** as agreed upon by both parties. **The pricing for this item shall be submitted as a separate attachment to the proposal pages section.** • Equipment rates are all inclusive, to include: fuel, operator(s), maintenance, etc. • The COUNTY and the **CONTRACTOR** shall have inspectors in the field with each work crew to monitor, record, and sign time sheets worked for each piece of equipment and crewmember present at a particular work site. The signed records shall be the basis for the **CONTRACTOR'S** invoice to the COUNTY.		HR

EQUIPTMENT	HOURLY RATE w/OPERATOR
30 Ton Crane	
50 Ton Crane	
100 Ton Crane (8 hours minimum)	
JD 544 Wheel Loader with Debris Grapple	
JD 644 Wheel Loader with Debris Grapple	
Extendabroom Forklift with Debris Grapple	
753 Bobcat Skid Steer Loader with Debris Grapple	
753 Bobcat Skid Steer Loader with Bucket	
753 Bobcat Bobcat Skid Steer Loader with Street Sweeper	
30-50 H Tractor with Box Blade	
2-2.5 cubic yard Articulated Loader with Bucket	
3-4 cubic yard Articulated Loader with Bucket	
JD 648E Log Skidder, or Equivalent	
16-20 Cubic Yard Dump Truck	
21-30 Cubic Yard Dump Truck	
31-50 Cubic Yard Dump Truck	
51-80 Cubic Yard Dump Truck	
Single Axle Dump Truck, 5-12 Cubic Yard	
CAT D4 Dozer	
CAT D5 Dozer	
CAT D6 Dozer	
CAT D7 Dozer	
CAT D8 Dozer	

PERSONNEL/ EQUIPTMENT	HOURLY RATE
CAT 125 — 140 HP Motor Grader	
JD 690 Trackhoe with debris grapple	
JD 690 Trackhoe with bucked debris grapple	
JD 310 Rubber tired Backhoe with bucket and hoe	
210 Prentiss Knuckleboom with debris grapple	
CAT 623 Self-Loader Scraper	
Manual feed Debris Chipper	
Air Curtain Incinerator, self-contained	
300 — 400 HP Tub Grinder	
800 — 1,000 HP Tub Grinder	
40' — 60' Bucket Truck	
>60' Bucket Truck	
Fuel / Service Truck	
Water Truck	
Portable Light Plant	
Lowboy Trailer with Tractor	
Flatbed Truck	
Pick-up Truck (unmanned)	
Self-Loading Dump Truck with debris grapple	
Power Screen	
Stacking Conveyor	
Chainsaw	
Rubber Tire Excavator with debris grapple	
Temporary office trailer	
Mobile Command & Communications Trailer	

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APPENDIX G — USACE Debris Storage Site Requirements

DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards(sy) 10-foot stack height = 3.33 yards(y) Total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

7,000,000/16,117 cy/ac - 434 acres (required for debris storage only, no buffers, exe.)

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

434 ac x 1.66 = 720 acres or, since one square mile(sm) = 640 acres l20ac/640as/sm=1.12 sm.

- If you assume a 100-acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then 720/2 = 360 ac or four 100-acre sites would be required.
- The numbers of sites varies with:
  - Size
  - Distance from source
  - Speed of reduction (mixed debris is slower than clean woody debris)
  - Removal urgency
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.

APPENDIX H- USACE Categories of Debris

CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:
- Clean wood debris
- Construction and demolition (C&D) debris

The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.

The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.

The public should be informed regarding debris segregation as much as possible after the storm.

Time periods should be set for removal, the first 7-10 days clean woody debris only, the followed by other debris, with the metals segregated from non-metals.

Most common hurricane-generated debris will consist of the following:
- 30% Clean woody debris
- 70% Mixed C&D

Of the 70% mixed C&D:
- 42% Burnable but requires sorting
- 5% Soil
- 15% Metals
- 38% Landfilled

Based upon the above, 7,000,000 cy of debris would break down as follows:
- 2,100,000 cy Clean Woody Debris
- 4,900,000 cy Mixed C&D

Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.

Burning will produce about 95% volume reduction.

Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.

The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of chips/mulch.

ATTACHMENT 2
Federal Contracting Requirements

This ***Attachment 2*** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.
This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This ***Attachment 2*** identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.
To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Duplin or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Subcontractors agrees to comply with the 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, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).
The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed $150,000.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

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The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor 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 contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor 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, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the Respondent certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Respondent or Bidder knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent or Bidder agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering 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 vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. ***Withholding***.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records***.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor is responsible for the

submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State

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Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. ***Compliance with Copeland Act Requirements.***

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. ***Contract Termination: Debarment.***

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. ***Disputes Concerning Labor Standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. ***Certification of Eligibility.***

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to:

computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, 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 Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:
General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or

- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

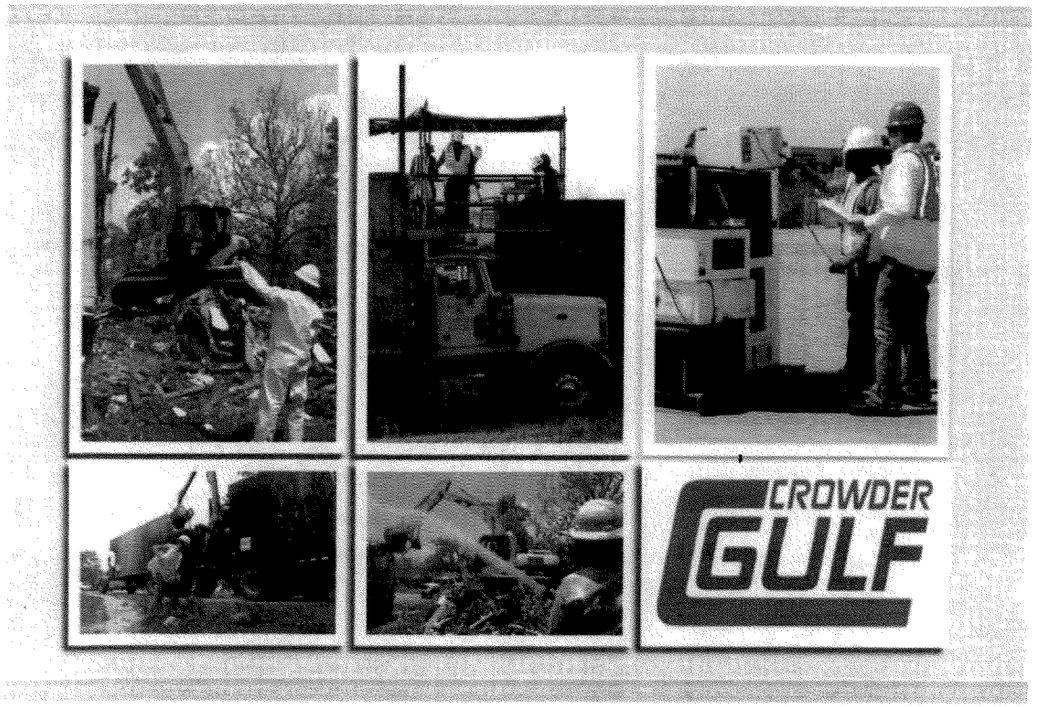
DHS Seal, Logo, and Flags
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

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Duplin County, NC

RFP DMS2020-01
Debris Removal & Management Services

Friday, May 22, 2020 @ 5:00pm



CrowderGulf is committed to protecting and preserving our environment. As part of this effort, our proposal is on recycled paper.

John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

APPENDIX F — PROPOSAL SECTION

The following are *submitted by the bidder for the purpose of:*
A. Evaluating cost reasonableness of proposals
B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

ITEM #		COST IN $	UNIT
1	C&D Debris Removal from Public Property (right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles	$8.00	CY
	16-30.9 miles	$8.25	CY
	31-60 miles	$8.75	CY
2	Vegetative Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles	$8.00	CY
	16-30.9 miles	$8.25	CY
	31-60 miles	$8.75	CY
3	C&D Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles	$82.00	TON
	16-30.9 miles	$86.00	TON
	31-60 miles	$90.00	TON
4	Vegetative Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles	$82.00	TON
	16-30.9 miles	$86.00	TON
	31-60 miles	$90.00	TON
5	Disaster deposited silt, mud or sand hauled from designated site to TDSRS or final disposal site		
	0-15.9 miles	$18.00	CY
	16-30.9 miles	$19.00	CY
	31-60 miles	$20.00	CY
6	Re-Haul of C&D of previously documented Debris from TDSRS to final disposal site		
	0-15.9 miles	$19.00	TON
	16-30.9 miles	$26.00	TON
	31-60 miles	$32.00	TON
	61-120 miles	$48.00	TON
7	Cutting of standing tree determined by Owner to be hazardous (cutting only)		
	6-11.99 inch diameter	$45.00	P/TREE
	12-23.99 inch diameter	$95.00	P/TREE
	24-35.99 inch diameter	$165.00	P/TREE
	36-47.99 inch diameter	$210.00	P/TREE
	48 inch diameter and greater	$260.00	P/TREE
8	Cutting or remove or both of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible		
	1-5 limbs	$88.00	P/TREE
	6-10 limbs	$88.00	P/TREE

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	11 or more limbs	$88.00	P/TREE
9	Bucking fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	$50.00	P/TREE
10	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only, to include fill dirt, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate. **SEE NOTE**		
	>24-35.99 inch diameter	$215.00	P/STUMP
	36-48 inch diameter	$275.00	P/STUMP
	>49 inch diameter	$360.00	P/STUMP
11	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	$38.00	EA
12	Collection, hauling and final disposition of dead animal carcasses	$1.10	LB
13	Staging collection and hauling to Owner designated solid Waste facility of Refrigerator contents or spoiled food	$7.90	LB
14	Recovery of refrigerants from Refrigerant Containing Appliances (RCA) under EPA and LDEQ regulations. (NOTE — recovery will be attempted for each unit appearing to be intact. Each attempt may or may not result in recovery due to possible leakage prior to handling. Fee will be charged per attempt, not upon recovery success. Licensed recycler will dispose of recovered refrigerants.	$38.00	EA
15	Reduction of debris materials, loading of debris, sorting, segregation, and preparation for re-haul and special equipment for handling materials. Grinding Vegetative Capacting C&D	$3.08	CY
16	TDSRS preparation and reclamation as needed and maintenance throughout life of project. Closeout work includes reclamation and restoration by removal of construction.	$1.10	CY
17	Sand Screening	$15.25	CY
18	Load and Haul of storm deposited soils (silt, sand or mud)	$18.00	CY
19	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet average width)	$16.00	LF
	10.1 feet to 20 feet(average width)	$22.00	LF
	20.1 feet to 35 feet (average width)	$28.00	LF
	Greater than 35 feet (average width)	$34.00	LF
20	Cleaning storm drain conduit	$14.00	LF
21	Remove debris and clean storm drain catch basin	$225.00	EA
22	De-watering and debris removal from flooded public buildings (libraries, government offices, courthouses, schools, etc). Item shall be utilized as necessary to abate imminent threats to public health and safety and includes but is not limited to the removal and relocation of debris within the structure to the public right-of-way for later load and haul at the stated fee rate herein.	$9.95	SQFT
23	Demolition of private structures (if eligibility approved) — Item shall be utilized as necessary to abate imminent threat to public health and safety and includes but is not limited to the demolition removal and relocation of debris within the structure, debris resulting from the demolition, removal of white goods to the public right-of-way for later load and haul at the stated fee rates herein. Also includes utility	$3.95	SQFT

	disconnects as necessary. NON-RACM	$3.75	
24	Pump, Load & Haul and Disposal of Sanitary sewerage due to storm damage to sewerage infrastructure		GAL
	Emergency Road Clearing — generally limited to the first 70 hours of post disaster work, is subject to maximum dollar cap. See **HO SHEET** to propose rates for these services.		
	Private property debris removal (right of entry work) upon private property, if authorized as eligible, by will be done according to as listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.		
	TDSRS and final disposal related items (NOTE — TDSRS site procurement cost to be borne by owner, tipping fees and other cost with final disposal operator to be borne by COUNTY and billed back to COUNTY at cost)		
Graduated Volume Related Fee Reductions* **			
For items 2. 3, 4. 5, 6. 7 and 17 for high and extreme high volumes of work.			
Group #1 (High Volume) — Greater than 1.0 million cubic yards up to 10 million cubic yards = 10% Discount			
Group #2 (Extreme High Volume) — Greater than 10 million cubic yards (Group 1 not included) = 25% Discount			
***Reductions shall be applied only to the GROUP described above.			

ITEM #11 — ROOT BALL MUST BE 50% OR MORE EXPOSED FOR ELIGIBILITY PURPOSES, FEMA MUST ULTIMATELY DETERMINE THE ELIGIBILITY OF EACH STUMP... **"HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY", FEMA DAP9523.11."**

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MANPOWER/EQUIPTMENT

ITEM #	DESCRIPTION	COST IN $	UNIT
	• **CONTRACTOR** will provide an hourly or usage rate schedule for manpower and equipment for above listed tasks that will be used to compensate **CONTRACTOR** based upon a not-to-exceed amount placed upon any specific work performed at an hourly or usage rate of issuance of a Notice-to-Proceed by the **COUNTY** to the **CONTRACTOR** as agreed upon by both parties. **The pricing for this item shall be submitted as a separate attachment to the proposal pages section.** • Equipment rates are all inclusive, to include: fuel, operator(s), maintenance, etc. • The COUNTY and the **CONTRACTOR** shall have inspectors in the field with each work crew to monitor, record, and sign time sheets worked for each piece of equipment and crewmember present at a particular work site. The signed records shall be the basis for the **CONTRACTOR'S** invoice to the COUNTY.		HR

EQUIPTMENT	HOURLY RATE w/OPERATOR
30 Ton Crane	$150.00
50 Ton Crane	$170.00
100 Ton Crane (8 hours minimum)	$250.00
JD 544 Wheel Loader with Debris Grapple	$145.00
JD 644 Wheel Loader with Debris Grapple	$165.00
Extendabroom Forklift with Debris Grapple	$115.00
753 Bobcat Skid Steer Loader with Debris Grapple	$95.00
753 Bobcat Skid Steer Loader with Bucket	$95.00
753 Bobcat Bobcat Skid Steer Loader with Street Sweeper	$95.00
30-50 H Tractor with Box Blade	$55.00
2-2.5 cubic yard Articulated Loader with Bucket	$145.00
3-4 cubic yard Articulated Loader with Bucket	$165.00
JD 648E Log Skidder, or Equivalent	$120.00
16-20 Cubic Yard Dump Truck	$75.00
21-30 Cubic Yard Dump Truck	$85.00
31-50 Cubic Yard Dump Truck	$105.00
51-80 Cubic Yard Dump Truck	$130.00
Single Axle Dump Truck, 5-12 Cubic Yard	$50.00
CAT D4 Dozer	$85.00
CAT D5 Dozer	$95.00
CAT D6 Dozer	$115.00
CAT D7 Dozer	$130.00
CAT D8 Dozer	$170.00

PERSONNEL/ EQUIPTMENT	HOURLY RATE
CAT 125 — 140 HP Motor Grader	$110.00
JD 690 Trackhoe with debris grapple	$100.00
JD 690 Trackhoe with bucked debris grapple	$100.00
JD 310 Rubber tired Backhoe with bucket and hoe	$100.00
210 Prentiss Knuckleboom with debris grapple	$130.00
CAT 623 Self-Loader Scraper	$195.00
Manual feed Debris Chipper	$20.00
Air Curtain Incinerator, self-contained	$40.00
300 — 400 HP Tub Grinder	$400.00
800 — 1,000 HP Tub Grinder	$500.00
40' — 60' Bucket Truck	$80.00
>60' Bucket Truck	$90.00
Fuel / Service Truck	$95.00
Water Truck	$75.00
Portable Light Plant	$25.00
Lowboy Trailer with Tractor	$130.00
Flatbed Truck	$50.00
Pick-up Truck (unmanned)	$20.00
Self-Loading Dump Truck with debris grapple	$190.00
Power Screen	$225.00
Stacking Conveyor	$40.00
Chainsaw	$10.00
Rubber Tire Excavator with debris grapple	$100.00
Temporary office trailer	$80.00
Mobile Command & Communications Trailer	$95.00

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APPENDIX G — USACE Debris Storage Site Requirements

DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards(sy)
10-foot stack height = 3.33 yards(y)
Total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

7,000,000/16,117 cy/ac - 434 acres (required for debris storage only, no buffers, exe.)

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

434 ac x 1.66 = 720 acres or, since one square mile(sm) = 640 acres l20ac/640as/sm=1.12 sm.

- If you assume a 100-acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then 720/2 = 360 ac or four 100-acre sites would be required.
- The numbers of sites varies with:
  - Size
  - Distance from source
  - Speed of reduction (mixed debris is slower than clean woody debris)
  - Removal urgency
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.

APPENDIX H- USACE Categories of Debris

CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:
- Clean wood debris
- Construction and demolition (C&D) debris

The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.

The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.

The public should be informed regarding debris segregation as much as possible after the storm.

Time periods should be set for removal, the first 7-10 days clean woody debris only, the followed by other debris, with the metals segregated from non-metals.

Most common hurricane-generated debris will consist of the following:
- 30% Clean woody debris
- 70% Mixed C&D

Of the 70% mixed C&D:
- 42% Burnable but requires sorting
- 5% Soil
- 15% Metals
- 38% Landfilled

Based upon the above, 7,000,000 cy of debris would break down as follows:
- 2,100,000 cy Clean Woody Debris
- 4,900,000 cy Mixed C&D

Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.

Burning will produce about 95% volume reduction.

Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.

The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of chips/mulch.

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Does not apply - we are not bidding on the Debris Monitoring Bid.

SECTION III

COST PROPOSAL FORM

RFP # DMS2020-01

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal ad certify that I am authorized to sign this proposal.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost **without mark-up**.

POSITIONS	HOURLY RATES
Project Manager	$_____
Operations Managers	$_____
Field Supervisors	$_____
Debris Site/Tower Monitors	$_____
Environmental Specialist	$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	$_____
Field Coordinators (Crew Monitors)	$_____
Load Ticket Data Entry Clerks (QA/QC)	$_____
Billing/Invoice Analysts	$_____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Matthew Barwick / Emergency Management	Meeting Date: May 15, 2023
Subject: Request to accept grant funding for DR4393-0071 School Generators Projects	
In 2019 Duplin County applied to, FEMA via NC Emergency Management, Hazard Mitigation Grant Program to fund construction of emergency backup power generators for shelter and critical infrastructure property. In 2021, Duplin County was awarded the grant. Pursuit of grant funded projects was delayed by COVID-19, professional engineering needs, staffing shortages in state plan review, and formal bidding and advertisement associated with federal purchasing policies. Grant period of performance extension has been approved and funding is available for 2 of the 6 identified locations. Due to the length of time since application, the cost of these projects has increased significantly. A request for additional funding has been submitted to NCEM for the remaining projects, however no response has been received with no timeline for response. I am requesting to accept the originally awarded funds, with the associated necessary budget amendment to begin pursuit of the two projects that are still within budget constraints. I have confirmed that the pursuit of these two projects in no way ties Duplin County to the funding and completion of the remaining 4 projects, in the event that the additional funding request is denied.	
Requested Action: Acceptance of the grant funding indicated and the necessary associated budget amendment.	
Budget impact for this fiscal year: None, fully-reimbursable grant funding	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 10 min	
Attachments: Grant Award Document, Grant Period of Performance Extension, Budget Amendment	
Instructions for what to do with attachments once approved: Informational only, discard.	

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

PROJECT: HMGP 4393-0071
COST CENTER: 2D530076
CFDA: 97.039

NORTH CAROLINA
HAZARD MITIGATION GRANT PROGRAM
GRANT AGREEMENT

THIS HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety, Division of Emergency Management, Raleigh, North Carolina** (hereinafter referred to as the "AGENCY/ GRANTEE"), and **Duplin County, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, Hurricane Florence produced disastrous weather conditions which had a devastating impact upon parts of North Carolina; and

WHEREAS, the severity of the damage loss resulted in the declaration of a disaster and/or emergency by the Governor; and

WHEREAS, The President of the United States has concurred and has declared an emergency or a major disaster designated DR-4393; and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for hazard mitigation grants; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

The RECIPIENT/SUBGRANTEE shall fully perform the approved Hazard Mitigation Grant Program (HMGP) project, as described in the approved FEMA application as described in Attachment A, in accordance with the approved scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, and the terms and conditions of this Agreement.

RECIPIENT/ SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project. The project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

(2) FUNDING AND INSURANCE

The AGENCY/GRANTEE shall provide Hazard Mitigation Grant Program funds for costs incurred in performing the project identified in the approved FEMA application as identified in Attachment A as follows:

A. Generator Project

Total Number of Generator(s)	Total Costs
9	$1,316,329.00

Total Estimated Project Costs $1,316,329.00

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for: HMGP 4393-0071-F **$987,246.75**
2. Estimated Local Share for: HMGP 4393-0071-F **$0.00**
3. Estimated State Share for: HMGP 4393-0071-F **$329,082.25**
4. Federal Share of Recipient/Subgrantee Administrative Cost for: HMGP 4393-0071-F **$21,061.00**
5. State Share of Recipient/Subgrantee Administrative Cost for: HMGP 4393-0071-F **$0.00**

TOTAL FOR: HMGP 4393-0071-F **$1,337,390.00**

The RECIPIENT/SUBGRANTEE shall utilize the forms entitled "Request for Advance" and "Cost Report" to obtain funds under this agreement. RECIPIENT/ SUBGRANTEE shall not receive funds under this agreement if it does not submit Cost Report or Request For Advance forms. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management

Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. As per Paragraph 12(c) of this Agreement, if RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form. These forms are hereby incorporated into this Agreement by reference. Following full execution of this Agreement, the Fiscal Section of the Department of Public Safety will forward the Cost Report to the RECIPIENT/ SUBGRANTEE. RECIPIENT/ SUBGRANTEE shall complete the Cost Report and attach appropriate invoices or other appropriate documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. AGENCY/ GRANTEE will reimburse RECIPIENT/ SUBGRANTEE for eligible costs in increments of Five Hundred Dollars ($500.00) or greater.

The final payment of funds will be made only after project completion, submission of all required documentation, final inspection, and a request for final reimbursement.

RECIPIENT/SUBGRANTEE agrees, as a condition of receipt of funding pursuant to this Agreement, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared, in accordance with the requirements of 44 C.F.R. 206 subpart I and 2 C.F.R. Part 200.

(3) DUPLICATION OF BENEFITS PROHIBITION

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds, and other Federal, State and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/ SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/ SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/ GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/ GRANTEE determines a duplication

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of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to, those identified in Attachments B, C, and D.

(5) PERIOD OF AGREEMENT

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. The termination date is **March 12, 2023** unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17).

(6) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

(a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart B, "General Provisions".

(b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and 09 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exceptions:

- If any litigation, claim or audit is started before the expiration of the

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five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.

(d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) REPORTS

(a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports to the AGENCY/GRANTEE, using the Progress Report Form. Reports are due by the tenth of the following month. Reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

(b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE with a close-out report on forms provided by the AGENCY/GRANTEE. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(c) If all required reports and copies are not sent to the AGENCY/ GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE,

the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/ SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A.

(d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional program updates or information as may be required by the AGENCY/GRANTEE.

(9) MONITORING

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.

(10) LIABILITY

(a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

(b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

(c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious

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acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;

4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as "Attachment A".

5. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.

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(b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any other rights or remedies which may otherwise be available under law.

(c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

(d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/ GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of

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Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/ GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.

(b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

Hazard Mitigation Project Manager
NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238

(c) The name and address of the Representative of the RECIPIENT/ SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

Mailing Address:
Davis H. Brinson
County Manager
Duplin County
PO BOX 950
Kenansville, NC 28349

Overnight Address:
Davis H. Brinson
County Manager
Duplin County
117 Beasley St.
Kenansville, NC 28349

In the event that different representatives (designated agents) are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative (new designated agent) will be rendered as provided in (12)(a) above. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form.

(13) OTHER PROVISIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

(b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

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(14) AUDIT REQUIREMENTS

(a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:

- Designation of Applicant's Agent;
- State-Applicant Disaster Assistance Agreement;
- Private Non-Profit Organization Certification (if required);
- Summary of Documentation Form itemizing actual costs expended for large project payment requests;
- Monthly Progress Reports;
- Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/GRANTEE will be under no obligation to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

(b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

(c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.

(d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request

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for the purposes of auditing and monitoring the funds awarded under this Agreement.

(e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

(a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.

(b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.

(d) Contractual arrangement shall in no way relieve the RECIPIENT/SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and

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federal requirements.

(16) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(17) STANDARD CONDITIONS

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

(a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.

(b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

Upon FEMA approval, there will be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/SUBGRANTEE.

(c) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

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

(c) This Agreement includes the following attachments or documents

incorporated by reference as if fully set out herein:

1.	Attachment A	Approved Project Budget & Scope of Work
2.	Attachment B	Program Statutes and Regulations
3.	Attachment C	Lobbying Prohibition/Certification
4.	Attachment D	Statement of Assurances
5.	Attachment E	Special Conditions

(19) FUNDING/CONSIDERATION

(a) Any advance payment under this Agreement is subject to the approval of the AGENCY/GRANTEE. The amount which may be advanced may not exceed the expected cash needs of the RECIPIENT/SUBGRANTEE for a three-day period for the specific project. For a federally funded contract, any advance payment is also subject to 44 C.F.R. Part 13, Federal OMB Circulars, A-110, A-122 and the Cash Management Improvement Act of 1990 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Division of Emergency Management Contract Manager using the Cost Report and Request for Advance Form. RECIPIENT/ SUBGRANTEE shall specify the amount of advance payment needed, project number and provide an explanation of the necessity for and proposed use of these funds.

(b) All funds shall be requested using the appropriate forms that are provided by the AGENCY/GRANTEE.

(20) STATE LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department.
Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

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(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D.

(23) SPECIAL CONDITIONS

(a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.

(b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/ SUBGRANTEE shall complete and adopt an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer within three hundred and sixty-five (365) calendar days following execution of this Agreement. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/ GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

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IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the_____ day of _____, 2021. 8/18/2021 | 13:56:38 EDT

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

_____

BY: William Ray
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE 8/18/2021 | 12:41:30 EDT

WITNESS:

_____

BY: Casandra Hoekstra
CASANDRA S. HOEKSTRA
INTERIM SECRETARY
DEPARTMENT OF PUBLIC SAFETY
DATE 8/18/2021 | 13:56:38 EDT

WITNESS:

_____

BY: Davis Brinson
DAVIS H. BRINSON
COUNTY MANAGER
FEDERAL EMPLOYER I.D. # 56-6000296
DATE 8/18/2021 | 12:25:18 EDT

APPROVED AS TO PROCEDURES:

BY: Danielle J. Ward
DANIELLE J. WARD, BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 8/17/2021 | 12:37:07 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, INTERIM SECRETARY, DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Cheryl A. Perry
DEPUTY GENERAL COUNSEL

ATTACHMENT A

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # HMGP 4393-0071). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Hazard Mitigation Grant Program Funds:

A. Generator Project

Total Number of Generator(s)	Total Costs
9	$1,316,329.00
Total Estimated Project Costs	$1,316,329.00

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

6. Estimated Federal Share for: HMGP 4393-0071-F **$987,246.75**
7. Estimated Local Share for: HMGP 4393-0071-F **$0.00**
8. Estimated State Share for: HMGP 4393-0071-F **$329,082.25**
9. Federal Share of Recipient/Subgrantee Administrative Cost for: HMGP 4393-0071-F **$21,061.00**
10. State Share of Recipient/Subgrantee Administrative Cost for: HMGP 4393-0071-F **$0.00**

TOTAL FOR: HMGP 4393-0071-F **$1,337,390.00**

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II. Scope of Work Summary

Duplin County will purchase and install nine (9) permanent generators, which will support continuity of operations during and after severe weather events.

Site Location:

	Address	City	State	Zip Code	Latitude	Longitude
1.	138 Lyman Rd	Beulaville	NC	28518	34.918985	-77.763440
2.	111 Middleton Cemetery Ln	Kenansville	NC	28349	34.951279	-77.975073
3.	328 Limestone Road	Kenansville	NC	28349	34.956055	-77.975073
4.	157 North Duplin School Rd	Mount Olive	NC	28349	35.135380	-78.084906
5.	106 S Pine St	Rose Hill	NC	28458	34.823702	-78.031875
6.	1329 Brooks Quinn Rd	Rose Hill	NC	28458	34.850226	-78.022788
7.	352 Murphy Store Rd	Rose Hill	NC	28458	34.807689	-77.960184
8.	1028 Penny Branch Rd	Warsaw	NC	28398	35.008535	-78.131962
9.	2600 Sarecta Rd	Pink Hill (Duplin Jurisdiction)	NC	28572	34.953736	-77.761955

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ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

This Agreement, the North Carolina Legislature and the Hazard Mitigation Grant Program grants are governed by the following statutes, regulations, procedures and policies:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;

(2) 44 C.F.R. parts 7, 9, 10, 18, 25, 206, 209, 220, 2 C.F.R. Part 200, and any other applicable FEMA policy memoranda and guidance documents;

(3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19.1 et. seq., "The N.C. Emergency Management Act";

(4) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program and policies and procedures of the N.C. Division of Emergency Management;

(5) All applicable laws and regulations delineated in Attachments D&E of this Agreement;

(6) All applicable laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

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ATTACHMENT C

LOBBYING PROHIBITION

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

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

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

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

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

RECIPIENT/SUBGRANTEE

BY: Davis Brinson
Davis H. Brinson
County Manager
Duplin County

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ATTACHMENT D

STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

(a) It possesses legal authority to enter into this agreement, and to execute the proposed program.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMGP application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.

(d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, , OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations" for awards prior to December 26, 2014, 2 C.F.R. Part 200, and applicable North Carolina laws, rules and regulations. Additionally, the RECIPIENT/SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43 for awards prior to December 26, 2014 and 2 C.F.R. Part 200, Subpart D "Remedies for Non-Compliance", the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/GRANTEE to reimburse the RECIPIENT/ SUBGRANTEE for eligible expenses.

1. The AGENCY/GRANTEE shall review the RECIPIENT/ SUBGRANTEE's performance periodically to determine whether the RECIPIENT/SUBGRANTEE has substantially completed its program as described in the approved Application and this Agreement. Training and technical assistance shall be provided by the AGENCY/GRANTEE, within limits of staff time and budget, upon written request by the RECIPIENT/SUBGRANTEE and/or upon a determination by the AGENCY/GRANTEE of RECIPIENT/ SUBGRANTEE need.

2. The RECIPIENT/SUBGRANTEE shall allow the AGENCY/ GRANTEE to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees, sub-RECIPIENT/SUBGRANTEES and subcontractors during such activities.

3. In the event that the AGENCY/GRANTEE suspends funding pursuant to the provision of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the RECIPIENT/SUBGRANTEE. Any requests for payment for which the AGENCY/GRANTEE has not yet disbursed payment shall be subject to said suspension.

4. Should the RECIPIENT/SUBGRANTEE fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation specified in any Participating Party Agreement or in written contract with a beneficiary, contractor, agent, or sub-RECIPIENT/ SUBGRANTEE who received payment or benefit from funds disbursed under this Agreement, the AGENCY/ GRANTEE may, with thirty days (30) written notice to the RECIPIENT/SUBGRANTEE, automatically substitute itself for the RECIPIENT/SUBGRANTEE in said Participating Party Agreement or written contract for the purpose of enforcing said Participating Party Agreement or written contract and may, at its discretion, continue to administer said Participating Party Agreement or written contract.

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5. The RECIPIENT/SUBGRANTEE's application for funds to the State for funding consideration under the FEMA Hazard Mitigation Grant Program is made a part of this Agreement by reference.

6. RECIPIENT/SUBGRANTEE shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. The RECIPIENT/SUBGRANTEE, its employees, and agents, shall maintain records and supporting documents as prescribed in 44 CFR Part 13, Subpart C "Reports, Records Retention and Enforcement" for awards prior to December 26, 2014, 2 C.F.R. Part 200, and 9 NCAC Part 3M. These records shall be maintained at a readily accessible site within the jurisdiction and under the jurisdiction's control.

7. Program Income is defined in 44 CFR Section 13.25 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. Program Income must be returned to the AGENCY/ GRANTEE within five (5) days of receipt, to the following address:

Controller
N.C. Department Public Safety
4220 Mail Service Center
Raleigh, NC 27699-4220

8. All RECIPIENT/SUBGRANTEE or sub-RECIPIENT/ SUBGRANTEE contracts for which the N.C. Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the RECIPIENT/ SUBGRANTEE for eligible contract work completed prior to the date the notice of suspension or termination is received by the RECIPIENT/SUBGRANTEE may not be funded with funds provided under this Agreement unless previously approved in writing by the AGENCY/GRANTEE. All sub-RECIPIENT/ SUBGRANTEE contracts shall contain provision for termination for cause or convenience and shall provide for the method of payment in such event.

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9. All amendments requiring prior AGENCY/GRANTEE approval must be approved in writing by the AGENCY/GRANTEE prior to the RECIPIENT/ SUBGRANTEE's submission of a closeout package. Any closeout package received prior to the written approval of said amendment is considered void ab initio, and is not considered a closeout package for the purposes of eligibility or potential penalty issues related to closeout.

10. Submission of inaccurate information by the RECIPIENT/ SUBGRANTEE in monitoring report responses; audit or audit finding responses; quarterly, closeout, program income, or other reports; or Requests for Funds that result in subsequent official AGENCY/GRANTEE action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may at the option of the AGENCY/ GRANTEE, subject the RECIPIENT/SUBGRANTEE to revocation of the official AGENCY/GRANTEE action(s) predicated on that report or submission, (e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.).

(e) Where applicable, it will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 (former 40 U.S.C. 327 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring 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 rates for all hours worked in excess of the prescribed work-week.

(3) Davis-Bacon Act, 40 U.S.C. 3141 et. seq. (former 40 U.S.C. §276a et. seq.).

(4) National Environmental Policy Act of 1969, 42U.S.C. §4321; et. seq.; EO11991; EO12148; Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42 U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974,

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42 U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16 U.S.C. §1532 et. seq.;
Wild and Scenic Rivers Act of 1968, 16 U.S.C. §1271 et. seq.

(5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.; EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.).

(f) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. 2000d et. seq. and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the RECIPIENT/SUBGRANTEE receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/ SUBGRANTEE, this assurance shall obligate the RECIPIENT/ SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.; 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

(g) The RECIPIENT/SUBGRANTEE agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) if applicable, which discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(h) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and (former 40 U.S.C. Section 276c), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities. It will comply with the provision of the Hatch Act, which limits the political activity of employees.

(i) It will comply with the provision of the Hatch Act, as amended, 5 U.S.C. 1501 et. seq. and 7324 et. seq., which limits the political activity of employees.

(j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 4001 et. seq. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) which is 24 CFR Part 40 for residential structures, https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas. The RECIPIENT/ SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

(l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.

(m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights

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demonstration within its jurisdiction in accordance with section 519 of Public Law 101-144 of the 1990 HUD Appropriations Act.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, (21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;

(p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, (42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

(q) It will comply with 523 and 527 of the Public Health Service Act of 1912 "(42 U.S.C. 290 dd-3 and 290 ee-3)", as amended, relating to confidentiality of alcohol and drug abuse patient records;

(r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Prevention "(42 U.S.C. 4821 et seq.)" which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(s) It will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.

(t) It will comply with the provisions of requiring contractor to maximize the use of recovered/recycled materials, 2 CFR 200.322.

(u) RECIPIENT/SUBGRANTEE certifies that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

(2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

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falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,

(4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(v) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

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E-1
ATTACHMENT E

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

Hazard Mitigation Project Manager
NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

Mailing Address:
Davis H. Brinson
County Manager
Duplin County
PO BOX 950
Kenansville, NC 28349

Overnight Address:
Davis H. Brinson
County Manager
Duplin County
117 Beasley St.
Kenansville, NC 28349

DocuSign Envelope ID: 7A30FDF0-D312-4962-AD15-1F532367C331

North Carolina Department of Public Safety
Emergency Management

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

William C. Ray, Director

10 March 2023

Davis H. Brinson
County Manager
County of Duplin
P.O. Box 950
Kenansville, NC 28349

Reference: Hazard Mitigation Grant Program (HMGP) Project 4393-0071-F County of Duplin: Generator Instillation of nine (9) Permanent Generators –Period of Performance Extension Letter

Dear Mr. Brinson,

North Carolina Emergency Management (NCEM) is pleased to inform you that FEMA has approved the State's Period of Performance Extension request for all DR-4393-NC projects, with the Period of Performance now extended to **12 March 2025**.

This letter will accompany the current Fully Executed Memorandum of Agreement as an attachment and updates the expired period of performance date on the fully executed memorandum of agreement/Grant Agreement.

Further, all conditions of the original Grant Agreement/Memorandum of Agreement remain in affect to include current project budget, properties that are approved, reimbursement requirements, project execution requirements and conditions causing possible termination of the agreement. Finally, the extended date for the Period of Performance will be updated in EM Grants.

Please contact your assigned NCEM Hazard Mitigation Project Manager if you have any questions.

Steve McGugan

Steve McGugan
State Hazard Mitigation Officer
Assistant Director for Hazard Mitigation

Mailing Address:
4238 Mail Service Center
Raleigh, NC 27699-4238
www.ncdps.gov/ncem

An Equal Opportunity Employer

Office Location:
200 Park Offices Drive
Suite 100
Durham, NC 27713

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BA # _____

Duplin County
Budget Amendment

Department Title: Emergency Management
Department Head's Signature: MNB
(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:
Grant Acceptance for DR 4393-0071 Emergnecy Backup Generators

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4985-34826	FEMA Generator Grant	1,337,390.00	4985-45100	CAPITAL OUTLAY	1,337,390.00
Total		1,337,390.00	*Total*		1,337,390.00

Finance Signature _____
Date Approved: _____

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

5/9/2023

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Matthew Barwick / Emergency Management	Meeting Date: May 15, 2023
Subject: Contract Award Request to Kennedy Electrical Service, LLC for Backup Generator Project	
Duplin County was awarded a Hazard Mitigation grant through North Carolina Emergency Management to fund construction of emergency backup power generators for shelter and critical infrastructure property. In pursuit of this grant, Request For Proposals were advertised for Duplin County Fuel Depot at 111 Middleton Cemetery Lane, (serviced through Duplin County Water Department) in accordance with local, state and federal policies. One response to this advertisement was received from Kennedy Electrical Service, LLC., for the amount of $28,990.00.	
Requested Action: Contract award to Kennedy Electric Service, LLC. and authorize the County Manager to sign.	
Budget impact for this fiscal year: None, fully-reimbursable grant funding	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 min	
Attachments: Grant Award Document, Grant Period of Performance Extension, Contract proposed by KES, LLC.	
Instructions for what to do with attachments once approved: Informational only, discard.	

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

0372

NORTH CAROLINA **CONTRACT**
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the **16th day of May 2023**, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina (hereinafter referred to as "COUNTY"), and **KENNEDY ELECTRICAL SERVICE, LLC,** a corporation duly authorized to do business in the State of North Carolina (hereinafter referred to as "CONTRACTOR").

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

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

   The "Contract Documents" consist of this Contract (including Attachment 1), the County's September 8, 2022 Duplin County Emergency Management Fuel Depot Backup Generator Request for Proposals with (1) addenda, the Contractor's October 21, 2022 response to the Duplin County Emergency Management Fuel Depot Backup Generator Request for Proposals with (1) addenda, and any Modifications executed by the parties after execution of this Contract. The Contract Documents form the Contract and are fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the County and Contractor and supersedes any and all prior negotiations, representations or agreements, either written or oral.

   The County and Contractor agree that should the Contractor utilize the services of a subcontractor for any Work under this Contract, the subcontractor shall be required to comply with all terms and conditions of this Contract and any and all Contract Documents entered into between the County and Contractor and any of its contractors or subcontractors shall so require of their subcontractors.

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.** This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the County in writing not less than five (5) days before commencing the Work.

   The Contractor shall achieve Substantial Completion of the entire Work no later than the **31st day of December 2023**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended, as provided for, proposed, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of ($100.00) per day for each and every calendar day that the work may be incomplete beyond the time limit fixed for its completion, or as same may have been extended, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. The above sum shall be held to include the additional expense to the County for loss of interest or investment, for the employment of architects, engineers, inspectors, and other employees, together with their expenses, and all other damages to the County by reason of such delay.

3. **PAYMENT TO CONTRACTOR.** COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract and Attachment 1. It is expressly agreed that the total amount of payments from the County to Contractor will not exceed TWENTY-EIGHT THOUSAND NINE HUNDRED NINETY DOLLARS ($28,990.00) unless otherwise mutually agreed by the parties in writing. CONTRACTOR shall submit an itemized invoice to COUNTY prior to the issuance of any payment(s). A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to County. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

   The goods and services described in this contract shall be paid for on a "lump sum" basis by the COUNTY at completion and acceptance of the project by the CONTRACTOR, at such point all work has been fully and satisfactorily performed. To the extent work remains unperformed, the COUNTY reserves the right to retain from final payment a sum equal to the estimated cost of completing the work.

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

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

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

   CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times

comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

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

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

8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

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

11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

    This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.
    Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

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

16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

17. **GOOD STANDING WITH COUNTY**. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

    COUNTY OF DUPLIN
    ATTN: Matthew Barwick, Director/Fire Marshal
    Duplin County Emergency Management
    209 Seminary ST
    Kenansville, NC 28349

    CONTRACTOR: Kennedy Electrical Service, LLC
    ATTN:

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

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

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

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

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

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

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

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

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

Reviewed by Department Head

Date Reviewed: 05/16/2023

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

Duplin County Finance Officer

CONTRACTOR

By: Scotty Kennedy
Scotty Kennedy (May 25, 2023 15:04 EDT)

Printed Name: Scotty Kennedy

Title: Vice President

DUPLIN COUNTY

By: Davis H. Brinson
Davis H. Brinson (May 25, 2023 12:20 EDT)

Printed Name: Davis H. Brinson

Title: County Manager

ATTACHMENT 1" to follow

2023

ATTACHMENT 1
Scope of Services

Contractor Agrees to the following scope of services:

- Provide and install materials, including all electrical portions of the project at the Duplin County Fuel Depot (Kenansville), as referenced in the September 8, 2022 Duplin County Emergency Management Fuel Depot Backup Generator Request for Proposals with (1) addenda, and Contractor's subsequent October 21, 2022 response to same.
- 1,000 gallon liquefied petroleum fuel-gas tank, 830 gallons liquefied petroleum fuel-gas, permitted, installed and connected by qualified persons.
- Installation of all electrical materials in conformity with all applicable national, state, and local electrical code.
- Provide and pay for all labor, material, permits, fees, and applicable taxes as required for full performance of the Contract.
- One year warranty on all parts, materials, and craftmanship.

Unless otherwise mutually agreed upon in writing by all parties, subject to review by the Duplin County Board of County Commissioners, the total price for the services referenced above shall not exceed $28,990.00.

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Matthew Barwick / Emergency Management	Meeting Date: May 15, 2023
Subject: Contract Award Request to Kennedy Electrical Service, LLC for Backup Generator Project	
Duplin County was awarded a Hazard Mitigation grant through North Carolina Emergency Management to fund construction of emergency backup power generators for shelter and critical infrastructure property. In pursuit of this grant, Request For Proposals were advertised for Duplin County EMS Station 7, located at 106 S. Pine Street, Rose Hill, in accordance with local, state and federal policies. One response to this advertisement was received from Kennedy Electrical Service, LLC., for the amount of $29,625.00.	
Requested Action: Contract award to Kennedy Electric Service, LLC. and authorize the County Manager to sign.	
Budget impact for this fiscal year: None, fully-reimbursable grant funding	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 min	
Attachments: Grant Award Document, Grant Period of Performance Extension, Contract proposed by KES, LLC.	
Instructions for what to do with attachments once approved: Informational only, discard.	

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

NORTH CAROLINA **CONTRACT**
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the **16th** day of **May 2023**, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina (hereinafter referred to as "COUNTY"), and **KENNEDY ELECTRICAL SERVICE, LLC,** a corporation duly authorized to do business in the State of North Carolina (hereinafter referred to as "CONTRACTOR").

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

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

   The "Contract Documents" consist of this Contract (including Attachment 1), the County's September 8, 2022 Duplin County Emergency Management EMS Station 7 Backup Generator Request for Proposals with (1) addenda, the Contractor's October 21, 2022 response to the Duplin County Emergency Management EMS Station 7 Backup Generator Request for Proposals with (1) addenda, and any Modifications executed by the parties after execution of this Contract. The Contract Documents form the Contract and are fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the County and Contractor and supersedes any and all prior negotiations, representations or agreements, either written or oral.

   The County and Contractor agree that should the Contractor utilize the services of a subcontractor for any Work under this Contract, the subcontractor shall be required to comply with all terms and conditions of this Contract and any and all Contract Documents entered into between the County and Contractor and any of its contractors or subcontractors shall so require of their subcontractors.

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.** This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the County in writing not less than five (5) days before commencing the Work.

   The Contractor shall achieve Substantial Completion of the entire Work no later than the **31st day of December 2023**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended, as provided for, proposed, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of ($100.00) per day for each and every calendar day that the work may be incomplete beyond the time limit fixed for its completion, or as same may have been extended, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. The above sum shall be held to include the additional expense to the County for loss of interest or investment, for the employment of architects, engineers, inspectors, and other employees, together with their expenses, and all other damages to the County by reason of such delay.

3. **PAYMENT TO CONTRACTOR.** COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract and Attachment 1. It is expressly agreed that the total amount of payments from the County to Contractor will not exceed TWENTY-NINE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($29,625.00) unless otherwise mutually agreed by the parties in writing. CONTRACTOR shall submit an itemized invoice to COUNTY prior to the issuance of any payment(s). A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to County. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

   The goods and services described in this contract shall be paid for on a "lump sum" basis by the COUNTY at completion and acceptance of the project by the CONTRACTOR, at such point all work has been fully and satisfactorily performed. To the extent work remains unperformed, the COUNTY reserves the right to retain from final payment a sum equal to the estimated cost of completing the work.

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

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

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

   CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times

comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

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

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

8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

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

11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

    This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.
    Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

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

16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

17. **GOOD STANDING WITH COUNTY**. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

    COUNTY OF DUPLIN
    ATTN: Matthew Barwick, Director/Fire Marshal
    Duplin County Emergency Management
    209 Seminary ST
    Kenansville, NC 28349

    CONTRACTOR: Kennedy Electrical Service, LLC
    ATTN:

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

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

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

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

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

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

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

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

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

Reviewed by Department Head

Date Reviewed: 05/15/2023

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

Duplin County Finance Officer

CONTRACTOR

By: Scotty Kennedy
Scotty Kennedy (May 25, 2023 12:01 EDT)

Printed Name: Scotty Kennedy

Title: Vice President

DUPLIN COUNTY

By: Davis H. Brinson
Davis H. Brinson (May 25, 2023 12:20 EDT)

Printed Name: Davis H. Brinson

Title: County Manager

ATTACHMENT 1" to follow

ATTACHMENT 1
Scope of Services

Contractor Agrees to the following scope of services:

- Provide and install materials, including all electrical portions of the project at the Duplin County EMS Station 7 (Rose Hill), as referenced in the September 8, 2022 Duplin County Emergency Management EMS Station 7 Backup Generator Request for Proposals with (1) addenda, and Contractor's subsequent October 21, 2022 response to same.
- 1,000 gallon liquefied petroleum fuel-gas tank, 830 gallons liquefied petroleum fuel-gas, permitted, installed and connected by qualified persons.
- Installation of all electrical materials in conformity with all applicable national, state, and local electrical code.
- Provide and pay for all labor, material, permits, fees, and applicable taxes as required for full performance of the Contract.
- One year warranty on all parts, materials, and craftmanship.

Unless otherwise mutually agreed upon in writing by all parties, subject to review by the Duplin County Board of County Commissioners, the total price for the services referenced above shall not exceed $29,625.00.

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Matthew Barwick / Emergency Management	Meeting Date: May 15, 2023
Subject: Request to adopt a resolution supporting Senate Bill 1175, "Supporting Accurate Views of Emergency Services Act of 2021"	
Senator Richard Burr introduced Senate Bill 1175 on April 15, 2021 "Supporting Accurate Views of Emergency Services Act of 2021," also known as the "911 SAVES Act", where it remains. This bill would categorize Public Safety Telecommunicators as a protective service occupation under the Standard Occupational Classification System, rendering them on par with other professionals currently classified as first responders.	
Requested Action: Adopt the attached resolution and authorize the Chairman to sign.	
Budget impact for this fiscal year: None.	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 min	
Attachments: Resolution of Support; Senate Bill 1175	
Instructions for what to do with attachments once approved: Sign and return, please.	

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

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U.S. GOVERNMENT INFORMATION GPO

II

117TH CONGRESS
1ST SESSION

S.1175

To categorize public safety telecommunicators as a protective service occupation under the Standard Occupational Classification System.

IN THE SENATE OF THE UNITED STATES

APRIL 15, 2021

Mr. BURR (for himself and Ms. KLOBUCHAR) introduced the following bill; which was read twice and referred to the Committee on Homeland Security and Governmental Affairs

---

A BILL

To categorize public safety telecommunicators as a protective service occupation under the Standard Occupational Classification System.

Be it enacted by tlw Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Supporting Accurate Views of Emergency Services Act of 2021" or the "911 SAVES Act".

SEC. 2. FINDINGS.

Congress finds the following:

(1) Public safety telecommunicators play a critical role in emergency resp<,mse.

(2) The work performed by public safety telecommunicators goes far beyond merely relaying information between the public and first responders.

(3) When responding to reports of missing, abducted, and sexually exploited children, the information obtained and actions taken by public safety telecommunicators fonn the foundation for an effective response.

(4) When a hostage taker or suicidal person calls 9-1-1, the first contact is with the public safety telecommunicator whose negotiation skills can prevent the situation from getting worse.

(5) During active shooter incidents, public safety telecommunicators coach callers through first aid and give advice to prevent further harm, all while collecting vital information to provide situational awareness for responding officers.

(6) When gunshots are fired at police officers, firefighters, or emergency medical technicians, their calls for help go to public safety telecommunicators.

(7) Public safety telecommunicators often communicate with people in great distress, hann, fear,

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or mJury, while employing their experience and training to recognize a critical piece of information.

(8) There have been incidents in which public safety telecommunicators, recognizing the sound. of a racked shotgun, have prevented serious harm or death of law enforcement officers who would have otherwise walked into a trap.

(9) The work of public safety telecommunicators comes with an extreme emotional and physical impact that is compounded by long hours and the around-the-clock nature of the job.

(10) Research has suggested that public safety telecommunicators are exposed to trauma that may lead to the development of posttraumatic stress disorder.

(11) Recognizing the risks associated with exposure to traumatic events, some agencies provide critical incident stress debriefing teams to lessen the psychological impact and accelerate recovery for public safety telecommunicators and first responders, alike.

(12) The Standard Occupational Classification System is designed and maintained solely for statistical purposes, and is used by Federal statistical agencies to classify workers and jobs into occupational categories for the purpose of collecting, calculating, analyzing, or disseminating data.

(13) Occupations in the Standard Occupational Classification are classified based on work performed and, in some cases, on the skills, education, or training needed to perform the work.

(14) Classifying public safety telecommunicators as a protective service occupation would correct an inaccurate representation in the Standard Occupational Classification, recognize these professionals for the lifesavin•g work they perform, and better align the Standard Occupational Classification with related classification systems.

SEC. 3. PUBLIC SAFETY TELECOMMUNICATORS AS PROTECTIVE SERVICE OCCUPATIONS.

The Director of the Office of Management and Budget shall, not later than 30 days after the date of the enactment of this Act, categorize public safety telecommunicators as a protective service occupation under the Standard Occupational Classification System.

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RESOLUTION 2023-11

County of Duplin

Office of the County Commissioners

RESOLUTION BY THE COUNTY OF DUPLIN SUPPORTING SENATE BILL 1175, "SUPPORTING ACCURATE VIEWS OF EMERGENCY SERVICES ACT OF 2021"

WHEREAS, Public Safety Telecommunicators are the first line of response during an emergency, serving as the foundation for an effective response, they deserve to be classified in a way that recognizes their work is on par with the work of other public servants currently classified as first responders; and

WHEREAS, the work of Public Safety Telecommunicators comes with an emotional and physical impact, compounded by long hours and the around-the-clock nature of the job, which research has suggested may lead to the development of posttraumatic stress disorder; and

WHEREAS, Classifying Public Safety Telecommunicators as a protective service occupation corrects an inaccurate representation in the Standard Occupational Classification, to recognize the lifesaving work they perform, to better align the Standard Occupational Classification; and

WHEREAS, in September of 2021, U.S. Representative Norma J. Torres and Brian Fitzpatrick announced that their 9-1-1 SAVES Act passed the House as part of the Fiscal Year 2022 National Defense Authorization Act. The 9-1-1 Saves Act is bipartisan legislation to reclassify 911 Telecommunicators from "Office and Administrative Support" to "Protective Service Occupations" in the Office of Management and Budget's Standard Occupational Classification (SOC) Catalog; and

WHEREAS, Senator Richard Burr introduced the reclassification bill in the United States Senate, "Supporting Accurate Views of Emergency Services Act of 2021," where it currently remains; and

WHEREAS, Telecommunicators are working with local elected officials, requesting support to re-introduce this legislation with the current Congress; and

WHEREAS, the Duplin County Board of Commissioners is in support of this legislative change;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Duplin County is in support of bipartisan legislation to reclassify 911 Telecommunicators from "Office and Administrative Support" to "Protective Service Occupations" in the Office of Management and Budget's Standard Occupational Classification (SOC) catalog.

Adopted this 15th day of May, 2023.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Davis H. Brinson, Clerk to the Board

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Semeka Bryant-Perry, HR Director	**Meeting Date:** **May 15, 2023**
Subject: Updating Portions of the County Policy	
Summary, explanation and background: In consultation with the County Attorney, we have reviewed several sections of the County Policy: Article II.- Employment Section 15. Duration page 26 clearly stating the duration of probationary period when promoted: Article X- Employee Benefits, Health Benefits page 129, add additional information regarding health insurance guidance: Article X- Employee Benefits, Section 12 Employee Assistance Program (EAP) page 140, Changes to reflect the changes of Employee Assistance Program, as well as making the correction under C. Self-Referral to the EAP, listing the correct Article, Article VI should be Article VIII.	
Requested Action: Approve the changes for Article II.- Employment Section 15. Duration page 26 clearly stating the duration of probationary period when promoted: Article X- Employee Benefits, Health Benefits page 129, add additional information regarding health insurance guidance: Article X- Employee Benefits, Section 12 Employee Assistance Program (EAP) page 140, Changes to reflect the changes of Employee Assistance Program, as well as making the correction under C. Self-Referral to the EAP, listing the correct Article, Article VI should be Article VIII.	
Budget impact for this fiscal year: none	
Budget impact for subsequent years: none	
Time needed to explain to Commissioners: 5 to 10 minutes	
Attachments: Revised policy document and summary of changes prepared by HR & County Attorney	
Instructions for what to do with attachments once approved:	

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

Duplin County Personnel Policy Changes

Article II.- Employment Section 15. Duration page 26

A. Page 26: Duration **(Current Language) Duration.** The probationary period is twelve (12) months from the employee's date of hire, (except for interns and trainees). Employees who are initially appointed to a law enforcement or emergency services positions are subject to a twelve (12) month probationary period to complete minimum training requirements. Current employees appointed to a new position or promoted to a vacant position in the County shall serve a six (6) month probationary period. If an employee appointed to a new position or promoted to a vacant position is found to be unsuited for that position, the County may reinstate the employee to his/her former position and former rate of pay if the County determines such reinstatement is possible.

Update/Revision: **Duration.** The probationary period **for those hired in a permanent position** is twelve (12) months from the employee's date of hire. ~~(except for interns and trainees).~~ Current employees appointed to a new position or promoted to a vacant position in the County shall serve a six (6) month probationary period. **Employees who are hired in or appointed to public safety positions may be subject to an additional probationary period to complete minimum training requirements.** If an employee appointed to a new position or promoted to a vacant position is found to be unsuited for that position, the County may reinstate the employee to his/her former position and former rate of pay if the County determines such reinstatement is possible. **If his/her former position is not vacant, the County may, in its discretion, place the employee in a different position or dismiss the employee. Pursuant to 25 NCAC 01I .2002, the probationary period for employees subject to the North Carolina Human Resources Act shall not be less than three (3) nor more than nine (9) months.**

Article X- Employee Benefits, Health Benefits page 129, add additional to the current policy.

For additional information and guidance regarding health insurance eligibility and enrollment, employees and qualified retirees should refer to the annual Employee Benefits Guide.

Article X- Employee Benefits, Section 12 Employee Assistance Program (EAP) page 140, Changes to reflect the changes of Employee Assistance Program

Current Language: *Section 12. Employee Assistance Program (EAP)*
The County recognizes that a wide range of personal, family and work-related problems may impair an employee's work performance and may also impact their fellow employees. The County also realizes that with early intervention and proper support, employees can be assisted with overcoming their problem and becoming able to fully function at work and at home. As a result, the County has established an Employee Assistance Program (EAP) for its employees.

The EAP is a voluntary and confidential program designed to assist with employee problems including, but not limited to, depression, substance abuse, emotional distress, coping with major live events, healthcare concerns, financial or legal concerns, personal or work-related relationship issues, concerns about aging parents.

A. **Eligibility.** All regular full-time employees, spouses and dependents are eligible to participate in the EAP.

B. **Program Benefits.** The EAP program includes a variety of benefits to eligible employees such as:

1. Up to three (3) employee visits to an EAP counselor at no cost to the employee and starting with the 4th visit, the employee pays ½ the insurance co-pay.

2. Employees may call **910-298-6207** from 8 am to 8 pm. The emergency phone number is **910-290-0153** for nights, weekends and holidays.

C. **Self-Referral to the EAP.** Employees and their eligible family members are encouraged to call the EAP directly and arrange an appointment with a counselor. Time off and sick leave for EAP consultation and treatment may be granted in accordance with Article VI – Employee Leave Benefits, Section 4. Sick Leave as it relates to doctor's appointments.

Changes/Revised: Section 12. Employee Assistance Program (EAP)

The County recognizes that a wide range of personal, family and work-related problems may impair an employee's work performance and may also impact their fellow employees. The County also realizes that with early intervention and proper support, employees can be assisted with overcoming their problem and becoming able to fully function at work and at home. **As part of the medical plan designed for County employees, Employee Assistance Program is available.**

(Revision) B. Program Benefits. Specific EAP program benefits and guidelines are forth in the Employee Benefits Guide provided annually to employees.

(Remove) ~~B. **Program Benefits.** The EAP program includes a variety of benefits to eligible employees such as:~~

~~1. Up to three (3) employee visits to an EAP counselor at no cost to the employee and starting with the 4th visit, the employee pays ½ the insurance co-pay.~~

~~2. Employees may call **910-298-6207** from 8 am to 8 pm. The emergency phone number is **910-290-0153** for nights, weekends and holidays.~~

(Correction Made to Current Language) Self-Referral to the EAP. Employees and their eligible family members are encouraged to call the EAP directly and arrange an appointment with a counselor. Time off and sick leave for EAP consultation and treatment may be granted in accordance with ~~Article VI~~ **Article VIII** – Employee Leave Benefits, Section 4. Sick Leave as it relates to doctor's appointments.

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Davis H. Brinson, County Manager/ Clerk to the Board	**Meeting Date:** May 15, 2023
Subject: Approval of Service Contract between Duplin County and Insight Planning & Development, LLC	
Summary, explanation and background: Mr. Davis H. Brinson, County Manager/Clerk to the Board will appear before the Board to present the Service Contract between Duplin County & Insight Planning & Development, LLC. The County Manager respectfully requests that the Board enter into a service contract agreement with Insight Planning & Development, LLC for planning services in the interim period while the County searches for a new County Planner. The former County Planner, Charles Rollins, last day of employment with the County was May 12th. The County Manager is currently filling in for the County Planner but believes it would be beneficial to have a firm with planning skill and expertise to assist the public and the Duplin County Planning Board until a permanent replacement for Mr. Rollins can be named. Insight Planning & Development, LLC handles the planning services for Windsor in Bertie County and Pembroke in Robeson County on a contractual basis and have in the past handled the County planning services in Chowan County. The contract sets a limit on the payment for services not to exceed $5,000.00. The contract will be terminated once a permanent County Planner is hired.	
Requested Action: Motion to approve a service contract between Duplin County and Insight Planning & Development, LLC for interim County Planning Department services.	
Budget impact for this fiscal year: N/A (monies budgeted for the County Planner's salary will be used to pay the contractor)	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 5 minutes	
Attachments: Proposed Professional Services Contract between Duplin County and Insight Planning & Development, LLC for interim County Planning Department services	
Instructions for what to do with attachments once approved: Return to the Office of the County Manager/Clerk to the Board	

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

NORTH CAROLINA
DUPLIN COUNTY

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made, and entered into this the 15th day of May 2023, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, INSIGHT PLANNING & DEVELOPMENT, LLC a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONSULTANT").

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

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

2. **TERM OF CONTRACT.** The Term of this Contract for Services will be for a period of one (1) year beginning May 15, 2023 and ending April 30, 2024. The term of this Contract shall automatically extend without further action of the parties for additional terms of one (1) year each, unless not less than thirty (30) days before the termination of the then current term, one party advises the other in writing of its desire to terminate the Contract at the conclusion of the current term of the Contract. In no event shall the total term of this Contract (including all renewals and extensions) extend beyond that allowed by applicable State law.

3. **PAYMENT TO CONSULTANT.** The COUNTY agrees to pay the CONSULTANT an amount not to exceed five thousand dollars ($5,000.00) per month for all services rendered on an as-needed hourly basis in accordance with the hourly rates provided in "Attachment 2" which is hereby incorporated by reference and made a part of this Contract. Services will be billed on a monthly basis. Each monthly invoice shall include a status report by task as outlined in Attachment 1 for work performed during the previous month. The CONSULTANT updates its Fee Schedule once a year in January, and hourly rates stated in the Contract may be increased annually.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT's 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 CONSULTANT's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

   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.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONSULTANT shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONSULTANT's performance of this Contract or the actions of the CONSULTANT or its officials, employees, or contractors under this Contract or under contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

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

7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to CONSULTANT by COUNTY shall be regarded as confidential, shall remain the sole property of COUNTY and shall be held in confidence and safekeeping by CONSULTANT for the sole use of the parties and CONSULTANT under the terms of this Agreement. CONSULTANT agrees that its officers, employees and agents will not disclose to any person, firm or entity other than COUNTY or COUNTY's designated legal counsel, accountants or practice management consultants any information about COUNTY, its practice or billing.

8. **HEALTH AND SAFETY.** CONSULTANT shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONSULTANT may be declared ineligible for further COUNTY contracts.

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

11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

    This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.
    Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONSULTANT represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the County.

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

16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

17. **GOOD STANDING WITH COUNTY**. CONSULTANT certifies that it is not delinquent on any taxes, fees, or other debt owed by CONSULTANT to COUNTY. CONSULTANT covenants and agrees to remain current on any taxes, fees, or other debt owed by CONSULTANT to COUNTY during the Term of this Contract.

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

COUNTY OF DUPLIN
ATTN: DAVIS BRINSON
224 SEMINARY ST
KENANSVILLE, NC

INSIGHT PLANNING & DEVELOPMENT
ATTN: C. RYAN COX, PRESIDENT
5030 NEW CENTRE DRIVE, SUITE A
WILMINGTON, NC 28403

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

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

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

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

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

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

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

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

ATTACHMENT 1
Scope of Services

1) Processing of rezoning petitions, including preparation of advertising.
2) Processing of petitions for variances and appeals to the Board of Adjustment, including the preparation of advertising.
3) Administration/implementation/enforcement of county land use ordinances.
4) Consultation on minor planning-related ordinance revisions.
5) Review and approval of site plans.
6) Attendance at Planning Board, Board of Adjustment, and Board of Commissioners meetings as required/requested.
7) Assistance with long-range planning projects, including any meetings.
8) General planning consultation services.
9) GIS services related to planning functions.
10) Preparation of grant applications.

ATTACHMENT 2
FEE SCHEDULE

The CONSULTANT bills on an hourly basis, based on actual hours worked on the project. Invoices will indicate number of hours worked by position in the table below and per task as outlined in ATTACHMENT 1.

Principal	$150
Principal Planner	$135
Municipal Planner	$125
GIS Technician	$80
Community Development Director	$135
Community Development Planner	$125
Construction Manager	$125
Construction Inspector	$110
Compliance/Environmental Specialist	$110
Program Administrator II	$105
Program Administrator I	$95
Administrative/Clerical Staff	$75

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

CONSULTANT

C. Ryan Cox, President
Insight Planning & Development — DATE May 15, 2023

COUNTY

Davis Brinson, County Manager
Duplin County, North Carolina — DATE May 15, 2023

Tracy Chestnutt, Finance Officer
Duplin County, North Carolina — DATE May 16 2023

ATTACHMENT 1 and 2" to follow

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Davis H. Brinson, County Manager/ Clerk to the Board	**Meeting Date:** May 15, 2023
Subject: Duplin County Manager Recommended Budget for Fiscal Year 2023-24	
Summary, explanation and background: Davis H. Brinson, County Manager/Clerk to the Board, will appear before the Board to present the Duplin County Manager's Recommended Budget for Fiscal Year 2023-24. The County Manager's recommended FY 23-24 General Fund Budget is $66,987,768 which is in balance with the tax rate of $0.715 per $100 of assessed valuation plus a $0.02 per $100 assessed valuation to be placed in a capital reserve fund for a total tax rate of $0.735. The appropriation from the fund balance of the General Fund is $2,753,796 which accounts for 4.1% of the recommended budget. All of the Enterprise Funds are balanced with no requested changes to their fee schedules.	
Requested Action: N/A	
Budget impact for this fiscal year: N/A	
Budget impact for subsequent years: N/A	
Time needed to explain to Commissioners: 5 minutes	
Attachments: County Manger's Recommended Budget for FY 2024 PowerPoint Presentation slides; FY24 Budget Levels Report; and County Manger's FY24 Capital Outlay Requests	
Instructions for what to do with attachments once approved: Return to the Office of the County Manager/Clerk to the Board	

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

DUPLIN COUNTY
NORTH CAROLINA

MANAGER RECOMMENDED BUDGET FY 2024

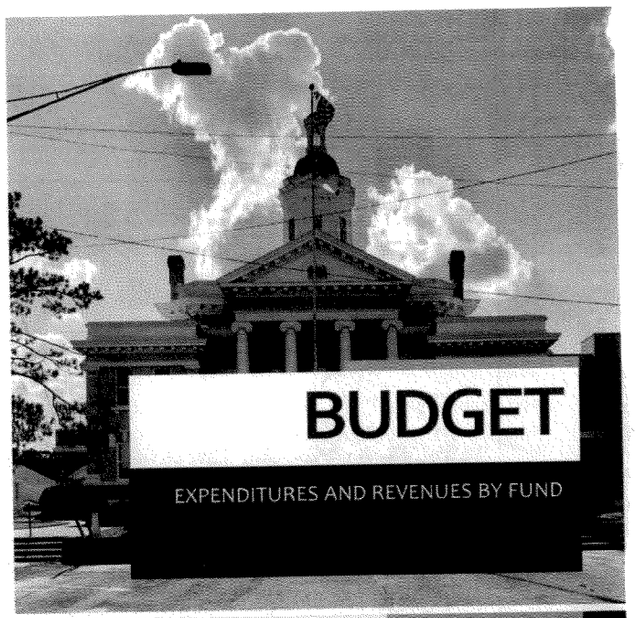
GENERAL FUND BUDGET

$66,987,768

BUDGET HIGHLIGHTS:

EXPENDITURES

- **CAPITAL: $776,826**
- **INCREASE IN EMPLOYER RETIREMENT CONTRIBUTION**
- **INCREASE IN EMPLOYEE (+.75% FOR LOCAL +1% FOR LEO)**
- **EMPLOYEE HEALTH INSURANCE- 4.9% est.**
- **NO RECCOMENDED INCREASE IN FUND BLANCE OR TAX RATE**
- **SIGNIFICANT INCREASE IN SALES TAX AND INTEREST REVENUES**

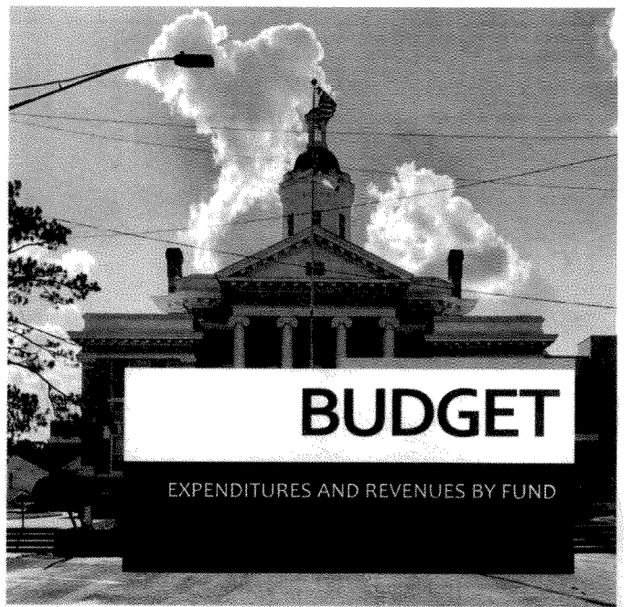


SPECIAL REVENUE FUNDS

E-911(19)	$232,975
SCHOOL CAPITAL (22)	$3,156,272
ROD RESERVE (24)	$20,600
PROPERTY REVAL (25)	$471,867
FIRE PROTECTION (28)	$3,824,751
DEBT SERVICE (30)	$4,708,715
INSURANCE (89)	$7,161,150

BUDGET HIGHLIGHTS:

- **CAPITAL: $83,177**

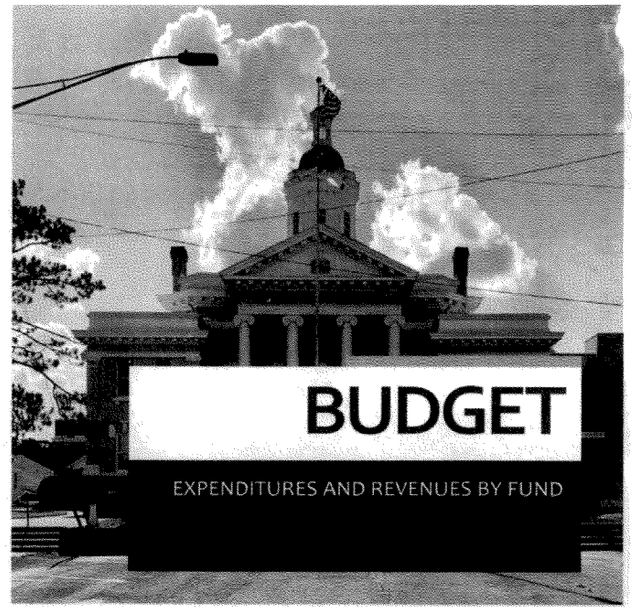


ENTERPRISE FUNDS

WATER (61)	$3,255,502
WATER DEBT SERVICE (62)	$982,719
TRANSPORTATION (64)	$1,395,257
AIRPORT (65)	$1,463,281
SOLID WASTE (66)	$4,640,697

BUDGET HIGHLIGHTS:

- **CAPITAL: $428,431**
- **INCREASE IN EMPLOYEE INSURANCE COSTS-NCHIP**
- **INCREASE IN RETIREMENT**



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DUPLIN COUNTY
NORTH CAROLINA

ThankYou

DAVIS H. BRINSON
910-296-2107
DBRINSON@DUPLINCOUNTYNC.COM
COUNTY MANAGER

Duplin County, NC

NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 20243 RECOMMENDED IMPORT FOR PERIOD 99

GENERAL FUND	2022 REVISED BUD	2023 REVISED BUD	2024 REQUESTED	2024 RECOMMENDED	2024 APPROVED
TOTAL GENERAL FUND	68,684,293.07	73,834,410.56	69,340,235.78	66,987,768.00	.00
TOTAL EMERGENCY TELEPHONE	503,128.00	281,541.00	232,975.00	232,975.00	.00
TOTAL SCHOOL CAPITAL	3,376,249.18	3,405,174.90	3,156,272.00	3,156,272.00	.00
TOTAL AUTOMATION PRESERVATIO	19,000.00	19,500.00	20,600.00	20,600.00	.00
TOTAL PROPERTY REVALUATION	399,602.00	476,629.00	471,867.00	471,867.00	.00
TOTAL FIRE TAX	3,093,040.00	3,278,696.00	.00	3,824,751.00	.00
TOTAL DEBT SERVICE	4,577,214.00	4,575,465.00	4,708,715.00	4,708,715.00	.00
TOTAL WATER	3,544,566.89	5,141,380.00	3,255,502.00	3,255,502.00	.00
TOTAL WATER DEBT SERVICE	1,097,288.00	982,719.00	982,719.00	982,719.00	.00
TOTAL TRANSPORTATION	1,472,211.11	1,596,246.16	1,395,257.00	1,395,257.00	.00
TOTAL AIRPORT	1,360,654.50	1,611,216.00	1,463,281.00	1,463,281.00	.00
TOTAL SOLID WASTE	3,830,464.25	4,468,358.00	4,640,697.00	4,640,697.00	.00
TOTAL INSURANCE	6,209,852.00	6,222,852.00	7,161,150.00	7,161,150.00	.00
TOTAL REVENUE	.00	.00	.00	.00	.00
TOTAL EXPENSE	98,167,563.00	105,894,187.62	96,829,270.78	98,301,554.00	.00
GRAND TOTAL	98,167,563.00	105,894,187.62	96,829,270.78	98,301,554.00	.00

** END OF REPORT - Generated by tracy chestnutt **

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User: tracy.chestnutt
Program ID: bgnyrpts

Page 1

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Duplin County, NC

NEXT YEAR BUDGET LEVELS REPORT

PROJECTION: 20243 RECOMMENDED IMPORT FOR PERIOD 99

GENERAL FUND	2022 REVISED BUD	2023 REVISED BUD	2024 REQUESTED	2024 RECOMMENDED	2024 APPROVED
TOTAL GENERAL FUND	-68,667,973.62	-74,140,503.19	-64,159,135.80	-66,987,768.00	.00
TOTAL EMERGENCY TELEPHONE	-503,128.00	-281,541.00	-214,798.00	-232,975.00	.00
TOTAL SCHOOL CAPITAL	-3,376,249.18	-3,405,174.90	-3,156,272.00	-3,156,272.00	.00
TOTAL AUTOMATION PRESERVATIO	-19,000.00	-19,500.00	-20,500.00	-20,600.00	.00
TOTAL PROPERTY REVALUATION	-399,602.00	-476,629.00	-155,000.00	-471,867.00	.00
TOTAL FIRE TAX	-3,093,040.00	-3,278,696.00	.00	-3,824,751.00	.00
TOTAL DEBT SERVICE	-4,577,214.00	-4,575,465.00	-4,708,715.00	-4,708,715.00	.00
TOTAL WATER	-3,544,566.89	-5,141,380.00	-3,255,502.00	-3,255,502.00	.00
TOTAL WATER DEBT SERVICE	-1,097,288.00	-982,719.00	-982,719.00	-982,719.00	.00
TOTAL TRANSPORTATION	-1,472,211.11	-1,596,246.16	-1,395,257.00	-1,395,257.00	.00
TOTAL AIRPORT	-1,360,654.50	-1,611,216.00	-1,463,281.00	-1,463,281.00	.00
TOTAL SOLID WASTE	-3,830,464.25	-4,468,358.00	-4,640,701.00	-4,640,697.00	.00
TOTAL INSURANCE	-6,209,852.00	-6,222,852.00	-7,161,150.00	-7,161,150.00	.00
TOTAL REVENUE	-98,151,243.55	-106,200,280.25	-91,313,030.80	-98,301,554.00	.00
TOTAL EXPENSE	.00	.00	.00	.00	.00
GRAND TOTAL	-98,151,243.55	-106,200,280.25	-91,313,030.80	-98,301,554.00	.00

** END OF REPORT - Generated by tracy chestnutt **

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User: tracy.chestnutt
Program ID: bgnyrpts

Fiscal Year 2024 Capital Outlay Requests

Code	Department	Items requested	Quantity Requested	Recommended	Approved	Price Each	Total
4260	Maintenance	F-250 w/ work body	1	0		$ 58,500.00	$ 58,500.00
						Requested	$ 58,500.00
						Recommended	$ -
						Approved	$ -
4250	Garage	Tire Changer	1	1		$ 10,622.00	$ 10,622.00
		Balancer	1	1		$ 15,482.00	$ 15,482.00
		ACS machine	1	1		$ 6,095.00	$ 6,095.00
						Requested	$ 32,199.00
						Recommended	$ 32,199.00
						Approved	$ -
4310	Sheriff	Dodge Durango	14	8		$ 41,611.00	$ 582,554.00
		Generator	1	1		$ 10,155.00	$ 10,155.00
						Requested	$ 592,709.00
						Recommended	$ 343,043.00
						Approved	$ -
4320	Jail	2023 Ford Transit 350 Van	1			$ 51,966.00	$ 51,966.00
						Requested	$ 51,966.00
						Recommended	$ -
						Approved	$ -
4314	Communications	Rack Unit(70%)	1	1		$ 7,227.00	$ 7,227.00
		Consolette	1	1		$ 9,409.00	$ 9,409.00
						Requested	$ 16,636.00
						Recommended	$ 16,636.00
						Approved	$ -
4370	EMS	Ambulance	1	1		$ 277,948.00	$ 277,948.00
		New station (Beulaville)	1	0		$ 750,000.00	$ 750,000.00
						Requested	$ 1,027,948.00
						Recommended	$ 277,948.00
						Approved	$ -
4380	Animal Services	Ford F150 w/ dog box	1	0		$ 54,674.00	$ 54,674.00
						Requested	$ 54,674.00
						Recommended	$ -
						Approved	$ -
4960	Soil & Water	Parking lot paving	1	0		$ 217,750.00	$ 217,750.00
						Requested	$ 217,750.00
						Recommended	$ -
						Approved	$ -
5110	Health	Ford Escape	1	0		$ 29,933.00	$ 29,933.00
						Requested	$ 29,933.00
						Recommended	$ -
						Approved	$ -
5300	Social Services	2023 Chevrolet Equinox	1	1		$ 32,000.00	$ 32,000.00
		Storage Building	1			$ 8,500.00	$ 8,500.00
						Requested	$ 40,500.00
						Recommended	$ 32,000.00
						Approved	$ -
6160	Events Center	246 seat section	1	1		$ 65,000.00	$ 65,000.00
		Beverage cooler	2	2		$ 5,000.00	$ 10,000.00
						Requested	$ 75,000.00
						Recommended	$ 75,000.00
						Approved	$ -
					General Fund Total	Requested	$ 2,197,815.00
						Recommended	$ 776,826.00
						Approved	$ -

Fiscal Year 2024 Capital Outlay Requests

Code	Department	Items requested	Quantity Requested	Recommended	Approved	Price Each	Total
4324	Communications (Fund 19)	Software	1	1		$ 15,079.00	$ 15,079.00
		Rack Unit (30%)	1	1		$ 3,098.00	$ 3,098.00
							$ -
						Requested	$ 18,177.00
						Recommended	$ 18,177.00
						Approved	$ -
4141	Property Revaluation (Fund 25)	CAMA Software	1	1		$ 65,000.00	$ 65,000.00
						Requested	$ 65,000.00
						Recommended	$ 65,000.00
						Approved	$ -
4520	Transportation (Fund 64)	Van	2	2		$ 96,100.00	$ 192,200.00
						Requested	$ 192,200.00
						Recommended	$ 192,200.00
						Approved	$ -
7400	Solid Waste (Fund 66)	Welderator	1	1		$ 5,219.00	$ 5,219.00
		Walking floor trailer	2	2		$ 96,506.00	$ 193,012.00
		Kenworth Roll Off Truck	1	0		$ 271,097.00	$ 271,097.00
						Requested	$ 469,328.00
						Recommended	$ 198,231.00
						Approved	$ -
4530	Airport (Fund 65)	Kubota Tractor w/ loader	1	1		$ 38,000.00	$ 38,000.00
						Requested	$ 38,000.00
						Recommended	$ 38,000.00
						Approved	$ -

DUPLIN COUNTY ANIMAL SERVICES

Apr-23

CANINE ADOPTION FEE	$	50.00
RESCUE DOG TRANSFER FEES	$	425.00
FELINE ADOPTION FEE	$	85.00
RESCUE CAT TRANSFER FEE		
LONNIE'S ANGELS 72-22065	$	100.00
HORSE/GOAT FEE		
RODENT/PIG/RABBIT/GUINEA PIG		
RABIES VACCINATION REQUIRED		
NUISANCE ANIMAL PROHIBITE		
DOG AT- LARGE PROHIBITED 1ST		
CRUELTY AND NEGLECT		
CANINE VOUCHER	$	300.00
FELINE VOUCHER	$	400.00
LONNIE'S ANGELS VOCHER	$	120.00
RABIES CLINIC VACCINE		
RABVAC	$	140.00
BORDETELLA	$	70.00
DURAMUNE MAX 5	$	70.00
FELINE FELOCEL CVR-C	$	40.00
BITE INVESTIGATION		
BOARDING FEE	$	120.00
BUILDING FUND 71-3438-381	$	18.93
POTENTIALLY DANGEROUS ANNUAL		
DANGEROUS ANNUAL		
GENERAL DONATION		
JUDGEMENTS 4380-34347	$	250.00
MISC 10-3438-410		
OWNER SURRENDER EUTHANASIA	$	50.00
OWNER SURRENDER FEE 10-3438-410	$	120.00
OWNER SURRENDER PER LITTER		
OWNER SURRENDER TRANSPORT		
RECLAIM FEE	$	50.00
MICROCHIP	$	60.00
BOARDING FEE FOR LIVESTOCK		
RECLAIMLIVESTOCK FEE		
VET FEES		
TOTAL AMOUNT	$	2,468.93

SIGNATURE

SIGNATURE

Intake Detail Report

Print Date **Tuesday, May 2, 2023**

Intake StartDate	4/1/2023	Jurisdiction	All
Intake EndDate	4/30/2023	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA
Clinic							**Total Intakes: 10**		**Total Unique Animals: 10**	
Owner/Guardian Surrender							**Total Intakes: 21**		**Total Unique Animals: 21**	
Seized / Custody							**Total Intakes: 18**		**Total Unique Animals: 18**	
Stray							**Total Intakes: 111**		**Total Unique Animals: 111**	
							Total Count:	**160**		

Outcome Summary Report

Print Date **Tuesday, May 2, 2023**

Outcome StartDate	4/1/2023 12:00 AM	Outcome Type	All
Outcome EndDate	4/30/2023 11:59 PM	Outcome SubType	All
Species	All	Jurisdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed		Danger	Danger Reason			Jurisdiction	TransferOut Reason	Outcome Date/Time	
Adoption							**Total Outcomes: 29**		**Total Unique Animals: 29**	
Clinic Out							**Total Outcomes: 9**		**Total Unique Animals: 9**	
Died							**Total Outcomes: 4**		**Total Unique Animals: 4**	
Euthanasia							**Total Outcomes: 21**		**Total Unique Animals: 21**	
Return to Owner/Guardian							**Total Outcomes: 2**		**Total Unique Animals: 2**	
Transfer Out							**Total Outcomes: 81**		**Total Unique Animals: 81**	
Total Count:										**146**

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Case Detail

Print Date **Tuesday, May 2, 2023**

Case Category	All	Case Result	All	Include Activities	False
Case Type	All	Case Result By	All	Include Conditions	False
Case SubType	All	Case Memo Type	All	Include Memos	False
Case Status	All	Include Case Address	False	Include Violations	False
Case Officer	All	Include Animal Info	False	Based On	Case Date/Time
Officer Site	All	Include Person Info	False	Date From	4/1/2023 12:00 AM
Case Jurisdiction	All	Include Animals	False	Date To	4/30/2023 11:59 PM
City	All	Include Persons	False		
Patrol Area	All				

Case#	Case Category	Case Type	Case Date/Time	Case Status	Case Officer	Case Jurisdiction	Case Result	Case Result Date/Time
	Case Reference #	Case SubType	Reported Date/Time			Patrol Area	Case Result By	Case Review Date/Time

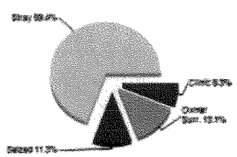
abandoned on property	**2**
Bite / Scratch	**4**
Enforcement	**13**
Stray	**28**
Welfare Check	**2**
	Total Count: 49

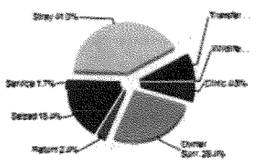
PetPoint

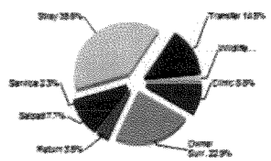
Shelter Statistics - Intake

Start Date: April 01, 2023
End Date: April 30, 2023

USNC100	Your Shelter					North Carolina (59 organizations) (does not include your shelter's data)					United States (1327 organizations) (does not include your shelter's data)				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intakes That were:															
Previously Altered	0	6	0	1	0	70	334	107	361	4	4,522	14,550	3,855	12,429	212
Totals by Intake															
Clinic	3	5	0	2	0	58	159	24	42	0	2,220	4,124	2,111	4,567	82
Owner Surrender	6	9	0	6	0	296	362	381	376	153	5,185	8,963	8,650	9,373	1,864
Return	0	0	0	0	0	35	57	20	30	0	1,005	2,294	502	1,326	108
Seized	4	2	3	9	0	84	386	77	345	21	1,669	5,647	1,162	2,253	772
Service	0	0	0	0	0	9	2	40	51	0	329	1,268	458	1,313	69
Stray	10	26	39	36	0	338	701	651	734	12	8,463	17,932	16,297	13,736	966
Transfer	0	0	0	0	0	133	73	178	102	0	6,856	4,560	5,340	3,786	1,027
Wildlife	0	0	0	0	0	0	0	0	0	16	0	0	0	0	2,283
Total	**23**	**42**	**42**	**53**	**0**	**953**	**1,740**	**1,371**	**1,680**	**202**	**25,727**	**44,788**	**34,520**	**36,354**	**7,171**







Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM

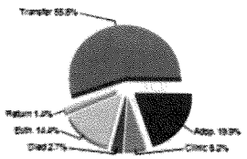


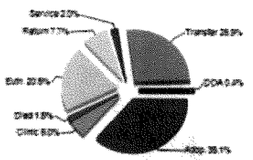
PetPoint

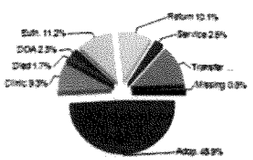
Shelter Statistics - Outcome

Start Date: April 01, 2023
End Date: April 30, 2023

USNC100 Dupin County Animal Services	Your Shelter					North Carolina (59 organizations) *does not include your shelter's data*					United States (1327 organizations) *does not include your shelter's data*				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Person															
A) Have Email Address	1	2	4	9	0	360	544	358	394	30	16,676	21,635	13,187	18,134	2,472
B) Have Phone Number	4	11	7	18	0	558	1,086	488	538	42	19,369	32,008	15,175	22,657	3,499
C) Have ZipCode	2	6	5	17	0	557	1,068	479	531	40	19,140	31,541	15,048	22,077	3,414
Totals by Outcome															
Adoption	2	4	7	16	0	473	607	444	451	60	16,001	17,810	12,845	16,415	3,036
Clinic	2	5	0	2	0	58	158	25	42	0	2,219	3,866	2,018	4,362	60
Died	0	1	3	0	0	13	10	38	15	7	305	273	1,017	448	197
DOA	0	0	0	0	0	0	4	0	8	5	63	992	98	1,252	738
Euthanasia	3	9	0	9	0	73	438	65	556	20	1,077	7,110	1,272	4,415	1,247
Missing	0	0	0	0	0	0	0	0	1	0	8	96	17	85	8
Return To Owner	0	2	0	0	0	30	334	19	48	1	1,196	10,555	324	1,461	129
Service	0	0	0	0	0	8	2	9	89	2	306	736	321	2,036	26
Transfer	20	23	17	21	0	279	244	328	572	91	3,951	4,491	3,915	4,806	645
Wildlife	0	0	0	0	0	0	0	0	0	6	0	0	0	0	840
Total	**27**	**44**	**27**	**48**	**0**	**934**	**1,797**	**928**	**1,784**	**192**	**25,126**	**45,929**	**21,827**	**35,280**	**6,926**







Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM

Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

0397

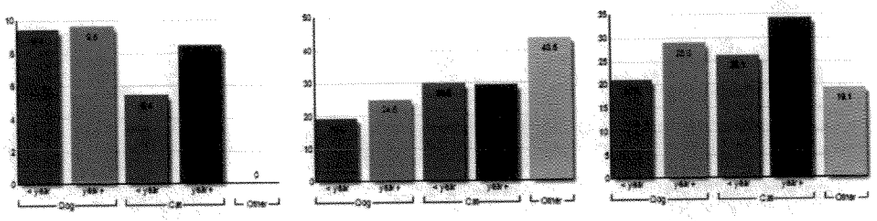
PetPoint

Shelter Statistics - Avg Length of Stay by Intake Type

Start Date: April 01, 2023
End Date: April 30, 2023

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (59 organizations)					United States (1327 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	0	2.8	0	2.5	0	0	0.1	0	0	0	1.3	2.1	1.1	2.9	1.4
Owner Surrender	14.2	6.3	0	7.9	0	20.8	27.3	29.1	49.1	31.3	24	31.8	25.3	37.7	29.2
Return	0	0	0	0	0	9.3	52.8	7.4	44.6	69.8	11.1	46.7	12.6	48.5	28.5
Seized	0	12.1	5	5.8	0	28.1	23.9	62.8	17.2	2	20.9	26	38	38.5	24.1
Service	0	0	0	0	0	0	30.5	3.3	3.3	0	4.2	6.2	5.9	4.5	4.2
Stray	7.6	11.8	5.4	9.8	0	19.5	23.1	30.9	23.3	38.8	24.2	29.4	33.7	44	34.5
Transfer	17	0	0	0	0	19.5	49.6	21.7	23.6	1158.4	23.3	43	24.1	30.6	21.2
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.9
Total	**9.4**	**9.6**	**5.4**	**8.4**	**0**	**19.2**	**24.8**	**29.8**	**29.3**	**43.5**	**20.9**	**28.8**	**26.1**	**34**	**19.1**



Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM



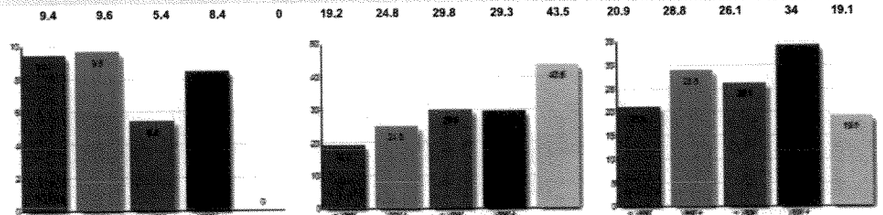
PetPoint

Shelter Statistics - Avg Length of Stay by Outcome Type

Start Date: April 01, 2023
End Date: April 30, 2023

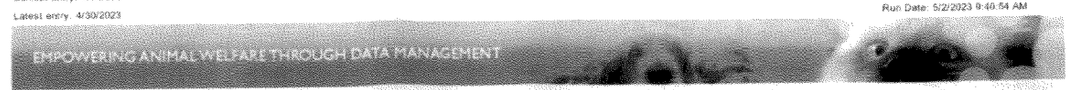
USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (59 organizations)					United States (1327 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	3.5	3.5	6.1	6.6	0	26.2	46	50.8	45.4	28.5	25.9	48.5	36.5	45.3	32.2
Clinic	0	2.8	0	2.5	0	0	0.1	0	0	0	1.2	1.5	1.2	2.5	1.7
Died	0	0.8	3.8	0	0	16.8	15.9	37	217.1	918.5	19.9	119.9	16.1	72.3	65.2
Euthanasia	0.9	12.3	0	3.5	0	17.4	18.1	7.9	6.2	0.2	13.6	19.7	7.7	15.8	2.9
Missing	0	0	0	0	0	0	0	0	30.1	0	84.2	698.2	122.6	771.6	250.6
Return To Owner	0	2.6	0	0	0	2.5	3.6	3.4	5.8	1	3	3.8	10.4	22.3	10.1
Service	0	0	0	0	0	0	1	10.9	3	7.5	3.1	9.7	5.5	5.5	4.6
Transfer	12.2	12	5.4	12.6	0	14.1	30.5	9.2	42.7	2.1	20.9	35.8	16.2	49	13.8
Wildlife	0	0	0	0	0	0	0	0	0	2.4	0	0	0	0	7.2
Total	**9.4**	**9.6**	**5.4**	**8.4**	**0**	**19.2**	**24.8**	**29.8**	**29.3**	**43.5**	**20.9**	**28.8**	**26.1**	**34**	**19.1**



Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM

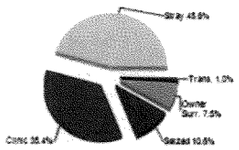


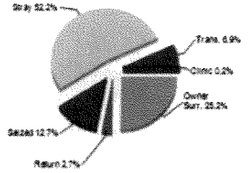
PetPoint
DATA MANAGEMENT SYSTEM

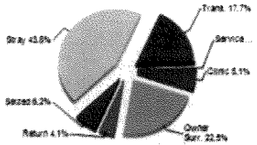
Shelter Statistics – Animal Care Days by Intake Type

Start Date: April 01, 2023
End Date: April 30, 2023

USNC100	Your Shelter					North Carolina (59 organizations)					United States (1327 organizations)				
	does not include your shelter's data										*does not include your shelter's data*				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	221	674	0	65	0	30	33	91	1	0	64196	169966	58925	70221	806
Owner Surrender	86	54	0	63	0	15613	18357	19524	20225	1354	268425	438291	404934	427266	71539
Return	0	0	0	0	0	916	4427	398	2243	116	32090	154249	20466	84224	3695
Seized	18	41	27	110	90	6388	15804	5727	8541	1323	87586	201170	59715	87735	29525
Service	0	0	0	0	0	2	51	175	191	0	3351	9432	6273	8068	969
Stray	208	347	306	377	0	16506	70046	34029	33549	1049	479008	909479	937726	775355	34782
Transfer	28	0	0	0	0	5526	6770	5342	2688	246	325825	414582	287858	214044	25403
Wildlife	0	0	0	0	0	0	0	0	0	120	0	0	0	0	13429
Total															
	561	**1116**	**333**	**616**	**90**	**44981**	**115489**	**65286**	**67438**	**4208**	**1240482**	**2297170**	**1775697**	**1666914**	**180148**

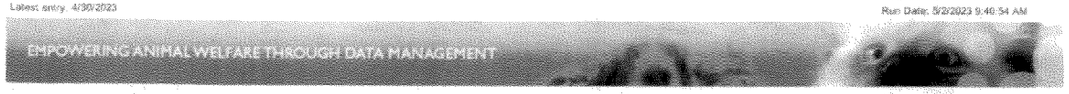






Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM

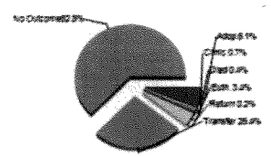


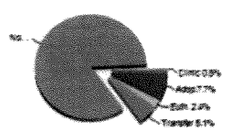
PetPoint
DATA MANAGEMENT SYSTEM

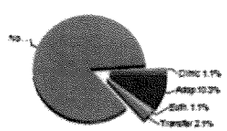
Shelter Statistics – Animal Care Days by Outcome Type

Start Date: April 01, 2023
End Date: April 30, 2023

USNC100	Your Shelter					North Carolina (59 organizations)					United States (1327 organizations)				
	does not include your shelter's data										*does not include your shelter's data*				
Duplin County Animal Services	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	7	27	43	88	0	6150	6200	5932	4619	121	189618	192578	162083	168291	27211
Clinic	0	14	0	5	0	0	23	1	1	0	1377	2300	1688	4421	64
Died	0	1	11	0	0	96	98	206	134	72	2834	2218	7200	2961	1049
Euthanasia	3	61	0	28	0	886	3201	397	2637	5	9703	43863	6022	17697	1296
Missing	0	0	0	0	0	0	0	0	15	0	444	990	589	998	162
Return To Owner	0	5	0	0	0	85	928	72	239	1	3936	22236	1354	5953	490
Service	0	0	0	0	0	2	0	191	139	4	542	1770	1515	7374	50
Transfer	273	152	125	167	0	2768	2145	2608	7440	108	43902	39788	28149	34626	3247
Wildlife	0	0	0	0	0	0	0	0	0	15	0	0	0	0	2127
No Outcome	278	857	154	327	90	34993	102894	55878	52215	3883	988127	1991401	1567096	1424593	144451
Total															
	561	**1116**	**333**	**616**	**90**	**44981**	**115489**	**65286**	**67438**	**4208**	**1240482**	**2297170**	**1775697**	**1666914**	**180148**







Earliest entry: 4/3/2023
Latest entry: 4/30/2023

Daily Use Date: 11/2/2013
Run Date: 5/2/2023 9:40:54 AM



0399

PetPoint
WEB MANAGEMENT SYSTEM

Shelter Statistics - Fees and Revenue

Start Date: April 01, 2023

End Date: April 30, 2023

USNC100

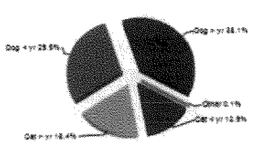
Duplin County Animal Services

	Your Shelter					North Carolina (59 organizations)					United States (1327 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Revenue															
Fees															
Avg Fees ($)	0	23	0	0	0	25	28	0	22	25	50	89	41	56	37
Total Revenue ($)	0	70	0	0	0	50	140	0	155	25	23,409	141,170	19,324	90,483	9,419
Adoption Revenue															
Fees															
Avg Fees ($)	10	10	18	0	0	124	103	74	70	11	237	122	105	70	44
Total Revenue ($)	20	20	70	0	0	16,805	21,678	7,910	10,485	80	1,607,561	1,063,732	550,784	546,890	48,623

Total Adoption Revenue



Total Adoption Revenue



Total Adoption Revenue



Earliest entry: 4/3/2023

Latest entry: 4/30/2023

Daily Use Date: 11/2/2013

Run Date: 5/2/2023 9:40:54 AM



Revenue Report

Print Date **Tuesday, May 2, 2023**

Receipt Date From	4/1/2023 12:00:00 AM	Item	All
Receipt Date To	4/30/2023 11:59:00 PM	Item Group	All
Account Code	All	Site	All
Cash Drawer	All	Payment Type	All
Refunds	Include		

Receipt#	Account	Receipt Date	Animal	Person	Payment	Subtotal	Discount	Reason	Tax	Total Due	Total
Paid Cash		Paid Check		Paid Debit		Paid Credit Card		Paid Gift Card		Paid Voucher	
Item	Code	Cash Drawer			Type	(# Units @ Price)	Staff Person	Reference		Total Paid	
Item Number		IRN			UPC#	Item Type		Item Category		Late Fee	
(# Units @ Cost)		Markup %	Tax Code 1 ($)		Tax Code 2 ($)		Discount %	Site			

		SubTotal	Discount	Tax	Total Due / Paid	Total
*CANINE ADOPTION FEE	Group % of Total Sales: 2.03%	$50.00	$0.00	$0.00	$0.00/$50.00	$50.00
<No Account Code>	Total Items: 5	$50.00	$0.00	$0.00	$50.00	$50.00
		SubTotal	Discount	Tax	Total Due / Paid	Total
*FELINE ADOPTION FEE	Group % of Total Sales: 3.44%	$85.00	$0.00	$0.00	$0.00/$85.00	$85.00
<No Account Code>	Total Items: 5	$85.00	$0.00	$0.00	$85.00	$85.00
		SubTotal	Discount	Tax	Total Due / Paid	Total
*LONNIE'S ANGELS 72-22065	Group % of Total Sales: 4.05%	$100.00	$0.00	$0.00	$0.00/$100.00	$100.00
<No Account Code>	Total Items: 1	$100.00	$0.00	$0.00	$100.00	$100.00
		SubTotal	Discount	Tax	Total Due / Paid	Total
*RESCUE DOG TRANSFER FEES	Group % of Total Sales: 17.21%	$425.00	$0.00	$0.00	$0.00/$425.00	$425.00
4380-34346	Total Items: 17	$425.00	$0.00	$0.00	$425.00	$425.00
		SubTotal	Discount	Tax	Total Due / Paid	Total
1BORDETELLA BRONCHISEPTICA	Group % of Total Sales: 2.84%	$70.00	$0.00	$0.00	$0.00/$70.00	$70.00
<No Account Code>	Total Items: 7	$70.00	$0.00	$0.00	$70.00	$70.00
		SubTotal	Discount	Tax	Total Due / Paid	Total
1CANINE VOUCHER 72-2206-001	Group % of Total Sales: 12.15%	$300.00	$0.00	$0.00	$0.00/$300.00	$300.00
<No Account Code>	Total Items: 3	$300.00	$0.00	$0.00	$300.00	$300.00
		SubTotal	Discount	Tax	Total Due / Paid	Total

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Revenue Report

		SubTotal	Discount	Tax	Total Due / Paid	Total
1Duramune Max 5 VACCINE ONLY	Group % of Total Sales: 2.84%	$70.00	$0.00	$0.00	$0.00/$70.00	$70.00
<No Account Code>	Total Items: 7	$70.00	$0.00	$0.00	$70.00	$70.00
1FELINE VOUCHER 72-2206-001	Group % of Total Sales: 16.20%	$400.00	$0.00	$0.00	$0.00/$400.00	$400.00
72-2206-001	Total Items: 5	$400.00	$0.00	$0.00	$400.00	$400.00
1FELOCELL CVR-C	Group % of Total Sales: 1.62%	$40.00	$0.00	$0.00	$0.00/$40.00	$40.00
<No Account Code>	Total Items: 4	$40.00	$0.00	$0.00	$40.00	$40.00
1RABVAC1	Group % of Total Sales: 5.67%	$140.00	$0.00	$0.00	$0.00/$140.00	$140.00
<No Account Code>	Total Items: 14	$140.00	$0.00	$0.00	$140.00	$140.00
BOARDING FEE	Group % of Total Sales: 4.86%	$120.00	$0.00	$0.00	$0.00/$120.00	$120.00
<No Account Code>	Total Items: 8	$120.00	$0.00	$0.00	$120.00	$120.00
BUILDING DONATION 71-3438-381	Group % of Total Sales: 0.77%	$18.93	$0.00	$0.00	$0.00/$18.93	$18.93
<No Account Code>	Total Items: 1	$18.93	$0.00	$0.00	$18.93	$18.93
JUDGEMENT 10-3438-411	Group % of Total Sales: 10.13%	$250.00	$0.00	$0.00	$0.00/$250.00	$250.00
76-2440-005	Total Items: 1	$250.00	$0.00	$0.00	$250.00	$250.00
LONNIE'S ANGELS VOUCHER	Group % of Total Sales: 4.86%	$120.00	$0.00	$0.00	$0.00/$120.00	$120.00
72-22065	Total Items: 1	$120.00	$0.00	$0.00	$120.00	$120.00
MICROCHIP	Group % of Total Sales: 2.43%	$60.00	$0.00	$0.00	$0.00/$60.00	$60.00
<No Account Code>	Total Items: 2	$60.00	$0.00	$0.00	$60.00	$60.00
OWNER SURRENDER EUTHANASIA	Group % of Total Sales: 2.03%	$50.00	$0.00	$0.00	$0.00/$50.00	$50.00

Revenue Report

		SubTotal	Discount	Tax	Total Due / Paid	Total
<No Account Code>	Total Items: 1	$50.00	$0.00	$0.00	$50.00	$50.00
OWNER SURRENDER FEE	Group % of Total Sales: 4.86%	$120.00	$0.00	$0.00	$0.00/$120.00	$120.00
<No Account Code>	Total Items: 12	$120.00	$0.00	$0.00	$120.00	$120.00
RECLAIM FEE	Group % of Total Sales: 2.03%	$50.00	$0.00	$0.00	$0.00/$50.00	$50.00
<No Account Code>	Total Items: 2	$50.00	$0.00	$0.00	$50.00	$50.00

Total Price:	$2,468.93	Total # Units Sold:	96
Total Revenue	$2,468.93	Total Cost:	$87.41
Total Discount:	$0.00	Markup % Total - For All Items:	$232.59
Total Tax:	$0.00	Markup % Total - Only for Inventory Items:	$0.00
Grand Total:	$2,468.93	Total Cost % against Total Sales:	3.54%

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DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY NOVEMBER 2022 TO APRIL 2023	November-22	December-22	January-23	February-23	March-23	April-23
NUMBER OF INSPECTIONS	806	796	660	647	785	717
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY
BUILDING PERMITS ISSUED						
NEW RESIDENCE	7	6	6	10	19	7
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	4	6	8	6	10	5
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	1	1	0	1	0	2
COMMERICAL ADDITION/RENOVATION/UPFIT	6	8	7	6	5	7
MANUFACTURED/MODULAR HOMES	21	18	12	24	30	21
SIGNS/ABC/DAYCARE/POOL/OTHER	10	11	9	7	9	7
STORM DAMAGE RENOVATION	0	0	0	0	0	0
RELOCATED BUILDING	0	0	0	1	3	0
STORAGE BLDG./DECK/PORCH	5	2	5	9	2	7
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	94	82	111	126	123	121
POULTRY/SWINE HOUSES	8	18	0	6	6	1
POOL BONDING	2	0	0	2	1	1
MECHANICAL PERMITS ISSSUED						
MECHANICAL	50	55	65	52	73	77
PLUMBING PERMITS ISSUED						
PLUMBING	47	47	62	52	73	53
GAS PIPING	15	7	15	12	10	5
INSULATION PERMITS ISSUED						
INSULATION	0	1	1	0	1	0
FEES COLLECTED	28,919.76	26,689.36	31,445.86	35,474.20	37,188.40	33,437.74

DUPLIN COUNTY COMMUNICATIONS/911 ADDRESSING	2023	2023	2023	2023	2022	2022
	April	March	February	January	December	November
TOTAL # OF ADDRESSING RECORDS	48,873	48,862	48,850	48,835	48,832	48,816
TOTAL # OF ROADS, LANES & STREETS	2093	2090	2088	2088	2088	2088
TOTAL # TELEPHONE CO RECORD CHANGES	212	949	181	299	118	896
KEYING ACTIVITY REPORT	107	199	105	101	63	87
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	53	237	45	59	29	298
NEW ADDRESS ASSIGNED	47	50	20	16	20	30
RESIDENTIAL	27	42	16	14	16	15
BUSINESS	2	0	2	0	1	1
FARMS	5	0	0	0	0	0
OTHER	15	8	2	2	2	14
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	1	7	14	0	1	3
ADDRESS CHANGED	5	5	1	0	2	6
ROAD SIGNS INSTALLED OR REPAIRED	41	120	172	81	115	66
ROAD SIGNS MADE IN HOUSE	17	23	28	6	44	21
POST TAKEN FROM INVENTORY	12	9	8	2	13	4
AT NUMBERS (INTERSECTIONS)	16	44	73	40	36	33
MAPS MADE IN HOUSE	1	3	4	3	0	0
CENTERLINE WORK	25	9	9	2	2	14
ADDRESS POINTS	45	31	22	54	7	117
NUMBER OF 911 CALLS	9043	9023	8162	8095	7838	8272

Submitted by Melissa B Kennedy, May 1, 2023

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2023			Name and Number of calls Dispatched through Communications										Totals
NAME OF DEPARTMENT	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
Albertson Fire	4	12	12	9									37
Beulaville Fire	16	13	20	22									71
Calypso Fire	15	16	20	18									69
Chinquapin Fire	15	3	11	10									39
Faison Fire	39	44	50	36									169
Fountaintown Fire	9	3	18	14									44
Greenevers Fire	9	5	11	5									30
Harrells Fire	2	0	4	1									7
Kenansville Fire	16	7	28	19									70
Lyman Fire	8	1	9	7									25
Magnolia Fire	29	33	35	39									136
MtOlive Fire	1	4	2	4									11
NC Forestry	20	9	33	13									75
Northeast Fire	11	10	12	4									37
Oak Wolfe Fire	15	13	30	13									71
Pin Hook Fire	7	5	7	9									28
Pink Hill Fire	6	5	7	8									26
Pleasant Grove Fire	12	7	11	7									37
Potters Hill Fire	8	8	11	14									41
Pricetown Fire	1	1	1	2									5
Rose Hill Fire	23	22	31	21									97
Sarecta Fire	8	5	14	14									41
Teachey Fire	33	23	27	19									102
Wallace Fire	30	30	34	26									120
Warsaw Fire	23	22	43	34									122
Fire incident numbers	275	248	330	293									1146
Radio Assignment	166	144	202	168									680
EM Admin OCA	21	18	24	18									81
Event Channles													
OPS 1	25	28	47	23									123
OPS 2	117	96	126	119									458
OPS 3	21	16	24	23									84
TAC 1	3	2	7	2									14
TAC 2	0	0	2	0									2
TAC 3	0	0	0	0									0
TAC4	0	0	0	1									1
Air Ambulance	9	7	10	9									35
Chinquapin Vol EMS	18	11	7	6									42
DC EMS	1034	1046	1133	901	0	0	0	0	0	0	0	0	4114
Pleasant Grove Vol EMS	9	6	1	2									18
EMS Truck OCA	839	802	848	749									3238

EMS Admin OCA	108	148	122	81									459
			Name and Number of calls Dispatched through Communications										
Onslow Co EMS	0	0	1	0									1
Pender Co EMS	1	4	3	4									12
Sampson Co EMS	0	1	0	0									1
Wayne Co EMS	0	0	0	0									0
NAME OF DEPARTMENT													Totals
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
DC Sheriffs Office	1855	1929	2076	1944									7804
Beulaville PD	250	218	239	217									924
KenansvillePD	67	63	56	41									227
Magnolia PD	52	52	54	49									207
Rose Hill PD	36	84	48	65									233
Wallace PD	393	371	478	481									1723
Warsaw PD	547	502	619	763									2431
ECU Health Police	29	41	43	20									133
Animal Control	82	73	84	81									320
			Wallace PD Communications Open Tuesday - Thursday 8a-5p, as of 02/06/2023										
			Wallace PD Communications Closed as of 03/21/2023										
			Warsaw PD Communications Closed as of 01/05/2023										
DC Search & Rescue	0	0	0	0									0
Solid Waste	2	1	1	0									4
Calling Water Dept	4	5	5	3									17
DSS	30	18	24	20									92
NC DMV	0	0	0	0									0
Calling Magistrate	150	144	177	153									624
NC DOT	20	13	12	12									57
NC SHP	278	230	291	249									1048
NC Wildlife	4	2	3	3									12
NC SBI	5	10	10	2									27
Probation & Parole	12	12	27	18									69
COUNTY PAID EMS													
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
MD1	0	0	0	0									0
EMS 100	7	15	12	4									38

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Name and Number of calls Dispatched through Communications

EMS 101	4	6	7	0									17
EMS 102	4	3	6	0									13
EMS 103	90	128	100	77									395
EMS 110	0	0	0	0									0
EMS 120	0	0	0	0									0
EMS 130	0	0	0	0									0
EMS 140	0	0	1	1									2
MED1 Warsaw	133	139	153	140									565
MED2 Wallace	152	152	181	127									612
MED3 Chinquapin	109	104	103	86									402
MED4 Calypso	66	63	83	54									266
MED5 Beulaville	148	130	129	123									530
MED6 Pleasant Grove	69	54	66	61									250
MED7 Rose Hill	126	143	154	133									556
MED8 Kenansville	126	108	135	93									462
MED9 (Spare)	0	1	3	2									6
MED 10 (Spare)	0	0	0	0									0
MED 11 (Spare)	0	0	0	0									0
	1034	1046	1133	901	0	0	0	0	0	0	0	0	4114
ES/FIRE MARSHAL													
FM 1	7	3	6	4									20
FM 2	8	11	5	6									30
FM 3	7	5	19	13									44
FM 4	2	0	0	0									2
ES OCA	21	18	24	18									81
CAD TOTALS	5642	5629	6297	6346									23914
911 Trunk calls	2355	2225	3184	3196									10960
Admin Line Calls	4513	4473	4958	5245									19189
Total Phone calls	6868	6698	8142	8441	0	0	0	0	0	0	0	0	30149

NC COOPERATIVE EXTENSION

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DUPLIN COUNTY CENTER

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A Review of March 2023

Duplin County Center
PO Box 949
Kenansville, NC 28349

Website: http://duplin.ces.ncsu.edu
Duplin County Center-NCCE Facebook: https://go.ncsu.edu/zgvcr9a
4-H Facebook: https://go.ncsu.edu/om3spco

Phone : 910.296.2143
Fax: 910.296.2191

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

Wanda Hargrove
Support Specialist: Agriculture, Livestock, Facilities Coordinator

Jessica Hall
Livestock and Forages

Della King
Agriculture, Field Crops

Tom Hroza
Horticulture

Rachel Ezzell
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James Hartsfield
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Walter Adams
Agriculture & Natural Resources Technician
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Bridget Huffman
4-H Youth Development

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

Jasmine Williams
4-H Prevention Coordinator

Notes from the Director ..... Amanda Hatcher

- Attended department head meeting
- Attended the 4-H Achievement Program and assisted with the awards and recognition
- Met with housekeeping to coordinate schedule and resources for the building
- Presented the budget request for the upcoming fiscal year
- Assisted with the rental of the auditorium
- Led staff meeting
- Assisted with intern interviews for this summer for our extension center
- Attended Southeast District County Extension Directors' meeting and update
- Assisted with Duplin Schools Career Fair for 10th graders
- Assisted in Onslow County for director responsibilities

Livestock ..... Amanda Hatcher, Livestock and Forages

- Conducted blueberry lesson for three 1st grade classrooms at Chinquapin Elementary School, six 1st grade classrooms at Beulaville Elementary School, and six 1st grade classrooms at Warsaw Elementary School
- Met with 3 farmers to review for animal waste exam
- Attended a zoom meeting for Southeast District Association of County Agricultural Agents planning for upcoming state professional improvement conference
- Helped farmers sign up for the May 10-hour animal waste class in Sampson County
- Attended Real Colors training professional improvement session
- Set up and taught poultry station at Duplin Grows for the 2nd graders in the county
- Assisted 3 farmers in farm management, 3 farmers in crop management, and 20 farmers in nutrient management
- Face-to-face contacts: 1,384, Non face-to-face contacts: 376

Livestock ..... Jessica Hall, Livestock and Forages

- Attended Coastal Carolina Cattle Alliance and Duplin County Cattlemen's Association meetings
- Helped Onslow County Master Gardeners make rain barrels to sell
- Sent Cattle Alliance cattle to the Mid-Atlantic Cattle Graded Feeder Calf Sale; loaded cattle out from the Duplin Livestock Facility
- Hosted a Cattle Artificial Insemination Class at the Duplin Livestock Facility (Picture right)
- Performed routine maintenance at the Livestock Facility


CATTLE ARTIFICIAL INSEMINATION CLASS

Britt Building Monthly Usage

March Total number of events: 36

Total attendance for the events: 1325

Public events: 34

Private events: 2

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- Hosted Eastern NC Sheep and Goat Field Day
- Assisted with Duplin Grows event for ~700 Duplin County 2nd graders (Picture left)
- Participated in the Duplin County Schools' Women in Agriculture program
- Provided technical assistance to producers and industry partners in forage sampling, pasture planning, seed testing, weed control, cattle marketing, mineral program selection and more
- Face-to-face contacts: 899, Non face-to-face contacts: 3,082

Field Crops ..... Della King, Field Crop Agent

- Assisted growers as requested with field/crop issues, (Hessian Fly feeding and Frost/Freeze Injury)
- Facilitate Auxin Training for Growers (Dicamba & 2, 4-D)
- Prepared for On-Farm Research Studies
- Attended Area Cotton Production Meeting
- Assisted 4-H with Achievement Awards banquet, Pig Project and with Embryology
- Presented "Cotton" to Chinquapin Elementary 4th graders for the Duplin County Schools Ag Awareness
- Face-to-face contacts: 965, Non face-to-face contacts: 269

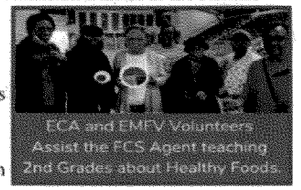
Horticulture..... Tom Hroza, Horticulture

- Presented at Master Gardener Training in Pender County, 20 were in attendence to learn about Weeds.
- Attended "Colors" Training in Lenoir County.
- Presented "Importance of Composting our Yard Waste and Kitchen Scraps" to more than 700 2nd graders at Duplin Grows. Demonstrated how to use worms in the process and make a soil additive that increases plant growth. Sandspur and Sandburr control should start now with the good preemergence.
- Worked with homeowners to get ahead of turfgrass issues. Turfgrass problems start with low PH, not enough potash and too much nitrogen. Assisted homeowners in taking soil samples to identify any soil problems.
- Face-to-face contacts: 800, Non face-to-face contacts: 750

Family and Consumer Sciences (FCS).....Rachel Ezzell, FCS Agent



- Continued a recurring program with 4th and 5th grade students at an after school program with B.F. Grady.
- Started a recurring program with seniors at the congregate nutrition site in Beulaville focused on taking control of food and nutrition choices, physical activity, and goal setting. (Picture left)
- Led activity for Kenansville Pre-K students focusing on fruits and physical activity.
- Presented about MyPlate and Nutrition Facts Labels for National Nutrition Month at the Kenansville Nutrition Site. Presented to three sixth grade classes at Warsaw Elementary schools for Ag Awareness day.
- With assistance from Extension Master Food Volunteers and Extension Community Association, led a station at Duplin Grows focusing on fruits and vegetables that grow in Duplin County. (Picture right)
- Presented information about food budgets at parent meeting with the Pre-K program at Beulaville Elementary.
- Facilitated two continuing education sessions for our Extension Master Food Volunteers on grilling and air frying.
- Face-to-face contacts: 1,114 Non face-to-face contacts: 629


ECA and EMFV Volunteers Assist the FCS Agent teaching 2nd Grades about Healthy Foods.

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

- Visited a farmer to provide information on High Tunnel Farming.
- Attended the National Risk Management Education Conference, Chicago, IL
- Hosted Small Farm Week Tour at CEFS, Goldsboro, NC
- Visited a producer to provide information on the Plasticulture Equipment Rental Cash Back Program
- Completed news articles for NC A&T Small Farms Week.
- Face-to-face contacts: 25, Non face-to-face contacts: 1,650

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

- Held a tour of the CEFS Small Farm Unit for Small Farms Week
- Attended colors training in Lenoir County
- Assisted with Duplin Grows
- Assisted growers & answered calls concerning pesticide license, credit hours, and exam registration
- Face-to-face contacts: 15, Non face-to-face contacts: 57

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

- Hosted the Duplin County 4-H Awards Program was held on March 7th. The 2022 4-H awards were given to 4-H'ers and club leaders. Emily Craft won Lois G. Britt Outstanding 4-Her of the year. (Picture right)
- Celebrated and conducted Ag Awareness for all the 5th graders at Warsaw Elementary. They learned about what agriculture is and the different kinds of farms and what products and/or foods come from those farms. They created a "Farm Web." Approximately 87 students participated.





- Participated in the 10th grade Career & College Fair at the Duplin Events Center. Amanda Hatcher and I presented on behalf of Duplin Cooperative Extension.
- The 2023 SED 4-H Teen Retreat was held March 17-18 at the Trinity Center. 4-H'ers and agents across the district came together and held workshops, business meetings, and voted on 2023-2024 district officers. (Picture left)

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- Facilitated monthly teen leadership group. They completed a community service project and put together teacher bags for Duplin Grows. The group also discussed upcoming events and ideas for the rest of the year. A bowling trip is planned. (Picture left)
- Assisted with Duplin Grows at the Duplin Events Center. All 2nd graders across the county came to learn about the importance of agriculture and where their food comes from.
- Face-to-face contacts: 1,230, Non face-to-face contacts: 6,510

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant



- Assisted at Lenoir Pig Show
- Judged for FFA Ag Sales & Marketing contest at University of Mount Olive
- Held biweekly practices for 12 Pig Project youth at Duplin Livestock facility to prepare for Coastal Plains Show & Sale and learn about pork production. (Picture right)
- Assisted with Duplin 4-H Achievement Awards night
- Facilitated Embryology Program with 5 BF Grady 2nd grade classrooms
- Co-coordinated NCSU Small Ruminant Field Day hosted in Duplin County
- Coordinated Duplin Grows agriculture awareness field trip and sponsorship for 700 2nd graders highlighting products we grow in the county at 12 stations.
- Face-to-face contacts: 1,470 Non face-to-face contacts: 6,762

Jasmine Williams, 4-H Prevention Coordinator

- Completed Too Good for Drugs - Grade 5 curriculum at Warsaw Elementary School with 87 students completing the course
- Attended coalition meetings - JCPC (Juvenile Crime Prevention Council) and DCSUC (Duplin County Substance Use Coalition)
- Attended trainings/Meetings - Statewide Services Introduction and C19 (Covid-19) Provider Presentations
- Assisted with 4-H Achievement Night and Duplin Grows
- Presented "Vaping, Nicotine, and the Developing Brain" at Mediation Center of Eastern Carolina - 9 youth participated
- Continued monthly SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.

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Notes from the Director ..... Amanda Hatcher

- Completed employee evaluations
- Attended department head meetings
- Led staff meetings
- Submitted county budget requests
- Led County Advisory Council spring meeting

Livestock ..... Amanda Hatcher, Livestock and Forages

- Attended Southeast District Association of County Agricultural Agents meeting and tour
- Assisted 5 farmers in crop management, 11 farmers in nutrient management and 1 farmers in farm management
- Face-to-face contacts: 214, Non face-to-face contacts: 290

Livestock ..... Jessica Hall, Livestock and Forages



- Participated in Duplin County Cattlemens' Meeting.
- Visited 20 Kindergarten classes and 1 EC class to teach about cattle for the Duplin County Schools Ag Awareness Days (picture right)
- Attended various livestock and forage trainings presented by NCSU
- Attended career fair at James Kenan High School
- Assisted producers with technical assistance related to livestock and forages.
- Met with the County Advisory Council
- Hosted the American Roughstock Association horses and riders at the Livestock Facility for their Rodeo Finals at the Events Center
- Face-to-face contacts: 411, Non face-to-face contacts: 6,493

Field Crops ..... Della King, Field Crop Agent

- Assisted growers as requested with field/crop issues.
- Attended Joint Council of Extension Professionals Leadership Conference, Kansas City, MO.
- Attended Area Cotton Production Meeting, Agronomic Grain Program Team, NC Soybean Association meeting and Area Peanut Production Grower Meeting
- Assisted Walter with pesticide class and pesticide calls throughout the month.

Britt Building Monthly Usage

February Total number of events: 43

Total attendance for the events: 872

Public events: 42

Private events: 1

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- Assisted 4-H with Events/Projects
- Attended James Kenan High School job fair
- Presented "Cotton" to Chinquapin Elementary 4th graders.
- Face-to-face contacts: 855, Non face-to-face contacts: 137

Horticulture ..... Tom Hroza, Horticulture

- Our Bee Club learned how to collect swarms of bees in the wild to expand bee yards.
- Presented pollinators and their importance to our food supply to approximately 135 2nd graders at Beulaville and Chinquapin schools.
- Talked to teachers at BF Grady School about expanding the raised bed area and what to plant in the Greenhouse.
- Because of climate change we are having to adjust when we spray, plant and protect our plants, we can no longer just follow the calendar. As a result, we are sending more frequent updates to to clients such as reminders and connections between weather and crop practices.
- Our Friends of Horticulture learned about new vegetable varieties and when to plant, fertilize and harvest them.
- Face-to-face contacts: 222, Non face-to-face contacts: 1,110

Family and Consumer Sciences (FCS) ..... Rachel Ezzell, FCS Agent



- Filmed two televised segments with Sampson County FCS agent for program with Star News. (Picture right)
- Presented information about food budgets at parent meeting with the Pre-K program at Rose Hill-Magnolia Elementary.
- Shadowed agents from three other counties for program planning, pressure canning, and an air fryer workshop.
- Attended FoodCon 2023 in Raleigh (a conference focused on the future of food, equity in food, sustainable supply chains, etc.) and a Farm to Early Childhood Education training in Goldsboro.
- Started a recurring program with 4th and 5th grade students at an after school program with B.F. Grady.
- Presented to seven 6th grade classes at Beulaville and Chinquapin Elementary schools for Ag Awareness day.
- Face-to-face contacts: 336, Non face-to-face contacts: 250

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

- Visited a producer to provide information on the Plasticulture Equipment Rental Cash Back Program
- Visited a farmer to provide information on High Tunnel Farming.
- Attended a high tunnel winter vegetable and strawberry cultivar demonstration.
- Attended NCDA Agriculture Forum and the Southern Farm Show

Agriculture & Natural Resources

Walter Adams, Tech. (Duplin/Lenoir)



- Attended on-line Auxin Herbicide training
- Attended James Kenan High School job fair
- Held a pesticide recertification in Lenoir & Duplin Counties
- Assisted growers and answered calls concerning pesticide license and continued education hours
- Face-to-face contacts: 142, Non face-to-face contacts: 83

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

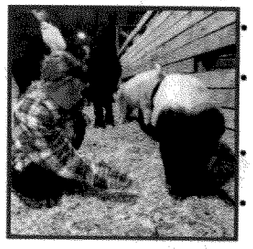


- Planned and prepared for the annual 4-H awards program
- Celebrated Ag Awareness at Beulaville Elementary and Chinquapin Elementary with all the 5th graders at each school. They learned about what agriculture is the different kinds of farms and what products and/or foods come from those farms. They created a "Farm Web." Approximately 160 students participated.
- Led leadership group where the teens had a fun time learning what their goals are for 2023 and celebrating Valentine's Day
- Attended Duplin County Partnership For Children Board members meeting.
- Attended county staff updates, 4-H updates and trainings, reports, and State Extension updates, in person and via Zoom.
- Face-to-face contacts: 202, Non face-to-face contacts: 6,230

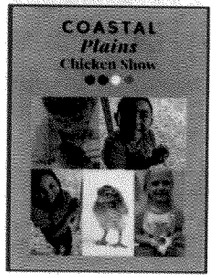
Charmae Kendall, 4-H Agriculture/Livestock Program Assistant



- Assisted with Billy Nance Goat Leadership Institute in Raleigh, with two Duplin 4-H'ers participating. (Picture right)
- Hosted Clover Critters 4-H Club meeting
- Taught Embryology with 3 EC classrooms in Duplin County
- Assisted with Lead the Shepherd Network group
- Held Pig Project Kick-off with eleven 4-H'ers, practicing twice a week through mid April (Picture below left)



- Taught Ag in the classroom with 3rd graders at 3 schools
- Held bimonthly practice for Senior Livestock Judging Team to prepare for VA Contest
- Hosted Coastal Plains Chicken Project Orientation (Picture right)
- Face-to-face contacts: 445, Non face-to-face contacts: 6,120



Jasmine Williams, 4-H Prevention Coordinator

- Facilitated Too Good for Drugs - Grade 5 curriculum at Warsaw Elementary School,
- Attended coalition/collaborative meetings - Duplin/Sampson Collaborative and JCPC
- Attended training FY 23 Modified Audit Overview Session for BG/c19 Providers and LMEs, Conducting Alcohol and Tobacco Purchase Surveys in NC, Audit Prep, and Logic Models and other Strategic Plants
- Continued monthly SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.

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

MONTHLY REPORT FOR DUPLIN COUNTY REGISTER OF DEEDS APRIL 2023

Submitted this 1st day of May, 2023

Anita Marie Savage

Register of Deeds

Recorder and Custodian of County Records

Ledger Summary Report - Roll-up

Printed 05/01/2023

Anita Marie Savage, REGISTER OF DEEDS
Duplin, NC
04/01/2023-04/30/2023

Category	Receipt Code		Count	Total											
ESCROW CREDIT					**Escrow Credit**										
	ESCROW	ESCROW CREDIT	1	$500.00	$500.00										
	Category Totals		1	$500.00	$500.00										
MAP					**Recording**	**Special**	**Floodplain Mapping**	**Excise Tax**	**Land Transfer**	**Dept Cultural Res**	**Pension Fund**	**Automation Fund**	**State General Fund**	**State Treasurer Amt**	**County Receipts**
	MAP	MAP	31	$672.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.23	$66.24	$0.00	$0.00	$595.53
	Category Totals		31	$672.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.23	$66.24	$0.00	$0.00	$595.53
MARR					**Fee**	**NCCTF**	**DVCF**	**Pension Fund**	**Automation Fund**	**County Receipts**					
	ML	MARRIAGE LICENSE	26	$1,560.00	$0.00	$130.00	$780.00	$23.40	$62.66	$563.94					
	Category Totals		26	$1,560.00	$0.00	$130.00	$780.00	$23.40	$62.66	$563.94					
NO BOOK					**Fee**	**Special**	**Pension Fund**	**Automation Fund**	**County Receipts**						
	BIRTH	CERTIFIED COPY - BIRTH	142	$1,420.00	$0.00	$0.00	$21.30	$140.58	$1,258.12						
	BIRTHSE	CERTIFIED COPY - SENIOR BIRTI	16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00						
	CCOPY	CERTIFIED COPY - REAL PROPE	14	$110.00	$0.00	$0.00	$1.70	$10.82	$97.48						
	COPY	COPIES	48	$69.50	$0.00	$0.00	$1.07	$6.82	$61.61						
	COPYV	COPIES - VITAL RECORDS	18	$10.25	$0.00	$0.00	$0.14	$0.97	$9.14						
	DD214	CERTIFIED COPY - DD214	2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00						
	DEATH	CERTIFIED COPY - DEATH	288	$2,880.00	$0.00	$0.00	$43.20	$285.12	$2,551.68						
	MAIL	MAILING FEE - UNCERTIFIED COI	1	$0.50	$0.00	$0.00	$0.01	$0.05	$0.44						
	MARR	CERTIFIED COPY - MARRIAGE	49	$490.00	$0.00	$0.00	$7.35	$48.51	$434.14						
	Category Totals		578	$4,980.25	$0.00	$0.00	$74.77	$492.87	$4,412.61						
PROPERTY					**Recording**	**Special**	**Floodplain Mapping**	**Excise Tax**	**Land Transfer**	**Dept Cultural Res**	**Pension Fund**	**Automation Fund**	**State General Fund**	**State Treasurer Amt**	**County Receipts**
	ABN	ASSUMED BUSINESS NAME	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41
	ADM/COR	ADMINISTRATIVE CORRECTION	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

80470

Ledger Summary Report - Roll-up

Printed 05/01/2023

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

04/01/2023-04/30/2023

Category	Receipt Code		Count	Total										
	AFDVT	AFFIDAVIT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	AGMT	AGREEMENT	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	ASGMT	ASSIGNMENT	14	$364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.46	$27.16	$0.00	$86.80	$244.58
	CERT/TR	CERTIFICATION OF TRUST	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.85	$0.00	$18.60	$52.38
	D/EASE	DEED OF EASEMENT	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41
	D/T	DEED OF TRUST	78	$4,992.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74.88	$483.60	$0.00	$483.60	$3,949.92
	DECL	DECLARATION	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	DEED	DEED	145	$31,408.00	$0.00	$0.00	$0.00	$27,690.00	$0.00	$0.00	$55.77	$277.42	$0.00	$886.60	$2,498.21
	EASE	EASEMENT	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	LIS/P	LIS/PENDENS	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	M/A	MODIFICATION AGREEMENT	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41
	MEMO	MEMORANDUM	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	MTG	MORTGAGE	2	$128.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.92	$12.40	$0.00	$12.40	$101.28
	NOTARY	NOTARY	10	$100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.50	$9.90	$0.00	$0.00	$88.60
	NOTICE	NOTICE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	NOTREV	NOTARY REVOCATION	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	P/A	POWER OF ATTORNEY	21	$546.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.19	$40.74	$0.00	$130.20	$366.87
	P/R	PARTIAL RELEASE	7	$182.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.73	$13.58	$0.00	$43.40	$122.29
	QCD	QUITCLAIM DEED	6	$156.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.34	$11.64	$0.00	$37.20	$104.82
	R/W	RIGHT OF WAY	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REL	RELEASE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REQ	REQUEST FOR NOTICE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REV	REVOCATION OF POWER OF AT	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	SI/NS	SEE INSTRUMENT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	SAT	SATISFACTION	90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	SEP/AG	SEPARATION AGREEMENT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	SUB/AG	SUBORDINATION AGREEMENT	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41
	SUB/TR	SUBSTITUTION OF TRUSTEE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	TM/D	TIMBER DEED	4	$872.00	$0.00	$0.00	$0.00	$768.00	$0.00	$0.00	$1.56	$7.76	$0.00	$24.80	$69.88
	TR/CRT	TRUSTEES CERTIFICATION	4	$104.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.56	$7.76	$0.00	$24.80	$69.88
	UCC/T	UCC TERMINATION	1	$38.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.57	$3.74	$0.00	$0.00	$33.69
	UCC1	UCC1	6	$263.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.92	$28.67	$0.00	$0.00	$230.41

Ledger Summary Report - Roll-up

Printed 05/01/2023

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

04/01/2023-04/30/2023

Category	Receipt Code		Count	Total										
	UCC3	UCC3 - 3 OR MORE PAGES	3	$121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.81	$12.31	$0.00	$0.00	$106.88
	Category Totals		427	$40,158.00	$0.00	$0.00	$0.00	$28,458.00	$0.00	$0.00	$175.47	$1,002.67	$0.00	$1,940.60	$8,581.26

REMOVAL OF GRAVES				Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Rec	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
RM/GR	REMOVAL OF GRAVE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
Category Totals		1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47

VITAL RECORDING				Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
DAVADD	NCDAVE - ADDITIONAL COPIES	1	$15.00	$0.00	$0.00	$0.15	$0.99	$5.00	$8.86
DAVAMDOOC	NCDAVE - AMENDMENT OOC	1	$25.00	$0.00	$0.00	$0.15	$0.99	$15.00	$8.86
DAVAS	NCDAVE - DEATH ABSTRACT SE/	2	$46.00	$0.00	$0.00	$0.30	$1.98	$28.00	$17.72
VRAMD	VRAS AMENDMENT FEE	1	$35.00	$0.00	$0.00	$0.30	$1.97	$15.00	$17.73
VRAS	VRAS BIRTH ABSTRACT SEARCH	25	$600.00	$0.00	$0.00	$3.75	$24.75	$350.00	$221.50
Category Totals		30	$723.00	$0.00	$0.00	$4.65	$30.68	$413.00	$274.67

Report Totals	1094	$48,619.25

Automation Fund Total:	$1,657.06
County Receipts Total:	$14,445.48
DVCF Total:	$780.00
Escrow Credit Total:	$500.00
Excise Tax Total:	$28,458.00
NCCTF Total:	$130.00
Pension Fund Total:	$288.91
State Treasurer Amount Total:	$1,945.80
Vital Records Receipts Total:	$413.00

6070

Ledger Summary Report - Roll-up

Printed 05/01/2023

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

04/01/2023-04/30/2023

Category	Receipt Code	Count	Total
Cash Total:			$4,320.75
Check Total:			$15,023.00
ACH Total:			$26,687.00
Card Total:			$1,614.50
Escrow Account Total:			$1,000.00
Overpayment Total:			($26.00)

DUPLIN COUNTY REGISTER OF DEEDS ACTIVITY REPORT FOR APRIL 2023

VITAL RECORDS DIVISION

BIRTH CERTIFICATES ISSUED	184
DEATH CERTIFICATES ISSUED	292
MARRIAGE LICENSES ISSUED	26

PROPERTY RECORDS DIVISION

RECORDING FEES	$ 40,158.00
EXCISE TAX	$ 28,458.00

0410

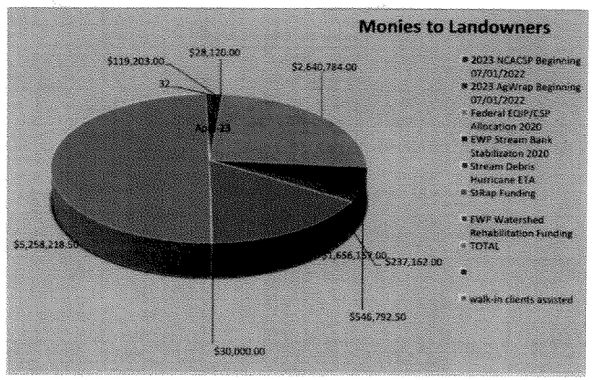
Duplin Soil & Water Monthly Report

2023 NCACSP Beginning 07/01/2022	$	119,203.00
2023 AgWrap Beginning 07/01/2022	$	28,120.00
Federal EQIP/CSP Allocation 2020	$	2,640,784.00
EWP Stream Bank Stabilizaton 2020	$	546,792.50
Stream Debris Hurricane ETA	$	237,162.00
StRap Funding	$	1,656,157.00
EWP Watershed Rehabilitation Funding	$	30,000.00
TOTAL	**$**	**5,258,218.50**
		April-23
BMAP Monies collected		
BMAP Monies billed	$	1,975.00
Beaver Dams Destroyed		**23**
New NCACSP/NCAgwrap Apps/Disaster		1
tile/subsurface drain (feet)		
acreage operations assisted (WUP)		459
telephone assistance		**64**
walk-in clients assisted		32
Acres of Maps for clients		**3478**
Creek miles inspected		6
Total Removed (Beaver 76) (Nutria 32)		

Angie B. Quinn

signature

Friday, April 28, 2023



MILEAGE REPORT		
2005 Chevy	1GCEK14V85Z321377	100,879
2007 Chevy	1GCEK19C97Z625098	136,210
2016 Ford F150	1FTEW1E86GFC68020	50,445

DUPLIN COUNTY SOLID WASTE
YEAR END CATEGORY TOTALS
2022-2023

CATEGORY	DESCRIPTION	JULY '22	AUG '22	SEPT '22	OCT '22	NOV '22	DEC '22	JAN '23	FEB '23	MAR '23	APR '23	MAY '23	JUN '23	TOTALS
**	GARBAGE	3193.38	3499.39	2993.90	3249.68	3093.87	2964.89	3423.95	3052.70	3446.48	3165.93	0.00	0.00	32084.17
6	SCRAP METAL	49.06	54.01	41.25	45.35	40.19	32.19	50.77	36.87	56.07	47.54	0.00	0.00	453.30
19	YARD WASTE	70.28	92.96	109.73	124.34	71.15	91.03	135.91	96.69	112.22	90.95	0.00	0.00	995.26
20	BRICKS, ETC.	46.36	57.04	32.72	35.49	57.57	80.52	4.48	81.41	111.13	13.85	0.00	0.00	520.57
34	MIXED RECYCLABLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TIRES	62.83	83.16	75.60	62.72	76.31	52.29	59.75	51.01	98.38	59.48	0.00	0.00	681.53
40	MIXED PAPER	11.14	13.76	12.74	10.04	11.87	13.61	15.23	11.61	12.01	11.67	0.00	0.00	123.68
42	GLASS	11.60	16.90	9.81	13.84	10.53	13.41	20.08	3.35	21.51	16.59	0.00	0.00	137.62
44	CARDBOARD	11.60	9.41	11.24	12.05	10.99	16.08	13.67	9.58	14.92	9.89	0.00	0.00	119.43
47	PLASTIC	3.99	4.60	4.24	3.95	3.86	3.71	4.56	3.63	4.26	3.32	0.00	0.00	40.12
48	CANS	2.78	0.37	2.40	3.40	1.41	1.15	3.46	0.71	2.50	0.96	0.00	0.00	19.14
109	ELECTRONICS	0.41	1.36	1.23	1.13	1.47	1.93	2.23	0.51	0.06	1.02	0.00	0.00	11.35
***	STORM GARBAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	BLOCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119/124	YARD WASTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS		3463.43	3832.96	3294.86	3561.99	3379.22	3270.81	3734.09	3348.07	3879.54	3421.20	0.00	0.00	35186.17
	TOTAL MSW	3193.38	3499.39	2993.90	3249.68	3093.87	2964.89	3423.95	3052.70	3446.48	3165.93	0.00	0.00	32084.17

** GARBAGE Includes - Garbage, Site Garbage, Site Bulky, C&D, Roadside, No Chg MSW, Shingles, Banned Materials

*** STORM GARGAGE Includes - Garbage, C&D, Shingles, Materials From

0411

DUPLIN COUNTY SOLID WASTE
MONTHLY CATEGORY TOTALS

APRIL '23	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Site 13	Site 14	Site 15	Totals
Electronics													0.50			**0.50**
Site Garbage	42.48	22.67	42.81	45.01	32.96	47.40	36.51	28.84	28.13	32.02	31.61	26.11	57.87	5.69	39.56	**519.67**
Site Bulky	6.46	2.84	17.04	22.73	8.84	18.73	7.19	11.10	8.76	17.72	5.98	39.88	31.25	1.63	32.26	**232.41**
Mixed Paper	0.76	0.37	1.06	0.96	0.71	1.11	0.37	0.65	0.46	0.73	1.38	0.88	1.16	0.53	0.54	**11.67**
Glass		2.82			2.86					2.68		2.26	2.48		2.72	**15.82**
Cardboard	0.53	0.38	0.46	1.05	0.69	0.94	0.45		0.39	0.46	0.57		1.14	0.45	0.91	**8.42**
Plastics	0.25	0.28	0.17	0.44	0.19	0.45		0.30	0.21		0.26		0.54		0.23	**3.32**
Cans												0.61	0.35			**0.96**
Metal	3.21		3.73	4.05	3.86	3.91	2.97	1.79	2.98	1.05	2.56	3.05	5.63		3.57	**42.36**
Totals	**53.69**	**29.36**	**65.27**	**74.24**	**50.11**	**72.54**	**47.49**	**42.68**	**40.93**	**54.66**	**42.36**	**72.79**	**100.92**	**8.30**	**79.79**	**835.13**
Private Sector																
Electronics	0.52						**Citations:**		$500.00							
Yard Waste	90.95															
Concrete	13.85						**Duplin Commons**									
Construction	701.57						Paper									
Roadside	10.69						Cardboard									
Tires	59.48						Plastics									
Garbage	1615.26						No Chge MSW		9.24							
Mixed Paper							**TOTAL**		9.24							
Glass	0.77															
Cardboard	1.47															
Plastic																
Cans																
Metal	5.18															
No Chg MSW	5.70															
Mixed Loads	71.39															
TOTAL	**2576.83**															

Maintenance Type				Solid Waste Disposal			Collections			Water		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	1431.83	25.94	1457.77	1044.16	12.97	1057.13						
Def Refuel	542.85		542.85	308.1		308.1	154.05		154.05			
Diesel Truck Service												
Diesel Equipment Service	429.69	51.86	481.55									
Garage Road Call	213.99	25.93	239.92									
General Repair	4003.22	933.53	4936.75	273.8	246.35	520.31	740.29	129.66	869.95	75.71	25.94	101.65
Oil Change/Service	1272.95	337.14	1610.09							101	77.81	178.81
Outside Repairs	10149.2		10149.2									
Alignment Only												
Parts Only												
State Inspection	7.65	51.88	59.53	0.85	12.97	13.82	170	25.94	27.64	149.58	12.97	13.82
Tire Change	3867.51	90.79	3958.3	867.94	64.85	932.79	75.77	12.97	88.74			
Tire Repair	260.82	25.94	285.96		25.94	25.94				149.58	12.94	162.55
Wrecker Call	270		270									
Strip Vehicle												
Total	22449.71	1543.01	23991.92	2494.85	363.08	2858.09	1140.11	168.57	1140.38	475.87	129.66	456.83

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Maintenance Type	Transportation			EMS			MAINTENANCE			ENVIRONMENTAL		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors				174.44		174.44						
Def Refuel				13.55		13.55						
Diesel Truck Service												
Diesel Equipment Service												
Garage Road Call		25.93	25.93									
General Repair	942.57	64.84	1007.41	396.35		396.35						
Oil Change/Service	213.62	259.33	472.95	240.75		240.75						
Outside Repairs												
Alignment Only												
Parts Only												
State Inspection	0.85	12.97	13.82	0.85		0.85						
Tire Change				763.72		763.72						
Tire Repair				245.38		245.38				65.85		65.85
Wrecker Call	85		85				85		85			
Strip Vehicle												
Total	1242.04	363.07	1605.11	1835.04	0	1835.04	85	0	0	65.85	0	65.85

Maintenance Type	Airport			EMERGENCY MANAGEMENT			ANIMAL CONTROL			SOCIAL SERVICES		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors												
Def Refuel	39.5		39.5									
Diesel Truck Service												
Diesel Equipment Service												
Garage Road Call												
General Repair										397.37		397.37
Oil Change/Service				32.6		32.6	58.55		58.55	30.65		30.65
Outside Repairs												
Alignment Only												
Parts Only												
State Inspection							0.85		0.85			
Tire Change				190.14		190.14						
Tire Repair				5.64		5.64						
Wrecker Call												
Strip Vehicle												
Total	39.5	0	39.5	228.38	0	228.38	59.4	0	59.4	428.02	0	428.02

Maintenance Type	Sheriff			PARKS & REC			CONTAINERS			INSPECTIONS		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	212.38		212.38									
Def Refuel												
Diesel Truck Service												
Diesel Equipment Service												
Garage Road Call	118.2		118.2	95.79		95.79		414.88	414.88			
General Repair	1148.97		1148.97									
Oil Change/Service	398.17		398.17									
Outside Repairs	10149.2		10149.2									
Alignment Only												
Parts Only												
State Inspection	2.55		2.55									
Tire Change	1754.51		1754.51									
Tire Repair												
Wrecker Call												
Strip Vehicle												
Total	13783.98	0	13783.98	95.79	0	95.79	0	414.88	414.88	0	0	0

Maintenance Type				Solid Waste Disposal			Collections			Water		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	1852.25	90.76	1943.01							88.98	51.86	140.84
Def Refuel	559.8		559.8	386		386	161.95		161.95			
Diesel Truck Service	816.32	103.72	920.04	816.32	103.72	920.04	391.12	77.8	468..92			
Diesel Equipment Service												
Garage Road Call	375.84	25.93	401.77									
General Repair	5821.42	1011.33	6832.75	2661.01	816.83	3477.84						
Oil Change/Service	2258.37	622.37	7880.74				43.16	51.87	95.03	101.37	142.62	243.99
Outside Repairs	929.16	12.97	942.13									
Alignment Only	900		900									
Parts Only	10.49		10.49									
State Inspection	30.6	38.91	69.51							1.7	25.94	27.64
Tire Change	12717.18	259.39	12976.57	5058.93	142.66	5201.59	1763.04	51.88	1814.92			
Tire Repair	1.74	12.97	14.71							0.58	12.97	13.55
Wrecker Call	895		895	525		525						
Strip Vehicle												

Total	27168.17	2178.35	34346.52	9447.26	1063.21	10510.47	2359.27	181.55	2071.9	192.63	233.39	426.02
Maintenance Type	Transportation			EMS			MAINTENANCE			HOUSEKEEPING		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	116.64	38.9	155.54	132.29		132.29						
Def Refuel				11.85		11.85						
Diesel Truck Service												
Diesel Equipment Service												
Garage Road Call		25.93	25.93									
General Repair	211.77	77.8	289.57	595.56		595.56	206.37		206.37			
Oil Change/Service	264.52	427.88	692.4	329.38		329.38	42.7		42.7	28.86		28.86
Outside Repairs	55		55									
Alignment Only				675		675						
Parts Only							10.49		10.49			
State Inspection				1.7		1.7						
Tire Change	1559.54	64.85	1624.3	508.76		508.76						
Tire Repair							0.58		0.58			
Wrecker Call				370		370						
Strip Vehicle												

Total	2207.47	635.36	2842.74	2624.54	0	2624.54	260.14	0	0	28.86	0	28.86
Maintenance Type	Airport			EMERGENCY MANAGEMENT			INSPECTIONS			FIRE MARSHALL		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors										34.99		34.99
Def Refuel												
Diesel Truck Service												
Diesel Equipment Service												
Garage Road Call												
General Repair	133.17	38.9	172.07	326.38		326.38						
Oil Change/Service				91.78		91.78	42.76		42.76	39.42		39.42
Outside Repairs												
Alignment Only												
Parts Only												
State Inspection	0.85	12.97	13.82	0.85		0.85	0.85		0.85	0.85		0.85
Tire Change												
Tire Repair							0.58		0.58			
Wrecker Call												
Strip Vehicle												

Total	134.02	51.87		185.89	419.01	0	419.01	44.19	0	44.19	75.26	0	75.26		
Maintenance Type	Sheriff				PARKS & REC			Garage			INSPECTIONS				
	Part Cost	Labor Cost		Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost		
Brakes & Rotors	1454.09			1454.09							25.26		25.26		
Def Refuel															
Diesel Truck Service															
Diesel Equipment Service															
Garage Road Call	375.84			375.84											
General Repair	1081.17			1081.17	196.89		196.89								
Oil Change/Service	1095.92			1095.92	53.84		53.84				24.86		24.86		
Outside Repairs	171.57			171.57											
Alignment Only															
Parts Only															
State Inspection	21.25			21.25	0.85		0.85	0.85		0.85	0.85		0.85		
Tire Change	3374.71			3374.71	452.2		452.2								
Tire Repair															
Wrecker Call															

Strip Vehicle															
Total	7574.55	0		7574.55	703.78	0	703.78	0.85	0	0.85	50.97	0	50.97		
Maintenance Type	Events										Parks and Rec				
	Part Cost	Labor Cost		Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost		
Brakes & Rotors															
Def Refuel															
Diesel Truck Service															
Diesel Equipment Service															
Garage Road Call															
General Repair															
Oil Change/Service															
Outside Repairs															
Alignment Only															
Parts Only															
State Inspection															
Tire Change															
Tire Repair															
Wrecker Call															

Strip Vehicle													
Total			0	0		0	0	0		0		0	0	0

	Call Volume	Telecommunicators (includes Supervisor)	Peak Dispatchers	Admin Staff	Dispatch Per Population	Per Dispatcher Answer
Lenoir	75,000	5	0	2	10,941	3,750
Sampson	90,000	4	2	2	11,798	4,500
Pender	94,000	4	1	2	15,958	5,875
Duplin	95,000	5	0	2	9,703	4,750
Wayne	100,000	6	2	3	6,250	3,571
Onslow	172,000	7	1	3	22,942	5,733

CAD	**Jan**	**Feb**	**Mar**	**April**	**Total**	
2022	6846	6748	7867	8560	30021	
2023	8095	8162	9023	9043	34323	(+/-) 14% increase

Phone Calls 2022	911 Calls	Admin Calls	
Lenoir	53,039	109,261	162,300
Duplin	34,000	60,000	94,000
Sampson			130,000
Wayne			150,000

Population		
Warsaw	2,683	
Wallace	3,315	5,998 (+/-12%)

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