



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, October 4th, 2021

224 Seminary Street

Kenansville, NC 28349

- 6:00 p.m.** Meeting Called to Order
- Invocation
- Pledge of Allegiance
- Approval of Meeting Agenda
- Approval of Minutes - Regular Meeting held on September 20th, 2021 (A)

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendment Journal Entry Report (B)
2. Tax and Solid Waste Releases- # 18834-18864 (C)
3. Patient Management Services Agreement between Duplin County and Piedmont Pharmaceutical Care Network, LLC (D)

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report (E)

REGULAR AGENDA ITEMS OF BUSINESS

- 6:05 p.m.** Public Comments (limited to three (3) minutes per speaker)
- 6:10 p.m.** Davis Brinson, County Manager/ Clerk to the Board
Road/Highway Concerns

- 6:15 p.m.** Davis H. Brinson, County Manager/Clerk to the Board
Request a Public Hearing be Scheduled Regarding the Naming of a Lane in the
Rockfish Township **(F)**
Conduct a Public Hearing Regarding the Naming of a Lane in the Limestone
Township **(G)**
Conduct a Public Hearing Regarding the Naming of a Lane in the Glisson
Township **(H)**
- 6:20 p.m.** Melisa S. Brown, Services for the Aged
Senior Health Insurance Information Program (SHIIP) Base Grant Funds FY
2021- 2022 **(I)**
- 6:25 p.m.** Brandon McMahon, EMS Director
Request Approval of Short Form Lease Agreement with Stryker Sales, LLC for
Cardiac Monitors **(J)**
- 6:30 p.m.** Mike Barnette, McDavid Associates
Conduct a Public Hearing Regarding the 2021 Community Development Block
Grant – Neighborhood Revitalization (CDBG-NR) Application **(K)**
- 6:35 p.m.** Tim Wilson, County Attorney
Purchase of Parcel #13-233 (212 & 214 Duplin Street) in the Town of
Kenansville, N.C. by Duplin County **(L)**
- 6:40 p.m.** Gary Rose, Tax Administrator
Request the Sale of Surplus Property - Parcel 11-E110 in Rose Hill Township **(M)**
Request Adoption of a Resolution Delaying the Next Scheduled Revaluation from
January 1, 2022 to January 1, 2023 **(N)**
- 6:50 p.m.** Davis H. Brinson, County Manager/Clerk to the Board
Announcements

CLOSED SESSION

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

RECESS

The Board will be in recess until Tuesday, October 5th, at 7:30 a.m. for a Joint Meeting between the Board of County Commissioners and the James Sprunt Community College Board of Trustees in the Ed Emory Auditorium located at 165 Agriculture Drive, Kenansville, NC.



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, October 4th, 2021

224 Seminary Street

Kenansville, NC 28349

INFORMATION BULLETIN

TO: Commissioner Branch
Commissioner Dowe
Commissioner Edwards
Commissioner Garner
Commissioner Thompson

FROM: Davis H. Brinson, County Manager/Clerk to the Board

DATE: Monday, October 4th, 2021

SUBJECT: Commissioner's Meeting

1. Meeting Called to Order by Chairman Edwards
2. Invocation given by _____
3. Pledge of Allegiance to the Flag of the United State of America
1. Approval of Agenda for tonight's meeting. Members of the Board and/or the County Manager/Clerk to the Board may request to make any changes or additions to the proposed agenda.

RECOMMENDATION: Motion to approve the meeting agenda.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

2. Approval of the minutes of the September 20th, 2021 meeting of the Board of Commissioners. (A)

RECOMMENDATION: Motion to approve the minutes of the September 20th, 2021 Board of Commissioners meeting as presented.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendment Journal Entry Report (B)
2. Tax and Solid Waste Releases- # 18834-18864 (C)
3. Patient Management Services Agreement between Duplin County and Piedmont Pharmaceutical Care Network, LLC (D)

RECOMMENDATION: Motion to approve the consent agenda.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report (E)

AGENDA

1. Public Comments (limited to three (3) minutes per speaker)
2. Mr. Davis H. Brinson, County Manager and Clerk to the Board, will appear before the Board to receive any road and/or highway concerns on behalf of the NC Dept. of Transportation.
3. Davis H. Brinson, County Manager/Clerk to the Board will appear before the Board to request that a public hearing be scheduled for November 1st, 2021 to receive public comments on a request received from Mark Teachey to name a new lane in the 900 block of

Wellstown Road; Teachey, NC in Rockfish township.: Rodriguez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance. **(F)**

RECOMMENDATION: Motion to approve the request that public hearing to be scheduled on November 1, 2021 to receive public comments on a request received from Mark Teachey to name a new lane in the 900 block of Wellstown Road; Teachey, NC in Rockfish township.: Rodriguez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

4. Davis H. Brinson, County Manager/Clerk to the Board will appear before the Board to conduct a public hearing regarding a request from Nicholas Walsh to name a new lane at 238 Lester Houston Road; :Pink Hill, NC; in the Limestone Township: Grands Lane in accordance with the Duplin County Addressing and Road Naming Ordinance. **(G)**

CONDUCT PUBLIC HEARING: Chairman Edwards will conduct a Public Hearing

RECOMENDATION: Motion to approve the request from Nicholas Walsh to name a new lane at 238 Lester Houston Road; :Pink Hill, NC; in the Limestone Township: Grands Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

5. Davis H. Brinson, County Manager/Clerk to the Board will appear before the Board to conduct a public hearing regarding a request from Frederico Rangel to name lane at 740 Kinsey Mill Road; Mt. Olive, N.C.; Glisson Township: Juantia Hernandez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance. **(H)**

CONDUCT PUBLIC HEARING: Chairman Edwards will conduct a Public Hearing

RECOMENDATION: Motion to approve the request from Frederico Rangel to name lane at 740 Kinsey Mill Road; Mt. Olive, N.C.; Glisson Township: Juantia Hernandez Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

6. Melisa S. Brown, Director of Services for the Aged, will appear before the Board to discuss the Senior Health Insurance Information Program (SHIIP). The Services for the Aged Department will use these federal funds to counsel beneficiaries and caregivers about Medicaid, Medicare supplements and prescription drugs. The agency will provide outreach and educational opportunities to the community. It is being requested that Services for the Aged Director Melisa S. Brown be allowed to complete the DocuSign documents for the FY

2021-22 contract between Duplin County and the NC Department of Insurance SHIIP Division in order to accept the grant funds and also for approval of any associated necessary budget amendment. **(I)**

RECOMMENDATION: Motion to accept Senior Health Insurance Information Program funds in the amount of \$3,700 on behalf of the Services for the Aged Department, to authorize Director Melisa S. Brown to complete the DocuSign documents for the FY 2021-22 contract between Duplin County and the NC Department of Insurance SHIIP Division and to approve any associated necessary budget amendment.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

7. Brandon McMahon, Emergency Medical Services (EMS) Director, will appear before the board to request the approval of a Short Form Lease Agreement with Stryker Sales, LLC. The emergency medical services (EMS) Department was budgeted funds in the FY22 Budget to acquire fourteen (14) new Lifepak 15 Version 5 cardiac monitors/ defibrillators to replace the monitors currently in our inventory which were purchased in 2014 and have exceeded their five (5) year life expectancy. The EMS Director requests that he board approve the short form lease agreement with the Stryker sales, LLC for the monitors/ defibrillators for a term of five (5) years with an annual payment of \$70,396.58. The agreement and associated forms have been approved by the County Attorney and the county's insurance carrier. **(J)**

RECOMMENDATION: Motion to approve the short form lease agreement between Stryker Sales, LLC and Duplin County for fourteen (14) Lifepak 15 cardiac monitors/ defibrillators for the EMS Department and authorize the Chairman to sign the lease agreement and all associated documents.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

8. Mike Barnette, Grant Programs Manager with McDavid Associates, Inc., will appear before the board to discuss the 2021 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) public hearing No. 2. The Rural Development Division of the NC Department of Commerce has announced the availability of Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) funds for activities within the County. The initial Public Hearing was conducted on September 20, 2021, and the October 4, 2021, is the second required public hearing. The County intends to apply for \$750,000 to assist low-moderate income homeowners. The program will replace two dilapidated homes and rehabilitate five deteriorated homes at scattered sites in the county. The program will also address required HUD compliance requirements such as Citizen Participation, Environmental, Section 3, Language access and Section 504 (ADA). Attached are a Resolution and a Citizen Participation Plan which are required parts of the application. The Program does not require a local match; however, some level of local funding may help the application scoring in some situations such as a tiebreaker. Staff recommends an \$8,000 match over a period of (three) 3 budget years. Applications are due by October 14, 2021. **(K)**

CONDUCT PUBLIC HEARING: Chairman Edwards will conduct a Public Hearing

RECOMMENDATION No. 1: Motion to adopt Resolution to authorize Duplin County to submit a formal application to the North Carolina Department of Commerce for 2021 Community Development Block Grant – Neighborhood Revitalization funds with a local commitment into the program of \$8,000 to benefit low-moderate income owner-occupied housing within the County and to approve the CDBG Citizen Participation Plan.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

RECOMMENDATION No. 2: Motion to adopt Resolution to authorize Duplin County to submit a formal application to the North Carolina Department of Commerce for 2021 Community Development Block Grant – Neighborhood Revitalization funds to benefit low-moderate income owner-occupied housing within the County and to approve the CDBG Citizen Participation Plan.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

9. Tim Wilson, County Attorney, will appear before the Board to discuss the County’s purchase offer on Parcel #13-233 in the Town of Kenansville, North Carolina. The County has entered into an offer to purchase Parcel #13-233, located at 212 and 214 Duplin Street in Kenansville, NC, contingent upon approval by the Board of Commissioners. The agreed upon price for the property is \$250,000.00. **(L)**

RECOMMENDATION: Motion to approve the county’s purchase of Parcel #13-233 located at 212 and 214 Duplin Street in Kenansville, NC for the price of \$250,000.00, and to authorize the County Manager or the County Attorney to execute all related closing documents.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

10. Mr. Gary Rose, Tax Administrator, will appear before the Board to request the sale of surplus property, Parcel # 11-E110 located off of US Hwy 117; Rose Hill, N.C.; Rose Hill Township. A bid was submitted on September 23, 2021 in the amount of \$2,500.00 by Wray B. Register, Jr. for this parcel of land Duplin County obtained through foreclosure on September 13, 2017. This bid is less than the original bid amount of \$2,954.00. The current tax value for this parcel is \$2,500.00. The Board may accept the bid and go through the process of selling this property as set forth in NCGS §160A-269 or they may reject the bid. **(M)**

RECOMMENDATION No. 1: Motion to accept the bid on surplus property, Parcel # 11-E110 located off of US Hwy 117; Rose Hill, N.C.; Rose Hill Township in the amount of \$2,500 from Wray B Register, Jr., and go through the negotiated bid process set forth in NCGS §160A-269.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

RECOMMENDATION No. 2: Motion to reject the bid on surplus property, Parcel # 11-E110 located off of US Hwy 117; Rose Hill, N.C.; Rose Hill Township in the amount of \$2,500 from Wray B Register, Jr.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

11. Mr. Gary Rose, Tax Administrator, will appear before the Board to request that the County's property tax revaluation be pushed back one (1) year. Due to various problems associated with the conversion of the real estate data information from the old tax software used by the Tax Office to the newly purchased tax software, the Tax Administrator is requesting the effective date of the next revaluation be changed from January 1, 2022 to January 1, 2023. This one (1) year delay will allow for a much more accurate and qualified revaluation process. (N)

RECOMMENDATION: Motion to approve the Resolution to Delay Duplin County's Next Scheduled Revaluation from January 1, 2022 to January 1, 2023 and to implement subsequent reappraisals every four years.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

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

Motion to go out of open session and into closed session.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

Motion to go out of closed session and back into open session.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

13. Davis H. Brinson, County Manager/Clerk to the Board will appear to make general announcements and updates.



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, September 20th, 2021

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, September 20th, 2021 in the Commissioners Room located at 225 Seminary Street, Kenansville, NC.

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

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

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Thompson. Prior to the invocation, Commissioner Thompson asked members of the Board as well as those in attendance to participate in a moment of silence in memory of Timothy Wayne "Tim" Smith who passed away on Sept. 14, 2021. Mr. Smith served Duplin County as County Attorney (1992-2005), County Commissioner (2010-14), Chairman to the Board (2012-13), and District Court Judge of the 4th Judicial District (2019-20). 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

Chairman Edwards asked if the members of the Board approved of the proposed meeting agenda and if any member or the County Manager/Clerk to the Board wished to make any changes or additions to the agenda.

Mr. Davis Brinson, County Manager, requested that the board add a closed session pursuant to N.C.G.S 143-318.11 (a) (3) for legal matters pertaining to the Duff Creek Community Building.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the September 20th, 2021 meeting agenda with the addition of the closed session for legal matters.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the minutes of the September 7th, 2021 Board of Commissioners meeting.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve consent agenda, which included the following: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 18812-18833; Tax and Solid Waste Releases (Corrected)- 18561-18701; Addendum to 08 September 2020 Contract for Stream Debris Removal between Duplin; County and Jerry Hall D/B/A Hall's Tree Service; NC DPS Community Programs - County Funding Plan for Juvenile Crime Prevention Council Funds Fiscal Year 2021-22; Memorandum of Agreement between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation; and Bad Debt and Deceased Write Off for Duplin County Health Dept.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report
2022 Duplin County Board Meetings and Holiday Calendar

REGULAR MEETING AGENDA

Public Comments

Roger Davis, of Calypso, appeared before the Board during public comments to express his support for the adding of water lines along Bradshaw Crow Road and Emmet Jackson Road to supply county water. He advised that the water line extension would serve “twenty-

nine (29) residents, one (1) labor camp, and one (1) poultry farm,” in the extreme northwestern portion of the County.

Angela B. Mainor, of the Town of Warsaw, appeared during public comments to thank the Board for the bonus that was gifted to Duplin County employees by means of ARPA Funds for their hard work and dedication through the COVID-19 pandemic.

End Public Comments

Mike Barnette, Grant Programs Manager with McDavid Associates, Inc., appeared before the board to discuss the 2021 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) public hearing No. 1. The Rural Development Division of the NC Department of Commerce has announced the availability of CDBG-NR funds for activities within the County. The program must be centered around housing. Mr. Barnette explained that the program is centered around renovation and replacement of substandard housing for low-moderate income populations standard housing, and most the funding must be used for LMI owner housing. Funds can be used for the following purposes: to address housing and other public utility, street & drainage conditions within a neighborhood, on a scattered site basis, or for emergency housing repairs; for construction, reconstruction, rehabilitation or installation of public facilities in support of housing or improvement, removal of architectural barriers, promote energy efficiency; for senior and community/ neighborhood/ recreational center, parks & playgrounds; to provide shelter for persons having special needs such as shelters for the homeless, convalescent homes, hospitals, nursing homes, battered spouse shelters, half-way houses for runaway children, drug offenders or parolees, group homes for the mentally challenged/disabled, & temporary housing for persons; for Water & Sewer connections for LMI persons to lines not constructed with CDBG funds; and for Emergency Housing Repairs. The maximum grant request is \$750,000. The Program does not require a local match; however, some level of local funding may help the application scoring in some situations such as a tiebreaker. Applications are due by October 14, 2021. The Board of Commissioners must conduct two (2) public hearings prior to submission of an application. The September 20, 2021, hearing is the first public hearing, and the purpose is to receive public comment about possible application activities. The second, which is tentatively scheduled for October 4, 2021, is to explain to the public the contents of the proposed application.

Chairman Edwards opened and conducted a Public Hearing to Receive Public Comments on Possible Application Activities for the 2021 Community Development Block Grant – Neighborhood Revitalization Program.

No public comments were made.

Laura Jones, Library Director, appeared before the board to present the NC Humanities Grant for Digital Preservation. The library has been awarded a \$15,000 grant from NC Humanities for their digital preservation of genealogy artifacts and documents donated from the Mary Hester Powell estate in Warsaw NC. This collection includes more than 50 years of genealogy research and documentation for five (5) Duplin County families. The equipment

purchased for this project will belong to the library and be used for future digitization projects.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to accept \$15,000 in American Rescue Plan Humanities Grant from North Carolina Humanities on behalf of the Duplin County Library System and to approve the associated budget amendment.

Joe McKemey, Project Engineer with McDavid Associates, Inc., appeared before the board to request the extension of water lines along Emmett Jackson and Bradshaw Crow Roads and need for an hydraulic analysis to be conducted. Approximately twenty (20) residents have requested water service along Emmett Jackson Road and Bradshaw Crow Road in the northwestern corner of the County. Before moving forward with funding for this project, a hydraulic analysis is needed to determine the available water supply and pressure at this area of the County. If available supply and pressure is inadequate, additional lines and facilities will need to be planned in conjunction with the water line extension. McDavid Associates, Inc. is requesting \$6,000 in compensation for performing the hydraulic analysis and report.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to authorize McDavid Associates, Inc. to proceed with a hydraulic analysis of the water system to help determine the feasibility and cost to serve Emmett Jackson Road and Bradshaw Crow Road with County water.

Joe McKemey, Project Engineer with McDavid Associates, Inc., appeared before the Board to make a PowerPoint presentation that gave an overview of the Duplin County Water System. He went on to discuss the need to consider the construction of a new water supply well for the Duplin County Water System to support the future expansion and growth of the system. Mr. McKemey respectfully requested approval to apply for USDA- Rural Development funding. The project cost is estimated at \$1,243,500.00 as shown on a preliminary cost estimate that was provided to the Board and County staff.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve for Duplin County to apply for USDA—Rural Development funds for the construction of a new water supply well.

Donna Brown, Water Department, appeared before the board to request that Water Tanks C1 (1607 Deep Bottom Road; Chinquapin, NC), D1 (182 Southpark Drive; Wallace, NC), and E1 (1028 Penny Branch Road; Warsaw, NC) be repainted. The tanks need to be repainted every 15 to 20 years. C1 has not been repainted since it was installed in 2001. The last time the tank pressured washed was in 2019. If C1 tank is pressure washed again it will leave bare spots on the tank. D1 tank was erected in 1997 and repainted in 2005. The paint that was used in 2005 has lasted longer than the original paint, but it needs it again. E1 Tank was erected in 1997 and was also painted in 2005 and needs to be repainted. The tanks will have the new Duplin County logo painted on them. The tanks are at West Park, South Park and Chinquapin. The total cost of the project is \$206,597.00.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to enter into a contract with Southern Corrosion in the amount of \$206,597.00 to perform exterior renovations including the repainting of three (3) Duplin County Water Department elevated water storage tanks, specifically C1 Tank, D1 Tank, and E1 Tank.

Matthew Barwick, Emergency Management Director/ Fire Marshal, appeared before the board to present the updated Fire protection and prevention ordinance. The previous Fire Protection and Prevention Ordinance was adopted in 2010. Updating this ordinance is warranted by changes in statutes, verbiage, references, and to remain current in fee schedules and services provided.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to approve the updated Fire Prevention and Protection Ordinance as presented by the Fire Marshal and authorize the Chairman to sign same.

Matthew Barwick, Emergency Management Director/ Fire Marshal, appeared before the board to present the updated Emergency Management Ordinance. The previous Emergency Management Ordinance was adopted in 1983. Updating this ordinance is warranted by changes in statutes, verbiage, references, and to remain current in fee schedules and services provided.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the updated Emergency Management Ordinance as presented by the Emergency Management Director and authorize the Chairman to sign same.

Matthew Barwick, Emergency Management Director/ Fire Marshal, appeared before the board to request approval of a change in the Oak Wolfe Fire District. The Fire Marshal has identified approximately thirty (30) structures whose owners would benefit from lower fire insurance premiums by being included in the Oak Wolfe Fire District. The structures are currently in the Kenansville Fire Department's response district but not in their six (6) mile insurance district as they are further than six (6) miles from the station in the Town of Kenansville. The structures are addressed on West Wards Bridge Road near Westbrook's Crossroads. This area is outside of the taxable areas of either Kenansville or Oak Wolfe Fire Departments and thus, would will not be affected by any fire tax. The Fire Marshal, the Kenansville Fire Department and the Oak Wolfe Fire Department are all in favor of this change in the fire district lines for the benefit of the property owners.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the Fire Marshal's request to change the Oak Wolfe Fire Department's response district to include structures previously in the Kenansville Fire Department's response district on West Wards Bridge Road near Westbrook's Crossroads that are within six (6) miles of the Oak Wolfe Fire Department in order that they may enjoy the benefits of being in a six (6) mile insurance rating district.

Brandon McMahon, Emergency Services Director, appeared before the board to request the approval of Short Form Lease Agreement with Stryker Sales, LLC. to acquire fourteen (14) new Lifepak 15 Version 5 cardiac monitors/ defibrillators to replace the monitors currently in our inventory which were purchased in 2014 and have exceeded their five (5) year life expectancy. However, County Attorney Tim Wilson noticed an error in the proposed lease agreement and asked that it could be removed from the agenda for further review. The Board agreed to remove the item from the agenda.

Joan Barnette, Assistant Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 01-E251 located at 113 East George Street in the Town of Warsaw, NC; Warsaw Township. A final bid was submitted on July 26, 2021 in the amount of \$4,000.00 from George Smith for this parcel of land Duplin County obtained through foreclosure on October 2, 2012. This bid is less than the original bid amount of \$4,171.00. The current tax value for this parcel is \$5,500.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to accept this final bid from George Smith in the amount of \$4,000.00 for Parcel # 01-E251 located at 113 East George Street in the Town of Warsaw, NC; Warsaw Township and to authorize the County Attorney to prepare a deed for the transfer of the property.

Tracey Simmons-Kornegay, Health Director, appeared before the board to present a retirement plaque and the Old North State Award to Lina Hernandez in recognition of her service to the citizens of Duplin County through her work at the Health Department as a foreign language (Spanish) interpreter from June 12, 2000 to August 1, 2021.

Tracey Simmons-Kornegay, Health Director, appeared before the board to present the Advancing Equity—AA 466 Funding. North Carolina Division of Public Health received funding from the Centers for Disease Control and Prevention (CDC) titled “National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and ethnic Minority Populations and Rural Communities” hereafter known as the Advancing Equity grant. This new funding initiative will address COVID-19 related health disparities and advance health equity by improving state, local, US territorial and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities. With funding from the CDC’s Advancing Equity grant, this Agreement Addendum provides funds for the Local Health Department to address COVID-19-related health disparities and advance health equity by expanding local health department capacity and services to prevent and control COVID-19 infection (or transmission) among HMPs, or other priority populations.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to accept Advancing Equity-AA 466 Funding in the amount of \$39,900

on behalf of the Duplin County Health Department and to approve the associated budget amendment.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to give an update on the state of the COVID-19 pandemic in Duplin County and well as making herself available for any questions the Board may have for her. Dr. Jon Kornegay followed her update with a Vidant Duplin Hospital COVID-19 update and mentioned that the county's hospital has had some record numbers in hospital stays due to the pandemic.

Davis H. Brinson, County Manager/Clerk to the Board will appear to receive guidance from the Board of County Commissioners on the mask/face coverings policy for County buildings and facilities. At the August 16, 2021 meeting of the Board of County Commissioners, Pamela Brame, Director of Personnel, appeared before the Board to discuss the nature of the COVID Survey that was sent out to all Duplin County employees on August 10th, 2021 for voluntary participation in order gauge employee support for face coverings/masks and to determine the reservations employees may have about the COVID vaccine, as well as other relative information. The results collectively showed positive feedback regarding how County government and its leaders have handled the response to the pandemic. Based on the results of the survey, it was determined that returning to the original mask mandate, regardless of vaccination status, would be beneficial and deemed fair by the majority of county employees who participated in the survey. A status report was given by Tracey Simmons-Kornegay, Health Director, about the status of the COVID-19, Delta variant, and general infection rates in Duplin County, per the request of Commissioner Dowe. Tracey Simmons-Kornegay also confirmed that the wearing of the mask by everyone does decrease the rate of infection of all COVID-19 variations. This mask mandate for County employees would be enforceable through the Personnel Policy and could result in disciplinary action of employees who do not adhere to this mandate. The general public will also be required to wear masks/face coverings in all County buildings, facilities and vehicles. After discussion among the Board members, the Board voted unanimously to give the County Manager the support to move forward with mandatory masks for employees and the public in County offices and facilities effective at midnight on Friday, August 20, 2021 and that the Commissioners would review the policy at the second meeting in September. Therefore, the County Manager advised the Board that he had placed this item on the agenda again per the Board's instructions for their review and discussion. The Board discussed and debated the mask policy and asked for clarification on wearing masks in County vehicles and also on wearing masks outside. The County Manager and County Attorney both answered the Board's questions regarding the mask policy. After their discussion the Board voted to continue the policy.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to continue with mandatory mask/face coverings policy for employees and the general public in County offices, facilities and vehicles until further action by the Board of Commissioners.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go into closed session pursuant to N.C.G.S 143-318.11 (a) (3) for legal matters pertaining to Duff Creek Community Center and N.C.G.S 143-318.11 (a) (5) for the possible acquisition of real property regarding Parcel No. 13-233.

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

Davis H. Brinson, County Manager/Clerk to the Board appeared before the board to make general announcements and updates. He advised the Board that the 2021 NC Muscadine Festival would be held this Saturday, September 25th at the Duplin County Events Center. He also reminded the Board that they had been invited to sit on the reviewing stand at the 101st Annual Veteran's Day celebration and parade in Warsaw on Nov. 6th.

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously to adjourn until Monday, October 4th, at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.

Davis H. Brinson
Clerk to the Board



09/29/2021 11:32
chelsey.lanier

Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgamdent ERR

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	04	2	10/05/2021		BUA 100421C	1 1				
1	4530	38403		Airport	CARES Act		.00	-13,000.00	-13,000.00	
		65-70-4530-0000-000-38403					10/05/2021			
2	4530	40121		Airport	SALARIES		152,426.00	13,000.00	165,426.00	
		65-70-4530-0000-000-40121					10/05/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	04	3	10/05/2021		BUA 100421C	1 1				
1	5300	35318		DEPARTMENT OF SOCIAL SERVICES	COVID-CPS/APS FUNDS		.00	-3,040.00	-3,040.00	
		10-50-5300-0000-000-35318					10/05/2021			
2	5300	42986		DEPARTMENT OF SOCIAL SERVICES	COVID-CPS/APS GRANT		.00	3,040.00	3,040.00	
		10-50-5300-0000-000-42986					10/05/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	04	4	10/05/2021		BUA 100421C	1 1				
1	4100	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS		-876,201.57	-3,414.38	-879,615.95	
		10-41-4100-0000-000-39951			Roll forward Museum Grant fund		10/05/2021			
2	6144	44008		MUSEUM GRANT	Grant payback		.00	3,414.38	3,414.38	
		10-60-6140-6144-000-44008			Roll forward Museum Grant fund		10/05/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	04	5	10/05/2021		BUA 100421C	1 1				
1	7549	39969		Drainage Assessment	FUND BALANCE APPROPRIATED		.00	-10,000.00	-10,000.00	
		44-45-4530-7549-000-39969			Drainage project		10/05/2021			
2	7549	41020		Drainage Assessment	PRELIMINARY ENGINEERING		.00	10,000.00	10,000.00	
		44-45-4530-7549-000-41020			Drainage project		10/05/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	04	6	10/05/2021		BUA 100421C	1 1				



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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	6 10/05/2021			BUA 100421C	1 2			
1	4141	39970		PROPERTY REVALUATION	FUND BAL PROPERTY REVAL		-169,384.00	-49,060.00	-218,444.00
		25-41-4100-4141-000-39970			Roll fwd CAMA project funds		10/05/2021		
2	4141	41991		PROPERTY REVALUATION	PROPERTY REVALUATION		23,520.00	49,060.00	72,580.00
		25-41-4100-4141-000-41991			Roll fwd CAMA project funds		10/05/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	7 10/05/2021			BUA 100421C	1 1			
1	7100	39969		Water	FUND BALANCE APPROPRIATED		-34,482.00	-206,597.00	-241,079.00
		61-70-7100-0000-000-39969			Water tank repairs		10/05/2021		
2	7130	43510		COUNTY WATER	REPAIRS BUILDING AND GROUNDS		5,500.00	68,865.66	74,365.66
		61-70-7100-7130-000-43510			Water tank repairs		10/05/2021		
3	7133	43510		DISTRICT D	REPAIRS BUILDING AND GROUNDS		19,500.00	68,865.67	88,365.67
		61-70-7100-7133-000-43510			Water tank repairs		10/05/2021		
4	7134	43510		DISTRICT E	REPAIRS BUILDING AND GROUNDS		52,000.00	68,865.67	120,865.67
		61-70-7100-7134-000-43510			Water tank repairs		10/05/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	8 10/05/2021			BUA 100421C	1 1			
1	4100	38398		GENERAL FUND	INSURANCE SETTLEMENTS		.00	-19,772.00	-19,772.00
		10-41-4100-0000-000-38398			Vehicle 869		10/05/2021		
2	4310	45100		Sheriff	CAPITAL OUTLAY		207,376.00	19,772.00	227,148.00
		10-43-4310-0000-000-45100			Vehicle 869		10/05/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	9 10/05/2021			BUA 100421C	1 1			
1	4310	39965		Sheriff	FUND BAL-FED SEIZED JUSTICE		.00	-43,686.86	-43,686.86
		10-43-4310-0000-000-39965			Carry forward		10/05/2021		

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2022 04	9	10/05/2021			BUA 100421C	1	2	
2	4310	39962	Sheriff		FUND BAL-CONCEALED HAND GUN		.00 -102,467.48	-102,467.48
	10-43-4310-0000-000-39962				Carry forward		10/05/2021	
3	4319	45100	FED SEIZED JUSTICE		CAPITAL OUTLAY		.00 43,686.86	43,686.86
	10-43-4310-4319-000-45100-				Carry forward		10/05/2021	
4	4321	42980	CONCEALED WEAPONS		PROGRAM SUPPLIES		.00 102,467.48	102,467.48
	10-43-4310-4321-000-42980				Carry forward		10/05/2021	
5	4310	39904	Sheriff		FUND BAL FINGER PRINTING FEE		.00 -8,934.69	-8,934.69
	10-43-4310-0000-000-39904				Carry forward		10/05/2021	
6	4313	43520	Finger Printing		REPAIRS & MAINTENANCE EQUIPME		8,000.00 8,934.69	16,934.69
	10-43-4310-4313-000-43520				Carry forward		10/05/2021	
7	4310	39943	Sheriff		FUND BAL FED SEIZEDCUSTOM&BORD		.00 -10,598.24	-10,598.24
	10-43-4310-0000-000-39943				Carry forward		10/05/2021	
8	4325	42980	FED SEIZED CUSTOM		PROGRAM SUPPLIES		.00 10,598.24	10,598.24
	10-43-4310-4325-000-42980				Carry forward		10/05/2021	
9	4310	39966	Sheriff		FUND BAL FED SEIZED IRS SEIZUR		.00 -6,340.00	-6,340.00
	10-43-4310-0000-000-39966				Carry forward		10/05/2021	
10	4326	42980	FED SEIZED IRS		PROGRAM SUPPLIES		.00 6,340.00	6,340.00
	10-43-4310-4326-000-42980				Carry forward		10/05/2021	
11	4310	39967	Sheriff		FUND BAL FED SEIZED ATF		.00 -.70	-.70
	10-43-4310-0000-000-39967				Carry forward		10/05/2021	
12	4327	42980	FED SEIZED ATF		PROGRAM SUPPLIES		.00 .70	.70
	10-43-4310-4327-000-42980				Carry forward		10/05/2021	
13	4100	39952	GENERAL FUND		FUND BAL CARRY OVER PROJECTS		.00 -373,192.12	-373,192.12
	10-41-4100-0000-000-39952				Carry forward		10/05/2021	
14	4100	39951	GENERAL FUND		FUND BAL CARRY FWD GRANTS		-876,201.57 -120,033.67	-996,235.24
	10-41-4100-0000-000-39951				Carry forward		10/05/2021	
15	4920	39964	Economic Development		FUND BAL-ECO DEV		.00 -16,319.45	-16,319.45
	10-49-4920-0000-000-39964				Carry forward		10/05/2021	
16	5900	46500	Education		CONT TO CAP OUTLAY HS		200,000.00 89,422.10	289,422.10
	10-59-5900-0000-000-46500				Carry forward		10/05/2021	

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	04	9 10/05/2021			BUA 100421C	1 2		
17	5900 46510		Education	10-59-5900-0000-000-46510	CONT TO CAP OUTLAY ELEM	50,000.00	283,770.02	333,770.02
					Carry forward		10/05/2021	
18	4920 49920		Economic Development	10-49-4920-0000-000-49920	ECO DEV RESGTP CLOSE OUT/WAYNE	.00	16,319.45	16,319.45
					Carry forward		10/05/2021	
19	4318 42983		NC GRANT DARE	10-43-4310-4318-000-42983	DARE SUPPLIES	.00	260.97	260.97
					Carry forward		10/05/2021	
20	4322 41990		2016 SCAAP	10-43-4310-4322-000-41990	PROFESSIONAL SERVICES	.00	5,986.02	5,986.02
					Carry forward		10/05/2021	
21	4370 45110		EMERGENCY MEDICAL SERVICES	10-43-4330-4370-000-45110	CAPITAL OUTLAYGRANT	.00	38,365.65	38,365.65
					Carry forward		10/05/2021	
22	5470 46941		ADOPTION ASSISTANCE	10-50-5300-5470-000-46941	ADOPTION PROMOTION	.00	75,421.03	75,421.03
					Carry forward		10/05/2021	
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	04	10 10/05/2021			BUA 100421C	1 1		
1	4977 39811		CATES PROPERTY	45-43-4310-4971-000-39811	TRANSFER FROM GENERAL FUND	.00	-251,259.23	-251,259.23
					Purchase of Cates project		10/05/2021	
2	4977 45100		CATES PROPERTY	45-43-4310-4971-000-45100	CAPITAL OUTLAY	.00	251,259.23	251,259.23
					Purchase of Cates project		10/05/2021	
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	04	11 10/05/2021			BUA 100421C	1 1		
1	4111 41260		Non-Departmental	10-41-4100-4111-000-41260-	OTHER PERSONNEL	679,889.00	-251,259.23	428,629.77
					Capital project transfer		10/05/2021	
2	9800 49940		INTERFUND TRANSFERS	10-98-9800-0000-000-49940	TRANSFER TO CAPITAL PROJECTS	.00	251,259.23	251,259.23
					Capital project transfer		10/05/2021	
					** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	04	12 10/05/2021			BUA 100421C	1 1		

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	12 10/05/2021			BUA 100421C	1 2			
1	5601	40121	SHIIP		SALARIES		5,381.36	-2,386.00	
	10-50-5600-5601-000-40121				Correct Aging budget		10/05/2021	2,995.36	
2	5601	40181	SHIIP		SOCIAL SECURITY		434.62	-182.00	
	10-50-5600-5601-000-40181				Correct Aging budget		10/05/2021	252.62	
3	5601	40182	SHIIP		RETIREMENT		610.80	-271.00	
	10-50-5600-5601-000-40182				Correct Aging budget		10/05/2021	339.80	
4	5601	40183	SHIIP		HOSPITAL INSURANCE		1,459.36	-677.00	
	10-50-5600-5601-000-40183				Correct Aging budget		10/05/2021	782.36	
7	5601	43110	SHIIP		TRAVEL		333.00	-133.00	
	10-50-5600-5601-000-43110				Correct Aging budget		10/05/2021	200.00	
8	5601	43250	SHIIP		POSTAGE		437.00	-37.00	
	10-50-5600-5601-000-43250				Correct Aging budget		10/05/2021	400.00	
9	5600	35602	Aging		SHIIP GRANT		-10,759.00	3,823.00	
	10-50-5600-0000-000-35602				Correct Aging budget		10/05/2021	-6,936.00	
10	4100	39969	GENERAL FUND		FUND BALANCE		-3,119,555.36	-137.00	
	10-41-4100-0000-000-39969				Correct Aging budget		10/05/2021	-3,119,692.36	
11	5601	40184	SHIIP		Life Insurance		.00	20.00	
	10-50-5600-5601-000-40184				Correct Aging budget		10/05/2021	20.00	
12	5601	42600	SHIIP		OFFICE SUPPLIES		1,532.00	31.00	
	10-50-5600-5601-000-42600				Correct Aging budget		10/05/2021	1,563.00	
13	4100	39969	GENERAL FUND		FUND BALANCE		-3,119,555.36	-51.00	
	10-41-4100-0000-000-39969				Correct Aging budget		10/05/2021	-3,119,606.36	
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	13 10/05/2021			BUA 100421C	1 1			
1	4370	40183	EMERGENCY MEDICAL SERVICES		HOSPITAL INSURANCE		731,412.00	-15,000.00	
	10-43-4330-4370-000-40183				Medic 7 repairs		10/05/2021	716,412.00	
2	4370	43510	EMERGENCY MEDICAL SERVICES		REPAIRS BUILDING AND GROUNDS		5,000.00	15,000.00	
	10-43-4330-4370-000-43510				Medic 7 repairs		10/05/2021	20,000.00	
** JOURNAL TOTAL								0.00	

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YEAR PER	JNL	ACCOUNT	JNL	REF 1	REF 2	REF 3	ACCOUNT	T	OB	DEBIT	CREDIT
SRC	EFF	DATE	DESC				LINE				
							DESC				
2022	4		2								
BUA	4530-38403						CARES Act	T	5		13,000.00
		10/05/2021	100421C								
BUA	4530-40121						SALARIES	T	5	13,000.00	
		10/05/2021	100421C								
							JOURNAL 2022/04/2			TOTAL	.00
											.00
2022	4		3								
BUA	5300-35318						COVID-CPS/APS FUNDS	T	5		3,040.00
		10/05/2021	100421C								
BUA	5300-42986						COVID-CPS/APS GRANT	T	5	3,040.00	
		10/05/2021	100421C								
							JOURNAL 2022/04/3			TOTAL	.00
											.00
2022	4		4								
BUA	4100-39951						FUND BAL CARRY FWD GRANTS	T	5		3,414.38
		10/05/2021	100421C				Roll forward Museum Grant fund				
BUA	6144-44008						Grant payback	T	5	3,414.38	
		10/05/2021	100421C				Roll forward Museum Grant fund				
							JOURNAL 2022/04/4			TOTAL	.00
											.00
2022	4		5								
BUC	7549-39969						FUND BALANCE APPROPRIATED	AT	5		10,000.00
		10/05/2021	100421C				Drainage project				
BUC	7549-41020						PRELIMINARY ENGINEERING	AT	5	10,000.00	
		10/05/2021	100421C				Drainage project				
							JOURNAL 2022/04/5			TOTAL	.00
											.00
2022	4		6								
BUA	4141-39970						FUND BAL PROPERTY REVAL	T	5		49,060.00
		10/05/2021	100421C				Roll fwd CAMA project funds				
BUA	4141-41991						PROPERTY REVALUATION	T	5	49,060.00	
		10/05/2021	100421C				Roll fwd CAMA project funds				
							JOURNAL 2022/04/6			TOTAL	.00
											.00
2022	4		7								
BUA	7100-39969						FUND BALANCE APPROPRIATED	T	5		206,597.00
		10/05/2021	100421C				Water tank repairs				

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YEAR PER SRC	PER ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
BUA	5900-46500	10/05/2021	100421C				T Carry forward				
BUA	5900-46510	10/05/2021	100421C				T CONT TO CAP OUTLAY HS	5		89,422.10	
BUA	4920-49920	10/05/2021	100421C				T Carry forward				
BUA	4318-42983	10/05/2021	100421C				T CONT TO CAP OUTLAY ELEM	5		283,770.02	
BUA	4322-41990	10/05/2021	100421C				T Carry forward				
BUA	4370-45110	10/05/2021	100421C				T ECO DEV RESGTP CLOSE OUT/WAYNE	5		16,319.45	
BUA	5470-46941	10/05/2021	100421C				T DARE SUPPLIES	5		260.97	
							T Carry forward				
							T PROFESSIONAL SERVICES	5		5,986.02	
							T Carry forward				
							T CAPITAL OUTLAYGRANT	5		38,365.65	
							T Carry forward				
							T ADOPTION PROMOTION	5		75,421.03	
							T Carry forward				
							JOURNAL 2022/04/9	TOTAL		.00	.00
2022	4	10									
BUC	4977-39811	10/05/2021	100421C				AT TRANSFER FROM GENERAL FUND	5			251,259.23
BUC	4977-45100	10/05/2021	100421C				AT Purchase of Cates project				
							AT CAPITAL OUTLAY	5		251,259.23	
							AT Purchase of Cates project				
							JOURNAL 2022/04/10	TOTAL		.00	.00
2022	4	11									
BUA	4111-41260	10/05/2021	100421C				T OTHER PERSONNEL	5			251,259.23
BUA	9800-49940	10/05/2021	100421C				T Capital project transfer				
							T TRANSFER TO CAPITAL PROJECTS	5		251,259.23	
							T Capital project transfer				
							JOURNAL 2022/04/11	TOTAL		.00	.00
2022	4	12									
BUA	5601-40121	10/05/2021	100421C				T SALARIES	5			2,386.00
BUA	5601-40181	10/05/2021	100421C				T Correct Aging budget				
BUA	5601-40182	10/05/2021	100421C				T SOCIAL SECURITY	5		182.00	
BUA	5601-40183	10/05/2021	100421C				T Correct Aging budget				
BUA	5601-43110	10/05/2021	100421C				T RETIREMENT	5		271.00	
BUA	5601-43250	10/05/2021	100421C				T Correct Aging budget				
							T HOSPITAL INSURANCE	5		677.00	
							T Correct Aging budget				
							T TRAVEL	5		133.00	
							T Correct Aging budget				
							T POSTAGE	5		37.00	

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YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
BUA	5600-35602	10/05/2021	100421C				T Correct Aging budget SHIIP GRANT	5	3,823.00	
BUA	4100-39969	10/05/2021	100421C				T Correct Aging budget FUND BALANCE	5		137.00
BUA	5601-40184	10/05/2021	100421C				T Correct Aging budget Life Insurance	5	20.00	
BUA	5601-42600	10/05/2021	100421C				T Correct Aging budget OFFICE SUPPLIES	5	31.00	
BUA	4100-39969	10/05/2021	100421C				T Correct Aging budget FUND BALANCE	5		51.00
		10/05/2021	100421C				T Correct Aging budget			
							JOURNAL 2022/04/12	TOTAL	.00	.00
2022	4	13								
BUA	4370-40183	10/05/2021	100421C				T HOSPITAL INSURANCE Medic 7 repairs	5		15,000.00
BUA	4370-43510	10/05/2021	100421C				T REPAIRS BUILDING AND GROUNDS Medic 7 repairs	5	15,000.00	
							JOURNAL 2022/04/13	TOTAL	.00	.00

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

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

Insura
Vehicle # 869

Sedgwick Claims Management Services, Inc
P O Box 14436
Lexington, KY 40512-4436

0002731-0010949 0106 001 341825 SWK



DUPLIN COUNTY
PO BOX 950
KENANSVILLE NC 28349

DATE	CHECK AMOUNT	CHECK NUMBER
09/21/2021	19,772.00	125439780
PAYEE	TAX ID	
DUPLIN COUNTY	None	
SCMS UNIT	PAGE	
184 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
DUPLIN COUNTY	07/19/2021	4A21071C054-0001
Amt Paid: 19,772.00	Description: Miscellaneous CL/Other	
Dates: 09/21/2021 - 09/21/2021	Comment: 4A21071C054-0001	

SWK:RM:SDM:00:NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick Claims Management Services, Inc
On behalf of
NCACC Liability and Property Pool

ORIGIN Wells Fargo Bank, N.A.
1841278

VOID AFTER 60 DAYS

DATE: 09/21/2021

125439780
62-22
311

PAY: *****NINETEEN THOUSAND SEVEN HUNDRED SEVENTY TWO AND 00/100 DOLLARS

\$19,772.00

PAY TO THE ORDER OF DUPLIN COUNTY

Bob Blankenship

[Signature]

MEMO: _____ IP

NC Counties of Liability and P, Principal
Sedgwick Claims Management Services, Inc., Agent By:

1144255407

⑈ 125439780 ⑈ ⑆ 031100225 ⑆ 2079950059703 ⑈

BA # _____

Duplin County
Budget Amendment

Department Title Airport

Department Head's Signature George Futrelle

(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 or any changes to revenue must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
To budget receipt of FAA CARES 2.0 Funds from NC Division of Aviation WBS#36237.3.16.1 to Salaries

Line Item to DECREASE	Line Item Description	Credit Amount	Line Item to INCREASE	Line Item Description	Debit Amount
4530-38403	CARES Act Funds	13,000.00	4530-40121	Salaries	13,000.00
Total		13,000.00	Total		13,000.00

Finance Signature

Date Approved:

Clanier
9/21/21

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

County	Children in Foster Care	% of Total Children in Foster Care	Dollars for Distribution
State Total	10,382	100%	\$ 1,168,799
Alamance	79	1%	\$ 8,894
Alexander	59	1%	\$ 6,642
Alleghany	44	0%	\$ 4,953
Anson	11	0%	\$ 1,238
Ashe	71	1%	\$ 7,993
Avery	27	0%	\$ 3,040
Beaufort	127	1%	\$ 14,298
Bertie	3	0%	\$ 338
Bladen	47	0%	\$ 5,291
Brunswick	182	2%	\$ 20,489
Buncombe	314	3%	\$ 35,350
Burke	223	2%	\$ 25,105
Cabarrus	138	1%	\$ 15,536
Caldwell	126	1%	\$ 14,185
Camden	4	0%	\$ 450
Carteret	73	1%	\$ 8,218
Caswell	14	0%	\$ 1,576
Catawba	251	2%	\$ 28,257
Chatham	104	1%	\$ 11,708
Cherokee	58	1%	\$ 6,530
Chowan	4	0%	\$ 450
Clay	28	0%	\$ 3,152
Cleveland	150	1%	\$ 16,887
Columbus	87	1%	\$ 9,794
Craven	100	1%	\$ 11,258
Cumberland	801	8%	\$ 90,176
Currituck	14	0%	\$ 1,576
Dare	13	0%	\$ 1,464
Davidson	134	1%	\$ 15,086
Davie	50	0%	\$ 5,629
Duplin	27	0%	\$ 3,040
Durham	303	3%	\$ 34,112
Edgecombe	45	0%	\$ 5,066
Forsyth	226	2%	\$ 25,443
Franklin	54	1%	\$ 6,079
Gaston	380	4%	\$ 42,780
Gates	-	0%	\$ -
Graham	25	0%	\$ 2,814
Granville	18	0%	\$ 2,026
Greene	21	0%	\$ 2,364
Guilford	447	4%	\$ 50,323
Halifax	8	0%	\$ 901
Harnett	164	2%	\$ 18,463

Haywood	99	1%	\$	11,145
Henderson	162	2%	\$	18,238
Hertford	5	0%	\$	563
Hoke	50	0%	\$	5,629
Hyde	10	0%	\$	1,126
Iredell	90	1%	\$	10,132
Jackson	63	1%	\$	7,092
Johnston	153	1%	\$	17,225
Jones	5	0%	\$	563
Lee	10	0%	\$	1,126
Lenoir	73	1%	\$	8,218
Lincoln	67	1%	\$	7,543
Macon	76	1%	\$	8,556
Madison	35	0%	\$	3,940
Martin	47	0%	\$	5,291
McDowell	114	1%	\$	12,834
Mecklenburg	450	4%	\$	50,661
Mitchell	44	0%	\$	4,953
Montgomery	18	0%	\$	2,026
Moore	67	1%	\$	7,543
Nash	20	0%	\$	2,252
New Hanover	303	3%	\$	34,112
Northampton	6	0%	\$	675
Onslow	159	2%	\$	17,900
Orange	65	1%	\$	7,318
Pamlico	13	0%	\$	1,464
Pasquotank	20	0%	\$	2,252
Pender	44	0%	\$	4,953
Perquimans	7	0%	\$	788
Person	85	1%	\$	9,569
Pitt	152	1%	\$	17,112
Polk	44	0%	\$	4,953
Randolph	177	2%	\$	19,927
Richmond	74	1%	\$	8,331
Robeson	374	4%	\$	42,105
Rockingham	156	2%	\$	17,562
Rowan	154	1%	\$	17,337
Rutherford	131	1%	\$	14,748
Sampson	131	1%	\$	14,748
Scotland	105	1%	\$	11,821
Stanly	33	0%	\$	3,715
Stokes	92	1%	\$	10,357
Surry	129	1%	\$	14,523
Swain	55	1%	\$	6,192
Transylvania	62	1%	\$	6,980
Tyrrell	6	0%	\$	675
Union	137	1%	\$	15,423

Vance	46	0%	\$	5,179
Wake	386	4%	\$	43,456
Warren	2	0%	\$	225
Washington	24	0%	\$	2,702
Watauga	81	1%	\$	9,119
Wayne	57	1%	\$	6,417
Wilkes	215	2%	\$	24,205
Wilson	23	0%	\$	2,589
Yadkin	80	1%	\$	9,006
Yancey	42	0%	\$	4,728

Data Source: CSDW Query - Children in Foster Care (Legacy CPPS and NCFAS Child Welfare Merged) - End of

BA # _____

Duplin County
Budget Amendment

Department Title _____ Water

Department Head's Signature _____ Donna Brown

(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:

Move funds from Enterprize Fund to repairs for Southern Corrosion to paint tanks C1, D1, and E1. Approved by the Board of Commissioners 9/20/21 Back up attached

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
66 -39969	Fund Balance	206,597.00	7130-43510	Repairs C	68,865.66
7100			7133-43510	Repairs D	68,865.67
			7134-43510	Repairs E	68,865.67
Total		206,597.00	Total		206,597.00

Finance Signature _____
Date Approved: _____

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title VARIOUS

Department Head's Signature _____

(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:
TO APPROPRIATE FUNDS FOR ROLL FORWARD RESERVED FUND BALANCES, PROJECTS AND GRANTS

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4310-39965	FUND BAL-FED SEIZED JUSTICE	43,686.86	4319-45100	CAPITAL OUTLAY	43,686.86
4310-39962	FUND BAL-CONCEALED HAND GUN	102,467.48	4321-42980	PROGRAM SUPPLIES	102,467.48
4310-39904	FUND BAL FINGER PRINTING FEE	8,934.69	4313-43520	REPAIRS & MAINTENANCE EQUIPME	8,934.69
4310-39943	FUND BAL FED SEIZEDCUSTOM&BORD	10,598.24	4325-42980	PROGRAM SUPPLIES	10,598.24
4310-39966	FUND BAL FED SEIZED IRS SEIZUR	6,340.00	4326-42980	PROGRAM SUPPLIES	6,340.00
4310-39967	FUND BAL FED SEIZED ATF	0.70	4327-42980	PROGRAM SUPPLIES	0.70
4100-39952	FUND BAL CARRY OVER PROJECTS	373,192.12	5900-46500	CONT TO CAP OUTLAY HS	89,422.10
4100- 39554 ³⁹⁹⁵¹	FUND CARRY FWD GRANTS	120,033.67	5900-46510	CONT TO CAPT OUTLAY ELEM	283,770.02
4920-39964	FUND BAL-ECO DEV	16,319.45	4920-49920	ECO DEV RESGTP CLOSE OUT/WAYNE	16,319.45
			4318-42983	DARE SUPPLIES	260.97
			4322-41990	PROFESSIONAL SERVICES	5,986.02
			4370-45110	CAPITAL OUTLAYGRANT	38,365.65
			5470-46941	ADOPTION PROMOTION	75,421.03
Total		681,573.21	Total		681,573.21

Finance Signature

Date Approved:

Nancy Christ
9/29/21

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title TRANSFERS

Department Head's Signature _____
(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 FUNDS FOR CAPITAL PROJECT TRANSFER

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
411-41260	OTHER PERSONNEL	251,259.23	9800-49940	TRANSFERS TO CAPITAL PROJECTS	251,259.23
Total		251,259.23	Total		251,259.23

Finance Signature *Nancy Christ*
Date Approved: 9/28/2021

Manager Signature _____
Date Approved: _____

Commissioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

EMS

Department Head's Signature

Brandon W. Mahon

(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:
Repairs to Medic 7

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4370-40183	Hospital Insurance	15,000.00	4370-43510	Repairs to Buidlings and Grounds	15,000.00
Total		15,000.00	Total		15,000.00

Finance Signature

Date Approved:

Clanier
9/29/21

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



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

SHIIP – MIPPA Funds – 9/24/2021
Senior Health Insurance Information Program - \$3,700.00
MIPPA funds - \$3,236.00; ECC – Mippa funds - \$0; (Roll over funds – 33.14)

Code	Description	Budgeted Amount	Revised Amount	Difference
5601-40121	Salaries	5373	2,987-B +8.36 -R 2995.36	-2,377.64
5601-40181	Social Security	411	229-B +23.62-R 252.62	-158.38
5601-40182	Retirement	610	339-B +80-R 339.80	-270.20
5601-40183	Hospital Insurance	1,459	782-B +.36-R 782.36	-676.64
5601- 40184 41860	Workers Compensation	20	20	0
5601- 40186 40184	Life Insurance	0	20	+20
5601-42600	Office Supplies	1,532	1,563	+31
5601-43110	Travel	333	200	-133
5601-43200	Communications	300	300	0
5601-43250	Postage	437	400	-37
5601-43540	Software Maintenance	96	96	0
Revenues				
5600-35602	Federal - SHIIP	10,759	6936	-3823

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: CDAP - State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services,
Administration for
Community Living

CFDA # 93.324 Fiscal Year: 2021-2022
Grant Award # 90SAPG0099-02-00 Performance Period: 7/1/2021 - 6/30/2022
Cost Center: 16001636g21 Award Amount \$ 3,700.00
Account # 536405 Federal Award Date: 03/12/2021

Contract Between

Recipient:

State of North Carolina
Department of Insurance
SHIIP Division

Subrecipient:

Name: Duplin County/Services for the Aged
County: Duplin
Tax ID/FIN# 56-6000296
DUNS # 95124798

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
 - (1) This Contract;
 - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
 - (3) Statement of Work (Attachment B)
 - (4) Line Item Budget and Budget Narrative (Attachment C)
 - (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The

Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by January 31;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31.

4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Subrecipient.

b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

- In-kind Cash
- Cash and In-kind Cash and/or In-kind

The contributions from the Subrecipient shall be source from non-federal funds.

5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23.

6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.

7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).

8. **Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.

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

For the Recipient:

Melinda Munden, Deputy Commissioner
SHIIP Division
1201 Mail Service Center
Raleigh, NC 27699-1201

Telephone: 919-807-6900

For the Subrecipient:

Melisa Brown
Duplin County/Services for the Aged
P.O. Box 928
Kenansville, NC 28349

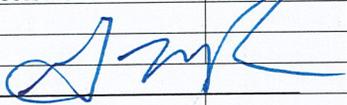
Telephone: 910-296-2140

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for SHIIP services and related programs. Funds received

LM 9-28-21
 JB 9-28-21
AGENDA

DUPLIN COUNTY
 TAX AND SOLID WASTE REQUEST
 RELEASE DATE OCTOBER 4, 2021

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
18834	ADALID, CARCAMO CASTRO	ISLAND CREEK	NORTHEAST	2019	00000208	\$ 14.30	\$ 0.40	\$ 1.80	\$ 1.65	\$ 90.00	\$ 108.15	SWMH DESTROYED BY HF '18
18835	BENSON, TONY R	LIMESTONE	EAST DUPLIN	2021	0472900	\$ 177.32	\$ 4.96	\$ 11.36			\$ 193.64	SOLD PART OF PARCEL-BILLED ENTIRE PARCEL
18836	CARROLL'S FOOD INC	WARSAW		2021	1636695	\$ 3.58	\$ 0.10		\$ 0.64		\$ 4.32	DOES NOT OWN 1987 DANE MYT
18837	CARROLL'S FOOD INC	WARSAW		2021	1636695	\$ 7.15	\$ 0.20		\$ 1.29		\$ 8.64	1998 EBY TL LISTED IN SAMSON CO
18838	CARROLL'S FOOD INC	WARSAW		2021	1636695	\$ 22.56	\$ 0.63		\$ 4.05		\$ 27.24	MYT'S LISTED IN SCOTLAND CO
18839	CASTANEDA, ALJEANDRA	MAGNOLIA	NATURAL WELLS	2021	1715829	\$ 87.30	\$ 2.44		\$ 1.77		\$ 91.51	BILLED FORMER OWNER IN ERROR
18840	CASTANEDA, ALJEANDRA	MAGNOLIA		2021	1715829					\$ 90.00	\$ 90.00	NO DWELLING
18841	CHIEF MILLING PARTNERS	ROSE HILL		2021	1852200	\$ 464.77	\$ 13.00		\$ 47.78		\$ 525.55	BILLED ON WRONG VALUE
18842	GUTHRIE, GUY B, II & WF CHRISTINA	KENANSVILLE		2021	3398995					\$ 90.00	\$ 90.00	SWF DOUBLE BILLED
18843	GUTHRIE, GUY B, II & WF CHRISTINA	KENANSVILLE		2020	3398995					\$ 90.00	\$ 90.00	SWF DOUBLE BILLED
18844	GUTHRIE, GUY B, II & WF CHRISTINA	KENANSVILLE		2019	3398995					\$ 90.00	\$ 90.00	SWF DOUBLE BILLED
18845	HILL, TAVARE DEANGELO	FAISON	GOSHEN	2021	3953357	\$ 63.71	\$ 1.78	\$ 5.79	\$ 7.13	\$ 90.00	\$ 168.41	SWMH TRADED FOR MODULAR
18846	HORNER, MICHAEL	LIMESTONE	EAST DUPLIN	2021	4114594	\$ 215.93	\$ 6.04	\$ 13.83		\$ 90.00	\$ 325.80	HOUSE REMOVED JUNE 2020
18847	JAMES, JANICE B	ISLAND CREEK		2021	4355790					\$ 90.00	\$ 90.00	HOUSE VACANT SINCE 2018
18848	JAMES, JANICE B	ISLAND CREEK		2020	4355790					\$ 90.00	\$ 90.00	HOUSE VACANT SINCE 2018
18849	JAMES, WILLIAM H	CYPRESS CREEK		2021	4389273	\$ 46.35	\$ 1.30		\$ 4.77		\$ 52.42	FARM EQUIPMENT SOLD IN 2020
18850	MURPHY BROWN LLC	WARSAW	STACY BRITT	2021	6219520	\$ 90.33	\$ 2.53	\$ 8.84	\$ 10.17		\$ 111.87	DOES NOT OWN MYTS
18851	OMEGA HOME CARE AGENCY	WARSAW		2021	6494568	\$ 8.91	\$ 0.25		\$ 1.60		\$ 10.76	BILLED IN WRONG VALUE
18852	PM ENTERPRISES OF NC LLC	MAGNOLIA	NATURAL WELLS	2021	6561393	\$ 291.01	\$ 8.14			\$ 90.00	\$ 389.15	BILLED FORMER OWNER IN ERROR
18853	PACHECO, ISMAEL	WARSAW		2021	6562818	\$ 17.60	\$ 0.49		\$ 3.16		\$ 21.25	MYT'S SOLD IN 2020
18854	PARADISE SOLUTIONS BODY SHOP	CYPRESS CREEK	CHINQUAPIN	2021	6593186	\$ 19.10	\$ 0.53	\$ 1.87	\$ 2.15		\$ 23.65	RELEASING DIFFERENCE IN VALUE BILLED
18855	PICKETT, R.L. LE	ISLAND CREEK	CHINQUAPIN	2021	6842574	\$ 185.19	\$ 5.18	\$ 18.13			\$ 208.50	BILLED FORMER OWNER IN ERROR
18856	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2021	7480560	\$ 328.19	\$ 9.18	\$ 34.43		\$ 90.00	\$ 461.80	DWMH DOUBLE LISTED
18857	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2020	7480560	\$ 328.19	\$ 9.18	\$ 34.43		\$ 90.00	\$ 461.80	DWMH DOUBLE LISTED
18858	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2019	7480560	\$ 328.19	\$ 9.18	\$ 34.43		\$ 90.00	\$ 461.80	DWMH DOUBLE LISTED
18859	ROMERO, ARTEMIO MADRIGAL	ALBERTSON	ALBERTSON	2018	7480560	\$ 328.19		\$ 34.43		\$ 90.00	\$ 452.62	DWMH DOUBLE LISTED
18860	SUTTON, JAMES GARY	FAISON		2021	8425555	\$ 238.10	\$ 6.66			\$ 90.00	\$ 334.76	HOUSE REMOVED 10/2020
18861	TAYLOR, KRISTY M	ROSE HILL		2021	8546965	\$ 62.21	\$ 1.74				\$ 63.95	BILLED FORMER OWNER IN ERROR
18862	WALL, LINWOOD R	ISLAND CREEK	NORTHEAST	2021	9007900	\$ 20.74	\$ 0.58	\$ 2.61			\$ 23.93	INCORRECT LAND CODE
18863	WSH INC	ISLAND CREEK		2017	8973500	\$ 335.67			\$ 33.57		\$ 369.24	OUT OF BUSINESS SINCE 3/2016
18864	360 FOREST PRODUCTS INC	FAISON		2019	0000061					\$ 90.00	\$ 90.00	BILLED IN ERROR
	GRAND TOTAL					\$ 3,684.59	\$ 84.49	\$ 201.95	\$ 119.73	\$ 1,440.00	\$ 5,530.76	
	SUBMITTED BY:											
	FINAL APPROVAL BY:											
	DATE APPROVED:											



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: Pam Brame, Human Resources Director	Meeting Date: 10/4/21
Subject: Consent Agenda – PPCN Contract Renewal	
<p>Summary, explanation and background:</p> <p>The last four (4) years, the Health Department and Piedmont Pharmaceutical Care Network, LLC (PPCN) have been working together to provide patient management programs for certain chronic health conditions including Diabetes, Cardiovascular Diseases, Asthma and Depression to primarily help employees control and manage these conditions, lower absenteeism and reduce health insurance claims.</p> <p>Both the Health Department and our Benefit Broker, Gallagher believe this program has been very beneficial to our employees and has saved on the county health insurance costs. I have attached a 2021 HealthMapRx Clinical and Satisfaction report for your review.</p>	
<p>Requested Action:</p> <p>Our County Attorney, Tim Wilson has reviewed the attached contract. I respectfully request that the Board of Commissioners approve the contract and the Board Chairman sign the agreement.</p>	
<p>Budget impact for this fiscal year: The total amount shall not exceed \$125,000 per year. It is my understanding that the contracted amount is already within the Health Department’s Budget.</p>	
<p>Budget impact for subsequent years: No additional monies, the contracted amount is already within the Health Department’s budget.</p>	
<p>Time needed to explain to Commissioners: None, Consent Agenda</p>	
<p>Attachments: 2021 HealthMapRx Clinical and Satisfaction report</p>	
<p>Instructions for what to do with attachments once approved: After the Board Chairman’s signature, please provide HR a copy to send to PPCN.</p>	

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.



Participant Satisfaction Survey

Duplin County Survey Results - 2021



336.899.8475
ppcn.org

Overview

On February 15, 2021, PPCN distributed a survey link via email to active Duplin County HealthMapRx™ participants. A third-party, HIPAA-compliant survey platform was used to build the survey and collect survey responses. Data collected over a two-week period includes participant demographics as well as the participant's opinion of the Program and his or her Pharmacist Care Manager. The participant was also asked to share recommendations for improving the program and any chronic condition(s) he or she would like to see included at some point. Finally, participants were given the opportunity to share personal experiences anonymously, or along with identifying contact information.



336.899.8475
ppcn.org

Response

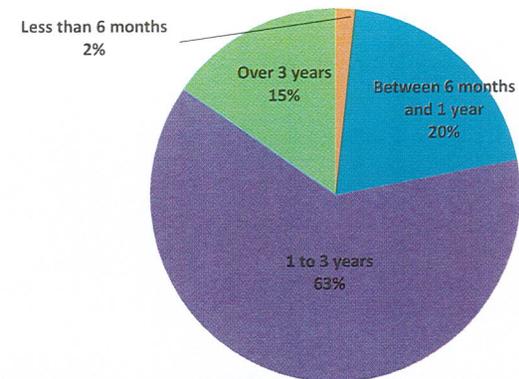
Surveys were sent to all active program participants for which an email address had been provided.

	Count	Percent
Enrollment at Survey	89	100%
Emailed Survey	82	92%
Complete Survey	57	70%
Partial Survey	2	2%
No Response/ Unsubscribed	23	28%
Total Responses	59	72%



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Length of Time in Program

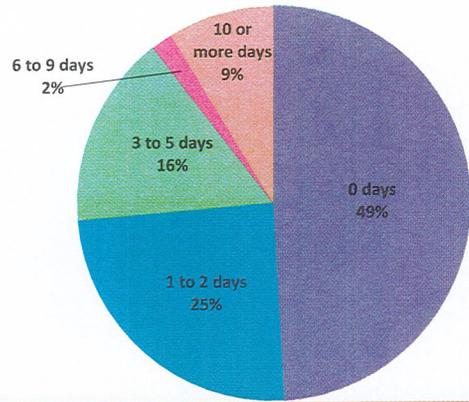


78% of respondents reported having been in the Program at least 1 year, with 15% of those participating over 3 years



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Days Missed Due to Chronic Condition

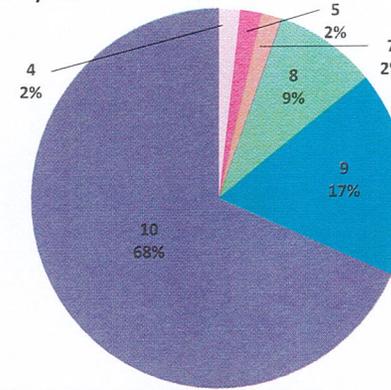


74% of respondents missed 2 or less days of work due to their chronic condition



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Rank your overall satisfaction with the care and support you have received from your Pharmacist Care Manager.



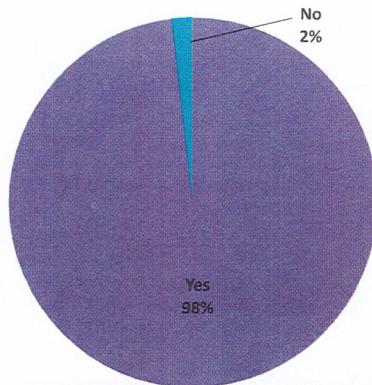
85% of respondents rated their Pharmacist Care Manager at a 9 or above on a scale of 0 to 10, with 10 = Best Possible Care

Value	Percent	Count
4	2%	1
5	2%	1
7	2%	1
8	9%	5
9	17%	10
10	68%	39
Totals		57



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If given the opportunity, would you recommend the Program to others?



Value	Count
Yes	56
No	1



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Participant Testimonials



- Before the program I really didn't have a direction. I knew I wasn't in the best health, but I really didn't know what to do about it. With my Care Manager, I was able to get my Type 2 diabetes under control as well as my blood pressure.
- I have managed to maintain my pre-diabetes with guidance on nutrition, exercise, and glucose monitoring. I have managed to lower my cholesterol with medication recommended through this program. I hope that this program is available to utilize as long as possible.
- The program has helped me manage my overall health, given me more insight on how to control my asthma (what to avoid), and given me more tips on how to avoid certain foods so that I was more able to keep a healthier weight. With this program I was able to stop taking blood pressure medication as well as cholesterol medication. I am so thankful I was able to participate!



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Duplin County 2021 Clinical Report

PPCN Chronic Condition Care Management Programs for Diabetes, Cardiovascular Disease, Depression and Asthma Clinical Update: June 10, 2021

Overview

	2021	2020	2019
Enrollment	86	96	72
Cardiovascular	74	82	58
Diabetes	19	22	28
Depression	24	26	22
Asthma	11	13	15
Total Programs	128	143	122
Visit Compliance	98.8%	100%	

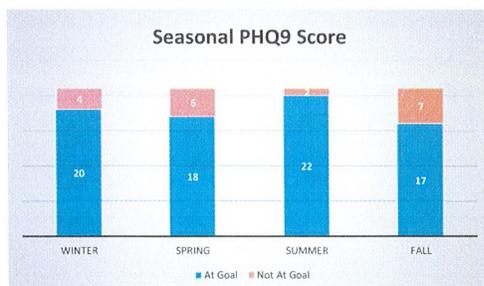
- New Participants: 1
- Inactives: 11
 - Patient Preference/Opted Out: 2
 - Non-Compliance with Program: 0
 - Insurance Terminated: 7
 - Retired and Medicare: 2

Clinical Goals for Individuals with Depression: Clinical goals and standards of care for the treatment and management of depression incorporate the use of the Patient Health Questionnaire or PHQ-9 (or a similar tool) to routinely assess patient response to treatment based on their subjective report of the frequency of symptoms.

Clinical Values	2021	2020	2019	PPCN
Total Participants*	24	23	11	207
PHQ-9 Score at Goal (<5 or 50% of baseline)	75.0%	72.0%	66.7%	71.4%
PHQ-9 Score < 5 at baseline	29.2%	28.0%	26.7%	43.4%

Current HEDIS measure for depression addresses medication compliance for six months. 96.4% of participants in the depression program report >90% ongoing compliance with their medications compared to HEDIS at 52.9% being compliant for six months.

PHQ-9 of < 5 or 50% of baseline is considered continuation or maintenance phase

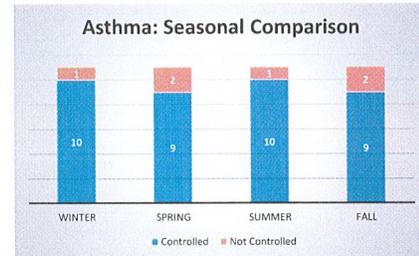


- 75% of participants are at goal.
- 83% are either at goal or have improved.
- 83% of patients in the Depression Program are in 1 or more of the other 3 programs.

Progress for Major Clinical Markers:

Clinical Goals for Individuals with Asthma: Clinical goals and standards of care for the treatment and management of Asthma incorporate the use of the Asthma Control Test or ACT (or a similar tool) to routinely assess patient response to treatment based on their subjective report of the frequency of symptoms.

Clinical Values	2021	2020	2019
ACT Score at Goal > 19 (controlled)	100%	77%	83%
ACT Score at Goal > 19 at baseline	73%	77%	67%
ACT Score at Goal or Improved	100%	92%	



Goal: ACT Score of > 19.

27% of participants had asthmatic episodes requiring additional medical assistance (PCP Office Visit, Urgent Care, Emergency Room or Inpatient Stay) over the previous 12 mos.

Clinical Goals for Participants with Diabetes: The American Diabetes Association establishes national guidelines to assist providers in managing patients with diabetes for the purpose of minimizing long term complications and disease progression. PPCN Care Managers encourage compliance with current national guidelines to both patients and providers.

Compared to Industry Standards and PPCN

Clinical Goals	Duplin (n=19)	PPCN (n=1099)	2019 HEDIS* (Industry)
Blood Pressure (<140/90)	78.9%	82.8%	51.3%
Cholesterol (LDL) (< 100)	68.4%	65.0%	
Blood Glucose (A1C) < 7%	57.9%	49.0%	34.9%
Blood Glucose (A1C) < 8%	73.7%	74.1%	48.9%
Blood Glucose (A1C) > 9%	5.26%	12.3%	40.1%
Lipid Panel (within past year)	100.0%	85.2%	
A1C (within past year)	100.0%	73.8%	90.0%
A1C (within past 6-months)	100.0%	95.4%	

*<https://www.ncqa.org/report-cards/health-plans/state-of-health-care-quality-report/>

Clinical Trending

Clinical Value Trending	N=	Baseline Average	Current Average	PPCN (n=1099)	Days Between
Blood Pressure (< 140/90)	19	131 / 78	120 / 75	125 / 80	1060
Cholesterol (LDL) (< 100)	19	89	84	87	925
Blood Glucose (A1C) (< 7%)	19	8.2	7.0	7.3	1063
Weight (lbs.)	19	222	213	224	1060

High-Risk at Baseline Trending (A1C ≥ 7.0)

Clinical Goals	Baseline Average	Current Average	% Decrease
Duplin County (13/19, 68%)	9.2	7.3	92.3%
PPCN (550/981, 56%)	8.7	7.8	67.1%

Diabetes control compared to national data:

- A1c < 7%: 57.9% "well controlled", compared to HEDIS at 34.9%
- A1c < 8%: 73.7% of participants "controlled", compared to HEDIS at 48.9%
- A1c > 9%: 5.3% of participants "poorly controlled", compared to HEDIS at 40.1%



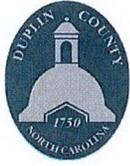
Clinical Goals for Individuals with Cardiovascular Disease: *The American College of Cardiology and the American Heart Association set guidelines for managing patients with CVD in an effort to reduce the risk of acute cardiovascular events (stroke and myocardial infarction), minimize long term complications, and optimize patient wellbeing.*

Current Enrollment Compared to Industry Standards

Clinical Goals	Duplin (n=60)	PPCN (n= 812)	2019 HEDIS (Industry)
Blood Pressure goal (<140/90)	96.7%	84.3%	47.6%
Cholesterol (LDL) goal (< 100)	38.3%	47.9%	
Cholesterol (LDL) goal (< 130)	70.0%	79.9%	
Lipid Panel (LDL) (past year)	100.0%	81.3%	

Summary of Clinical Trending

Clinical Value Trending	N=	Baseline Average	Current Average	PPCN	Days Between
Blood Pressure goal (<140/90)	60	130 / 80	120 / 75	125 / 79	693
Cholesterol (LDL) goal (< 100)	54	114	109	103	679
Blood Glucose (A1C) (< 5.7%)	55	5.7	5.7	5.9	718
Weight (lbs.)	60	212	215	213	693

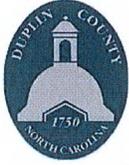


HealthMapRx™ Participant Survey Comments Duplin County



Concerning the Pharmacist Care Manager (PCM):

- Always provides great support and guidance in working towards my goals
- (PCM) has great insight and suggestions, and she's not judgmental or pushy.
- (PCM) is able to answer all my questions, and if she can't, she will find out for me.
- (PCM) is always there to help you in anyway, big or small. She helps you set goals that you can obtain while giving you the support you need.
- (PCM) is so easy to talk with. She explains things so that I can understand.
- (PCM) is very concerned about my health and is always available if I need her
- (PCM) is very kind and helpful. She is great at helping me accomplish my goal setting.
- Covers all areas
- Gives me goals to work toward
- I am grateful for my health manager and for this program.
- I am not totally sure how helpful this program is toward health goals.
- I feel like I have a personal connection, and she genuinely has my best interest at heart.
- I feel she actually cares about me and my health. I feel very comfortable speaking with her.
- I feel that my Care Manager is very compassionate and concerned about helping me improve at living a healthier lifestyle without being judgmental.
- It really helps me a lot to have a better lifestyle.
- More follow-ups should be scheduled to increase motivation, get more suggestions.
- (PCM) is very easy to talk to. I enjoy our meetings. She is very informative.
- (PCM) has been awesome! She takes time to listen and explain things. You know she listens, taking notes and paying attention because she goes over your last conversation and asks you about things you have going on. (PCM) also helps you set doable goals.
- My Care Manager is knowledgeable and shares good advice. I have gained valuable information that has helped me a great deal with managing my health-related life choices.
- My care manager is knowledgeable and supportive. She helps me to improve my health and is encouraging.
- My care manager is very attentive and helpful in answering any questions I have and in giving me the information I need to live a good quality life dealing with chronic issues.
- My personal advisor has been there for me the whole time. She has called me just to check on me to see how I was doing.
- (PCM) takes the time necessary to discuss all health-related issues and medication, diet and exercise opportunities that would be helpful for my situation.
- Personal professional care matters!
- She goes above and beyond to help me with my condition.
- She helps me stay on track.
- She is very attentive and listens to me. She checks on me and if I have a question she finds an answer for me.
- She seems genuinely concerned about my care and well-being.
- She takes the time to help with issues and suggest ways to improve overall health.
- She understands and breaks things that I do not understand or know down to where I can understand.
- The acceptability factor
- The info is very helpful and helps me to manage my chronic conditions. I can always feel comfortable asking questions.



HealthMapRx™ Participant Survey Comments Duplin County



- The information given to me was very helpful and needful.
- They are very helpful.
- To me it feels more like talking to a friend. I can say anything without feeling bad or embarrassed .
- Very caring and listens to all my concerns
- Very knowledgeable and friendly
- Very knowledgeable, easy to talk with
- I find it very helpful that my Care Manager shows concern and compassion when discussing my health conditions and doctor's appointments. She listens, advises and is not judgmental when I fail to meet goals that are previously set. Though the goals sometimes are met, we reset them for a future date and hope to succeed.

Concerning the overall Program:

- The HealthMapRx is a wonderful program, and I have enjoyed it.
- Before the program I really didn't have a direction. I knew I wasn't in the best health, but I really didn't know what to do about it. With my Care Manager I was able to get my Type 2 diabetes under control as well as my blood pressure.
- I have managed to maintain my pre-diabetes with guidance on nutrition, exercise, and glucose monitoring. I have managed to lower my cholesterol with medication recommended through this program. I hope that this program is available to utilize as long as possible.
- It has made me aware of my chronic illness and helped me stay more motivated and concentrated on reducing or lowering this chronic illness.
- The program has helped me manage my overall health, given me more insight on how to control my asthma (what to avoid), and given me more tips on how to avoid certain foods so that I was more able to keep a healthier weight. With this program I was able to stop taking blood pressure medication as well as cholesterol medication. I am so thankful I was able to participate!
- This program is a source of encouragement to improve upon my lifestyle for my health. My program manager is supportive and encouraging.

Are there other chronic conditions you would like to see addressed by the Program?

- Fructose malabsorption/gastritis
- Long Covid issues
- Mental Health/Depression
- Thyroid issues and other autoimmune disorders



Value-Based Solutions for Clinical Risk & Cost Management

Piedmont Pharmaceutical Care Network, LLC

Patient Management Services Agreement

This Agreement ("Agreement") dated and made effective this 1st day of September 2021, by and between the **Duplin County** (the "Employer") and **Piedmont Pharmaceutical Care Network, LLC** ("PPCN"). (Either the Employer or PPCN may be referred to herein as a ("Party") and collectively as the ("Parties").

WITNESSETH:

WHEREAS Piedmont Pharmaceutical Care Network, LLC ("PPCN") has developed Patient —Self Management programs (**HealthMapRx™**) for certain chronic health conditions, including Diabetes, Cardiovascular Diseases (Hypertension, Hyperlipidemia), Asthma and Depression ("Conditions"); and

PPCN has experience delivering these programs through its network of pharmacists ("Pharmacist Providers") and other health care professionals to members of the Employer's health plan ("Participants") for purposes of reducing health risks and cost of preventable complications associated with these Conditions; and

WHEREAS, the Employer is interested in having certain of its eligible employees, retirees and dependents who have one or more of these Conditions participate in the Program for the reasons set out herein; and

WHEREAS, the Employer desires to engage PPCN to make such programs available to eligible employees, retirees and dependents participating in its health plan;

The Parties therefore agree as follows:

PPCN will implement and maintain oversight of its proprietary **HealthMapRx™** programming on behalf of Employer for eligible members of its health plan subject to the following understandings, terms, and conditions:

I. Program Purpose and Goals

The purpose of the program is to reduce the incidence and cost of preventable complications for participants with Targeted Conditions. Participants will receive personalized health mentoring on a regular basis, which will emphasize:

- A. Initial assessment of health status, knowledge, self-management skills.
- B. Individualized care planning focused on health risk priorities and improvement of participant knowledge and self-care skills.

- C. Optimization of drug therapy, including adherence .
- D. Communication and coordination with participant’s medical provider(s) .
- E. Establishment of personal goals relevant to individual health risk priorities .
- F. Motivation and support for achievement of goals and healthier lifestyle .
- G. Care Coordination – Identification and management of “care gaps” vs. established standards .
- H. Addressing considerations such as nutrition, exercise, and life-style improvements, as appropriate .
- I. Accountability for participants and mentors in adhering to program requirements .

II. PPCN Responsibilities

- A. Designate a coordinator to communicate with the Employer’s representative .
- B. Advise and assist Employer with promotion and enrollment of plan members eligible for participation in the programs offered .
- C. Establish and maintain a network of qualified Pharmacist Providers and other health care provider professionals who will assist Participants in more effectively managing their Targeted Condition(s) .
- D. Provide a secure, web-based, HIPPA compliant care management technology platform and data repository to be used by Providers to document care, relevant participant data, and care management activities per Program protocols .
- E. Monitor and manage compliance with Program requirements for both Participants and Providers .
- F. Provide reporting relevant for evaluation of program performance to Employer annually .
- G. Assume overall oversight and administration of program delivery, including assignment of Participants to qualified Pharmacist Providers who will meet with them in private on a quarterly basis for health mentoring per PPCN’s proprietary, condition-specific protocols to specifically include:
 - a. Consulting with Participants and their physicians through professional dialogue for purposes of tailoring drug therapy to promote optimum benefit .
 - b. Providing condition specific Self-Management education, skills assessment and training .
 - c. Provide initial and ongoing identification and prioritization of health risk issues for attention .
 - d. Provide guidance and support in setting and achieving goals for reducing health risks and establishing overall healthier behaviors .
 - e. Documentation of required clinically-relevant data for purposes of tracking and reporting .

III. Employer Responsibilities

The Employer agrees to:

- A. Promote the Program to its eligible health plan members (e. g., hold voluntary orientation meetings for eligible employees, retirees and dependents to explain the program).
- B. Cooperate in establishing a process to enroll Participants in the Program.
- C. Sponsor voluntary diagnostic screenings for eligible employees and dependents (recommended but optional).
- D. Provide incentives to enrolled Participants (i.e., waived co-pays for medications and supplies processed through the Employer’s Third Party Administrator (TPA) or Pharmacy Benefits Manager (PBM) claim system).
- E. Facilitate availability of medical and pharmacy claims data as needed for PPCN to monitor and report financial performance of the Program.
- F. Appoint a representative who will serve as the primary contact person between the Employer and PPCN.

IV. Conditions Targeted for Programming

- Polypharmacy of high cost claimants (top 20% of pharmacy and medical claims combined ~ 170 members) with a focus on diabetes, cardiovascular disease, behavioral health (for depression, anxiety and related disorders) and asthma.

V. Fees and Terms

Monthly Fees

- Pricing is based upon a monthly fee per enrollee per program.

	09/01/2021-08/31/2025
Base Price	\$80.00

- Amounts due for any given month will be calculated based on the number of participants enrolled on the last day of the prior month.

Billed Bi-Annually (June & December)	09/01/2021-08/31/2025
Cash Incentive/month	\$10.00
Administration Fee/month	\$0.22

- Incentives will be a combination of cash and performance incentive points.
- Total amount shall not exceed \$125,000
- Invoices for amounts so calculated will be prepared on or about the first day of each month and will be due upon receipt, payable within 30 days. Finance charges will be added to past due amounts at an interest rate of 1.5% per month.

VI. Program Time Frame

The Program will commence on the implementation date of this agreement for a period of four years ending on August 31, 2025. Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party.

VII. Insurance and Indemnification

A. Indemnification by PPCN.

PPCN shall indemnify, defend and hold harmless the Employer, its Affiliates and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims arising or resulting from: (a) any breach, violation or noncompliance of or with any term of this Agreement by PPCN; (b) any breach or violation of applicable Law by PPCN; or (c) any negligent or wrongful act or omission on the part of PPCN, except to the extent that such Claim arises from the negligence or willful misconduct of the Employer.

B. Indemnification Procedures.

Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, any person or entity intending to claim indemnification hereunder (an "Indemnatee") shall give written notice of such matter to the party hereunder from whom indemnification is sought (the "Indemnitor"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnatee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the Indemnatee of all developments in the matter. In no event shall the Indemnatee compromise or settle any such matter without the prior consent of the Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnatee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnatee after having been notified of Claim, the Indemnatee may, at Indemnitor's expense, take action in its own defense.

C. Insurance.

PPCN will require that each Pharmacist Provider, or his or her employer, maintain professional liability insurance with a company or companies acceptable to the Employer in the amount of \$1,000,000 for each occurrence, and \$3,000,000 in the aggregate.

Additionally, PPCN will carry and maintain at its own expense during the entire term of this Agreement the following insurance coverages with a company or companies acceptable to the Employer:

1. **Worker's Compensation.** PPCN will carry: (i) a program of workers' compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all PPCN employees who provide services by or on behalf of PPCN and (ii) employers' liability insurance in an amount of the lesser of underlying limits required by the primary or lead umbrella insurer or One Million Dollars (\$1,000,000).
2. **Commercial General Liability Insurance.** PPCN will carry Commercial General Liability insurance on an occurrence form, including Products Liability (including completed-operations coverage), coverage for contractual liability, personal and advertising injury in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
3. **Errors and Omissions Liability Insurance or Professional Liability Insurance.** Errors and Omissions Liability Insurance or Professional Liability Insurance shall (a) insure the liability of PPCN by reason of any actual or alleged error, omission, negligent act or wrongful act of PPCN committed in rendering or failing to render any products or services in accordance with this Agreement; (b) provide limits of not less than One Million Dollars (\$1,000,000) per occurrence/Three Million (\$3,000,000) annual aggregate
4. **Network Security & Privacy Insurance (Cyber):** Such insurance shall insure (a) the liabilities caused by privacy or a breach of privacy regulations, including unauthorized disclosure of private health information, unauthorized access, or failure to protect a network security breach; (b) costs of Employer defending itself against regulatory actions by PPCN; and (c) Employer's costs of complying with data protection legislation, including notification to individuals whose personal information may have been compromised. PPCN shall maintain Network Security and Privacy liability limits of not less than One Million Dollars (\$1,000,000) each claim/annual aggregate.
5. **Umbrella Liability.** PPCN will carry Umbrella Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate.

VIII. Ownership

Under the terms of this Agreement:

- A. PPCN, LLC, as the developer of the Program, is the sole owner of the Program.
- B. All standardized material developed and/or produced by PPCN, LLC for the Program (whether finished or unfinished) become, and thereafter, are the property of PPCN, LLC, but may be used under this Agreement by the Employer, the Pharmacist Participants, and the Participants.
- C. Only materials developed for internal use by the Employer for the implementation (finished or unfinished) become, and thereafter, are the property of the Employer.

IX. Non-Disclosure of Information

Both Parties recognize, acknowledge and agree that each Party's trade secrets and proprietary information and processes are and shall be kept the valuable, special, private, unique, and confidential assets of each Party. Both Parties agree to continue to treat as private and confidential all information, secrets, and processes and agree not to disclose, during or after the term of this Agreement, in whole or in part, such secrets, information, or processes to any person, firm, corporation, association, or other entity for any reason or purposes whatsoever, nor shall either Party make use of any such property for its purposes or for the benefit of any person, firm, corporation or other entity under any circumstances during or after the term of this Agreement. Both Parties recognize, acknowledge and agree that individual patient records and other such sensitive material will be treated with confidentiality to protect the individual patients' rights under current federal law and guidelines relating to patient medical record confidentiality.

X. Non-Solicitation

Employer agrees to refrain from employing, soliciting for hire, or contracting for services with employees or agents of PPCN for same or substantially similar services provided under this agreement for a period of one year following termination of the agreement.

XI. Miscellaneous

- A. Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by either Party without the prior written consent of the other, which may be withheld at the sole discretion of a Party.
- B. Notwithstanding any other term in the Agreement to the contrary, except where otherwise allowed or required by law, (i) the parties shall not disclose any Participant identifiable health care information, including without limitation the name, address, social security number, medical record number, or any other information sufficient to identify a specific Participant without his or her prior written consent, and (ii) the parties will comply with all applicable federal and state laws, rules; and regulations regarding the privacy of personal health and other information of all Participants.
- C. The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.
- D. This Agreement shall be governed according to the laws of North Carolina.
- E. Both parties agree to comply with all federal, state and local laws as it relates to the performance of this Agreement.

- F. PPCN shall comply with the requirements of Article 2 of Chapter 64 (e-verify) of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

XII. Law

This Agreement shall be governed by and shall be construed in accordance with the Laws of the State of North Carolina.

XIII. Notices

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular and certified mail or overnight delivery, to the respective parties at the address set forth below:

Piedmont Pharmaceutical Care Network, LLC
Attn: Jason Moss, Director of Finance
802 Green Valley Rd Ste 106
Greensboro, North Carolina 27408-7099

Duplin County Government
Duplin County HR
224 Seminary Street (PO Box 910)
Kenansville, NC 28349

XIV. Terms and Conditions

This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

XV. Relationship of Parties

The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

XVI. Americans with Disabilities Act

The Vendor further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has amended and supplemented.

XVII. E-VERIFY

As a condition of payment for services rendered under this agreement, PPCN shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if PPCN provides the services to the City utilizing a subcontractor, PPCN shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well.

XVIII. IRAN DIVESTMENT ACT

PPCN 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 PPCN to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

XIX. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The vendor or PPCN 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 PPCN to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

XX. COMPLIANCE WITH ALL LAWS.

PPCN warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.); the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

XXI. NONDISCRIMINATION

PPCN shall not discriminate against or deny the Contract's benefits to any person on the basis of: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local state or federal law.

XXII. 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 terminate this Agreement immediately, **to be effective at the end of the current funding period**, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals and the day and year first written above.

DUPLIN COUNTY

By: _____

By: _____

Print: _____

Print: _____

Title: Clerk to Board

Title: Board of Commissioner

Date: _____

Date: _____

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

Tracy Chesnutt, Finance Officer

Date: _____

PIEDMONT PHARMACEUTICAL CARE NETWORK, LLC

By: Ronald Devizia

RONALD DEVIZIA
VP OF BUSINESS DEVELOPMENT

Date: 9/24/2021

By: Larry Long

LARRY LONG
PRESIDENT

Date: 9/24/2021

09/29/2021 11:54
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

P 2
lgcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	03	634	BUA	09/29/2021	09/29/2021	100421	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
4	4380	43250					T	POSTAGE	700.00			
									** JOURNAL TOTAL	0.00	0.00	
									** GRAND TOTAL	0.00	0.00	

3 Journals printed

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

BA # _____

Duplin County
Budget Amendment

9/16/2021

Department Title Solid Waste
Department Head's Signature Joy Pickett
(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 cover cost of monthly software maintenance and dues.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
7400-42100	Housekeeping	640.00	7400-43540	Software maintenance	640.00
Total		640.00	Total		640.00

Finance Signature Clanier
Date Approved: 9/16/21

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

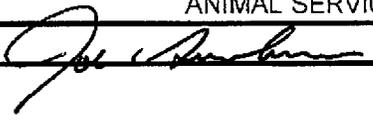
Duplin County
Budget Amendment

Department Title

ANIMAL SERVICES

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)



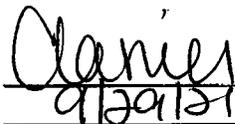
Manager can only approve the moving of budgeted expense under 10,000

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

Brief description of why this amendment is being requested:
MOVING TO COVER FRIEGHT ON KENNELSOL

Expense Code to DECREASE	Line Item Description	Credit Amount	Expense Code to INCREASE	Line Item Description	Debit Amount
4380-41990	PROFESSIONAL SERVICES	700.00	4380-43250	POSTAHGE	700.00
Total		700.00	Total		700.00

Finance Signature
Date Approved:



Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title Housekeeping
Department Head's Signature Regenia B. Kennon
(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:
Move funds in the amount of \$876.76 to cover portion of the monthly utility cost September through December of 2021.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4270-43520	Repairs & Maintenance Equip.	876.76	4270-43300	Utilities	876.76
Total		876.76	Total		876.76

Finance Signature Clanier
Date Approved: 9/29/21
Manager Signature _____
Date Approved: _____
Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

9/16/2021

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Department Head's Signature Joy Pickett
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Total		640.00	Total		640.00

Finance Signature Clanier
Date Approved: 9/16/21

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

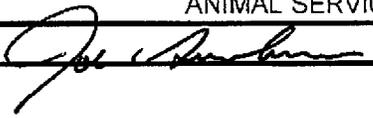
BA # _____

Duplin County
Budget Amendment

Department Title

ANIMAL SERVICES

Department Head's Signature



(form can be e-mailed to Finance from Dept. Head)

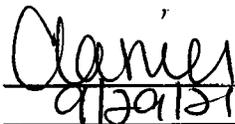
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Finance Signature
Date Approved:



Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

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4270-43520	Repairs & Maintenance Equip.	876.76	4270-43300	Utilities	876.76
Total		876.76	Total		876.76

Finance Signature Clanier
Date Approved: 9/29/21
Manager Signature _____
Date Approved: _____
Commisioner Approval _____
Date Approved: _____

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: Mr. Davis Brinson/Communications	Meeting Date: 10/4/21
Subject: To request a Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background:	
Requested Action: To schedule a public hearing for 11/1/2021 on behalf of Mark Teachey in Rockfish township. Lane will be in 900 block of Wellstown Rd, Teachey. Name of lane choice; Rodriguez Ln	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 2 minutes	

209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name: Mark Teachey
Address: 168 Murphy Store Rd
City/State/Zip: Rose Hill NC 28458
Telephone: Work: 910-376-0637 Home: _____

2. MAIL DETERMINATION TO (if different than applicant information):

Name: _____
Address: _____
City/State/Zip: _____

3. ROAD LOCATION: Township Ruckfish Range _____

DESCRIPTION: Corner of Wells Town +^{Frank} Cottle 900 Block

4. PARCEL TAX-ID:

10-315

5. PROPOSED ROAD NAME: Rodriguez LN

BACKUP NAME 1: Tigres LN

BACKUP NAME 2: ~~Hammond~~ Gold Finch LN

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

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

Handwritten marks and scribbles at the bottom of the page.

Fire Department Approval:

Signature: [Handwritten Signature]
Print or type name: Department Name: Rose Hill VFD
Date: 09/22/21

USPS Approval:

Signature: [Handwritten Signature]
Print or type name: Teachey Post Office
Department Name:
Date: 09/22/21



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.

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: Mr. Davis Brinson/Communications	Meeting Date: 10/4/21
Subject: Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Public Hearing on behalf of Nicholas Walsh to name lane Grands Ln @ 238 Lester Houston Rd Pink Hill. Limestone township	
Requested Action: To approve road name	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 2 minutes	

209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name: NICHOLAS WALSH
Address: 234 MAW BRANCH ROAD
City/State/Zip: RICHLANDS, NC. 28574
Telephone: Work: _____ Home: 615-653-21

2. MAIL DETERMINATION TO (If different than applicant information):

Name: _____
Address: _____
City/State/Zip: _____

3. ROAD LOCATION: Township limestone Range _____
DESCRIPTION: SK#1719 Lester Houston Rd Pink Hill

4. PARCEL TAX-ID: 07-21726

5. PROPOSED ROAD NAME: GRANDS LANE
BACKUP NAME 1: JUNE LANE
BACKUP NAME 2: HESSSEN LANE

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Walsh Nicholas A Sherrin Stewart by Uncle

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

Fire Department Approval:

I certify that I am the Fire Department Chief of the fire department serving the area affected by this petition and that the fire department concurs with this request.

Signature: Michael R. Cherry

Print or type name: Michael R. Cherry

Department Name: Potters Hill Fire Dept.

Date: 8-25-21

USPS Approval:

I certify that I am the Post Master of the USPS serving the area affected by this petition and that the USPS concurs with this request.

Signature: Jeanette Kennedy

Print or type name: Jeanette Kennedy

Town Name: Pink Hill NC 28572

Date: 8-25-21

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: Mr. Davis Brinson /Communications	Meeting Date: 10/4/21
Subject: Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
Summary, explanation and background: Public Hearing on behalf of Frederico Rangel to name lane Juantia Hernandez Ln off @ 740 Kinsey Mill Rd Mt Olive. Glisson township	
Requested Action: To approve road name	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
Time needed to explain to Commissioners: 2 minutes	
Attachments:	

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name: Federico Ayala Rangel
Address: 117 A) M-H P Ln
City/State/Zip: Mt Olive NC 28365
Telephone: Work: _____ Home: 252-526-7

2. MAIL DETERMINATION TO (if different than applicant information):

Name: _____
Address: _____
City/State/Zip: _____

3. ROAD LOCATION: Township Glisson Range _____

DESCRIPTION: SR 1508 @ 740 Kinsey Mill Rd Mt

4. PARCEL TAX-ID: 04-112

5. PROPOSED ROAD NAME:

BACKUP NAME 1: Juanita Hernandez Ln
BACKUP NAME 2: _____

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Federico Ayala Rangel
Juan Luis Ayala
Afonso Salamanca

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

Fire Department Approval:

Signature: 

Print or type name: Scott Rouse

Department Name: Pleasant Grove VFD

Date: 9-15-21

USPS Approval:

Signature: _____

Print or type name: _____

Department Name: Mt Olive Office

Date: _____

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.

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: Melisa S. Brown, Services for the Aged	Meeting Date: October 4, 2021
Subject: Senior Health Insurance Information Program (SHIIP) Base Grant Funds FY 2021-2022	
Summary, explanation and background: The SHIIP federal funds will be used to counsel beneficiaries and caregivers about Medicare, Medicare supplements, and prescription drugs. The agency will provide outreach and education opportunities in the community.	
Requested Action: Permission to authorize Melisa S. Brown to complete the DocuSign document for the 2021-2022 and approve any associated budget amendment.	
Budget impact for this fiscal year: \$3,700.00	
Budget impact for subsequent years:	
Time needed to explain to Commissioners:	
Attachments: DocuSign Contract SHIIP – FY 21-22	
Instructions for what to do with attachments once approved: N/A	

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 WAKE

Grant Name: CDAP - State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services,
Administration for

Community Living

CFDA #	93.324	Fiscal Year:	2021-2022
Grant Award #	90SAPG0099-02-00	Performance Period:	7/1/2021 - 6/30/2022
Cost Center:	16001636g21	Award Amount \$	3,700.00
Account #	536405	Federal Award Date:	03/12/2021

Contract Between

Recipient:

State of North Carolina
Department of Insurance
SHIIP Division

Subrecipient:

Name: Duplin County/Services for the Aged
County: Duplin
Tax ID/FIN# 56-6000296
DUNS # 95124798

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. Contract Documents: This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

2. Precedence Among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Subrecipient's Duties: The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The

under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

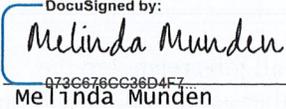
16. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Subrecipient:

BY: _____

DATE: _____

Division of SHIP,

BY:  _____
Melinda Munden

DATE: 2021-09-21T12:00:00-04:00

BY: _____

DATE: _____

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by:



Controller's Office Review:

Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Subrecipient is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Recipient.

Subcontracting: The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subrecipients specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

Subrecipients: The Subrecipient has the responsibility to ensure that all subrecipients, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Subrecipient's payment check(s) directly to any person or entity designated by the Subrecipient, or
- (b) Include any person or entity designated by Subrecipient as a joint payee on the Subrecipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Subrecipient and the Subrecipient shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Ineligible Vendors: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

Indemnity

Indemnification: The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

Waiver of Default: Waiver by the Recipient of any default or breach in compliance with the terms of this Contract by the Subrecipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Recipient and the Subrecipient and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Recipient.

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Recipient. The Subrecipient shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

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

Equal Employment Opportunity: The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subrecipient under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Recipient. The Subrecipient acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal

Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Subrecipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Recipient and the Subrecipient.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Recipient. The term "key personnel" includes any and all

persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation.

State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Subrecipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

Attachment B

For the period 7/1/2021 - 6/30/2022

Statement of Work

Subrecipient: Duplin County/Services for the Aged

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but MUST include the following activities:

1. Initiate and develop relationships with local community partners such as, Community Health Centers, Chambers of Commerce, Realtor Associations, Food Banks/Pantry's, Local Senior Games, Area Agency on Aging, Parks & Recreation Departments, other Aging Programs, etc.... to promote SHIIP's toll-free number and services provided by SHIIP;
2. Provide ongoing Medicare counseling and enrollment assistance, including telephonic, virtual and/or in-person during the Medicare Open Enrollment Period of 10/15/21 through 12/07/21 and the Medicare Advantage Open Enrollment Period of 01/01/22 through 03/31/22;
3. Conduct a minimum of two (2) presentations in person or virtual - at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential Extra Help group in your county including information on the Senior Medicare Patrol Program, Medicare Fraud and new Medicare cards; and represent SHIIP at a minimum of two (2) health fairs/senior fairs/special events utilizing local certified SHIIP counselors;
4. Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms by the 15th of the month following the counseling session or event through the Federal reporting system STARS website for the date range of 4/1/2021 through 3/31/2022;
5. Counsel at least three (3) percent of the county's Medicare population and report in the Federal reporting system STARS for the date range of 4/1/2021 through 3/31/2022;
6. Reach out to 50 percent of the county's total population for Group Outreach and Education events and Media Outreach and Education events along with reporting in the Federal reporting system STARS for the date range of 4/1/2021 through 3/31/2022 (Group Outreach and Education events include: health fairs, senior fairs, interactive presentation to the public and enrollment events. Media Outreach and Education events include: television, radio, local newspapers, health fairs, promoting SHIIP on Agency website, newsletters, magazines, emails, flyers, digital banners, etc.);
7. Coordinate a county volunteer recognition event during the grant period providing volunteers with appreciation items from the North Carolina SHIIP office and engage your Regional Manager;
8. Coordinators will provide program information to county volunteers, including emails, SHIIP News and other materials received from the North Carolina SHIIP office; and
9. Participate in monthly Coordinator webinars/conference calls, follow-up meetings, SHIIP network trainings, and statewide and/or regional conferences (Dates TBD) during the reporting period. Funds should be allocated for possible phone costs, travel and/or meal reimbursement per agency guidelines.

Subrecipient Response to Scope of Work:

Fiscal year 2021-2022, continues to present additional pandemic challenges in our overall operations. We realize this may be our new normal and we are trying to embrace the change and continue to implement alternate plans to serve our community with the SHIIP resources. The agency will continue to seek opportunities to provide events in combination with meal distribution locations throughout Duplin County. The agency and the congregate nutrition sites are open and providing service with the appropriate personal protective items for staff and volunteers.

The agency plans to utilize grant funds in several categories to include salary/fringes, communication/phone/software maintenance/ postage, supplies (personal protective as well as general office supplies/computer ink, paper, etc.), and travel.

Specifically, to cover the administrative costs, a portion will be used for salary, and fringes for the SHIIP Coordinator and the Director. The SHIIP Coordinator (59%) is the primary person working with the clients, and the Director (41%) completes the budget reports, and circulates the social media, and flyers for events. In addition to the administration costs, funds will be used to cover costs with communication (telephone expense), software expense, postage, supplies, and travel.

The supply expense will cover the computer paper, computer ink, general office supplies needed, as well as personal protective items including sanitizing wipes to clear chairs between clients in the office, etc. In an effort to initiate and develop relationships with community partners, we plan to combine events with the Duplin County Health Department to promote the services available with the SHIIP program.

The Medicare presentations will be offered in an area where we can social distance or provide in a virtual format. The SHIIP Coordinator and volunteers will make every effort to record the client counseling forms in a timely manner through the STARS system.

The SHIIP Coordinator and or Director will participate in the monthly coordinator calls, webinars, and the state wide virtual conference calls. Media outreach will continue through articles included in the agency newsletter, distribute flyers/publications in coordination with the meal distribution ongoing programs, as well as include on the agency social media page/local newspaper.

The volunteer celebration will be held with the overall agency recognition for all volunteers. We continue to actively seek those individuals that are willing to become volunteers with the SHIIP program. Volunteer recruitment has been a tremendous challenge. It is our overall goal to continue to recruit more volunteers that would be willing to assist with open enrollment and events as well as create new partnerships in the community.

Attachment C

For the period 7/1/2021 - 6/30/2022

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

Subrecipient Name: Duplin County/Services for the Aged **Award Amount:** \$ 3,700.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.

Is this required by your local government?

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

Budget	Amount
Contractual	0
Construction	0
Supplies	772
Equipment	
Other	501
Travel	200
Personnel	1526
Fringe	701
Total	3,700.00

Written description of planned expenditures:

The agency will utilize the grant funds to provide assistance with seniors and community members in the following manner:

Personnel: (59%) - Primary person serving clients (SHIP Coordinator); (41%) - Director, completing budget reports, counseling, media outreach, etc.

Fringes: Social Security (117); Retirement (173); Insurance (401); Workers Compensation (10)

Supplies: Computer paper, computer ink, general office supplies preparing resouces packets/materials, clorox wipes to sanitize area between clients in office (clean chairs), etc.

Other: Communications (phone expense) (200); Postage for flyers/mailings (250); Software expense (email) (51)

Travel: (200) mileage expense for any outreach or counseling events outside the senioe center.

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) 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 an officer or employee of any agency, a member of Congress, any 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 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 of Lobbying Activities," in accordance with its instructions;
- (c) 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, contracts 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.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil 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, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are 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 (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction”** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
Subrecipient Name	Date Submitted

All Participants: Enter any necessary notes throughout the process in the comments box below.
Comments are not part of the contract.

Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything below as it will only restart the process. Thank you.

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: 10/4/2021
Subject: Short Form Lease Agreement for Cardiac Monitors	
Summary, explanation and background: The cardiac monitors that we currently have are out dated. We currently have refurbished Lifepack 15 monitors that still have version 1 software. We are currently seeing an increase in problems with these monitors up to device failure with patients. These cardiac monitors under the lease agreement will be the latest version of the LifePack 15 monitors and we are trading in the current ones we have.	
Requested Action: Purchase Approve and sign the short term lease agreement.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) \$70,3963.58. These funds have already been approved for this budget year.	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) This is a 5 year agreement. The next 4 years will require the same payment.	
Time needed to explain to Commissioners: 5 minutes	
Attachments: 1	
Instructions for what to do with attachments once approved: Please send the signed copy back to Brandon	

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

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com



Date: July 13, 2021

RE: Reference no: 2210131483

DUPLIN COUNTY
209 SEMINARY ST
KENANSVILLE, North Carolina 28349

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

**Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum**

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider.**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Curtis Orr and can be reached at 269-389-1437 or by email curtis.orr@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **July, 2021**

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Short Form Lease Agreement No. 2210131483

Owner ("we" or "us") :

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Customer name and address ("You" and "Your"): DUPLIN COUNTY 209 SEMINARY ST KENANSVILLE, North Carolina 28349	Equipment location: 209 SEMINARY ST, KENANSVILLE, North Carolina 28349 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
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Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 49			
5	Annual	\$70,396.58 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	Equipment purchase option: Fair Market Value Option			
			Equipment purchase option shall be FMV unless another option is stated above.			
			Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES, LLC (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by

Short Form Lease Agreement No. 2210131483

us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

**Exhibit A to Short Form Lease Agreement Number 2210131483
Description of equipment**

Customer name: DUPLIN COUNTY

Delivery address: 209 SEMINARY ST, KENANSVILLE, North Carolina 28349

Part I - Equipment/Service Coverage (if applicable)

<u>Model number</u>	<u>Equipment description</u>	<u>Quantity</u>
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	14
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	14
21330-001176	BATTERY PACK-LI-ION	42
21300-008159	NIBP - TUBING, 6FT, BAYONET, UDI	14
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	14
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	14
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	14
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	14
11577-000002	KIT - CARRY BAG, MAIN BAG	14
11220-000028	TOP POUCH	14
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	14
11996-000093	ELECTRODE-EDGE,PED,QC RTS,INTL	14
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	14
11171-000049	RAINBOW DCI ADT REUSABLESENSOR, REF 2696,ROHS	14
11171-000040	M-LNCS PED ADHESIVE SENSOR,20/BOX, REF 2510,ROHS	7
21996-000109	GATEWAY, WIRELESS, TITANIII	14
TR-LP12B-LP15	TR-SYK LP 12B TO LP15	2
TR-LP15V4-LP15	TR-SYK LP15V4 TO LP15	12

Total equipment: \$331,140.15

Service coverage:

<u>Model number</u>	<u>Service coverage description</u>	<u>Quantity</u>	<u>Years</u>
78000008	LP15 On Site Prevent w batt	14	4.0

Total service coverage: \$85,680.00

Total Amount: \$416,820.15

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Insurance Authorization and Verification



Date: July 13, 2021

Short Form Lease Agreement Number 2210131483

To: DUPLIN COUNTY ("Customer")
 209 SEMINARY ST
 KENANSVILLE, North Carolina 28349

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
 1901 Romence Road Parkway
 Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$331,140.15** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

<p>Insurance agency: _____</p> <p>Agent name: _____</p> <p>Address: _____</p> <p>Phone/fax: _____</p> <p>Email address: _____</p>	<table border="1" style="width: 100%; border-collapse: collapse; background-color: #ffff00;"> <tr> <th colspan="2" style="text-align: center;">DUPLIN COUNTY</th> </tr> <tr> <td style="width: 80%;">Signature: _____</td> <td style="width: 20%;">Date: _____</td> </tr> <tr> <td colspan="2">Print name: _____</td> </tr> <tr> <td colspan="2">Title: _____</td> </tr> </table>	DUPLIN COUNTY		Signature: _____	Date: _____	Print name: _____		Title: _____	
DUPLIN COUNTY									
Signature: _____	Date: _____								
Print name: _____									
Title: _____									

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Curtis Orr at 269-389-1437.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature: _____	Date: _____
Print name: _____	
Title: _____	
Carrier name: _____	
Carrier policy number : _____	
Policy expiration date: _____	

Insurable value: \$331,140.15

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 2210131483

See Exhibit A to Short Form Lease Agreement Number 2210131483

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 2210131483** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and **DUPLIN COUNTY** ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

ADDENDUM TO SHORT FORM LEASE AGREEMENT NO. 2210131483 AND STATE AND LOCAL GOVERNMENT CUSTOMER RIDER THERETO BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND DUPLIN COUNTY

This Addendum is hereby made a part of the agreement described above (the "Agreement"), and the State and Local Government Customer Rider thereto ("SLG Rider"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, or the provisions of this Addendum and the provisions of the SLG Rider, the provisions of this Addendum shall control.

The parties hereby agree as follows:

- The third sentence of section 9 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall be governed and construed in accordance with the laws of *North Carolina*."

- The following provision hereby replaces the entirety of Section number 3 of the SLG Rider:

"All funds for payment by the Customer under the Agreement are subject to the availability of any annual appropriation for this purpose by the Duplin County Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Agreement (a "Non-Appropriation Event"), Customer will terminate the Agreement, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by the Agreement is spent, whichever occurs first ("Termination Date"). If at any time funds are not appropriated for the continuance of the Agreement, Owner shall accept cancellation with thirty (30) days prior written notice ("Termination Notice"), but failure to give such notice shall be of no effect and the Customer shall not be obligated under this Agreement beyond the date of termination."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

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: Planning	Meeting Date: October 4, 2021
Subject: 2021 CDBG-NR Public Hearing 2	
<p>Summary, explanation and background:</p> <p>The Rural Development Division of the NC Department of Commerce has announced the availability of Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) funds for activities within the County. The initial Public Hearing was conducted on September 20, 2021, and the October 4, 2021, is the second required public hearing.</p> <p>The County intends to apply for \$750,000 to assist low-moderate income homeowners. The program will replace two dilapidated homes and rehabilitate five deteriorated homes at scattered sites in the county. The program will also address required HUD compliance requirements such as Citizen Participation, Environmental, Section 3, Language access and Section 504 (ADA). Attached are a Resolution and a Citizen Participation Plan which are required parts of the application.</p> <p>The Program does not require a local match; however, some level of local funding may help the application scoring in some situations such as a tiebreaker. Staff recommends an \$8,000 match over a period of 3 budget years.</p> <p>Applications are due by October 14, 2021.</p>	
<p>Requested Action:</p> <ol style="list-style-type: none">1. Receive public comment2. Approve the appropriate Resolution3. Approve the Citizen Participation Plan	

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

- none

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

- \$4000 for each of two upcoming years if local commitment is authorized
- None if local commitment is not authorized

Time needed to explain to Commissioners: 5 minutes

Attachments:

- Resolution with local commitment
- Resolution without local commitment (alternative)
- Citizen Participation Plan

Instructions for what to do with attachments once approved:

- Deliver three signed and sealed copies to Elizabeth Stalls.

CITIZEN PARTICIPATION PLAN

This plan describes how Duplin County will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

- To serve as an advisory committee to the project;
- To attend or hold public hearings or community meetings; and
- To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Managers or designated County official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with Duplin County. Duplin County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with Duplin County and their comments considered prior to acting. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Duplin County Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to the County Manager. Duplin County respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Duplin County Chief Elected Official who shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Duplin County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to Duplin County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

Duplin County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered. These notices will also be made available in the form of website press releases and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Manager will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at Duplin County during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan, and the Annual Performance Report. Other program documents are also available for citizen review on request at Duplin County consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals with adequate notice to put such individuals in place.

The County Manager is authorized to amend this Policy as needed for effective and efficient execution of the program.

Approved, this day, October 4, 2021, as part of the Board authorization to apply.

Dexter B. Edwards
Chairman

Davis H. Brinson
Clerk to the Board

(Seal)

**Resolution by the
Duplin County Board of Commissioners
2021 Community Development Block Grant
Neighborhood Revitalization (CDBG-NR)
Application**

WHEREAS, Duplin County has indicated its desire to assist in community development efforts for low-moderate income owner-occupied housing within Duplin County; and,

WHEREAS, Duplin County has held two public hearings concerning the proposed application for CDBG-NR to benefit low-moderate income owner-occupied housing within Duplin County; and,

WHEREAS, Duplin County desires to pursue a formal application for CDBG-NR funding to benefit low-moderate income owner-occupied housing within the County and invest \$8,000 of local commitment into the program; and,

WHEREAS, Duplin County certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED, by the Duplin County Board of Commissioners, Duplin County is authorized to submit a formal application to the North Carolina Department of Commerce for CDBG-NR funds to benefit low-moderate income owner-occupied housing within the County.

Adopted this day, October 4, 2021, in Duplin County North Carolina.

Dexter B. Edwards
Chairman

ATTEST:

Davis H. Brinson
Clerk to the Board

(Seal)

**Resolution by the
Duplin County Board of Commissioners
2021 Community Development Block Grant
Neighborhood Revitalization (CDBG-NR)
Application**

WHEREAS, Duplin County has indicated its desire to assist in community development efforts for low-moderate income owner-occupied housing within Duplin County; and,

WHEREAS, Duplin County has held two public hearings concerning the proposed application for CDBG-NR to benefit low-moderate income owner-occupied housing within Duplin County; and,

WHEREAS, Duplin County desires to pursue a formal application for CDBG-NR funding to benefit low-moderate income owner-occupied housing within the County; and,

WHEREAS, Duplin County certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED, by the Duplin County Board of Commissioners, Duplin County is authorized to submit a formal application to the North Carolina Department of Commerce for CDBG-NR funds to benefit low-moderate income owner-occupied housing within the County.

Adopted this day, October 4, 2021, in Duplin County North Carolina.

Dexter B. Edwards
Chairman

ATTEST:

Davis H. Brinson
Clerk to the Board

(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: Tim Wilson, County Attorney	Meeting Date: 10/4/21
Subject: County's Purchase of Parcel #13-233 in Kenansville, NC	
Summary, explanation and background: The County has entered into an offer to purchase Parcel #13-233, located at 212 and 214 Duplin Street in Kenansville, NC, contingent upon approval by the Board of Commissioners. The agreed upon price for the property is \$250,000.00.	
Requested Action: Motion to approve the County's purchase of Parcel #13-233 located at 212 and 214 Duplin Street in Kenansville, NC for the price of \$250,000.00, and to authorize the County Manager and/or County Attorney to execute all related closing documents.	
Budget impact for this fiscal year: \$250,000.00	
Budget impact for subsequent years: n/a	
Time needed to explain to Commissioners: 5 mins	
Attachments: Closing documents	
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.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: 19BUS1538			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/99 (DUPLIN STREET.PFD\19BUS1538\12)

D. NAME AND ADDRESS OF BORROWER: Duplin County PO Box 910 Kenansville, NC 28349	E. NAME AND ADDRESS OF SELLER: Timothy D. Cates and wife, Brenda B. Cates	F. NAME AND ADDRESS OF LENDER: CASH
---	--	---

G. PROPERTY LOCATION: 212 & 214 Duplin Street Kenansville, NC 28349 Duplin County, North Carolina	H. SETTLEMENT AGENT: 56-2068351 Mewborn & DeSelms, Attorneys at Law PLACE OF SETTLEMENT 829 Gum Branch Road, Suite C Jacksonville, NC 28540	I. SETTLEMENT DATE: October 5, 2021
---	---	---

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	250,000.00	401. Contract Sales Price	250,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,320.50	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	10/06/21 to 01/01/22	407. County Taxes	10/06/21 to 01/01/22
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	252,169.23	420. GROSS AMOUNT DUE TO SELLER	250,848.73
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	1,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	18,335.78
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506. Deposit retained by broker	1,000.00
207.		507.	
208. October Rent	910.00	508. October Rent	910.00
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,910.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	20,245.78
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	252,169.23	601. Gross Amount Due To Seller (Line 420)	250,848.73
302. Less Amount Paid By/For Borrower (Line 220)	(1,910.00)	602. Less Reductions Due Seller (Line 520)	(20,245.78)
303. CASH (X FROM) (TO) BORROWER	250,259.23	603. CASH (X TO) (FROM) SELLER	230,602.95

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Duplin County

Seller

Timothy D. Cates

Brenda B. Cates

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$ 250,000.00 @ 6.0000 %	15,000.00		
<i>Division of Commission (line 700) as Follows:</i>					
701. \$ 15,000.00	to Draughton Realty & Appraisal		Less Deposit Retained	1,000.00	
702. \$	to				
703. Commission Paid at Settlement					14,000.00
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	% to				
802. Loan Discount	% to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Ins. App. Fee	to				
807. Assumption Fee	to				
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to @ \$	/day (days %)			
902. MIP TotlIns. for LifeOfLoan	for months to				
903. Hazard Insurance Premium for	1.0 years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	months @ \$	per month			
1004. County Taxes	months @ \$	per month			
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008.	months @ \$	per month			
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to Mewbom & DeSelms, Attorneys at Law			900.00	
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to Mewbom & DeSelms, Attorneys at Law				275.00
1106. Notary Fees	to				
1107. Attomey's Fees	to				
<i>(includes above item numbers:)</i>					
1108. Title Insurance	to Chicago Title Insurance			389.50	
<i>(includes above item numbers:)</i>					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$				
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 26.00 ; Mortgage \$; Releases \$				26.00	
1202. City/County Tax/Stamps: Deed ; Mortgage					
1203. State Tax/Stamps: Revenue Stamps 500.00; Mortgage					500.00
1204. E-recording to Mewbom & DeSelms, Attorneys at Law				5.00	
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. 2021 Property Taxes	to Duplin County Tax Collector				3,560.78
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				1,320.50	18,335.78

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Mewbom & DeSelms, Attorneys at Law
Settlement Agent

FILE BALANCE SHEET

Borrower: Duplin County
Seller: Timothy D. Cates and wife, Brenda B. Cates
Lender: CASH
Settlement Agent: Mewborn & DeSelms, Attorneys at Law
 (910)455-9755
Place of Settlement: 829 Gum Branch Road, Suite C
 Jacksonville, NC 28540
Settlement Date: October 5, 2021
Property Location: 212 & 214 Duplin Street
 Kenansville, NC 28349
 Duplin County, North Carolina

INCOMING FUNDS

Duplin County		250,259.23
	Total Incoming Funds	250,259.23

DISBURSEMENTS

Draughon Realty & Appraisal Commission		14,000.00
Less deposit retained	(1,000.00)	
Chicago Title Insurance	15,000.00	
Duplin County Tax Collector	Title Insurance	389.50
Timothy D. Cates and Brenda B. Cates	2021 Property Taxes	3,560.78
Mewborn & DeSelms, Attorneys at Law	Closing Proceeds	230,602.95
Settlement or Closing Fee	Settlement Agents Fees	1,706.00
Document Preparation	900.00	
Recording Fees	275.00	
State Tax/Stamps	26.00	
E-recording	500.00	
	5.00	

Number of checks - 5		Total Disbursements 250,259.23
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BUYER / SELLER CERTIFICATION

Borrower: Duplin County
Seller: Timothy D. Cates and wife, Brenda B. Cates
Lender: CASH
Settlement Agent: Mewborn & DeSelms, Attorneys at Law
(910)455-9755
Place of Settlement: 829 Gum Branch Road, Suite C
Jacksonville, NC 28540
Settlement Date: October 5, 2021
Property Location: 212 & 214 Duplin Street
Kenansville, NC 28349
Duplin County, North Carolina

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Seller acknowledges payment in full of the proceeds due Seller from the settlement.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 _____
Duplin County

Timothy D. Cates

Brenda B. Cates

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Mewborn & DeSelms, Attorneys at Law
Settlement Agent

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: TAX ADMINISTRATION	Meeting Date: OCTOBER 4, 2021
Subject: SURPLUS PROPERTY – PARCEL 11-E110	
<p>Bid has been received and requesting that the bid be accepted and advertised for upset bids:</p> <p>Mr. Gary Rose, Tax Administrator, will appear before the Board to request the sale of surplus property, Parcel # 11-E110 located off Hwy 117 in Rose Hill Township.</p> <p>A bid was submitted on September 23, 2021 in the amount of \$2,500.00 by Wray B. Register, Jr. for this parcel of land Duplin County obtained through foreclosure on September 13, 2017. This bid is less than the original bid amount of \$2,954.00. The current tax value for this parcel is \$2,500.00. The Board may accept the bid and go through the process of selling this property as set forth in NCGS §160A-269 or they may reject the bid.</p>	
<p>Requested Action:</p> <p>Accept and go through negotiated bid process or reject the bid for \$2,500 from Wray B. Register, Jr..</p>	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: Five to ten minutes.	
Attachments: Bid sheet, map, and property record card	
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 by the agenda deadline. Remember, one original will be retained for the minutes

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 9-23-2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 11-E110 Township: Rose Hill

Offer Amount: \$ 2,500 Bid Deposit Amount (5%): \$ 125

Method of Deposit: Cash Check (Check # _____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please **make the deed out to:**

Wray B. Register Jr.

Phone Number: (910) 970-0039 Alternate Number: _____
(Please include area code)

Marital Status: Single Married Divorced Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

N/A

Mail refund check (if offer is upset by another party or Board rejects offer) to:

Wray B. Register Jr.
472 Garland King Rd.
Teachey NC 28464

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold "AS IS" and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Wray B. Register Jr.
Signature of Offeror

Date 9-23-2021



DUPLIN, COUNTY OF



Parcel #: 11-E110- - -
Account #: 2033817
Deed Ref: 1857/704 2018
Year Built: 0
Deeded Acres: 0
Last Sale Date: 09/13/2017
Year Built: 0

Property Address: OFF 117
Mailing Address: 224 SEMINARY ST KENANSVILLE NC 28349

Year Built: 0
Last Sale Price: \$2,954
Assessed Value: 2500
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value: \$0
Fire Code:
Notes: CONV_NOTES
Remarks: BONEY & BONEY S/D
Land Value Only: \$2500

DUPLIN COUNTY GIS

DISCLAIMER: July 24, 2020

The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances.

Generated by <http://gis.duplincountync.com>

2001
PRIOR PARCEL NO.

**DUPLIN COUNTY, NC
PROPERTY RECORD CARD**

11-E110-
ROSE HILL
DUPLIN, COUNTY OF

RUN DATE: 07/16/2020 TIME: 12:34

PROPERTY ID: 11-E110-		PIN 11-2398-02-55-2569-		ROUTE NO 000		LAND DATA 241 (CONT'D):		TYPE:		ACRES:	
MAP 000	CODE	P ADD	OFF 117	015	ACRES	50					.000
INS	PC 1	OWNER	DUPLIN, COUNTY OF	016	WIDTH	150					.000
BLK 00E	BOOK 1857	NAME	224 SEMINARY ST	017	DEPTH						.000
SUF	PAGE 704	S	KENANSVILLE NC 28349-	018	INF FAC						.000
LOT 0051	TAX YR 2018	ADD	2033817	019	LAND NBHD	1					.000
SUB	TX CD C	ACCT NO		020	COMP CODE	2					.000
REMARKS: BONEY & BONEY S/D			OTHER APPRAISAL DATA			ADJUST %			289		
ATTIC:			PLUMBING:			PORCHES (Con't):			STRUCTURE:		
NO RMS 080			5 FIX 130			FND-1 200			PLB BGMT 214		
% FIN 081			4 FIX 131			FND-2 201			PLB 1ST FL 215		
L.S. 082			3 FIX 132			BSMT. ENT. 202			TOT. RMS. 216		
INDICATOR 083			2 FIX 133			PL. WALL 203			BOR. 1ST FL. 217		
BASEMENT:			EX. W.C. 134			DRYWALL 204			BOR. 2ND FL. 218		
TOT. AREA 085			EX. BRK 135			PAN VEN 205			TOT. BOR. 219		
FIN. AREA 086			L.S. 136			UNF. WALL 206			TOPOGRAPHY:		
INDICATOR 087			L.S. 137			HRO FL 207			NBHD NO 2		
OBSOLESCENCE:			GARAGES:			TILE FL 208			TOWNSHIP 11		
L.S. 041			1-CODE 140			CARPET SUB FL 209			ROLLING 222		
ECON INDICATOR 042			2-CODE 141			UNF. FL 210			ZONING 234		
PRIMARY STRUCTURE:			1-CODE 142			PINE FL 211			CEN. TR. 235		
HOUSE OP 045			AREA 143						STATE CODE 239		
BSMT. OP 046			RATE 144						OCCUP. 240		
CHIMNEYS 047			GRADE 145								
L.S. 048			% DEPR. 146								
CONST. # 049			2-CODE 147								
INDICATOR 049			AREA 148								
ADDITIONS:			3-CODE 149								
MATERIAL 052			RATE 150								
CONST. 2 053			GRADE 151								
TYPE 054			% DEPR. 152								
S.F. 2 055			3-CODE 153								
CONST. 3 056			AREA 154								
TYPE-1 057			RATE 155								
S.F. 3 058			GRADE 156								
CONST. 4 059			% DEPR. 157								
TYPE-2 059			3-CODE 158								
L.S. 060			AREA 159								
HEATING-A/C:			4-CODE 160								
H.A. FORCE 061			UNITS 161								
CONST. 5 062			RATE 162								
H. WATER 063			GRADE 163								
S.F. 5 064			% DEPR. 164								
FL. FURN 065			3-CODE 165								
RADIANT 066			AREA 166								
BASEBD. 067			RATE 167								
HEAT PUMP 068			GRADE 168								
WALL UNIT 069			% DEPR. 169								
NO HEAT 070			4-CODE 170								
NO SIDE 071			UNITS 171								
% SIDE 072			AREA 172								
L.S. 073			RATE 173								
NO REAR 074			GRADE 174								
% REAR 075			% DEPR. 175								
L.S. 076			3-CODE 176								
INDICATOR 077			AREA 177								
FARM TYPES			4-CODE 178								
T H P			UNITS 179								
N N N			GRADE 180								
			% DEPR. 181								
			3-CODE 182								
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			% DEPR. 356								
			3-CODE 357								
			AREA 358								
			RATE 359								
			GRADE 360								
			% DEPR. 361								
			3-CODE 362								
			AREA 363								
			RATE 364</								

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: TAX ADMINISTRATION	Meeting Date: OCTOBER 4, 2021
Subject: REQUEST TO PUSH BACK THE NEXT REVALUATION ONE YEAR	
Due to problems associated with the conversion of the real estate data information from the old tax software to the newly purchased tax software, the tax administrator is requesting the effective date of the next revaluation be changed from January 1, 2022 to January 1, 2023. This one- year delay will allow for a much more accurate and qualified revaluation job.	
Requested Action: Approve the attached resolution changing the effective date of the next revaluation to January 1, 2023.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: Ten to twenty minutes.	
Attachments: Resolution.	
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 by the agenda deadline. Remember, one original will be retained for the minutes

**RESOLUTION
TO DELAY DUPLIN COUNTY'S
NEXT SCHEDULED REVALUATION
FROM JANUARY 1, 2022, TO JANUARY 1, 2023 AND TO IMPLEMENT
SUBSEQUENT REAPPRAISALS EVERY FOUR YEARS**

WHEREAS, Duplin County adopted a resolution on March 18, 2019 to delay the next reappraisal from January 1, 2021 to January 1, 2022 and to implement subsequent revaluations every four years; and

WHEREAS, Duplin County desires to delay the next revaluation one year to 2023 but to continue subsequent revaluations every four years thereafter; and

NOW, THEREFORE BE IT RESOLVED by the Duplin County Board of County Commissioners ("Board") that the next scheduled revaluation will be January 1, 2023, and subsequent revaluations will be every four years thereafter; and

BE IT FURTHER RESOLVED that when the county budget for each succeeding fiscal year is in preparation, the Board, with the County Manager and Assessor, shall review the progress of the reappraisal work, and the Board shall appropriate to the special reserve fund such funds for reappraisal completion of the reappraisal work on schedule for a quadrennial revaluation cycle; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded promptly by the Clerk of the Board to the North Carolina Department of Revenue as required by G.S. 105-286.

Adopted this 4th day of October, 2021.

Dexter Edwards, Chairman

Attest: _____
Davis H. Brinson, Clerk