

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, September 6, 2022 at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackelford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burrell, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, and asked Commissioner Blizzard to give the invocation and lead the Pledge to the Flag.

Chairman Heath introduced two new staff members, Mr. Josh Jones as the new Elections Director and Shervia Ashford as the Human Resources Director.

B. Approval of Agenda

Chairman Heath asked for any changes to the agenda. There were none and he called for a motion to approve.

On motion by Commissioner Blizzard and seconded by Commissioner Jones the Board voted unanimously (5-0) to approve the agenda.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Seeing as none, he called for a motion to approve.

On motion by Commissioner Jones and second by Commissioner Blizzard the Board voted unanimously (5-0) to approve the Consent Agenda.

- August 15, 2022 Regular Meeting Minutes

- Releases/Refunds

- Consideration of Late Applications for Disabled Veteran and Elderly/Disabled

Exclusion

- Budget Amendment; Senior Center

Refunds: NCVTS Tax & Tag

Tina Marie Warrick	\$218.23	Tina Marie Warrick	\$243.11	David Luther Wiggins	\$30.61
Angeleen Newell Hudgel	\$10.28	Scotty Charles Garner	\$38.88	Kincey Harvey Worthington	\$21.37
Sharon Dailey Davis	\$9.15	Abbey Strickland Cash	\$260.62	Cameron Eugene Moss	\$347.46
Franklin D Roosevelt Jones	\$76.12	Kenta Lamont Hall	\$10.83	Jamie Brooks Tingen	\$24.46
Rain Services Inc.	\$358.23	Rain Services Inc.	\$73.22		

Releases: Ad Valorem Tax

Linda Williams Spikes	\$405.00	Carolina Farms Pipe Division Inc.	\$25.95	Virginia Price	\$45.00
Mary Ella Hooker Heirs	\$13.77	Lynwood Earl Perkins, Jr.	\$143.62	International Paper Co.	\$711.83

Refunds: Ad Valorem Tax

Angeleen N. Hudgel	\$89.12	Angeleen N. Hudgel	\$72.99	Angeleen N. Hudgel	\$72.99
Angeleen N. Hudgel	\$72.99	Hardy Jernigan	\$45.00		

D. Public Hearings

1. Closeout 2018 CDBG-NR; Mike Barnette, McDavid Associates. Mr. Barnette presented an overview of the program and noted that all monies returned except what was spent before the program was closed due to COVID. Chairman Heath opened the public hearing for public comments and he closed the public hearing as there were no comments. No action needed from the Board.

2. FY24 5311 Administration Grant; Misty Chase, Transportation Director. Ms. Chase presented an overview of the program for the FY24 5311 Administration Grant and requested the public hearing be opened for public comment. Chairman Heath opened the public hearing for public comments and he closed the public hearing as there were no comments. Ms. Chase asked the Board for their approval to apply for this grant.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the FY24 5311 Administration Grant application.

3. Project Haul, Economic Development Incentives; Trey Cash, Vice President & Existing Industry Representatives, GTP EDR. Mr. Cash presented an overview of the proposed incentives. Chairman Heath opened the public hearing for public comments. Chairman closed the public hearing as no comments were made. Mr. Cash asked the Board for approval of the agreement with H&T Trucking.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Economic Development Agreement with H&T Trucking.

E. Public Comments

1. Anthony Darden, Snow Hill. Mr. Darden made comments in regards to the Greene County veterans.

F. Presentations

1. Mike Barnette, McDavid Associates; Update on HMGP project 4285. Mr. Barnette stated that the approval and funds to elevate the two home on Speights Bridge Road has been received and they are starting to move forward with that.

2. David Bone, Executive Director, East Carolina Council of Government. Mr. Bone gave a presentation of the history of the COG, their mission and the services they provide.

3. Rich Moore, McDavid Associates; Division of Water Infrastructure ARP Funds. Mr. Moore presented a resolution permitting his firm to apply for grant funds for rehabilitation of aged infrastructure for Greene County.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the resolution.

4. Rich Moore, McDavid Associates; Stocks McLawhorn Road NCDOT Waterline Replacement. Mr. Moore presented a resolution amending the Capital Project budget for approval after the final adjustments as Change Order #1. He asked the Board to adopt the Resolution Amending Capital Project Budget and approving the Final Adjusting Change Order.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve to adopt the Resolution and approve the Change Order for this project.

5. Rich Moore, McDavid Associates; SCADA Improvement Change Order #2. Mr. Moore presented a resolution with a change order. This change order is in response to changing tank maintenance based on conversation with the tank maintenance company. The contractor (Custom Controls Unlimited, LLC) had a completion date of August 12, 2022 and has requested an extension to December 31, 2022. Mr. Moore said this change order does not impact the project budget and requested the adoption of this Resolution Approving Change Order #2.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the adoption of this Resolution approving Change Order #2.

6. Larry Schultz, Commander, American Legion Shirley-Hill Post 94; Recognition of Ray Eubanks, Congressional Medal of Honor Recipient. Mr. Schultz addressed the Board of Commissioners concerning appropriate recognition of Ray Eubanks, Congressional Medal of Honor Recipient. Mr. Schultz made a couple of suggestions that the county could do and presented a copy of the Resolution that American Legion Post 94 in recognition of Ray E. Eubanks (see attached). He asked the Board to sign the Resolution as well.

On motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to approve.

7. Robert Masters; Request of Assistance in Securing a building headquarters for American Legion Post 536. Mr. Masters handed out research documents he gathered and asked for Salvador Tinoco to speak and Chairman Heath stated he could speak as long as his statement is not political. Mr. Tinoco stated this is to clear up issues from the last meeting. Mr. Masters said he was contacted by Salvador Tinoco to help with the Post 536 issue. He came to meet with Post 536 and Mr. Tinoco. He was asked by WITN to speak about Post 536, he said he spoke to WITN and Post 536 members. He continued and stated that there are three American Legion Posts in Greene County and he was only aware of one Post the whole time he lived in Greene County. Two of these Posts have their own meeting/headquarters and Post 536 is the only post that does not. He asked members of Post 536 that were present to speak about promises made to them. Mr. Darden came forward and stated that he was promised and it was approved in a BOC meeting, space in the new GC Operation Center when it was complete. Members of the Board stated that no promises or approval were made to Post 536. Chairman Heath stated that the county Veterans Services offices was moved to the Operation Center to make room for a new position at the county complex. Mr. Masters went over the documents he was able to obtain (deeds and tax cards). Mr. Masters said he is asking the county to work with Post 536 to obtain them a building. He acknowledged that Post 536 needs to step up and raise funds to help themselves, and they will need help from others to obtain what they are wanting. Commissioner Shackleford stated that all veterans need help as our country is not doing a good job of taking care of our veterans. Commissioner Shackleford stated that people need to step up to help not

only the veterans but all people who need help. Chairman Heath called on the county attorney to speak on the research done about the two Posts that have their own buildings. Ms. Stanley said she has been to the register of deeds office to pull copies of deeds concerning this building. She was shown documents from BOC minutes showing when this building was given to the county and then eventually sold to Post 94. She found that Post 94 asked for funds from the county for needed repairs and loans given to Post 94 to repair the building once it was sold to the Post. When the building was deeded to Post 94 the building was in a "bad state of repair" per the deed. Chairman Heath asked Post 94 for any comments they had. Mr. Lou Cook, past Department Commander of Post 94 spoke. Mr. Cook stated that posts used to be segregated but that changed in the sixties. He stated that Post 94 has had black member's and he believes Post 536 has had white members as well. He has heard a question about joining the posts and once a post is formed it is not a good idea to try to join the posts as one. Posts do not need a building to call home, he knows of a post that meets regularly at a local restaurant and it has been that way for a long time. He also stated that he has heard said that Post 94 has declined to allow any members of Post 536 to join their post. He said if anyone has any questions at any time to please call and he would be glad to help. Mr. Masters made a comment that combining posts would be a last resort. But he feels if a post wants a home that all posts should help each other to obtain that. He stated that it's past time that we all work together to help Post 536. Mr. Darden stated that Post 536 never said they were turned away by Post 94. Chairman Heath stated that he wants all to understand that the county never paid the way for either of two other posts and the documentation presented today shows that they county never gave anything to either post and yes, the county does care about our veterans. He asked what is Post 536's plan to financially support themselves? He also feels there was no need to get the media involved in this. Chairman Heath agreed that we can work together to try to get Post 536 a home.

G. County Manager Report

1. Mr. DeHaven presented a Resolution of Support for Operation Green Light. Mr. DeHaven noted that this is led by National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO), Operation Green Light for Veterans is an effort by America's 3,069 counties, parishes and boroughs to show support for veterans by lighting municipal buildings in green from November 7 to November 13. In addition to lighting county buildings, residents and businesses are encouraged to participate by simply changing one light bulb in their house to a green bulb. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously to approve the Resolution of Support.

2. Mr. DeHaven next presented an Amendment to Position Classification Plan; Administrative Officer II. Mr. DeHaven stated that a need to amend the position classification plan to include an Administrative Officer II for the Social Services Department has been requested. The individual serving in the Administrative Officer Position I have been determined to meet the qualifications for the Admin Officer II position. This position will be classified as a grade 70 in both the State Local Salary Plan and Greene County Salary Plan.

On motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to approve this Amendment to Position Classification Plan.

3. Mr. DeHaven next presented a Budget Amendment from EMS. Mr. DeHaven stated the budget amendment is needed as the new ambulance ordered earlier in the year is complete and will be delivered soon. He stated as you recall, the repurposed ARP funds will be used for this expense. Commissioner Blizzard asked why we were doing a budget amendment for items that the board had already approved in the past. Mr. DeHaven stated this is needed to move the money from one FY to another. Commissioner Blizzard asked that the budget amendment be itemized for the ambulance, stretcher and cardiac monitor.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted unanimously to approve the Budget Amendment.

4. Mr. DeHaven next presented a Budget Amendment for Recreation. Mr. DeHaven noted that the Budget Amendment is needed to cover cost of security cameras installed at the Recreation Complex. This project had previously been approved and is now complete.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve the Budget Amendment.

5. Mr. DeHaven presented a request for appointment to the ABC Board. Chairman Heath removed from table. Commissioner Jones made a motion to withdrawn his original motion from previous meeting and Commissioner Blizzard seconded this motion, the Board voted unanimously to remove this motion. Mr. DeHaven noted that at our last meeting, we were operating under the impression that two members were needed, the state has confirmed that only on is needed. The position was advertised, one application was received. The ABC Board requests that you re-appoint Mr. Taylor.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve this appointment.

6. Mr. DeHaven presented a request to Accept Bids and Award of Contract for Creek Snagging, 2022. Mr. DeHaven noted a formal bid packet was advertised for recently awarded Creek Snagging funds from the State of North Carolina. Seven bids were received. After careful analysis, Mr. Rodney Taylor, of Soil and Water recommends the bid presented by Grillot Construction, LLC. Contract language has been agreed to and await the approval of the Board of Commissioners. Commissioner Blizzard asked if this will do the whole part of the creek that runs through Greene County. Mr. Taylor stated that the funds will cover from Snow Hill Boat Ramp to Sheppard's Ferry Bridge Road. Commissioner Blizzard asked for a list of equipment to be used.

On motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to accept the bids and award the contract to Grillot Construction, LLC for the Creek Snagging, 2022.

7. Mr. DeHaven next presented a new DEPS Security Agreement. Mr. DeHaven stated that Mr. Greg Smith of DEPS has formally notified the County of the need for a revised contract. The main concern for the need for a new contract is the cost of labor. The initial contract was at a rate of \$16.00/hour in July of 2019. The cost of labor has increased substantially since then and he has asked for us to consider \$19.50/hour/officer. This is competitive with our market, but more cost effective than hiring our own.

On motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to approve this agreement for DEPS Security.

8. Mr. DeHaven next presented an Easement from Duke Energy Progress, LLC. Mr. DeHaven noted the plan is to install a temporary power line across Greene County property that will need an easement as part of a larger project. A new secondary line will serve the current aerial light and this line will be permanent. There will also be a temporary line and it will be removed once they have completed work in and around Snow Hill.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted unanimously to approve this Easement.

H. County Attorney Report

No comments.

I. Commissioner's Report and Recommendations

Chairman Heath went over current COVID numbers for the County. The County Public Health Department is awaiting the CDC approval of a new booster shot that will help with the most current strains. He stated that this approval was given this morning and the Public Health Department will be making an announcement of when they will start making appointments to give this booster. The County COVID test site will continue doing testing on Monday/Tuesday and Thursday's. Commissioner Jones asked Ms. Joy Brock if people will be able to get this booster and the flu shot at the same time. Ms. Brock said yes you will be able to. Commissioner Jones reminded all of Post 94 BBQ Chicken fundraiser this coming Saturday. Commissioner Blizzard announced that the Senior Games are this week and will run through the month in Raleigh. She also reminded all of the First annual Job Fair is Wednesday, September 14th at the Wellness Center. She also believes that a question was asked at the last meeting about the enrollment for the paramedic training program and what the success rate is. She asked that this be brought to the next meeting. Commissioner Burress stated that Greene Pregnancy Center "Life Banquet" will be held at the GC Wellness Center at 6 p.m., there will also be a ribbon cutting ceremony at the Snow Hill Integrated Care on the same date and time. On September 11th Shine Fire and EMS 60-year anniversary open house at 2 p.m. On September 18th the Walstonburg Rural Fire Association will hold a BBQ plate sale from 11:30 to 1:30 p.m.

J. CLOSED SESSION – Attorney Client Privilege

Motion In – Commissioner Jones made motion and Commissioner Blizzard seconded, the Board voted unanimously to approve.

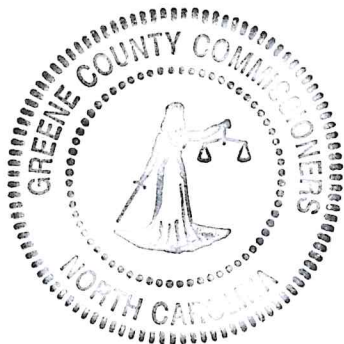
Motion Out - Commissioner Jones made motion and Commissioner Shackelford seconded, the Board voted unanimously to approve.

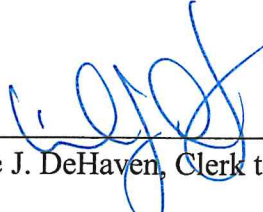
K. ADJOURN

On motion by Commissioner Jones and second by Commissioner Blizzard to adjourn the meeting, the Board voted unanimously to adjourn.


Bennie Heath, Chairman

Attest:





Kyle J. DeHaven, Clerk to the Board

**GREENE COUNTY
SHIIP SMP EVENT PUBLIC SHRED A THON
9/6/2022**

[illegible]

<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
SHIIP/MIPPA/SMP Grant	11170-434511	1300.00	SHIIP Contract Services	11597-527500	1300.00
Total			Total		

The Senior Center has received additional funds under the Senior Medicare Fraud Division of SHIIP to host a public Shred A Thon Event on Saturday Sept. 10th from 10:00-1:00.

Shawn L. Harrison

Approved by:

Approved by: 



FY2024 Community Transportation Public Hearing

Greene County Public Transportation each year has the opportunity to apply for 5311 Non-Urbanized Area Community Transportation Program Funding. This year's application is due by October 7, 2022. We are required by NCDOT and FTA to hold a public hearing each year for our application. In the past we have held one public hearing for both Administrative Operating and Capital- this year the Capital applications will not be released until later in the year- this is being done because of the Vehicle Purchase contracts and in the delay of delivery. This Public Hearing is only for our Administrative Operating 5311 Funding- Application amount is \$127,337. Local Share is \$19,101.00 (this money is generated by Transportation and does not come from the General Fund- it is generated by ride revenue).

Our 5311 Administrative Operating Grant funds cover the cost of the director's salary, one administrative staff salary, travel, training expense, utilities, drug/alcohol testing, telephone, advertising, promotional funding, vehicle insurance, dues/subscriptions, computer programming/software.

The local share is generated by ride revenue and contracted trips- this includes medical and Senior Center trips. Greene County Transportation is considered an Economic Tool for our county as we also provide trips to and from work, to the grocery stores, banks, post office, utility companies, general shopping, and Health and Human service trips. Each day we strive to try and improve the quality of life for our citizens. My staff serves our county/community by being a very positive roll in improving the lives of our citizens and help to boost the economy for our local business partners. The funds we receive from this grant give us the opportunity to serve more citizens and increase the services that we offer.

As always, we appreciate the support and confidence that you as Board of Commissioners have in us doing what we do for our county.

Thank you!

Misty Chase, Director



TO: Greene County Board of Commissioners
FROM: Trey Cash
DATE: September 6, 2022
SUBJECT: Economic Development Agreement for H&T Trucking, Inc. (Project Haul)

After a public hearing to consider the provision of economic development incentives for H&T Trucking, Inc. (Project Haul), the North Carolina Global TransPark Economic Development Region request the Greene County Board of Commissioners to consider the Economic Development Agreement for H&T Trucking, Inc. (Project Haul). The county and H&T Trucking, Inc. agreement would be a \$32,500 performance-based grant paid over five years. The agreement and goals are based on the Greene County Business Investment Program for Companies with Investments less than \$2.5 million.

H&T Trucking, Inc. is expanding its current operations at its Bullhead site to add a mechanical shop, wash-out bay, and office space. This hiring of new positions and creating new jobs is also contributing to the growth of the local Greene County economy. The project brings a capital investment of more than \$450,000 over the next five (5) years to Greene County and is expected to create more than 70 additional jobs at that site.

No money would be paid until after performance goals are met. The performance goals and payout are below and in Exhibit A of the agreement. The first payment would be following the investment and reporting to the Greene County Tax Office.

The value of incentive is based upon the appraised value each year as appraised by the Greene County Tax Administration Office. The amount of Greene County property tax revenues that will be billed to the company for their capital investment in machinery and equipment for Project Haul will exceed the amount to be paid out by the county for economic development grants.

Performance Goals

Year	Annual Job Increase	Total Jobs in County	Non-Depreciated Capital Investment	Capital Investment Cumulative Totals	County Grant	County Grant Payment Year
2022	18	132	\$450,000	\$450,000	\$6,500	\$0
2023	13	145	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2024	13	158	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2025	13	171	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2026	13	184	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2027					\$0	\$6,500
Totals	70	184	\$450,000.00	\$450,000.00	\$32,500.00	\$32,500.00

STATE OF NORTH CAROLINA
COUNTY OF GREENE

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is executed this 6th day of September, 2022 by and between H&T Trucking, Inc. a corporation authorized to do business in the state of North Carolina, having its principal place of business at 243 Harper Road, Stantonsburg, North Carolina 27883 (H&T Trucking, Inc.) and the County of Greene, a political subdivision of the State of North Carolina, having its principal place of business at 229 Kingold Blvd, Snow Hill, NC 28580 (hereinafter the "County").

WITNESSETH:

WHEREAS, H&T Trucking, Inc. desires to purchase/construct or cause to be constructed certain industrial facilities and desires to install certain industrial machinery, equipment, and improvements that represent a non-depreciated capital investment in excess of \$450,000, (\$350,000 real property and \$100,000 personal property investment) and to create seventy (70) new jobs in facilities to be located on their existing site at 243 Harper Road, Stantonsburg, North Carolina 27883 (the "Property"); and

WHEREAS, H&T Trucking, Inc. shall incur certain costs for installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County tax base through increased ad valorem tax value created as a consequence of capital investment in machinery and equipment being brought into the County; and

WHEREAS, the County recognizes that a portion of the revenues generated as a consequence of this business venture be returned to H&T Trucking, Inc. to pay a portion of the costs of the investment, and that such revenues be designated as an "Economic Development Grant" to H&T Trucking, Inc., in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500) and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and H&T Trucking, Inc. performance to this writing;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

I. Economic Development Incentives.

H&T Trucking, Inc. will incur costs in certain machinery and equipment installed in facilities to be located and the County will realize economic benefits due to the expansion of the tax base and the creation of jobs. As an incentive for H&T Trucking, Inc. to invest in machinery and equipment and real property in a its new facility and in accordance with North Carolina General Statutes 158-7.1, the County shall provide to H&T Trucking, Inc. the incentives set forth herein in accordance with the terms and conditions of this Agreement. The County shall provide an Economic Development Grant to H&T Trucking, Inc. with an estimated value of Thirty-Two Thousand Five Hundred Dollars (\$32,500) with such a grant to be made available to H&T Trucking, Inc. as set forth in Exhibit A.

- A. The County shall pay to H&T Trucking, Inc. in installments a total grant of Thirty-Two Thousand Five Hundred Dollars (\$32,500) as shown on, and in accordance with terms and conditions described in, Exhibit A to this Agreement (the "County Performance Grant").

II. Representations.

The County represents and warrants that (a) it has the power and authority to bind itself to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County under North Carolina General Statutes 158-7.1, The Local Development Act of 1925, as amended.

III. Miscellaneous Provisions.

- A. Independent Agreement. This Agreement and the conditions hereof only relate to the provisions and grants from the County set forth herein and do not limit or affect other commitments made by the County, the City, the State of North Carolina, or other entities.
- B. Governing Law. This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina and in the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.
- C. Binding Agreement. The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that H&T Trucking, Inc. is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Greene County, North Carolina.
- D. Assignment. This Agreement shall be assignable by H&T Trucking, Inc. to any entity that is controlled by controls or under common control with H&T Trucking, Inc., or in the case of a sale of substantially all the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility.

- E. Survival. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials to the full extent permitted under applicable law.
- F. Force Majeure. H&T Trucking, Inc. shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond H&T Trucking, Inc. control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials, labor or transportation, the loss of any public or private supplied utilities, the regulations issued by any government or any of its agencies, acts of God, or any other cause similar or dissimilar to the foregoing.
- G. Entire Agreement. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GREENE COUNTY

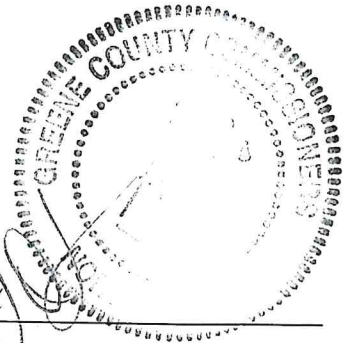
Bennis Heath

Greene County Board of Commissioners - Chairman

Attest:

[Signature]

Clerk to the Board



H&T Trucking, Inc.

Attest:

By: Thomas L. Hargrave

Title: President

[Signature] HST/K
Secretary

EXHIBIT A**Performance Goals**

Year	Annual Job Increase	Total Jobs in County	Non-Depreciated Capital Investment	Capital Investment Cumulative Totals	County Grant	County Grant Payment Year
2022	18	132	\$450,000	\$450,000	\$6,500	\$0
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2027					\$0	\$6,500
Totals	70	184	\$450,000.00	\$450,000.00	\$32,500.00	\$32,500.00

Calculation Methodology:

H&T Trucking, Inc. performance against the above-listed capital investment goals shall be measured on or before January 1st of each following year by calculating the total amount of capital investment as of January 1st of that year. Payment by County should H&T Trucking, Inc. be current in all tax payments and performance goals be met, will be made by September 30th of each year beginning in 2023. Should the percentage of the total projected goal be less than 100% in any given year, the County shall accrue the amount funds budgeted but unearned and such funds shall be paid out in the first subsequent year that H&T Trucking, Inc. attains at least 100% of its total projected goal. This grant shall expire on December 31, 2027.

Example of Calculation Methodology:

<i>Year</i>	<i>Total Jobs in County Goal</i>	<i>Total Jobs Attained (%)</i>	<i>Capital Investment Cumulative Totals Goal</i>	<i>Actual Investment</i>
2022	18	14 (80%)	\$450,000	\$450,000 (100%)
2023	13	17 (130%)	\$0	\$0

Year 2023

(For calendar year 2022)

Average % attained = (80% + 100%) / 2 = 90%

Amount due from Greene County in 2023 = .90 x \$6,500 = \$5,850.

Amount unearned and being accrued \$6,500 - \$5,850 = \$650 (For calendar year 2023)

Year 2024

(For calendar year 2023)

Average % attained = (100% [Jobs] + 100% [Investment]) / 2 = 100%

Amount due from Greene County payable by September 30, 2024 = 100% x \$6,500 = \$6,500.

Amount earned and accruals due = \$6,500 + \$650 = \$7,150

Definitions:

“Capital Investment” shall be the ad valorem tax value of the property located in the County that is owned by H&T Trucking, Inc., its affiliates, or financing entities where H&T Trucking, Inc. or its affiliates maintain operational control of the property. Any disputes as to the calculation of Capital Investment shall be subject to mediation between senior executives of the applicable parties, or if such mediation is not successful by an action at law or in equity.

“Budget” unless otherwise agreed in this Agreement, the County shall approve a budget for the specific grant amount offered to H&T Trucking, Inc. by July 1st of each year that the respective grant is offered, for payment by the agreed-upon date.

“Full Time Job” shall mean a position requiring a minimum of 1,600 hours per year held by one employee in the County at the end of the respective calendar year.

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County/City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County/City within the meaning of the State Constitution. This Agreement shall not directly or indirectly or contingently obligate the County/City to make any payments beyond those appropriated in the County's/City's sole discretion for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's/City's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County/City governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.

RESOLUTION
AUTHORIZING DIVISION OF WATER INFRASTRUCTURE APPLICATION
2022 WATER SYSTEM IMPROVEMENTS
GREENE COUNTY

WHEREAS, Greene County has need for and intends to construct, plan for, or conduct a study in a project described as 2022 Water System Improvements, and

WHEREAS, Greene County intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:

That Greene County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

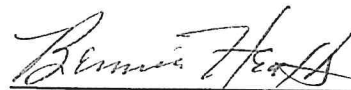
That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Greene County to make a scheduled repayment of the loan, to withhold from Greene County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Bennie Heath, Chairman, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6th day of September, 2022 at Snow Hill, North Carolina.



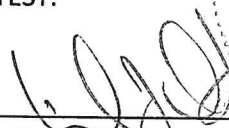
Bennie Heath, Chairman
Greene County

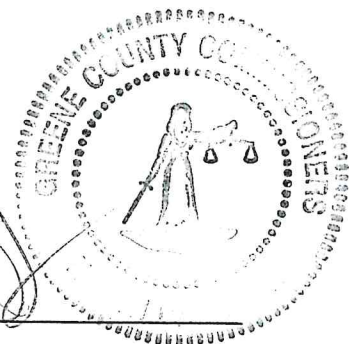
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Greene County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Greene County duly held on the 6th day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September 2022.

(SEAL)

ATTEST:



Kyle J. DeHaven
Clerk to the Board

**RESOLUTION
AMENDING CAPITAL PROJECT BUDGET AND
APPROVING FINAL ADJUSTING CHANGE ORDER
STOCKS MCLAWHORN ROAD CREEK CROSSING WATER LINE REPLACEMENT
CONTRACT NO. 1 – POLECAT CREEK WATER LINE REPLACEMENT
GREENE COUNTY**

WHEREAS, Greene County has been approved for reimbursement of costs related to replacement and relocation of an existing water line along Stocks McLawhorn Road crossing Polecat Creek by the NC Department of Transportation necessitated by replacement of a bridge crossing, and

WHEREAS, Plans for construction have been completed and bids for construction were received on February 22, 2022, and

WHEREAS, Herring-Rivenbark, Inc. submitted the low bid for Contract No. 1 – Polecat Creek Water Line Replacement in the amount of \$91,078.00, and

WHEREAS, Construction activities are complete and work activities were performed under budget such that a final capital project budget amendment and final change order are needed,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:

That the attached budget is amended.

That Change Order No. 1 is approved.

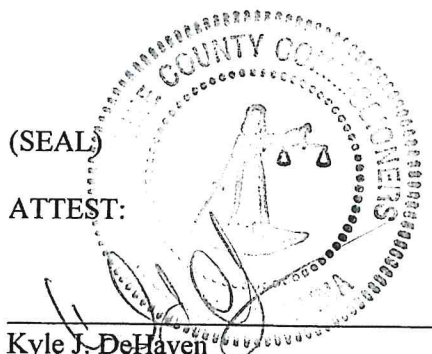
That the Chairman and County Manager are authorized and directed to execute all documents associated with project completion/close-out on behalf of Greene County.

That all project change orders shall be presented to the Board of Commissioners for formal approval.

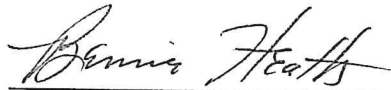
Adopted this the 6th day of September, 2022 at Snow Hill, North Carolina.

(SEAL)

ATTEST:



Kyle J. DeHaven
Clerk to the Board



Bennie Heath, Chairman
Greene County Board of Commissioners

STOCKS MCLAWHORN ROAD WATER LINE REPLACEMENT
 CONTRACT NO. 1 - POLECAT CREEK WATER LINE REPLACEMENT
 GREENE COUNTY
 SEPTEMBER 6, 2022

		BUDGET <u>7-Mar-22</u>	ADDS/ <u>DEDUCTS</u>	AMENDED <u>BUDGET</u>
	<u>REVENUES</u>			
xx-xxxx-xxxx	NC Department of Transportation	\$123,387.34	-\$5,834.25	\$117,553.09
xx-xxxx-xxxx	Sales Tax Refund	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	TOTAL REVENUES	\$123,387.34	-\$5,834.25	\$117,553.09
	<u>EXPENSES</u>			
	Construction			
xx-xxxx-xxxx	CN 1 - Water Line Relocation - Herring-Rivenbark	<u>\$91,078.00</u>	<u>-\$5,087.00</u>	<u>\$85,991.00</u>
	Subtotal Construction	\$91,078.00	-\$5,087.00	\$85,991.00
xx-xxxx-xxxx	Contingency	\$16,622.00	\$0.00	\$16,622.00
xx-xxxx-xxxx	Planning and Design	\$7,887.34	\$0.00	\$7,887.34
xx-xxxx-xxxx	Construction Administration/Observation	\$7,000.00	-\$136.25	\$6,863.75
xx-xxxx-xxxx	Advertisement Fees	<u>\$800.00</u>	<u>-\$611.00</u>	<u>\$189.00</u>
	TOTAL EXPENSES	\$123,387.34	-\$5,834.25	\$117,553.09

SECTION 01029

CONTRACT CHANGE ORDER

CONTRACT FOR 2021 NCDOT Stocks McLawhorn Water Line Replacement Contract No 1 – Polecat Creek Water Line Replacement	ORDER NO. 1
	DATE: September 6, 2022
	STATE NC
	COUNTY Greene County
OWNER	Greene County

TO _____ Herring – Rivenbark, Inc.

(Contractor)

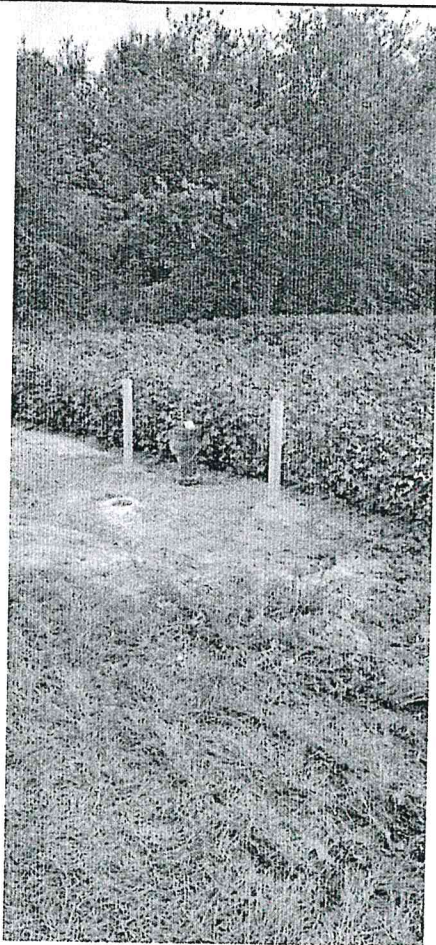
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Final adjusting change order based on work completed. Scope addition of concrete bollards for installed fire hydrant to protect hydrant from heavy equipment.	\$ (5,087.00)	\$0.00
TOTALS	\$ (5,087.00)	\$ 0.00
NET CHANGE IN CONTRACT PRICE	\$ (5,087.00)	

JUSTIFICATION:

Adjustments are made to contract, summarized as follows:

1. Reduction of final quantities based on final installation (required fewer fittings and no construction stakeout).
2. Fire hydrant was installed at rights-of-way. Based on fire hydrant installation, concrete bollards were installed to increase visibility of the fire hydrant and to help protect the fire hydrant.



Current Contract Amount adjusted by previous change order: Ninety-one thousand seventy-eight and 00/100 Dollars (\$91,078.00).

The amount of the Contract will be (Decreased) (~~Increased~~) By the Sum of: Five thousand eighty-seven and 00/100 Dollars (\$5,087.00).

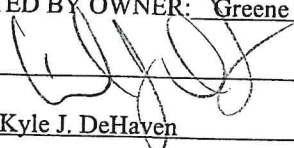
The Contract Total including this and previous Change Orders Will Be: Eighty-five thousand nine hundred ninety-one and 00/100 Dollars (\$85,991.00).

The Contract Construction Completion Date prior to this Change Order is: October 24, 2022

The Contract Period Provided for Completion Will Be (~~Increased~~) (~~Decreased~~) (Unchanged): 0 Days

The Revised Contract Construction Complete Date after this Change Order is: October 24, 2022

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Greene CountyBy: Date: 9-7-22Name: Kyle J. DeHavenTitle: County ManagerRECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: _____

Date: _____

Name: Richard B. Moore, P.E.Title: Project EngineerACCEPTED BY CONTRACTOR: Herring – Rivenbark, Inc.

By: _____

Date: _____

Name: Gary JohnsonTitle: Project Manager

END OF SECTION

**RESOLUTION
APPROVING CHANGE ORDER NO. 2
2017 WATER SYSTEM IMPROVEMENTS – SCADA IMPROVEMENTS
STATE DRINKING WATER RESERVE PROJECT H-SRP-D-17-0130
GREENE COUNTY**

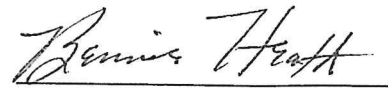
- WHEREAS** Greene County has accepted a State Drinking Water Reserve funding package in the amount of \$558,750.00 grant and \$186,250.00 loan (0% interest, 20-year term) from the Division of Water Infrastructure under assigned project H-SRP-D-17-0130, and
- WHEREAS** Greene County awarded construction to Custom Controls Unlimited and adopted a Capital Project Budget Ordinance, and
- WHEREAS,** Construction contract between Custom Controls Unlimited and Greene County included an allowance for antennae to be welded/installed on elevated storage tanks, and
- WHEREAS** Contract between Custom Controls Unlimited and Greene County has a contract completion date of August 12, 2022, and
- WHEREAS** Contract includes allowance to weld antennae on existing elevated storage tank G4 that does not include touch up painting, and
- WHEREAS** Greene County elevated storage tank maintenance contractor has extended timeline to repaint elevated storage tank G4 to 2024 and has agreed that touch up painting is not required and will not impact cost, warranties or guarantees, and
- WHEREAS** Custom Controls Unlimited has requested an extension to the completion date of the construction contract from August 12, 2022 to December 31, 2022, and
- WHEREAS** Change Order No. 2 has been prepared that discloses maintenance contract company acknowledgement of no additional cost or impact to warranties/guarantees due to extension of repainting elevated storage tank G4 and provides a contract extension of construction completion date to December 31, 2022,

NOW THEREFORE BE IT RESOVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:

That Contract No. 1 – SCADA Replacement Change Order No. 2 be approved subject to concurrence from the Division of Water Infrastructure.

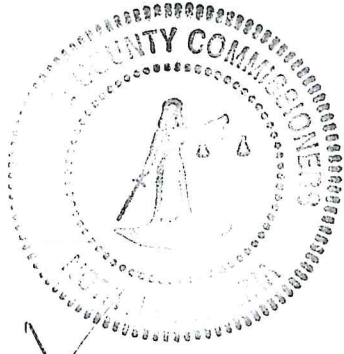
That all future change orders are required to have Board of Commissioner approval.

Adopted this the 6th day of September, 2022 at Snow Hill, North Carolina.



Bennie Heath, Chairman
Greene County

(SEAL)



ATTEST:



Kyle J. DeHaven
Clerk to the Board

SECTION 01029

CONTRACT CHANGE ORDER

CONTRACT FOR 2017 Water System Improvements – SCADA Improvements Contract No 1 – SCADA Improvements	ORDER NO. 2	
	DATE: September 6, 2022	
	STATE	NC
	COUNTY	Greene County
OWNER	Greene County H-SRP-D-17-0130	

TO Custom Controls Unlimited, LLC
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
- Acknowledgement from Greene County elevated storage tank maintenance contractor that touch-up painting for EST G4 (US 13 tank west of Snow Hill) is not needed an elimination of touch up painting will not result in any additional cost to Greene County or impact warranties/guarantees related to elevated storage tank operation. - Extension of contract completion date from August 12, 2022 to December 31, 2022.	\$ (0.00)	\$0.00
TOTALS	\$ (0.00)	\$ 0.00
NET CHANGE IN CONTRACT PRICE	\$ (0.00)	\$ 0.00

JUSTIFICATION:

- Inspection of EST G4 by Greene County elevated storage tank maintenance contractor confirmed that existing painting system is in good condition and timeline for cleaning/repainting would be extended from 2023 to 2024. Original 2023 repainting factored into change in allowance cost for antenna mounting (touch up painting removed as repainting would take place of need of touch up painting). Extending timeline to repaint elevated tank created concern with cost of allocated allowance cost to weld antenna. With change in painting schedule, maintenance contractor was contacted to confirm that painting delay would not impact removal of touch up painting and would not impact existing maintenance costs or warranties.
- Time extension requested due to scheduling related to path study, internet service to EST G4, and material delays related to new panels for booster pump stations and valve stations.

Current Contract Amount adjusted by previous change order: Five Hundred Fifty-five Thousand Four Hundred and 00/100 Dollars (\$555,400.00).

The amount of the Contract will be (~~Decreased~~) (~~Increased~~) (~~Unchanged~~) By the Sum of: 00/100 Dollars (\$0.00).

The Contract Total including this and previous Change Orders Will Be: Five Hundred Fifty-five Thousand Four Hundred and 00/100 Dollars (\$555,400.00).

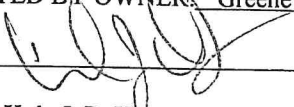
The Contract Construction Completion Date prior to this Change Order is: August 12, 2022

The Contract Period Provided for Completion Will Be (Increased) (~~Decreased~~) (Unchanged): 141 Days

The Revised Contract Construction Complete Date after this Change Order is: December 31, 2022

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Greene County

By:  Date: 9-7-22

Name: Kyle J. DeHaven Title: County Manager

RECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: _____ Date: _____

Name: Richard B. Moore, P.E. Title: Project Engineer

ACCEPTED BY CONTRACTOR: Custom Controls Unlimited, LLC

By: _____ Date: _____

Name: Devin Carroll Title: President

END OF SECTION

**THE AMERICAN LEGION
DEPARTMENT OF NORTH CAROLINA**



**A RESOLUTION CONCERNING THE APPROPRIATE RECOGNITION OF
RAY E. EUBANKS**

WHEREAS, Greene County has a rich and storied tradition of having its sons and daughters serve honorably in the military service, and

WHEREAS, the Congressional Medal of Honor is the highest honor Congress may bestow on a military member during military combat and therefore is reserved only for its true heroes, and

WHEREAS, Ray E. Eubanks was born in Snow Hill North Carolina and joined the U S Army during World War II, rising to the rank of Sergeant, and

WHEREAS, he served during combat operations in Dutch New Guinea, where he was posthumously recognized for his extreme heroism, and

WHEREAS, while there, Sergeant Eubanks single-handedly assaulted an enemy position being supported by machine gun, mortar and rifle fire, and

WHEREAS, Sergeant Eubanks was gravely wounded but continued his assault killing several enemy soldiers using his disabled Browning Automatic Rifle as a club before being killed himself, and

WHEREAS, his unit was so inspired by his heroic actions, courage and example in leadership, they continued their advance after his death taking the enemy position and killing 45 enemy combatants, driving the remainder back from the beleaguered position, and

WHEREAS, the Greene County Commissioners are empowered to recognize a true American hero such as Sergeant Ray E. Eubanks by whatever means they deem appropriate therefore, be it

RESOLVED, Post 94 of The American Legion Department of North Carolina encourages the Greene County Commissioners to officially name an appropriate facility after Sergeant Ray E. Eubanks and a prominent display of Sergeant Eubanks' legacy be proudly and prominently displayed therein.

The above resolution was approved by American Legion Post 94, Department of North Carolina at a General Membership meeting held at Post 94 on the 5th day of July, 2022.


ATTEST BY POST ADJUTANT


SIGNED BY POST COMMANDER

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Greene County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Greene County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Greene County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; therefore be it

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Commissioners
Bennie Heath - Chairman
James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

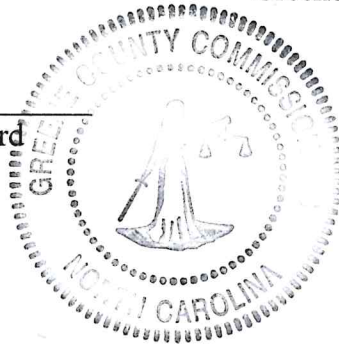
RESOLVED, with designation as a Green Light for Veterans, Greene County hereby declares from November 7th, 2022 through November 13th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Greene County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

This is the 6st day of September, 2022.

Bennie Heath, Chair
Greene County Board of Commissioners

ATTEST:

Kyle DeHaven, Clerk to the Board

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www.greencountync.gov

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GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

8/31/22

Emergency Services

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
FBA	11198-439800	\$(275,000.00)	Capital Outlay	11443-530200	\$ 275,000.00
Total		\$(275,000.00)	Total		\$ 275,000.00

Explanation: Expense for ambulance order placed in FY21.
and Equipment.

Requested by:

Approved by:

Brock Kearney

Bennie Heath

9/6/2022

Approved by: Bonnie Heath

Commissioners
Bennie Heath - Chairman
James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burruss



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

September 6, 2022

Greene County ABC Board
Attn: Mr. Bobby Taylor
217 SE Second St.
Snow Hill, NC 28580

Dear Mr. Taylor;

It is with great pleasure to advise you that you have been re-appointed to the Greene County ABC Board by the Greene County Board of Commissioners.

Sincerely,

Bennie Heath
Chairman
Greene County Board of Commissioners

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

SERVICE AGREEMENT

NORTH CAROLINA
GREENE COUNTY

THIS CONTRACT is made, and entered into this the 6th day of September, 2022, by and between **GREENE COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **GRILLOT CONSTRUCTION, LLC**, a North Carolina limited liability company, (hereinafter referred to as "CONTRACTOR").

NOW THEREFORE, for and inconsideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the County and the Contractor covenant and agree as follows:

1. **SCOPE OF SERVICES.** Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in the County's Request for Bids and Contractor's Response thereto. Unless otherwise specified herein, the Contractor shall perform all work identified in the Request for Bids and the Contractor's Response thereto. The parties agree that the scope of work and services is a description of the Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the Contractor impractical, illogical or unconscionable. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. **TERM OF CONTRACT.** The Contractor shall commence the work herein described within 30 days from the date of Notice to Proceed and will complete work by December 31, 2024, unless the period for completion is extended by the County in writing or this contract is terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from County an amount not to exceed the sum of \$297,309.00 Dollars and Zero Cents (\$297,309.00) for the provision of services hereunder. It is acknowledged by the Contractor that this amount is the maximum payable and constitutes a limitation upon the County's obligation to compensate Contractor for Contractor's services related to this Agreement. Unless otherwise stated herein, no amount shall be paid to Contractor to reimburse Contractor's expenses. Contractor shall submit an itemized invoice to County at the completion of all Services. Payment will be processed promptly upon receipt and approval of the invoice by County.

4. **INDEPENDENT CONTRACTOR.** County and Contractor agree that Contractor is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Contractor's duties under this Contract. Accordingly, Contractor shall be responsible for payment of all federal,

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

5. **WORKMANSHIP.** Contractor, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. All work shall be completed in a workman like manner and

6. **IDEMNITY.** the Contractor agrees to indemnify and defend the County and to hold harmless the County, and any officer, agent, employee, or affiliate of County, against and from any and all losses, claims, penalties, fines, damages, settlements, judgments, costs, charges, expenses or liabilities, including any award of attorney fees and any award of costs by or on behalf of any person, firm, or corporation in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, agent, employee, affiliate, invitee, subcontractor, or sub licensee of the Contractor arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. To the extent considered necessary by the County Manager, any sums due to the Contractor under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld by the County shall not be subject to the payment of interest. This indemnification shall survive the termination of this Contract.

7. **INSURANCE.** As a condition precedent to the effectiveness of this Agreement, the Contractor, at the Contractor's sole expense, during all terms of this Agreement, including any extension, shall provide proof of and maintain adequate insurance coverage as stated herein. The Contractor's insurance shall be the primary insurance of all applicable policies. Specifically, the Contractor shall maintain a Commercial General Liability Policy with limits not less than \$1,000,000 per occurrence / \$2,000,000 aggregate -- Bodily Injury Liability, and \$100,000 -- Property Damage Liability, or \$1,000,000 per occurrence / \$2,000,000 aggregate --- Combined Single Limit Bodily Injury and Property Damage and Worker's Compensation Insurance with minimum limits of \$100,000. The Contractor shall provide the County with valid Certificates of Insurance prior to the start of any work contemplated by this Agreement. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each

insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

8. **HEALTH AND SAFETY.** The Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during the performance of the work. Contractor shall comply with all applicable environmental, health, safety and security laws and regulations of the State of North Carolina. Compliance shall represent minimum standards of the Contractor.

9. **DUTIES.** The Contractor shall perform the Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and final product shall be comparable to the best local and national standards. The Contractor represents that Contractor is qualified to perform the work; that Contractor's services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances; and, warrants that all persons employed shall be fit and qualified to carry out the work.

10. **INSPECTION.** The Contractor shall allow representatives of the County to inspect and observe the work at any and all times.

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

12. **GOVERNING LAW; VENUE.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Exclusive venue for any action relating in any way to this Contract shall be brought in the General Court of Justice in the County of GREENE and the State of North Carolina.

13. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

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

15. COMPLIANCE WITH LAWS. Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws. Further, Contractor shall solely be responsible for obtaining and complying with any and all federal, state and local permits.

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

COUNTY OF GREENE
Attn: Kyle DeHaven
229 Kingold Blvd.
Snow Hill, NC 28580

GRILLOT CONSTRUCTION, LLC
Attn: Jason Cox
176 Mine Lake CT, Suite 100
Raleigh, NC 27615

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

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

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

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

21. ENTIRE CONTRACT. This Contract, including documents incorporated by reference, shall constitute the entire understanding between County and Contractor and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

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

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

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

25. **IRAN DIVESTMENT ACT CERTIFICATION.** As of the date of this Agreement, Contractor certifies that: (i) he is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4 (the "Final Divestment List"), and (ii) Contractor will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

26. **E-VERIFY CERTIFICATION.** If applicable, Contractor certifies that he shall comply with Ch. 64 ("Aliens"), Article 2 ("Verification of Work Authorization") of the North Carolina General Statutes.

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

GRILLOT CONSTRUCTION, LLC

By: _____

Print Name: JASON E. COX
Title: OPERATIONS MANAGER

GREENE COUNTY

By: _____

Print Name:
Title:

Kyle J. DeHaven
County Manager

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

GREENE COUNTY

By: _____

Print Name: Landon Price
Finance Officer



DEPS Safety & Security Services

Agreement for Services

THIS AGREEMENT, made by and between Greene County, North Carolina, located at 229 Kingold Blvd, Snow Hill, NC (hereinafter referred to as "CLIENT"), and DEPS SAFETY & SECURITY SERVICES, INC, a North Carolina S Corporation, with an office located at 213 Airport Rd., Kinston, NC 28501 (hereinafter referred to as "DEPS"), have duly entered into this Agreement on _____ (hereinafter referred to as "Commencement Date") for an initial term of twelve (12) months beginning on the Commencement Date.

WITNESSETH:

WHEREAS the Client desires that DEPS furnish services, as described more fully herein, to the premises, Greene County Courthouse located at 301 North Greene Street, Snow Hill, NC. Now, therefore in consideration of the terms and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 1 - TERMS:

- 1) The services are to be furnished by DEPS and shall commence at 00:01 (12:01 AM) on the ____ day of _____, _____ and shall continue until 00:00 (12:00 AM) of the ____ day of _____, _____.
- 2) During the term of this Agreement, Client agrees to employ the services of DEPS, and DEPS agrees to provide services as described in the attached Addendum A (Schedule), and Client agrees to the days and hours set forth in Addendum A.
- 3) DEPS recognizes eight (8) holidays which will commence at 00:01 (12:01 AM) on the day of the holiday and will end 00:00 (12:00 AM) on the day of the holiday, which are:
 - a) New Year's Day (January 1st)
 - b) Easter Sunday (Variable)
 - c) Memorial Day (Last Monday in May)
 - d) Independence Day (July 4th)
 - e) Labor Day (First Monday in September)
 - f) Veterans Day (November 11th)
 - g) Thanksgiving (4th Thursday in November)
 - h) Christmas Day (December 25th)

- 4) Client agrees to compensate DEPS for the services described herein at a rate of \$19.50 per hour, per Officer for all regular hours as set forth in Addendum A. The rates will be invoiced at time and a half (1.5 times regular rate) for all holiday hours (as described in Section 1.3 above). Overtime will be invoiced at time and a half (1.5 times regular rate) and shall be billed in situations where the Client fails to provide adequate time to schedule Officers, or if there is a particular officer that Client requests where said services will result in that particular officer's services will exceed 40 hours in a pay period, as determined by DEPS. Any request for immediate additional security coverage, without at least 48 hours' notice in advance, will incur billable overtime. This shall not include emergency situations (i.e., severe weather, natural disasters, power outages or dangerous conditions due to damage incurred to the property) or overtime situations that are caused by DEPS or its employees.
- 5) The above rate shall become effective as of the commencement date stated in Section 1.1 and shall remain in place for the term of the agreement. Ninety (90) days prior to the expiration date of this agreement written notice may be provided to either party by first class certified mail, hand delivery, or by email of the desire to extend the Agreement or commence negotiations of Agreement changes. In the absences if such notice or any consensus as to modification, the Agreement will automatically renew from year to year for a total of two (2) years.
- 6) In the event that the mandatory minimum hourly wage is increased by Federal, State, or Local Laws or Regulations in any jurisdiction wherein services are to be provided, or new benefits shall be required during the term of this Agreement either by Federal, State, or Local Laws or Regulations. Then the hourly rate set forth in Section 1.4 shall increase in the amount to cover said cost. This rate will be submitted by first class certified mail, hand delivery, or by email of the increase and will become effective on the same date of any such changes to the law or regulations.
- 7) Client and DEPS agree that either party may terminate this Agreement with or without cause by thirty (30) day advance notification by first class certified mail, hand delivery, or by email of the party's intention to terminate this Agreement. Should the Client experience a substantial deficiency in performance, the DEPS Owners or Directors must be notified by first class certified mail, hand delivery, or by email of the deficiency. DEPS will have fifteen (15) days from the date of receipt of such notice in which to remedy such deficiency. If the Client determines that the deficiency was not resolved within fifteen (15) days, the Agreement will automatically terminate without further action or notice and all obligations or responsibilities under this Agreement will cease on the behalf of both parties. DEPS reserves the right to terminate this Agreement for cause with a fifteen (15) day notice of said cause. If the Client does not wish to have DEPS complete either the thirty (30) days without cause or the fifteen (15) days with cause. DEPS will honor the wishes, but the client will still invoice the remaining hours entitled to DEPS, nonetheless.

- 8) If the Client is dissatisfied with the quality of services, it may not unilaterally deduct or withhold any amount(s) from invoices but shall comply with the terms and conditions of the Agreement to resolve any deficiencies with DEPS.
- 9) Should a condition arise which, in the Client's consideration, requires a substantial increase in the number of personnel assigned, or degree of service different than initially estimated, DEPS shall have a reasonable time within which to provide staffing and coverage for said services. In the event of a strike, walkout, slowdown, work stoppage, or other labor disputes or difficulty by Client's employees or DEPS employees, whether contrary to a labor agreement or not, DEPS and Client agree to negotiate a change in rates change as set forth in Section 1.4.

SECTION 2 - SERVICES:

- 1) It is specifically understood that DEPS has not reviewed all security requirements of Client and only agree to provide the number of personnel (Armed or Unarmed) requested by Client. DEPS makes no representation that the security requested is reasonably adequate for the Client's purpose. DEPS relies upon Client's knowledge and investigations as to the number and type of security personnel required to fulfill the services requested of DEPS.
- 2) During the terms of this Agreement Client agrees to use DEPS, and DEPS agrees to provide services specifically described in Addendum B.
- 3) All services provided are to be performed within the property boundaries of Clients location. DEPS holds the right to request a copy of the Client's deed or lease.
- 4) The type and nature of the services listed in Addendum B may not be varied without prior notification of DEPS's Owners or Directors by first class certified mail, hand delivery, or by email of the desired modifications and will not go into effect until all modifications can be amended to Addendum B and executed to the Agreement by both parties.
- 5) If at any time Client assigns any DEPS employee a duty that is not set forth in Addendum B of this Agreement, Regulation, and/or Guidelines, Client assumes complete responsibilities therefor.
- 6) DEPS will provide Client with a Daily Activity Report (DAR) outlining the day's events of DEPS employees, unless an emergency arose that would prevent the DEPS employee from completing their DAR.
- 7) DEPS will provide an Incident Report of any incident that would require of further review, medical attention either by a DEPS employee or Emergency Medical Services (EMS), Law Enforcement, or any other emergency that DEPS or the Client list in Addendum B.

- 8) Client is responsible for providing DEPS and its employees with unrestricted access to the location that is reasonably related and necessary to provide any services listed in Addendum B.
- 9) Client is responsible to disclose to DEPS's Owners and Directors all conditions and circumstances at the location which may present a risk of injury to DEPS and its employees or their property in connection with the services laid forth in Addendum B.
- 10) Client shall notify DEPS as soon as possible of any threats, actions, or suggestions that come to their knowledge of anyone or thing presenting a threat to a DEPS employee.

SECTION 3 - PAYMENT AND INVOICING

- 1) DEPS shall invoice Client on a weekly basis regardless of their contract payment terms.
- 2) Client's invoices are deemed accurate and correct, unless notice is provided by phone or in writing by first class certified mail, hand delivery, or by email of the deficiency within seven (7) days of the invoice or ten (10) days from the delivery of any statement, whichever is earlier, specifically stating any objections or it will be deemed waived. Delivery of said notice to our personnel at any place other than our offices shall not be valid. If an objection is taken, the invoice must be paid, unless otherwise agreed, and all credits, if any, will be credited towards the next invoice. The only objection to invoices that will be considered is invalid hours worked, not to the quality of the service rendered. No deductions shall be taken for any reason other than those stated herein.
- 3) Terms of Payment will be net 15 days and will begin upon receipt of the invoice.
- 4) Client shall be responsible for any verbal agreement to provide extra personnel at a short notice, that is agreed upon by both parties, and will be invoiced on the next invoice.
- 5) A late fee of three (3) percent per month will be charged to overdue accounts, plus collection and attorney fees where applicable.
- 6) The Parties agree that in the event a dispute should arise to any of the terms of this Agreement, that this Agreement shall be governed by General Courts of Justice of the State of North Carolina and that the proper venue for any action shall be in Lenoir County, North Carolina.
- 7) DEPS shall have the right to terminate this Agreement upon twenty-four (24) hours' notice for if Client shall fail to pay any valid invoices within fifteen (15) days of agreed terms of payment.

SECTION 4 - WARRANTIES:

- 1) DEPS represents that all Security Officers or Security Guards employed by DEPS and placed at Clients location to perform any of the duties described in Addendum B will be properly registered with the North Carolina Private Protection Services Board (PPSB) as described in N.C.G.S. § 74C. DEPS makes no other warranty or representation regarding the qualification of any person employed to provide the services described in Addendum B.
- 2) DEPS and Client agree to comply with all applicable Federal, State, and Local laws, including all Equal Employment Opportunity laws.
- 3) DEPS agrees that all DEPS Employees assigned to Client's location will undergo both a state and federal background check as required on N.C.G.S. § 74C-8.1.
- 4) DEPS agrees that all employees working at Client's location shall be in a uniform in compliance with North Carolina regulations.
- 5) DEPS Employees will operate under the direction of DEPS's Owners and approved officers. DEPS will be solely responsible for all screening, selection, and supervision of all its employees while on Client's property.
- 6) DEPS agrees that it will not assign any officers to perform services for Client, who are presently ineligible to work in the United States or its territories.
- 7) DEPS agrees that this Agreement does not make or does not enter into a partnership, joint venture, agency, employee, or employer-employee relationship with Client, and DEPS is a sole independent contractor who is solely responsible for all payments of Federal, State, and Local taxes, and wages, and all such responsibilities shall be the sole function of DEPS.
- 8) Contract Commercial General Liability and Worker's Compensation Insurance shall be carried to satisfy applicable statutory requirements (Certification of Liability Insurance can be provide at the Client's request). It is hereby understood that DEPS is not an insurer of persons or property guarded. In case a claim is made by any person, firm, association, or corporation, including Client, against DEPS, Client shall not be entitled to retain the amount of any such claim or of any monies owing or due to DEPS hereunder.
- 9) DEPS assures that all officers on Client's location will meet all minimum requirement under N.C.G.S. § 74C-8.
- 10) DEPS assures that all data, recommendations, proposals, reports, and other similar information gathered in connection with the services provided by DEPS and are part of this Agreement shall be treated as confidential and proprietary, and shall be considered for exclusive use for and by Client and DEPS. All information shall not be intended to be reviewed, used, or relied upon by any other person or entity.

- 11) The data, recommendations, proposals, reports, and other similar information gathered in connection with the services provided as part of this Agreement by DEPS shall, upon request and with permission of the Client, be released by DEPS to an Authorized representative of the Client, to any person designated in writing to have the authority to receive such information, to an employee or subcontractor of DEPS in connection with providing services to the Client, or to any other person or entity to which, by law, rule, or regulation, such information must be released by law.
- 12) DEPS may use Subcontractors of it's choosing to fulfill the obligations contained herein, they seek prior approval of Client, which shall not be unreasonably withheld or denied.
- 13) All DEPS Authorized Representatives shall be listed on Addendum C (Emergency Contact List).
- 14) If any provision of this Agreement, or the application of any provision to any person or circumstance is determined to any extent to be invalid, the remainder of the provision and of this Agreement (and the application of such provision and this Agreement to persons or circumstances other than those to which the provision is determined invalid) shall not be affected by the determination. The invalid provision or portion of the provision shall be severed from this Agreement, and all remaining provision of this Agreement not so severed (including, but not limited to, any portion of any provision not severed) shall be valid and enforced to the fullest extent permitted by law.
- 15) Any civil action (legal or equitable), administrative proceedings, or other legal action seeking relief pursuant to any provision of this Agreement, shall be commenced, and pursued in the General Courts of Justice in the State of North Carolina and that proper venue of such action shall lie in Lenoir County, North Carolina. If Client shall breach the terms of this Agreement, and DEPS must employ an Attorney to enforce its rights, DEPS shall be entitled to recover attorney's fees in addition to such other legal and equitable relief as DEPS shall prove entitled.
- 16) No waiver, by either party of any default or deficiency in performance of any provision of this Agreement, shall operate or be construed as a waiver of any other default, or change of this Agreement, without first being executed by both parties in writing.
- 17) This Agreement, together with all documents incorporated herein physically, or by reference, constitutes the entire Agreement between the Parties, and supersedes all other documents and correspondence. The Parties shall not be bound by, or liable for any statement(s), covenant(s), representation(s), promise(s), inducement(s), or understanding(s) not set forth herein. The contents of any and all bids or proposals, including any descriptions, discussions, or exceptions, offered, or taken, which are not specifically incorporated herein, are not a part of this Agreement, and shall have no effect, or influence upon its interpretation. No amendments or modifications of any of the terms or conditions shall be valid unless reduced to writing and executed by both parties.

- 18) The Client may request that a DEPS employee be removed from their location with cause, with the understanding that DEPS may not be able to provide immediate replacement of said employee, and that the cause of the removal shall be report in writing to DEPS Owners within the first business day of the removal. If Client request multiple employees from the location to be removed actions shall be governed by Section 1.8.
- 19) DEPS is committed to the safeguarding of the health of its employees and to supply our customers with the highest quality service possible. DEPS has a Substance Abuse Policy in place ensure its position on the use or abuse of alcohol, drugs, or other controlled substances by its employees. DEPS is committed to the promotion of a safe and accident-free workplace.
- 20) It is hereby agreed between both parties that Client nor any of its agents shall hire, attempt to hire, or use any employee or former employee of DEPS during or for a period of eighteen (18) months after the expiration or termination of this Agreement. Should this Section be breached, Client agrees to pay to DEPS an amount of two thousand (2,000) dollars per employee so coerced, encouraged, or utilized as liquidated damages.

SECTION 5 - MUTUAL INDEMNIFICATION

- 1) Client agrees to indemnify and hold DEPS harmless from and against all loss or damage, including reasonable attorneys' fees, costs and expenses incurred by DEPS as a result of any claims related to or arising out of DEPS's performance of its duties hereunder, unless such loss or damage shall arise from DEPS'S failure to perform its duties under this Agreement with reasonable care. DEPS agrees to indemnify and hold Client harmless from and against all loss or damage, including reasonable attorneys' fees, costs and expenses incurred by Client as a result of any claims related to or arising out of DEPS'S failure to perform its duties under this Agreement with reasonable care, unless such loss or damage shall arise from the negligent or intentional acts or omissions of Client. In the foregoing sentence, the words "loss or damage" include, but are not limited to, loss or damage arising directly or indirectly from any actions or omissions of any employee or authorized representative of either party.
- 2) Client shall indemnify, defend, and hold harmless DEPS, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by Client or its employees, (b) the failure of Client to observe and comply with any state or federal law or regulation applicable to the business conducted by Client pursuant to this Agreement, and (c) the material breach by Client of any of the terms of this Agreement. DEPS shall indemnify, defend, and hold harmless Client, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and

costs, to the extent resulting from or arising out of (a)any wrongful or negligent act, error, or omission committed by DEPS or its employees, (b)the failure of DEPS to observe and comply with any state or federal law or regulation applicable to the business conducted by DEPS pursuant to this Agreement, and (c)the material breach by DEPS of any of the terms of this Agreement.

SECTION 6 - NOTICE

In the event that any party shall be required to give Notice pursuant to the terms and conditions herein, such Notice shall be given:

To DEPS:

Gregory S Smith, President
DEPS Safety & Security Services, INC
213 Airport Road
Kinston, NC 28501

gsmith@depsnet.com

To Client:

AGREEMENT AND EXECUTION:

This Agreement, including Addendums, which are incorporated herein by reference as is fully set forth, represents the entire understanding and Agreement between both parties, relating to the services which are the subject to this Agreement, and it supersedes any and all prior agreements, whether written or oral, that may exist between the parties, regarding the service which are the subject of this Agreement. This Agreement may be signed in person or digitally or electronically and any digital or electronic signatures shall be given full force and effect in the same manner as any in-person signatures are given.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on this ____ day of _____, _____

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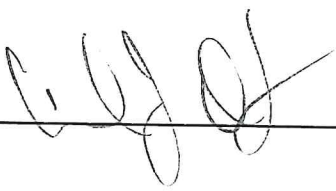
[SIGNATURE PAGE FOLLOWING]

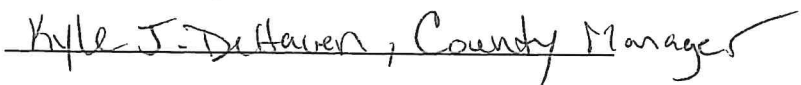
DEPS Safety & Security Services, INC

BY: _____

Gregory S. Smith, President

Client:

BY:  _____ (sign)



Kyle J. DeHaven, County Manager

PRINTED NAME AND POSITION

Addendum A

Schedule of Services:

One (1) Unarmed Security Officer: 0730-1530, Monday thru Friday.

One (1) Unarmed Security Officer: 0900 – 1700, Monday thru Friday

Security is not required on Holidays.

Addendum B

Scope of Services:

Security Officers will screen the general public entering the Greene County Courthouse through the public access entrance. Officers will utilize stationary and handheld scanners to prevent weapons and contraband from entering the Courthouse per established guidelines.

Addendum C

Authorized Contacts:

Gregory S. Smith, President
DEPS Safety & Security Services INC.
DEPS Company Police INC.
(252) 939-9500 Office
(252) 560-2480 Mobile

Invoicing and Payments: (252) 939-9500 Extension #2

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Southeastern Land Co.
P.O. Box 1241
Conway, SC 29528

Parcel # 0804256, 0800746 & 0800744

EASEMENT

State of North Carolina

County of Greene

THIS EASEMENT ("Easement") is made this 6th day of September 2022 from **GREENE COUNTY** ("Grantor", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in those instruments recorded in Deed Book 693, Page 937, and Deed Book 456, Page 721, Greene County Register of Deeds ("Property").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 6th day of September, 2022.

GREENE COUNTY

By: _____

Its: _____

(SEAL)

STATE OF North Carolina

COUNTY OF Greene

I, Kathleen A. Mooring, a Notary Public of Greene County, State of North Carolina, certify that Kyle J. DeHaven, as County Manager of GREENE COUNTY, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 6th day of September, 2022.



Notary Public: Kathleen A. Mooring

Commission expires: March 29, 2025