

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, February 21, 2022 at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burress, 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 Burress to give the invocation and lead the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath asked for any changes to the agenda, Commissioner Blizzard stated that #7 under County Manager Report should read University of Mount Olive not Mount Olive College.

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

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda, Commissioner Blizzard noted that C5, Budget Amendment needed County Manager's signature.

On motion by Commissioner Jones and second by Commissioner Shackleford the Board voted unanimously to approve the Consent Agenda.

- February 7, 2022 Regular Meeting Minutes
- Releases/Refunds
- Budget Amendment; Register of Deeds
- Budget Amendment; DSS
- Budget Amendment; Economic Development

Refunds: NCVTS Tax & Tag

Sue Ann Farmer	\$150.49	Kenneth Earl Morris	\$6.34	Donnie Earl Finch	\$21.93
Andrew Jackson Foster, Jr.	\$72.15	Kevin Gay Smith	\$397.69		

Releases: Ad Valorem Tax

Carol N. Sugg	\$90.00	Felipe Gonzalez Martinez	\$146.32	Terri Lynette Shackelford	\$98.16
Martin F. Leggero	\$45.00	Diane Marie Cain	\$58.38		

D. Public Comments

1. Tracy Keel, 144 Trinity Circle, Fair Oak, NC. Mr. Keel came tonight to honor Sheriff Lemmie Smith on his retirement.
2. Bill Keen, 36 Mayo St., Maury, NC. Mr. Keen came tonight to honor Sheriff Lemmie Smith on his retirement.
3. Ray Johnson, 60 Bert St, Snow Hill, NC. Mr. Johnson came tonight to honor Sheriff Lemmie Smith on his retirement.
4. Jason Tyndall, 3712 Friendship Church Rd, Farmville, NC. Mr. Tyndall came tonight to say he feels it is unlawful for the Board to speak in closed session about the appointment Sheriff.

E. Presentation

1. Calyn Taylor/Emily Hardy – FFA Proclamation. Ms. Taylor the Greene County FFA presented a FFA Proclamation for the Boards approval and she went over what the FFA is doing for National FFA Week.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve the Proclamation declaring February 19 – 26, 2022 National FFA Week.

F. County Manager Report

1. Mr. DeHaven presented a Budget Amendment to balance Fund 16 with the Greene County's Emergency Telephone System Fund Balance per the NC 911 Board.

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

2. Mr. DeHaven next presented a Budget Amendment from the EMS Department. Mr. DeHaven explained this is for the Zoll Defibrillator Monitor purchase/trade in of Lifepak Defibrillators previously included in FY22 budget entries are for proper accounting treatment of financing agreement.

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

3. Mr. DeHaven next presented a Resolution in support of the Eastern Carolina Council of Government as they make necessary administrative changes to more adequately provide the services as provided by other Council of Government.

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

4. Mr. DeHaven next presented a request for approval of RFQ high scorer for the Internal Air Quality and Heating, Ventilation and Air Conditioning. Mr. DeHaven went over the scoring process and the results. Three RFQ's received. The scoring process was done by the County Manager and two other individuals. Commissioner Burress asked if this would give the high scorer a blank check to do the work needed. Mr. DeHaven explained that the company with the highest scorer would be asked to submit a quote for the work to be done and the Board of Commissioners would have to approve the quote for the work needed if the County Manager could not approve the work himself. Commissioner Burress went over the scoring sheet and said he feels the scoring process was biased. Mr. DeHaven said it was not biased, but the RFQ process is required and it felt the RFQ is intended to help us determine the best company to do the work needed for the County. Commissioner Blizzard said she agrees with Commissioner Burress that the evaluation question #3 is biased because it is asking about familiarity with the client, facilities and equipment. Mr. DeHaven stated that we want a company that will install equipment and service said equipment and be familiar with the equipment. Commissioner Burress read the evaluation questions out loud and feels they are not fair questions. Mr. DeHaven stated this is not a quote for work to be done it is for the purpose to see who qualifies to bid on work to be done. Commissioner Blizzard stated that question #3 is biased and does feel it is giving the applicants a fair opportunity.

On motion by Commissioner Jones and seconded by Commissioner Shackleford to approve the high scorer of the RFQ for Internal Air Quality and Heating, Ventilation and Air Conditioning, Chairman Heath asked the County Attorney Gay Stanley if this process was legal, she stated not only is it legal but it is necessary, the Board voted 3 yay and 2 nays (Commissioner Blizzard and Burress) to approve the high scorer.

5. Mr. DeHaven next presented a request to purchase a new ambulance that needs to be ordered now and received in the next Fiscal Year. Mr. DeHaven noted that we have an opportunity to be placed in the “que” at a very high priority level that would gain us an ambulance in four to five months. Mr. DeHaven noted that 37% of the monies needed would come from operational funds since we have SKIF funds and 63% from Grant funds. The cost of a new ambulance is \$275,000 and it would replace one of the current fleet. Commissioner Blizzard asked about the remount program and Mr. DeHaven advised we do not qualify for a remount at this time. All of our ambulances have been remounted three times and that is all that is allowed in this program.

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

6. Mr. DeHaven next presented a Memorandum of Understanding with the Greg Isley Firm to provide accounting oversight/book keeping services until the firing process finds us the qualified applicant needed to fill current vacancies.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the MOU with Greg Isley Firm.

7. Mr. DeHaven next presented a Memorandum of Understanding with the University of Mount Olive. The MOU will allow County Staff to take courses at a reduced rate and the County will in turn market this program to County employees.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve this MOU with the University of Mount Olive.

Mr. DeHaven asked the Board how they felt about having a mini-retreat here in Greene County in the Conference Room at the County Complex to go over all monies being received and how we can spend said monies. All said that would be a good idea and asked to have it before the next meeting. Mr. DeHaven announced the Grand Opening for the Operations Center will be Wednesday, March 2, 2022 at 11 a.m.

G. County Attorney Report

Ms. Stanley noted that on the MOU with Greg Isley firm when signed need to scratch out the statement on page 2 about an attached addendum – we did not receive any attachments. Ms. Stanley also went over the appointment of an interim sheriff after she discussed the situation with a fellow attorney who has handled this many times. She stated that the Board can appoint an interim sheriff at anytime once it is made public that this position is becoming vacant, the Board can make the appointment effective the date that the position is to be vacant. The Chief Deputy

will be acting as sheriff until the appointment is made by the Board of Commissioners. As far as the Board going into closed session to discuss the candidates wishing to be appointed to the interim position is legal and is a standard practice of the Boards to discuss qualifications for this position as they would do for any other position as needed.

H. Commissioner's Report and Recommendations

Commissioner Burress congratulated the Greene Central Basketball Team on finishing second at the conference tournament and making it to the playoffs again this year. He also congratulated Greene Central Senior Jacob Beamon for winning the Conference Championship and 2A Eastern Regional and qualified for the state tournament in Greensboro where he finished 8th in the heavyweight division. He also recognized Nathan Drake and McKinsey Harper for being named male and female athletes of the fall. Commissioner Burress also took a moment to thank everyone who helped to get the homeless family into a house and the said house is now called "Hope House" and will be used for other residents who find themselves on hard times and give these families get back on their feet. He also recognized the school system for stepping up and honoring the victims of the plane crash that occurred off the coast this past weekend. He also thanked Greene Lamp for their donation of the solar charging station at the Wellness Center. He also noted that on Wednesday, February 23rd, Mount Calvary hosted a chili and grilled cheese supper to raise fund for junior camp. On Saturday, February 26th there was a Black History Month Parade in downtown Snow Hill that started at the Greene County Operations Center and ended at the courthouse. He then reminded everyone that the county currently has 21 vacant positions open that can be viewed on the county website and Facebook page. He also noted that citizens can sign up for the county's newsletter which will keep you updated on any new openings. The county has great benefits and as you saw tonight, the Board approved an agreement with the University of Mount Olive to provide scholarships for county employees. He also noted that he has gotten several complaints from concerned citizens about employees engaging in campaign-related activities while on the clock for the county and also while using county resources, specifically county vehicles. He encouraged all department heads to remind and review with their staff that the county does have an electioneering policy in place. He also noted that at the last meeting the Board received an update on ARP Funds. They also got an update on the broadband situation and an email explaining the administration's broadband interpretation. While he agrees they should wait and see if the school system receives the NTIA grant they have applied for, he wanted to go on record saying he disagrees with the interpretation provided at the last meeting that local internet service providers (ISP's) currently providing broadband services using state and federal funds are ineligible for county funding. He thanked Sheriff Lemmie Smith and his wife Sue Smith for their service to the county and wished them well in their retirement.

Commissioner Jones noted there will be a retirement celebration at the Senior Center for Sue Smith on March 3rd. Commissioner Blizzard noted that Election filing starts back-up on February 24th and runs through March 4th. Chairman Heath gave a COVID update.

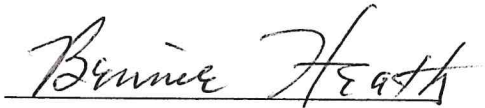
I. CLOSED SESSION – Personnel

Motion/Second into Closed Session – Motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to go into Closed Session.

Motion/Second out of Closed Session – Motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to come out of Closed Session.

J. ADJOURN

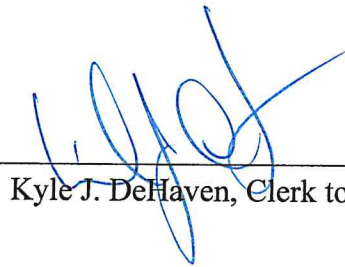
On motion by Commissioner Jones and second by Commissioner Shackelford to adjourn the meeting, the Board voted unanimously to adjourn.



Bennie Heath, Chairman

Attest:





Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Conveyance/Excise Tax	11-101 431507	15,000	Conveyance/Excise Tax	11-419 5327-00	15,000
Total		\$ 15,000	Total		\$ 15,000

Explanation:

Budgeted amount is not sufficient for balance of 2021-2022 budget year.
Funds will be collected by Register of Deeds office.

Requested by:

Nancy Murphy

Approved by:

Approved by: 

C4

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

2/8/22

DSS

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total			Total		
\$ -			\$ -		

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
REUNIFICATION	11-171-4377-03	\$ 9,220.00	REUNIFICATION	11-521-5411-00	\$ 9,220.00
Total			Total		
\$ 9,220.00			\$ 9,220.00		

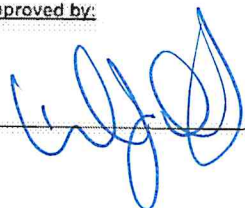
Explanation: Funding Authorization #1

Requested by:

(Director's Signature)

Amanda Smith

Approved by:



GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

2/21/22

ECON DEV

LINE ITEM TRANSFER					
FROM			TO		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total			Total		
BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
ECON DEV GRANT- BEES REV	11160-433161	\$ 75,000.00	ECON DEV GRANT- BEES EXP	11491-541001	\$ 75,000.00
Total			Total		
TO ACCEPT AND DISBURSE GRANT FUNDS FOR BUILDING ENVELOPE ERECTION SERVICE					

Requested by:

Approved by:

Approved by: Bennie Heath

Landon Price

From: OSC.nc.payment@osc.nc.gov
Sent: Thursday, February 10, 2022 12:33 PM
Subject: NC E-Pay Remittance Advice

TO:
GREENE COUNTY
CDBG GRANT ONLY
229 KINGOLD BLVD STE D
SNOW HILL NC 28580-133

RE:
Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$75000.00 for payment number 43PT0000265878. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:
DEPARTMENT OF COMMERCE
TRADE ACCOUNTS PAYABLE
301 N WILMINGTON ST
RALEIGH NC 27699
Agency Contact Phone: 919-814-4638

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL.
CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number	Inv Date	Invoice Amount	Discount Amount	Net Amount
2021-065 1	01/24/22	\$75000.00	\$00.00	\$75000.00
GRANT# 2021-065-3201-2587 BUILDING ENVELOPE ERECTION SERVICE				
TOTAL:		\$75000.00		

This notification was sent from the North Carolina Office of the State Controller.
If this notification has been sent in error, please contact the agency listed above to make corrections.



NATIONAL FFA WEEK PROCLAMATION

Whereas, FFA and agricultural education provide a strong foundation for the youth of America and the future of food, fiber and natural resources systems; and

Whereas, FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business and technology of agriculture; and

Whereas, the FFA motto —“Learning to Do, Doing to Learn, Earning to Live, Living to Serve” —gives direction and purpose to these students who take an active role in succeeding in agricultural education; and

Whereas, FFA promotes citizenship, volunteerism, patriotism and cooperation.

Therefore, I do hereby designate the week of Feb. 19-26, 2022, as National FFA Week.

Bennie Heath

Signature

2/21/22

Date

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

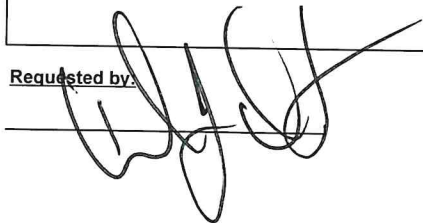
EMERGENCY TELEPHONE

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
FUND BALANCE APPROPRIATED	11198-439800	\$ 3,771.43	TRANSFER TO E-911	11990-580019	\$ 3,771.43
TRANSFER FROM GENERAL FUND	16201-439111	\$ 3,771.43	RESERVE	16902-590100	\$ 3,771.43

TO BALANCE FUND 16 WITH THE GREENE COUNTY'S EMERGENCY TELEPHONE SYSTEM FUND BALANCE, PER THE NC 911 BOARD.

Requested by:



Approved by:



EMS

Approved by:

Approved by: Bennie Heath

Evaluation Factor	Points	Proposer Company			
		Piedmont	Brady	Peak	
1. Qualified Personnel	15	15.00	15.00	15.00	
2. Past Performance with Greene County	15	15.00	15.00	0.00	
3. Familiarity with client, facilities and equipment	20	20.00	12.33	0.00	
4. Proximity to Client	15	14.33	14.33	5.00	
5. Ability to maintain equipment after project completion	15	15.00	15.00	0.00	
7. Experience with Similar work	10	10.00	10.00	8.33	
Total - All Evaluation Points	90	89.33	81.67	28.33	



Greg W. Isley, CPA, PA
Certified Public Accountant

February 11, 2022

Greene County
229 Kingold Blvd, Suite D
Snow Hill, NC 28580

Attention: Kyle Dehaven

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by Greg W Isley, CPA, PA ("Firm").

The purpose of our engagement is to provide professional staffing to provide bookkeeping services to the finance officer/county manger of Greene County ("the County") in order assist the County in preparation of their monthly and annual financial statements.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the County's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

Our fees for this engagement shall be billed at \$210/hour for my time and \$100/hour for my staff, plus direct expenses. Travel time will be billed at fifty percent of the stated rate. We understand the maximum billing under this contract is \$30,000; therefore, we will cease work on this contract if or when our billings reach \$30,000 unless an amendment occurs to increase the maximum billing under this contact. Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred. Invoices will be rendered every two weeks and are payable upon presentation.

In addition, in the event our firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and work papers prepared by Greg W Isley, CPA, PA in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Unless you indicate otherwise, our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the

appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

It is our policy to keep records related to this engagement for five years. However, Greg W Isley CPA, PA does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

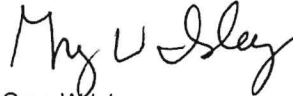
 ~~The Professional Staffing Contract Addendum is attached to and is made part of this engagement letter.~~

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, Greg W Isley, CPA PA shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

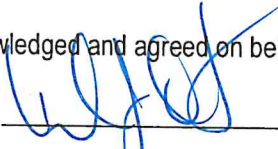
Greg W Isley, CPA, PA

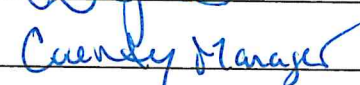


Greg W Isley
President

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Greene County, North Carolina by:

Name: 

Title: 

Date: 

2-22-22

MEMORANDUM OF UNDERSTANDING

This AGREEMENT (hereinafter "Agreement") is entered into the First (1st) day of February 2022 by and between University of Mount Olive (hereinafter "University" or "UMO") and Greene County. UMO and Greene County may be referred to individually as "Party" or collectively as "Parties".

The purpose of this Agreement is to define how UMO will offer its courses at a reduced tuition rate (Trojan Alliance Partnership or "TAP") to Greene County employees and how Greene County will provide opportunities to UMO to promote and recruit their employees subject to the terms and conditions of this Agreement.

The Parties Mutually Agree:

A. This Agreement is effective as of February 1, 2022 and shall terminate three (3) years from that date, unless previously terminated by either Party. The Parties may renew this agreement upon mutual consent. Any extension of the term of this Agreement, or amendment to the terms of this Agreement, shall be in writing and signed by both Parties.

B. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days' written notice.

C. UMO shall waive application fees and offer a **ten percent (10%) or thirty percent (30%) tuition** scholarship to eligible Greene County employees who attend classes online, at UMO's main campus or at a UMO Education Service Center. Participants must be enrolled in a minimum of twelve (12) units per semester at the undergraduate level or nine (9) units per semester at the graduate level to receive the thirty percent (30%) tuition scholarship; participants enrolled in less than the stated minimums will receive the ten percent (10%) tuition scholarship. The tuition scholarship applies only to tuition, and no other fees (other than the application fee) will be discounted. The tuition scholarship applies provided that the student's account remains current. The tuition scholarship does not apply to coursework taken through, or in partnership with, any other institution including those institutions with consortium agreements with UMO. **The scholarship may not be combined with other institutional aid or the active duty military tuition rate.**

D. The scholarship and academic programs shall remain in place for students in good standing who maintain continuous enrollment, regardless of their employment status with Greene County or the dissolution of the partnership between UMO and Greene County. Employees currently or previously enrolled at UMO may not seek retroactive discounts or scholarships for tuition or fees paid prior to verification of their eligibility.

Greene County employees who complete one degree at UMO and wish to pursue another degree at UMO must be re-verified by Greene County as an eligible employee.

E. Students wishing to enroll at UMO will be required to apply for admission and be accepted in accordance with the UMO's existing admission requirements and processes. It is the *sole* responsibility of Greene County employee to notify UMO of their intent to request the

application fee waiver and scholarship. Failure to do so *before the last day to add a class* will result in ineligibility.

F. All degree and credential programs are eligible; however, UMO reserves the right to modify these programs, price, offerings or curriculum at any time.

G. Employees of the Greene County may apply for Federal student loans and state grants the same as other students attending classes at UMO.

H. Greene County will incur no financial obligation to UMO other than those it may voluntarily assume in connection with tuition reimbursement directly to the student(s). Students will otherwise be personally responsible to UMO for payment of all fees and tuition.

I. Policies stated in the University Catalog and Student Handbook shall apply to Greene County employees.

J. It is understood and agreed that each party to this MOU (the "Indemnitor") shall save, defend, and hold the other party, its agents, officers, and employees (the "Indemnitee") harmless from any action, causes of action, damages, expense claims, or demand whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnitor during performance of the services enumerated herein. Notwithstanding anything herein to the contrary, parties obligation to save, defend, and hold harmless is limited to the extent permitted by law, including Article 21 of Chapter 160A of the North Carolina General Statutes, and shall not constitute a waiver of sovereign immunity.

K. Greene County shall provide opportunities for the University to market this tuition scholarship and related program offerings to their employees via emails, posters, brochures, information sessions, staff meetings, and other opportunities deemed appropriate. Greene County is not responsible for guaranteeing that a certain number of employees avail themselves of this opportunity.

L. Miscellaneous Provisions

1. Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.

2. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

3. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

**GREENE COUNTY CONTACT
INFORMATION:**

Greene County, North Carolina
229 Kingold Blvd.
Snow Hill, NC 28580
Attn: Kyle DeHaven
County Manager
Tel: (252) 747-3446
Email:
kyle.dehaven@greencountync.gov

UMO CONTACT INFORMATION:

University of Mount Olive
634 Henderson St.
Mount Olive, NC 28365
Attn: Dr. Paul Rutter
Executive Director for Strategic
Partnerships
Tel: (919) 299-4818
Email: PRutter@umo.edu

4. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.

5. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina and in effect at the time of the execution of this Agreement.

6. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

GREENE COUNTY By  Name: Kyle DeHaven Title: County Manager	UNIVERSITY OF MOUNT OLIVE By _____ Name: H. Edward Croom, Ed.D. Title: President
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