

AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
10:00 AM — GREENE COUNTY OPERATIONS CENTER
MONDAY, FEBRUARY 5, 2024

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. December 18, 2023 Regular Meeting Minutes
2. January 2, 2024 Regular Meeting Minutes
3. Releases/Refunds
4. Monthly Collection Report
5. Consideration of Late Present Use Value Applications
6. Finance Report
7. Budget Amendment; Senior Center (2)
8. Budget Amendment; DSS
9. Budget Amendment; Health

D. PUBLIC COMMENTS

E. PRESENTATIONS

1. Rich Moore; McDavid Associates; Transmission System Agreement
2. Kim Howell; Greene County Transportation Title VI Update

F. COUNTY MANAGER

1. Appointment; ABC Board
2. Participating Provider Agreement
3. Appointment; Trillium Health Resources Regional Advisory Board
4. Budget Amendment; General Government
5. Change Order #1; Greene County Public Works Building
6. Resolution to become member of American Flood Coalition
7. Resolution of Need to Revise Standards for Hunting on the Property of Other in Greene County
8. Approval/Acceptance of Grant Agreement with NC911
9. Capital Project Budget Ordinance for Future Sheriff's Office

G. COUNTY ATTORNEY COMMENTS

H. COMMISSIONER'S REPORT AND RECOMMENDATION

I. CLOSED SESSION – Attorney/Client Privilege and Personnel

1. Amy E. Ramsey vs Greene County et.al.

J. ADJOURN

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: February 5, 2024

The Consent Agenda for the February 5, 2024 Regular meeting consists of the following items:

- 1.) December 18, 2023 Regular Meeting Minutes
- 2.) January 2, 2024 Regular Meeting Minutes
- 3.) Releases/Refunds
- 4.) Monthly Collection Report
- 5.) Consideration of late present use value applications
- 6.) Finance Report
- 7.) BA; Sr. Center
- 8.) BA; DSS
- 9.) BA; Health

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, December 18, 2023, at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackelford Jr, Commissioners Jerry Jones, Ray Johnson 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 at 7:00 p.m., and asked Commissioner Shackelford to give the Invocation and lead the Pledge to the Flag.

There were three Greene County staff in attendance and three people from the public were present.

B. Approval of Agenda

Chairman Heath asked if there were any changes or corrections to the Agenda. Seeing as there were none he called for a motion to approve the Agenda. After Commissioner Jones made a motion to approve the Agenda, Commissioner Burress held up a Resolution from the Department of Social Services Board and asked if this being added to the Agenda. He was then told that this would be discussed in the Closed Session. Chairman Heath asked to add Personnel to Closed Session.

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

C. Consent Agenda

Chairman Heath asked for any changes to the consent agenda. Commissioner Jones noted there were two spelling errors in the December 4, 2023 minutes.

On motion by Commissioner Jones with the corrections and second by Commissioner Shackelford, the Board voted unanimously to approve the Consent Agenda.

- December 4, 2023 Regular Meeting Minutes
- Release/Refunds
- Monthly Collection Report
- Consideration of Late Present Use Value and Property Tax Relief Application
- Financial Report
- Budget Amendment; Senior Center
- Budget Amendment; Economic Development

Refunds: NCVTS Tax & Tag

Ricky Alan Yannarella	\$39.64	Tasha Lashawna Strong	\$8.44	Daniel Lozano Gonzalez	\$136.60
Shena Laquel Reed	\$336.49				

Releases: Ad Valorem Tax

Dennis Wood	\$50.00	Dennis Wood	\$50.00	Joyce Barnes Best	\$50.00
Douglas Eugene Moore, Jr	\$50.00	Rory Allen Wood, Jr	\$50.00	Rory Allen Wood, Jr	\$50.00
Rory Allen Wood, Jr.	\$50.00				

Refunds: Ad Valorem Tax

George McCongia	\$100.00	Martha Ann Colie Moore	\$50.00		
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D. Public Comments

1. Salvador Tinoco, 111 SE Second St., Snow Hill, NC. Mr. Tinoco asked about the Commissioner's pay raises that took place in July 2023. He asked why they received an increase of 106%, what about the employee's who got a 5% increase. Chairman Heath explained that this increase for the Commissioners was approved in the FY 23/24 Budget. He went on to explain that the Commissioners have not had a pay increase from the pay studies done and that their compensation was 3rd lowest in the state and they are now at 47th in the state. Mr. Tinoco would not listen and said he would be back.

E. Presentations

1. LeAnn Bagasala, Mauldin Jenkins CPA's and Advisors

Ms. Bagasala of Mauldin Jenkins presented the FY 22/23 Audited Financial Statements. Which was "unmodified" the highest rating. She provided the highlights and reviewed any weaknesses the firm found that may be improved on in the future. Commissioner Burress stated he had no questions about the audit itself and was pleased with its timely completion, and he expressed his confidence in the auditor's performance, however he recalled last year when, after the audit presentation he asked that he requested that they have a hard copy before the presentation to look at and be able to maybe ask questions during her presentation. Therefore, he advised he would be voting against accepting the audit again this year.

F. County Attorney Report

No comment.

G. Commissioner's Report and Recommendations

Chairman Heath wished all a safe and Merry Christmas.

Commissioner Jones reminded his fellow Commissioners of the LCC Christmas Breakfast the next morning.

Commissioner Burress congratulated Todd Whaley on becoming Snow Hill's new Fire Chief and thanked former Chief Linwood Bunn for his many years of exceptional service. Commissioner Burress stated that citizens have expressed concerns about the recently announced plans for a new industrial park. This is because the existing industrial site in Walstonburg has seen little development over the years, despite significant taxpayer investment. Commissioner Burress is questioning whether the County has abandoned efforts to develop the Walstonburg site in order to pursue a new project instead. He also wonders why more effort has not been made to recruit new businesses to the existing site, rather than developing a new industrial park. Commissioner Burress would like the County to issue a statement addressing these concerns. The statement should also explain how the new industrial park will have greater development potential through improved infrastructure and strategic partnerships to attract new businesses, reassuring taxpayers that their money will not go to waste. However, no motion was made. Commissioner Burress would like the County Attorney to look into the confusion and breakdown in communication regarding the termination of the Fort Run EMS contract. However, no motion was made. Commissioner Burress believes the County should not have terminated Fort Run's contract before gathering further facts to explain why the Department claimed no notice was received.

Commissioner Burress says he has received inquiries this past week from concerned citizens and employees regarding changes to County Commissioners compensation. Commissioner Burress stated the monthly pay prior to July 1, 2023 was \$485.23; and, as of July 1, 2023, that amount increased to \$1,000. Commissioner Burress requested an official public statement at our next meeting to address and rectify any issues surrounding the Commissioners pay and our lack of openness. He stated we need to be honest, address these concerns, and correct any misinformation. However, no motion was made.

All Commissioners wished everyone a very Merry Christmas.

H. CLOSED SESSION – Attorney/Client Privilege, and Personnel

Motion/Second into closed session – Commissioners Jones and Shackleford

Motion/Second out of closed session – Commissioners Jones and Johnson

I. ADJOURN

On motion by Commissioner Jones and second by Commissioner Johnson to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 8:22 p.m.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, January 2, 2024, at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, and Derek Burress, Commissioner Ray Johnson was in attendance by zoom. 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 at 10:00 a.m., and he gave the Invocation and led the Pledge to the Flag.

There were six Greene County staff in attendance and one person from the public present.

B. Approval of Agenda

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

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

C. Consent Agenda

Chairman Heath asked that the minutes from the December 18, 2023 meeting be pulled for changes.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously to approve the Consent Agenda without the December 18th minutes.

- December 18, 2023 Regular Meeting Minutes (pulled for corrections)
- Release/Refunds
- Consideration of Late Present Use Value

Releases: Ad Valorem Tax

William Edward Sugg, III	\$100.00	William Edward Sugg, III	\$50.00	Sugg Family Farming, Inc.	\$50.00
Thomas Sugg	\$50.00	Thomas Sugg	\$50.00	Thomas Sugg	\$50.00
T & E Sugg Equipment Rental, LLC	\$100.00	Thomas & William E. Sugg, III	\$50.00	Fred Brann	\$50.00

Refunds: Ad Valorem Tax

Helen J. Roberson	\$50.00	Edmondson Farms Poultry, LLC	\$50.00	John Brooks Edmondson & Stacy Dellano	\$100.00
John Brooks Edmondson & Stacy Dellano	\$50.00	John Brooks Edmondson & Stacy Dellano	\$50.00		

D. Public Comments

None

E. Presentations

1. Brock Kearney; Road Signs Update.

Mr. Kearney stated that the signs to be replaced have been received and they are in the process of being put up. He also noted that there are some signs that have again been stolen as soon as they are replaced. This is a costly endeavor for the county on a yearly basis. He also noted that they are taking necessary steps along with the Sheriff's Department to try to catch the thieves. Commissioner Jones encourages all citizens to report these missing signs as soon as they notice them gone.

2. Trey Cash; Economic Development Update.

Mr. Cash presented a 2023 review and upcoming projects for 2024 and beyond. Commissioner Burress thanked Mr. Cash and Mr. Harold Thomas for all they have done in terms of Economic Development.

F. County Manager

1. Mr. DeHaven presented a Grant received from Golden Leaf for the purpose of identifying sites in the County aligned with the County's Economic Development Goals and suitable for industrial development. This Grant is in the amount of \$15,000. Mr. DeHaven asked for a

motion to accept the Grant awarded and to direct staff to execute the Grantee Acknowledgement and agreement for the Grant.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to accept the Grant from Golden Leaf.

2. Mr. DeHaven next presented an Amendment to the Educational Repayment Policy. This amendment simplifies the way repayment is calculated for those not completing the course, or leaving the County for the required 24 months. Mr. DeHaven is asked for a review of this amendment at this time, and approval of the amendment after further discussion at a future meeting. Commissioner Burress asked will reimbursement amount differ based on the employee's hourly pay rate and certification level (EMT-B, AEMT)? Mr. DeHaven answered, yes reimbursement will be based on those two things.

3. Mr. DeHaven next presented a request to appoint an Interim Finance Officer that is needed to maintain compliance with N.C.G.S. Mr. DeHaven recommends the aforementioned designation to the Assistant Finance Officer, Ms. Sandy Shirtz. Commissioner Burress asked Mr. DeHaven what qualifies her to be the Interim Finance Officer. Mr. DeHaven stated as the Assistant Finance Officer currently more than qualifies her to be the Interim Finance Officer.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to appoint Ms. Sandy Shirtz as the Interim Finance Officer.

4. Mr. DeHaven next presented a Year in Review to the Board of Commissioners and the public of accomplishments achieved by Departments of the County. Commissioner Burress noted that DSS should also be commended for this years Toys-for-Tots event as they served over 300 families, of which 75 were new families.

At the end of the County Manager's presentation, Commissioner Burress asked to back track to the EMS Educational Agreement Policy. He stated that in paragraph three it states "after completing paramedic certification, employees will receive entry-level paramedic pay." It goes on to say employees "may" get a 3% raise if recommended by their manager. He went on to say that he feels it should read "Upon obtaining paramedic certification, employees "will" receive a 3% pay increase."

G. County Attorney Report

No comment.

H. Commissioner's Report and Recommendations

Commissioner Burress stated as we reflect on the past year, he believes now is the perfect time to revisit an idea that he feels would benefit our county by reinstating an early payment discount on property taxes. He said other counties are bringing this back and this would give the county residents relief as many are still recovering financially from the pandemic.

Commissioner Burress went on to state that at the last meeting he raised a concern about the confusion and breakdown in communication regarding the termination of the Fort Run EMS contract. He believes that when potential wrongdoing is brought to light, we have a duty to look into it, even without a formal motion.

Commissioner Burress also stated that with the increase in conversations surrounding the commissioner pay since the last meeting, he formally made a motion that the county issue a statement detailing commissioner pay increases over the past four years, starting in 2020. He also stated he believes we owe it to our constituents to provide full transparency and clarity around use of taxpayer funds. Chairman Heath stated that Commissioner Burress's motion failed due to lack of a second.

I. CLOSED SESSION – Attorney-Client Privilege/Personnel

Motion/Second into closed session – Commissioners Jones and Shackleford

Motion/Second out of closed session – Commissioners Jones and Shackleford

Upon coming out of Closed Session, Mr. DeHaven said that to give a raise to an appointed staff member it must be done in Open Session.

Commissioner Jones made a motion to raise the salary of the County Attorney (Gay Stanley) to \$122,500 annually effective immediately, this motion was seconded by Commissioner Shackleford. Commissioner Burress feels this is the wrong time to entertain this motion. He stated he would vote against this motion. Chairman Heath called for the vote and the Board voted 4 to 1 (Commissioner Burress) to approve the salary increase of the County Attorney.

J. ADJOURN

On motion by Commissioner Jones and second by Commissioner Shackelford to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 11:10 a.m.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

Releases: Ad Valorem Tax		Page 2 of 2								
Date:	2/5/2024									
Taxpayer	Year	Account #	Property # & Bill #	Assessed value	Assessed value to be released	Release amount (fire district) (T03) (G01)(T02)	Release amount (sw)	Total released	Reason	
THORNTON, EDWARD	2023	6826	0824350 10909				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	1710901 2772				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2000807 2773				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2470808 2774				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2657942 2775				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2658189 2776				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2659189 2777				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2659390 2778				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2659615 2779				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
THORNTON, EDWARD	2023	6826	2661251 2780				\$ 50.00	\$ 50.00	PRIVATE HAULER (gft) SCW	
									PRIVATE HAULER (gft) SCW	
SPEIGHT, NATHANIEL	2023	71392	2657737	\$ 600.00	\$ 600.00		\$ 5.61	\$ 5.61	By mistake, boats were double listed and billed. Release this bill; billed correctly on PP 2669218 (hrs)	
TAY-VALDEZ, GLORIA PATRICIA	2023	71393	2667313 2719	\$ 3,700.00	\$ 3,700.00	\$ 34.87	\$ 100.00	\$ 134.87	Proof was provided that mobile home was sold prior to 1/1/2023. To be billed correctly on acct. 75595, SCW	

Stephanie C. Wiggins
Tax Administrator



GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580
Phone 252-747-3615

Date: January 8, 2024

To: Greene County Board of Commissioners

From: Stephanie Wiggins - Tax Administrator

Subject: GS 105-350 (7)

Monthly

All levy

Report of amount collected on each year's taxes and amount remaining
uncollected - Collections posted as of December 31, 2023

Year	Current	FY 2023-2024	Amount Remaining	%
	Month	Collections YTD	Uncollected	Collected
	Adj. Payments+interest	Adj. Payments+interest		
2013	\$ 172.00	\$ 525.50	\$ 19,359.52	99.79%
2014	\$ 0.01	\$ 0.01	\$ 6,347.89	99.93%
2015	\$ -	\$ 28.08	\$ 4,975.60	99.94%
2016	\$ -	\$ 26.60	\$ 5,411.46	99.94%
2017	\$ -	\$ 79.19	\$ 6,111.56	99.93%
2018	\$ 77.60	\$ 2,251.82	\$ 7,629.67	99.92%
2019	\$ 22.00	\$ 2,761.66	\$ 16,827.96	99.82%
2020	\$ 215.13	\$ 3,667.22	\$ 15,623.71	99.83%
2021	\$ 896.12	\$ 4,820.31	\$ 31,676.85	99.70%
2022	\$ 4,013.45	\$ 48,678.76	\$ 54,539.24	99.50%
2023	\$ 3,149,675.76	\$ 8,024,209.47	\$ 3,397,399.03	70.22%
Total	\$ 3,155,072.07	\$ 8,087,048.62	\$ 3,565,902.49	

MTD Levy added for 2023				
\$ 3,456.69				
Beginning Receivable		ytd add'l levy	payments (principal only)	ytd interest(+)
\$ -		\$ 11,456,701.30	\$ 8,035,919.04	\$ 2,868.35
YTD:	releases	adjustments	refunds	write offs
	\$ 35,917.21	\$ 2,043.94	\$ (16,372.15)	\$ 1,794.23

Stephanie C. Wiggins
Tax Administrator



229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580

Phone 252-747-3615
Fax 252-747-5067

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: February 5, 2024

Re: Tax Office Issues

Consideration of Late Application for Present Use Value

The assessor has no authority to approve a late application for the present use value deferment. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late application. The applicants and parcels meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Present Use Applications:

Edwin Earl Chase Jr, et al – Parcel 0400083
RBM Farms, LLC – Parcel 0300443
Joseph Dale Wade, et al - Parcel 0801214

Stephanie Wiggins
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: Edwin Earl Chase Jr

DATE: 12-27, 2023

RE: Request for acceptance of late present use value application on
Parcel 0400083

Please accept my request for acceptance of my late application for present use value on
the above referenced parcel. My reason for filing untimely is

mail lost due to move

Edwin Earl Chase Jr
Edwin Earl Chase Jr

12-27-23
Date

RECEIVED

DEC 28 2023

**GREENE COUNTY
TAX DEPARTMENT**

Stephanie Wiggins
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: RBM Farms, LLC

DATE: 12-11, 2023

RE: Request for acceptance of late present use value application on
Parcel 0300443

Please accept my request for acceptance of my late application for present use value on
the above referenced parcel. My reason for filing untimely is

I assumed the lawyer had filed it.


RBM Farms, LLC

12-11-2023
Date

RECEIVED

DEC 21 2023

GREENE COUNTY
TAX DEPARTMENT

*Pending receipt of forestry
management plan.*

Stephanie Wiggins
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners
FROM: Joseph Dale Wade & Stacy Renee Wade Futral
DATE: 12/29/23, 2023
RE: Request for acceptance of late present use value application on
Parcel 0801214

Please accept my request for acceptance of my late application for present use value on
the above referenced parcel. My reason for filing untimely is

Estate, and sister stays out of town,

Joseph Dale Wade
Joseph Dale Wade

12/29/23
Date

Stacy Renee Wade Futral
Stacy Renee Wade Futral

12/29/23
Date

RECEIVED

DEC 29 2023

GREENE COUNTY
TAX DEPARTMENT

Pending receipt of forestry
management plan.

GREENE COUNTY FINANCIAL SUMMARY
December 31, 2023



GENERAL FUND				
REVENUES	Budget	December	YTD	YTD%
AD VALOREM TAXES	(10,426,000)	(3,278,709)	(7,993,717)	76.67%
TAXES/LICENSES-OTHER	(5,950,621)	(542,951)	(1,571,160)	26.40%
SALES & SERVICES	(2,039,971)	(154,369)	(837,587)	41.06%
MISCELLANEOUS GENERAL REVENUE	(1,306,959)	(570,187)	(845,515)	64.69%
PROGRAM SPECIFIC REVENUE	(781,621)	(76,665)	(361,666)	46.27%
DEPT OF SOCIAL SERVICES REVENUE	(2,647,457)	(156,727)	(705,285)	26.64%
PUBLIC HEALTH REVENUE	(1,858,758)	(63,761)	(664,708)	35.76%
TRANSFERS IN	0	0	0	0.00%
FUND BALANCE APPROPRIATED	(1,729,975)	0	0	0.00%
TOTAL REVENUES	(26,741,362)	(4,843,368)	(12,979,638)	48.54%
EXPENSES	Budget	December	YTD	YTD%
GOVERNING BODY	277,970	36,901	127,894	46.01%
GENERAL GOVERNMENT	564,196	46,144	440,896	78.15%
ADMINISTRATION	992,027	85,774	476,756	48.06%
TAX	670,107	41,381	271,518	40.52%
COURT	25,210	1,323	16,392	65.02%
ELECTIONS	230,779	13,651	109,045	47.25%
REGISTER OF DEEDS	282,444	24,726	130,100	46.06%
BUILDING INSPECTIONS	475,593	34,921	252,497	53.09%
ANIMAL CONTROL	279,965	22,669	137,169	48.99%
SHERIFF	2,448,709	182,973	1,214,637	49.60%
JAIL	1,988,324	651,918	1,268,301	63.79%
EMERGENCY MANAGEMENT	303,105	27,963	194,368	64.13%
EMERGENCY MEDICAL SERVICES	2,548,482	204,861	1,491,381	58.52%
COMMUNICATIONS/DISPATCH	709,027	67,592	399,429	56.33%
PUBLIC BUILDINGS	1,523,375	465,114	1,054,752	69.24%
FORESTRY	82,423	4,856	20,198	24.51%
ECONOMIC DEVELOPMENT	343,529	13,484	140,139	40.79%
JUVENILE RESTITUTION	55,253	4,490	22,453	40.64%
COOPERATIVE EXTENSION	252,402	17,296	88,437	35.04%
SOIL CONSERVATION	261,788	15,446	77,886	29.75%
VETERANS	31,786	2,865	16,583	52.17%
DJDP YOUTH PROGRAM	46,675	3,823	23,723	50.82%
SCHOOL	3,930,828	240,417	1,821,385	46.34%
COMMUNITY COLLEGE	240,000	20,000	120,000	50.00%
LIBRARY	143,685	11,974	71,843	50.00%
MENTAL HEALTH	66,018	5,502	33,009	50.00%
RECREATION	452,870	29,112	237,569	52.46%
FARMERS MARKET	16,500	453	3,056	18.52%
DEPT OF SOCIAL SERVICES	3,844,985	285,296	1,593,939	41.46%
PUBLIC HEALTH	2,726,734	326,861	1,035,619	37.98%
SENIOR SERVICES	453,773	76,345	199,057	43.87%
TRANSFERS OUT	<u>472,800</u>	<u>1,018</u>	<u>2,913</u>	0.62%
TOTAL EXPENSES	26,741,362	2,967,149	13,092,943	48.96%
REVENUES UNDER (OVER) EXPENSES	0	(1,876,220)	113,305	

UTILITY FUND				
REVENUES	Budget	December	YTD	YTD%
CHARGES FOR SERVICES-WATER	(2,580,484)	(198,462)	(1,354,123)	52.48%
CHARGES FOR SERVICES-SEWER	(759,900)	(45,702)	(374,778)	49.32%
ALTERNATIVE WATER FEES	(790,000)	(66,719)	(400,578)	50.71%
LATE FEES/SERVICE CHARGES	(98,000)	(9,598)	(56,071)	57.21%
MISCELLANEOUS REVENUE	(34,000)	(10,328)	(57,002)	167.65%
FUND BALANCE APPROPRIATED	-	-	-	0.00%
TOTAL REVENUES	(4,262,384)	(330,809)	(2,242,551)	52.61%
EXPENSES	Budget	December	YTD	YTD%
SALARIES/FRINGES	706,074	60,682	340,304	48.20%
OPERATING	3,069,089	213,139	881,137	28.71%
DEBT PRINCIPAL/INTEREST	92,221	0	-	0.00%
CAPITAL OUTLAY	70,000	0	-	0.00%
DEPRECIATION	225,000	0	-	0.00%
TRANSFERS OUT	<u>100,000.00</u>	<u>0</u>	<u>-</u>	0.00%
TOTAL EXPENSES	4,262,384	273,820	1,221,441	28.66%
REVENUES UNDER (OVER) EXPENSES	0	(56,988)	(1,021,110)	

LANDFILL FUND				
REVENUES	Budget	December	YTD	YTD%
SOLID WASTE FEES	(704,884)	(188,431)	(507,528)	72.00%
SOLID WASTE/SCRAP TIRE/WHITE GOODS TAX	(51,000)	0	(14,412)	28.26%
MISCELLANEOUS REVENUE	(400)	(2,610)	(14,423)	3605.86%
CHARGES FOR SERVICES	(153,000)	(20,040)	(105,745)	69.11%
TRANSFERS IN	-	-	-	0.00%
FUND BALANCE APPROPRIATED	-	-	-	0.00%
TOTAL REVENUES	(909,284)	(211,081)	(642,109)	70.62%
EXPENSES	Budget	December	YTD	YTD%
LANDFILL OPERATING	390,784	20,068	181,887	46.54%
COLLECTIONS OPERATING	486,900	41,081	226,526	46.52%
LANDFILL CLOSURE	-	-	-	0.00%
SCRAP TIRE	28,000	4,736	10,163	36.30%
WHITE GOODS	3,600	-	1,653	45.92%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL EXPENSES	909,284	65,884	420,230	46.22%
REVENUES UNDER (OVER) EXPENSES	0	(145,197)	(221,879)	

TRANSPORTATION FUND				
REVENUES	Budget	December	YTD	YTD%
CHARGES FOR SERVICES	(197,450)	(617)	(51,886)	26.28%
GRANTS	(395,878)	(34,106)	(164,943)	41.67%
MISCELLANEOUS REVENUE	0	(592)	(3,046)	100.00%
FUND BALANCE APPROPRIATED	0	0	0	0.00%
TOTAL REVENUES	(593,328)	(35,315)	(219,875)	37.06%
EXPENSES	Budget	December	YTD	YTD%
SALARIES/FRINGES	349,633	37,444	203,037	58.07%
OPERATING	115,970	4,565	67,605	58.30%
CAPITAL	115,267	0	19,544	16.96%
TRANSFERS OUT	<u>12,458</u>	<u>0</u>	<u>0</u>	0.00%
TOTAL EXPENSES	593,328	42,009	290,186	48.91%
REVENUES UNDER (OVER) EXPENSES	0	6,694	70,310	

FUND BALANCES			
	2022-2023	2021-2022	2020-2021
NONSPENDABLE: PREPAIDS	5,873	126,031	466,479
STABILIZATION BY STATE STATUTE	2,903,185	3,144,425	2,171,353
REGISTER OF DEEDS	13,587	7,407	36,040
HUMAN SERVICES	2,288,763	1,972,934	1,555,453
SHERIFF DEPARTMENT	1,164,234	889,422	18,923
ECONOMIC DEVELOPMENT	31,548	28,730	0
USDA LOAN PAYMENTS	1,270,841	1,243,690	1,242,334
GREENE COUNTY ABC BOARD	211,286	151,252	104,373
TAX REVALUATION	106,678	55,193	5,190
SPECIAL REVENUE FUNDS			310,280
ENVIRONMENTAL PROTECTIONS	50,000	50,000	
CAPITAL PROJECT FUNDS			859,141
SUBSEQUENT YEAR'S EXPENDITURES	515,000	100,000	135,925
UNASSIGNED FUND BALANCE	<u>10,993,039</u>	<u>11,298,280</u>	<u>7,183,758</u>
TOTAL FUND BALANCES	19,554,034	19,067,364	14,089,249



NORTH CAROLINA
DEPARTMENT OF INSURANCE
MIKE CAUSEY, COMMISSIONER

State of North Carolina

County of Wake

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

CDFA # 93.324

Fiscal Year: 2023-2024

Federal Award Date: 03/28/2023

Performance Period: 07/01/2023-06/30/2024

Account # 536405

**Grant
Award #** 90SAPG0099-
04-00

Cost Center: 16001636g23

**Award
Amount \$** \$7,961.00

**Total Amount
\$** \$7,961.00

Contract Between

Recipient:

State of North Carolina

Department of Insurance

SHIIP Division

Subrecipient:

Name: Greene County Senior
Center

County: Greene

Tax ID/FIN # 56-6000304

DUNS # 91564591

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

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

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

1/5/24

DSS

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					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
TANF-IV-E FOSTER CARE	11527-562900	\$4,592	COUNTY ONLY FOSTER CARE	11528-563500	\$4,592
Total		\$ 4,592.00	Total		\$ 4,592.00

Explanation: Transfer money to cover foster care children's needs for the county.

Requested by:

Approved by:

Amade Smith

C9

Date: February 5, 2024
 Dept. Name: Health Department

Dept. # 11

BUDGET REVISIONS

<u>Revenues</u>				<u>Expenditures</u>			
<u>Account #</u>				<u>Account #</u>			
11-172-4384-06	Community Health Foundation Grant	+	1,000.00	11-572-5171-00	Community Health Foundation Grant O/E	+	1,000.00
11-172-4382-18	Bridge Access Program for COVID-19 Vaccines	+	45,796.00	11-575-5101-00	Bridge COVID-19 Salaries	+	37,421.00
				11-575-5130-00	Bridge COVID-19 Medicare	+	543.00
				11-575-5131-00	Bridge COVID-19 FICA	+	2,320.00
				11-575-5132-00	Bridge COVID-19 Retirement	+	4,831.00
				11-575-5133-00	Bridge COVID-19 Insurance	+	681.00
TOTAL				TOTAL			
		+	46,796.00			+	46,796.00

NC Community Foundation (Greene County Fund) \$1,000: The Greene County Department of Public Health was awarded a grant to participate in the Pediatric Literacy Book Giveaway. These funds will be used to purchase age-appropriate books for children seen our Child Health Clinic at the Health Department.

Bridge Access Program for COVID-19 Vaccines \$45,796: The Greene County Department of Public Health was awarded state funding to provide COVID-19 vaccines to uninsured and underinsured adults. This funding can reimburse for an employee or contract person to give the vaccine. It can also reimburse the health department for a COVID-19 vaccine administration fee. However, funds can't be used to purchase COVID-19 vaccines.

Requested by: Jay Brock

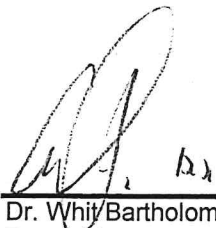
Approved by: _____

Greene County Department of Public Health
Board of Health
January 16, 2024
Budget Revisions

PROGRAM	BUDGETED	INCREASE/ DECREASE	AMENDED BUDGET
<u>NC Community Foundation (Greene County Fund)</u>			
Revenues			
Grant	\$0.00	\$1,000.00	\$1,000.00
Expenditures			
Supplies	\$0.00	\$1,000.00	\$1,000.00
<u>Bridge Access Program for COVID-19 Vaccines</u>			
Revenues			
State	\$0.00	\$45,796.00	\$45,796.00
Expenditures			
Salaries	\$0.00	\$37,421.00	\$37,421.00
Medicare	\$0.00	\$543.00	\$543.00
FICA	\$0.00	\$2,320.00	\$2,320.00
Retirement	\$0.00	\$4,831.00	\$4,831.00
Insurance	\$0.00	\$681.00	\$681.00

NC Community Foundation (Greene County Fund) \$1,000: The Greene County Department of Public Health was awarded a grant to participate in the Pediatric Literacy Book Giveaway. These funds will be used to purchase age-appropriate books for children seen our Child Health Clinic at the Health Department.

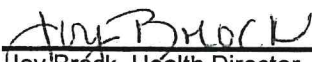
Bridge Access Program for COVID-19 Vaccines \$45,796: The Greene County Department of Public Health was awarded state funding to provide COVID-19 vaccines to uninsured and underinsured adults. This funding can reimburse for an employee or contract person to give the vaccine. It can also reimburse the health department for a COVID-19 vaccine administration fee. However, funds can't be used to purchase COVID-19 vaccines.



Dr. Whit Bartholomew, Chairman
Board of Health

1-16-24

Date



Joy Brock, Health Director
Greene County Department of Public Health

1/16/24

Date

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones



County Manager

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: Rich Moore, McDavid and Associates; Transmission System Agreement No. 3

Date: February 5, 2024

Mr. Rich Moore will present a proposed update to the Joint Agreement between Greene County and the Town of Farmville. He will give the history of the agreement and be available for any questions at this time.

Action Recommended:

Motion to approve the Resolution Approving Amendment #3 to Joint Construction, Operation, and Maintenance Agreement

Board Action is Needed

REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: February 5, 2024

TOPIC(S) TO BE PRESENTED: Amendment No. 3 Between County of Greene
and Town of Farmville - GUC Water Operation Agreement

PRESENTER'S NAME:

Rich Moore

PRESENTER'S MAILING ADDRESS: McDavid Associates, Inc.

P.O. Drawer 49, Farmville, NC 27828

PHONE #: (252) 753-2139

FAX #: (252) 753-7220

PRESENTER'S EMAIL ADDRESS: rbm@mcdavid-inc.com

The Greene County Board of Commissioners will meet on the 1st Monday of the month at 10:00 a.m. and the third Monday of the month at 7:00 p.m. On Mondays where a meeting and holiday coincide, the meeting will fall on the following Tuesday at the same time and place.

In accordance with §34.01 Rules of Procedure (F) of the Greene County, NC Code of Ordinances – “A request to have an item placed on the agenda must be received no later than 5:00 p.m. on the Tuesday preceding the meeting.” If the presenter would like to provide additional attachments/handouts to the board prior to the meeting, the material(s) must be received by the Greene County Manager's Office no later than 12:00 pm of the Wednesday prior to the meeting. The request will be placed on the agenda as a presentation, which is defined as administrative and committee reports, unfinished business, and/or new business.

A Public Comment Period will be held at each meeting in accordance with §34.01 Rules of Procedure (G) of the Greene County, NC Code of Ordinances and the Greene County Public Comment Policy. The policies and ordinances can be found at www.greencountync.gov.

To submit the Request To Be On The Agenda For The Greene County Board Of Commissioners form:

- Call (252) 747-3446 or (252) 747-2866
- Email kathy.mooring@greencountync.gov
- Mail or deliver to Greene County Office Complex, County Manager's Office, 229 Kingold Blvd, Snow Hill, NC 28580.

Board of Commissioners Meeting Presentation
GUC Alternative Water Supply Transmission System
Ownership, Operation and Maintenance Agreement Amendment No. 3

Farmville and Greene County jointly own a water transmission system (primarily along US 13/US 264A corridor) that allows alternative water supply from Greenville Utilities Commission (GUC). As part of the original construction, a joint operation and maintenance agreement exists between Farmville and Greene County. Farmville is responsible for ownership, operation, and maintenance of assets and bills Greene County monthly for their share of expenses.

Greene County recently replaced their water system controls (SCADA). As part of SCADA installation, a monitoring panel was replaced at the Langs Crossroads metering site (referred to as Site 247, location of elevated storage tank that distributes water to Farmville and Greene County along with metering equipment). In order for Greene County to receive water flow data, analog signal splitters were installed (County cannot remotely operate any equipment, only “see” water flow from GUC into Greene County). The installation of SCADA equipment and splitters is a benefit solely to Greene County such that Farmville should not be responsible for any ownership, operation, or maintenance with the new devices. An “Amendment No. 3” to the joint ownership, operation, and maintenance agreement is proposed to acknowledge the following:

- Original internet service to site has been disabled and is no longer in service (radio communication now in place).
- Greene County is solely responsible for ownership, operation, and maintenance of their SCADA panel and the analog splitters installed at Site 247.

Attachments:

- Amendment No. 3 to Agreement between Farmville and Greene County for the Joint Construction, Operation and Maintenance
- Resolution Approving Amendment No. 3 subject to approval by the Town of Farmville.

McDavid Associates, Inc. will be present to discuss the draft Amendment No. 3.

Action Recommended: Approve Resolution Approving Amendment No. 3 to Joint Construction, Operation and Maintenance Agreement

AMENDMENT NO. 3
AGREEMENT
BETWEEN
COUNTY OF GREENE
AND
TOWN OF FARMVILLE
FOR THE
JOINT CONSTRUCTION, OPERATION AND MAINTENANCE
POTABLE WATER SUPPLY TRANSMISSION SYSTEM
ALLOWING THE DELIVERY OF AN ALTERNATIVE WATER SUPPLY
FROM GREENVILLE UTILITIES COMMISSION

THIS AGREEMENT AMENDMENT, made this the ____ day of _____, _____, by and between the COUNTY OF GREENE, for itself, its successors and assigns, hereinafter referred to as "GREENE COUNTY" and the TOWN OF FARMVILLE, of North Carolina, for itself, its successors and assigns, hereinafter referred to as "FARMVILLE":

WITNESSETH:

WHEREAS, FARMVILLE and GREENE COUNTY have entered into an Agreement for the "JOINT CONSTRUCTION, OPERATION AND MAINTENANCE OF A POTABLE WATER TRANSMISSION LINE FOR THE DELIVERY OF AN ALTERNATIVE WATER SUPPLY TO GREENE COUNTY AND TOWN OF FARMVILLE FROM GREENVILLE UTILITIES COMMISSION" (hereinafter referred to as the "AGREEMENT"), said AGREEMENT dated August 16, 2004; and

WHEREAS, FARMVILLE and GREENE COUNTY have entered into Amendment No. 1 to the Agreement for the "JOINT CONSTRUCTION, OPERATION AND MAINTENANCE OF A POTABLE WATER TRANSMISSION LINE FOR THE DELIVERY OF AN ALTERNATIVE WATER SUPPLY TO GREENE COUNTY AND TOWN OF FARMVILLE FROM GREENVILLE UTILITIES COMMISSION" (hereinafter referred to as "AMENDMENT NO. 1"), said AMENDMENT NO. 1 dated January 18, 2011; and

WHEREAS, FARMVILLE and GREENE COUNTY have entered into Amendment No. 2 to the Agreement for the "JOINT CONSTRUCTION, OPERATION AND MAINTENANCE OF A POTABLE WATER TRANSMISSION LINE FOR THE DELIVERY OF AN ALTERNATIVE WATER SUPPLY TO GREENE COUNTY AND TOWN OF FARMVILLE FROM GREENVILLE UTILITIES COMMISSION" (hereinafter referred to as "AMENDMENT NO. 2"), said AMENDMENT NO. 2 dated May 7, 2012; and

WHEREAS, the original AGREEMENT prorated all operation, maintenance and minor repair cost based upon the volume of water used by the respective parties; and

WHEREAS, there exists fixed costs not related to the volume of water consumed by respective parties that should be shared on an equal basis; and

WHEREAS, AMENDMENT NO. 1 identified specific fixed cost items not related to the volume of water consumed by respective parties that are to be shared on an equal basis; and

WHEREAS, AMENDMENT NO. 2 permitted GREENE COUNTY to utilize FARMVILLE'S Time Warner data cable line and categorized the cost of the Time Warner data cable line as a fixed cost to be shared equally by both parties; and

WHEREAS, the Time Warner data cable line service has been disabled and is no longer in service; and

WHEREAS, GREENE COUNTY has switched to radio communication between Site 247 and GREENE COUNTY'S CCU and a reliable communication link can be maintained; and

WHEREAS, GREENE COUNTY no longer needs to use Internet Service at Site 247; and

WHEREAS, the Time Warner data cable line service has been canceled; and

WHEREAS, tank levels and flow rates cannot reliably and consistently be shared between FARMVILLE'S equipment and GREENE COUNTY'S CCU; and

WHEREAS, GREENE COUNTY can split the analog signals between FARMVILLE'S and GREENE COUNTY'S SCADA equipment so both SCADA Systems can simultaneously receive the analog signals at Site 247; and

WHEREAS, FARMVILLE and GREENE COUNTY desire to amend the AGREEMENT to eliminate GREENE COUNTY'S access to the Time Warner data cable line at Site 247, to release GREENE COUNTY'S obligation in cost sharing of the Time Warner data cable line or other Internet Service at the site, and allow GREENE COUNTY to add analog signal splitters as necessary at Site 247:

NOW, THEREFORE, the AGREEMENT dated August 16, 2004 is amended by AMENDMENT NO. 3 as follows:

REFERENCE the identification of items in AMENDMENT NO. 2, GREENE COUNTY will no longer be responsible for any shared cost of Internet Service at Site 247.

Any current and future Internet Service fees will be paid 100% by FARMVILLE unless this agreement is amended in the future to allow for GREENE COUNTY to share the Internet Service and participate in cost sharing.

GREENE COUNTY will be solely responsible for maintenance and replacement of the analog splitters and GREENE COUNTY'S PLC and SCADA hardware and 100% of the associated installation costs.

All other items and conditions of the original AGREEMENT, AMENDMENT NO. 1, and AMENDMENT NO. 2 not specifically affected by this AMENDMENT NO. 3 shall remain in full force and effect.

IN TESTIMONY WHEREOF, GREENE COUNTY has caused this AMENDMENT NO. 3 to be executed in its name by its Chairman, attested by the Clerk to the Board, and its official seal hereunto affixed, all by Resolution duly entered by the GREENE COUNTY Board of Commissioners; and FARMVILLE has

caused this AMENDMENT NO. 3 to be executed in its name by its Mayor, attested by the Town Clerk, and its official seal hereunto affixed, all by Resolution duly entered by the TOWN OF FARMVILLE Board of Commissioners; all pursuant to the authority of its Board of Commissioners duly given, all effective on this the day and year first written above. This AMENDMENT NO. 3 is executed in multiple originals, one of which will be retained by each of the parties hereto.

TOWN OF FARMVILLE, NORTH CAROLINA

By: _____

[SEAL] JOHN O. MOORE, Mayor

Attest:

AMY B. JOHNSON, Town Clerk

COUNTY OF GREENE, NORTH CAROLINA

By: _____

[SEAL] BENNIE HEATH, Chairman

Attest:

KYLE J. DeHAVEN, Clerk to the Board

NORTH CAROLINA

FARMVILLE

I, _____, a Notary Public of the aforesaid Town and State, certify, that _____ personally came before me this day and acknowledged that she is the Town Clerk of the Town of Farmville, North Carolina, and that by authority duly given and as the act of the Town of Farmville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Town Clerk.

WITNESS my hand and official stamp or seal, this the __ day of _____, 20__

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA

GREENE COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify, that _____ personally came before me this day and acknowledged that he is the Clerk to the Board of the County of Greene, North Carolina, and that by authority duly given and as the act of the County of Greene, North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and official stamp or seal, this the __ day of _____, 20__

NOTARY PUBLIC

My Commission Expires:

**RESOLUTION
APPROVING AMENDMENT NO. 3 TO
AGREEMENT BETWEEN GREENE COUNTY AND TOWN OF FARMVILLE
JOINT CONSTRUCTION, OPERATION AND MAINTENANCE
POTABLE WATER SUPPLY TRANSMISSION SYSTEM
FROM GREENVILLE UTILITIES COMMISSION
GREENE COUNTY**

WHEREAS, the Town of Farmville and Greene County have entered an agreement for the “Joint Construction, Operation and Maintenance of a Potable Water Transmission Line for the Delivery of an Alternative Water Supply to Greene County and Town of Farmville from Greenville Utilities Commission on August 16, 2004, and

WHEREAS, an Amendment No. 1 was approved on January 18, 2011 and an Amendment No. 2 was approved on May 7, 2012, and

WHEREAS, Greene County has replaced their Supervisory Control and Data Acquisition (SCADA) system, installing a remote panel and analog splitters at Site 247 (Langs Crossroads Elevated Storage Tank/Metering Site that serves as interface point of receipt of alternative water supply from Greenville Utilities Commission and distribution of water to Greene County and the Town of Farmville), and

WHEREAS, Greene County shall be solely responsible for ownership, operation, and maintenance of their SCADA remote panel and analog splitters installed at Site 247, and

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

Amendment No. 3 between County of Greene and Town of Farmville for the Joint Construction, Operation and Maintenance Potable Water Supply Transmission System Allowing the Delivery of an Alternative Water Supply from Greenville Utilities Commission is approved subject to approval by the Town of Farmville Board of Commissioners.

Adopted this the 5th day of February 2024 at Snow Hill, North Carolina.

Bennie Heath, Chairman
Greene County

(Seal)
ATTEST:

Kyle J. DeHaven
Clerk to the Board

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

E2

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: Kim Howell, Transportation Director; Title VI Program Plan review and approval

Date: February 5, 2024

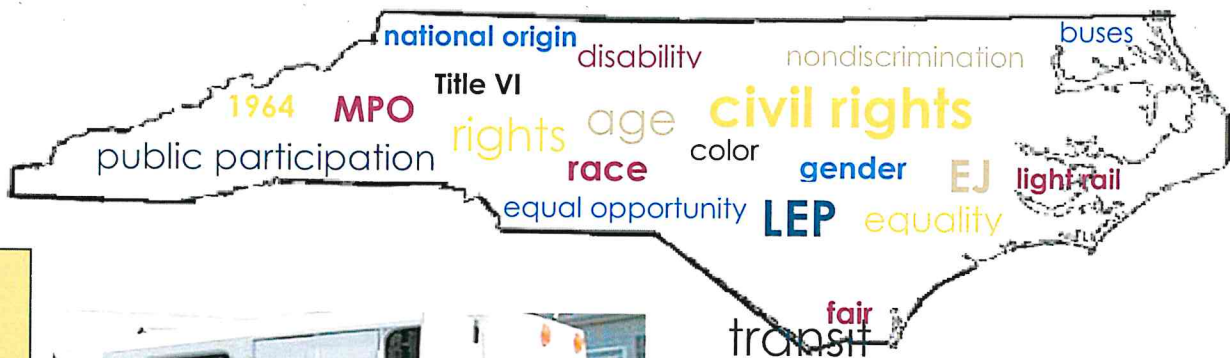
Ms. Kim Howell, GC Transportation Director, will present the completed Title VI Program plan Update for approval. She will be available or questions at this time.

Action Recommended:

Motion to approve the Title VI Program Plan

Board Action is Needed

Greene County Transportation



Date Revised
SEPTEMBER, 06 2023

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Greene County Transportation, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Greene County Board of Commissioners, have **reviewed and hereby adopt** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Greene County Transportation services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Signature of Authorizing Official

DATE

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Type chapter title (level 2)	
Type chapter title (level 2)	
Type chapter title (level 2)	

TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
GREENE COUNTY TRANSPORTATION

In accordance with DOT Order 1050.2A, Greene County Transportation assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Greene County Transportation .

Further, Greene County Transportation hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Chief Administrative Officer (CAO, or head) of the organization.
2. Issue a policy statement, signed by the CAO of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of CAO.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Printed Name

Official Title

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

Greene County Transportation is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). Greene County Transportation establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by Greene County Transportation and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

Greene County Transportation provides free public transportation options to its customers within Greene County, North Carolina for Medical appointments, Congregate Nutrition, School, Work, Grocery Shopping, Bank, Utilities Office, Pharmacy. To reserve services, you must make an appointment by calling 252-747-8474. Our days of operation are Monday through Friday 5:00 a.m. to 5:00 p.m. with exception of Greene County Transportation Observed Holidays; New Year's Day, Martin Luther King, Jr Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas (Christmas closure may vary if either of these days fall on a weekend).

Type of Service	Days of week	Times	Fare (if applicable)
Medical Appointment	M-F	5:00 am – 5:00 pm	N/A (Free to the public)
Work/School/Grocery/RX	M-F	5:00 am – 5:00 pm	N/A (Free to the public)
Congregate Nutrition	M-F	5:00 am – 5:00 pm	N/A (Free to the public)

2.2 FUNDING SOURCES / TABLES

For the purpose of federally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during the past year, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5311 (Formula Grants for Other than Urbanized Areas)	☒	☐	
5311 (b)(3) (Rural Transit Assistance)	☒	☐	

2.3 DECISION-MAKING PROCESS

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	☒	☐	12
Board of Commissioners	☐	☒	5

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for Greene County Transportation, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Kimberly Howell
 Director
 312 SE 2nd St, Snow Hill NC 28580
 252-747-8474
 Kim.howell@greenecountync.gov

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.5 CHANGE OF TITLE VI COORDINATOR AND/OR HEAD OF DECISION-MAKING BODY'S TITLE OR "CAO"

If Title VI Coordinator, Kimberly Howell or Chairman of the Board of Commissioners, Bennie Heath changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement and assurance will be signed by the new Chairman of the Board of Commissioners.

2.6 ORGANIZATIONAL CHART

Greene County Transportation currently employs 13 staff which consist of the following job categories:

- Executive Director, Kimberly Howell
- Admin Asst/Full time driver
- Dispatcher/Scheduler
- Administrative Assistant (1)
- Part Time drivers (9)

2.7 SUBRECIPIENTS

Greene County Transportation does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of Greene County Transportation, as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of "programs and activities" to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act"; 49 U.S.C. 5332, "Nondiscrimination (Public Transportation)"; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a,

“Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Chairman of the Greene County Board of Commissioners and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist's desk, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

3.0 NOTICE OF NONDISCRIMINATION

- Greene County Transportation operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with Greene County Transportation.
- For more information on Greene County Transportation civil rights program, and the procedures to file a complaint, contact Kim Howell, Director @ 252-747-8474; email kim.howell@greencountync.gov; or visit our administrative office at 312 SE 2nd St, Snow Hill NC, 28580.
- If information is needed in another language, contact 252-747-8474.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside/on our vehicles.
- Ads in newspapers and other publications shall include the following: "Greene County Transportation operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on Greene County Transportation Title VI program or how to file a discrimination complaint, please contact Kim Howell, Director @ 252-747-8474; kim.howell@greencountync.gov."
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. Greene County Transportation will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Greene County Transportation are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Kim Howell, Director at 252-747-8474 or via email @ kim.howell@greencountync.gov.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of Greene County Transportation Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Greene County Transportation programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

5.0 CONTRACT ADMINISTRATION

Greene County Transportation ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. Greene County Transportation and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

5.1 CONTRACT LANGUAGE

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been

acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

Greene County Transportation, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by Greene County Transportation to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to Greene County Transportation programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **Greene County Transportation; Director Kim Howell, 252-747-8474; email kim.howell@greencountync.gov; 312 SE 2nd St Snow Hill, NC 28580**
 - **North Carolina Department of Transportation, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453**
 - **US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070**
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228**
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
 6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Greene County Transportation

DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with Greene County Transportation, within 180 days after the discrimination occurred.

Last Name:		First Name:		☐ Male
				☐ Female
Mailing Address:		City	State	Zip
Home Telephone:	Work Telephone:	E-mail Address		

Identify the Category of Discrimination:

- ☐ RACE
 ☐ COLOR
 ☐ NATIONAL ORIGIN
 ☐ SEX
☐ CREED (RELIGION)
 ☐ DISABILITY
 ☐ LIMITED ENGLISH PROFICIENCY
 ☐ AGE

**NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.*

Identify the Race of the Complainant

- ☐ Black
 ☐ White
 ☐ Hispanic
 ☐ Asian American
☐ American Indian
 ☐ Alaskan Native
 ☐ Pacific Islander
 ☐ Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).

The law prohibits intimidation or **retaliation** against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ NC Department of Transportation _____
- ☐ Federal Transit Administration _____
- ☐ US Department of Transportation _____
- ☐ US Department of Justice _____
- ☐ Federal or State Court _____
- ☐ Other _____

Have you discussed the complaint with any Greene County Transportation representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

Greene County Transportation
312 SE 2nd St
Snow Hill, NC 28580
Kim.howell@greencountync.gov
252-747-3874

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: ☐ NCDOT ☐ FTA Date Referred: _____

Log Year(s):

[illegible]

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against **Greene County Transportation** since the previous Title VI Program submission to NCDOT.

Date _____

Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

TEMPLATE/SAMPLE Investigative Report

- I. COMPLAINANT(S) NAME** (or attorney for the complainant(s) – name and address if applicable)
- II. RESPONDENT(S)** (or attorney for the respondent(s) – name and address if applicable)
- III. APPLICABLE LAW/REGULATION**
- IV. COMPLAINT BASIS/(ES)**
- V. ISSUES/ALLEGATIONS**
- VI. BACKGROUND**
- VII. INVESTIGATIVE PROCEDURE**
- VIII. ISSUES / FINDINGS OF FACT**
- IX. CONCLUSION**
- X. RECOMMENDED ACTIONS**

APPENDIX

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table QT-P3, Race and Hispanic or Latino Origin: 2010:

Race and Ethnicity	Number	Percent
Total Population	23,648	100%
White	11,855	50.1%
Black or African American	5,335	22.5%
American Indian or Alaska Native	148	0.62%
Asian	17	0.28%
Native Hawaiian and Other Pacific Islander	0	0%
Some other Race	455	1.9%
Two or More Races	2,691	11.3%
HISPANIC OR LATINO (of any race)	3,147	13.3%
Mexican	N/A	N/A
Puerto Rican	N/A	N/A
Cuban	N/A	N/A
Other Hispanic or Latino	N/A	N/A

8.2 AGE & SEX

The following table was completed using data from Census Table QT-P1, Age Groups and Sex: 2010:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	20,987	11,529	9,458	100%	54.935%	45.065%
Under 5 years	1,024	607	417	4.9%	5.3%	4.4%
Under 18 years	4,251	2,308	1,943	20.3%	20.0%	20.5%
18 to 64 years	12,282	10,027	7,530	58.5%	61.7%	40.3%
65 years and over	3,430	1,502	1,928	16.3%	13.0%	20.4%
Median Age	38.9	N/A	N/A			

8.3 DISABILITY

The following table was completed using data from Census Table S1810, Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	16,600	391	3,958	388	21.3	2.0
Population under 5 years	1,024	5	0	25	0.0	3.8
Population 5 to 17 years	3,227	4	304	104	9.4	3.2
Population 18 to 64 years	11,123	546	2,173	460	35.1	7.8
Population 65 years and over	3,226	152	1,481	130	95.9	14.0
SEX						
Male	9,440	388	2,020	316	21.4	3.1
Female	9,160	225	1,938	240	21.2	2.7
RACE AND HISPANIC OR LATINO ORIGIN						
White	10,956	362	2,453	278	22.4	2.6
Black or African American	5,968	416	1,376	255	23.1	3.9
American Indian and Alaska Native	24	27	5	7	20.8	33.2
Asian	0	25	0	25	-	**
Native American and Other Pacific Islander	0	25	0	25	-	**
Some other Race	531	269	61	60	11.5	9.3
Two or more races	1,121	434	63	56	5.6	4.6
Hispanic or Latino	2,986	86	238	102	8.0	3.4

8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	17,790	161	4,016	567	22.6	3.2
AGE						
Under 18	3,844	59	1,412	299	36.7%	7.8
18 to 64	10,796	160	2,143	355	19.8%	3.3
65 years and over	3,150	89	461	127	14.6%	4.1
SEX						
Male	9,282	182	1,854	292	20.0%	3.2
Female	8,508	98	2,162	356	25.4%	4.2
RACE AND HISPANIC OR LATINO ORIGIN						
White	9,531	363	1,533	342	16.1%	3.5
Black or African American	5,399	371	1,645	330	30.5%	5.9
American Indian and Alaska Native	55	57	14	22	25.5%	30.04
Asian	0	25	0	25	-	**
Native American and Other Pacific Islander	0	25	0	25	-	**
Some other Race	929	413	388	234	41.8%	20.0
Two or more races	1,876	570	436	311	23.2%	14.3
Hispanic or Latino	2,994	94	957	312	32.0%	10.6
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	1,554	356	x	x	X	x
125 percent of poverty level	5,252	612	x	x	x	x
150 percent of poverty level	5,872	641	x	x	x	x
185 percent of poverty level	7,902	673	x	x	x	x
200 percent of poverty level	8,367	669	x	x	x	x

8.5 HOUSEHOLD INCOME

The following table was completed using data from Census Table S1901, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	6,793	250
Less than \$10,000	6.4%	1.8
\$10,000 to \$14,999	7.4%	2.0
\$15,000 to \$24,999	11.5%	2.2
\$25,000 to \$34,999	8.9%	2.0
\$35,000 to \$49,999	15.5%	3.0
\$50,000 to \$74,999	20.6%	3.6
\$75,000 to \$99,999	16.0%	3.8
\$100,000 to \$149,999	8.5%	2.2
\$150,000 to \$199,999	4.1%	1.4
\$200,000 or more	1.2%	0.7
Median income (dollars)	50,320	3,386
Mean income (dollars)	59,360	2,889

8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

Complete the table below utilizing data from Census table B16001 To get started:

1. Utilize the PDF to complete the table in Factor #1 of Section 8.5 of this document. Insert the PDF within the Appendix at the end of this entire document.
2. Once you're done, delete #1 to 3 of this highlighted text.

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file

indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how Greene County Transportation will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent and continuous engagement by the public.
- Use of social media and other resources as a way to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging

stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner's request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group's choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT's LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	20,061	*****		
Speak only English	16,853	224	84.01%	224
Spanish or Spanish Creole:	2,875	173	14.33%	173
Speak English "very well"	1,500	225	7.475%	225
Speak English less than "very well"	1,375	179	6.855%	179
Spanish or Spanish Creole:	2,875	173	14.33%	173
Speak English "very well"	1,500	225	7.475%	225
Speak English less than "very well"	1,375	179	6.855%	179
Spanish or Spanish Creole:	2,875	173	14.33%	173
Speak English "very well"	1,500	225	7.475%	225
Speak English less than "very well"	1,375	179	6.855%	179

Factor #2: The frequency with which LEP individuals come in contact with the program.

Greene County Transportation frequently assist LEP individuals with their transportation needs. We provide transportation to the Senior Center and the Literacy Center on a daily basis.

Factor #3: The nature and importance of the program, activity, or service provided by the recipient to people's lives. Greene County Transportation provides a service that is valuable to all Greene County Residents. Without our service, our passengers may not receive necessary medical treatment, attend educational classes, receive their medications, receive a daily hot meal, attend work.

Factor #4: The resources available to the recipient and costs.

Greene County Transportation provides passengers with their transportation needs at no cost to the passenger. The county also has a Library, Health Dept, Dental Clinic, Senior Center, Literacy Center.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (LAP) was not required. However, reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into **any languages that meet the safe harbor threshold in Factor 1.**
- Vital documents—such as brochures with service times and routes—are translated into Spanish across the entire service area, and available in our facilities, doctor's offices and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Language line translation services provided through Greene County Department of Social Services.
- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
 - Note: We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be

encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff (including call center staff) will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer and any outside consultant contracted to provide language services. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with an iSpeak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

Greene County Transportation is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

Race/Ethnicity: ☒ White ☒ Black/African American ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Hispanic/Latino ☐ Other (please specify): _____	National Origin: (if born outside the U.S.) ☐ Mexican ☐ Central American: _____ ☐ South American: _____ ☐ Puerto Rican ☐ Chinese ☐ Vietnamese ☐ Korean ☐ Other (please specify): _____
Gender: ☒ Male ☒ Female	Age: ☐ Less than 18 ☐ 45-64 ☐ 18-29 ☐ 65 and older ☐ 30-44
Disability: ☒ Yes ☐ No	
I choose not to provide any of the information requested above: ☐	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Greene County Transportation; 252-747-8474; kim.howell@greencountync.gov; 312 SE 2nd St, Snow Hill, NC 28580

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects "*I choose not to provide any of the information requested above,*" this will be accepted as a **completed** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Kim Howell	GC Transportation	All Population	Y

Joy Brock	GC Public Health	All Population	Y
Amanda Smith	GC Dept of Social Services	Elderly/Disabled/Minority/LEO/Low Income	Y
Dianne Andrews	GC Interfaith	Elderly/Disabled/LEP/Low Income	Y
Sharon Harrison	CG Council Aging	Elderly/Disabled/LEP/Low Income	Y
Bennie Heath	GC Board of Commissioners	All Population	Y

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document URTS outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
The Month of Jan 2023	N/A	Distribute Calendars	Passengers, their family members, the public	Distributed 2023 Calendars with Greene County Transportation Information on them
Oct 30, 2023	10 am	Trunk or Treat (Greene County Pre-K Center)	Parents of the kids as well as others that participated in Trunk or Treat	Candy, coloring sheets, stickers with Transportation contact information
Dec 2, 2023	2:00 pm	Snow Hill Christmas Parade	Public	Decorated one of the vans, staff dressed up, and we handed out candy and some Greene County Transportation bags with our contact information

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population	30	70	100					
Transportation Advisory Board	30	70	100					

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

Appendix A

Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity)

Appendix B

Organizational Chart

Greene County Transportation

Greene County Board of Commissioners

Greene County Manager, Kyle DeHaven

Transportation Director/Title VI Coordinator, Kimberly Howell

Scheduler/Dispatcher/Back up to Director, Rose McLaughlin

Administrative Assistant, Tanya Tripp

Administrative Assistant/Part Time Driver, Jackie Brown

Lead Driver, C. Marshall Suggs

Part Time Drivers: Johnny Hobbs, Bobby Williams, Bobby Nimmo, Geraldine Williams, Margie Davis, Beverly Spann, Mike Lovett, Benny Coats, Steve Mercer, Mona Warren, Larry Gibbs

Appendix C

NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements) <i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i> Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	☒
2. Title VI Policy Statement (<i>signed</i>)	☐
3. Title VI Notice to the Public, including a list of locations where the notice is posted	☐
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:	☐
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	☐
6. Title VI Complaint Form	☐
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	☐
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	☐
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	☐
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	☐
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	☐
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	☐
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients ☐	☐
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed ☐	☐
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities	☐

Factor 1 Table attached to email

United States Census Bureau

51602

Advanced Search

2 Filters

51602

Greene County, North Carolina

Clear Search & Filter

Geography

Nation

State

County

County Subdivision

Place

ZIP Code Tabulation Area

Metropolitan/Micropolitan Statistical Area

Census Tract

Block

Block Group

All Geographies

Topics

51602

Tables

Maps

Profiles

Pages

1 Result

View: 10 | 25 | 50

Download Table Data

51602 | LIMITED ENGLISH SPEAKING HOUSEHOLDS

American Community Survey

2022 ACS 5-Year Estimates Subject Tables

Greene County, North Carolina

Label	Total	Estimate	Margin of Error	Percent
All households		7218	+272	
Households speaking --				
Spanish		802	+137	
Other Indo-European languages		99	+50	
Asian and Pacific Island languages		30	+14	
Other languages		0	+25	

Columns: Data, Notes

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

Fl

From: Kyle J. DeHaven, County Manager

Re: Appointment, ABC Board

Date: February 5, 2024

A reappointment is needed on the ABC Board. Mr. Dana Hill has filled out an application and currently serves on the Board. This Position was posted in the newspaper and on the website as previously instructed.

Action Recommended:

Motion to appoint Dana Hill to the ABC Board

Board Action is Needed



Application for Appointment to Greene County Advisory Boards and Commissions

1 Application for Appointment to:

Board /
Committee

ABC Board

2

About You

Dana Hill

(252) 470-0845

Name (above)

Phone Number (above)

1011 Indianhead Circle, Snow Hill

Address (above)

danahill725@gmail.com

VP- Utility Management

Email Address (above)

Occupation (above)

If necessary, please use the back of this form to answer the following questions:

Currently serving first term - ABC Board

Current volunteer activities/other Board & Commissions (above)

Continued expansion and improvement

Why are you interested in serving on this Board? (above)

3

Policy

- All Boards/Committees shall have an appropriate membership regarding race, gender, and geographical location, when applicable and possible.
- Boards/Committees Vacancies shall be advertised in the local newspaper, on the County Website, on County Social Media, and at Commissioner's meetings at least one month before appointments are needed
- Citizens interested in serving on a board/committee shall complete an application available from the Clerk to the Board or online at GreeneCountync.gov before being considered for nomination.
- The Board of Commissioners will be provided, by the Chairperson of the board/committee, an annual list of Board/Committee members whose terms are set to expire that calendar year. The Board shall make every effort to make appointments during the month for which they are due. In the event of an expired term, members shall continue to serve until a new member is appointed. The Board of Commissioners shall make appointments to fill unexpired terms, created by resignation, removal, or other causes, as expeditiously as possible.
- The Greene County Board of Commissioners shall make all appointments, by giving due consideration to the needs of Greene County, and in conjunction with available applications for appointment. Requested reappointments to the board/committee will be given preference as requested by the board to which the reappointment is being made.
- New board appointees shall be oriented by the Agency Director or Chairperson of the Committee. Appointee shall follow the rules and procedures of their respective Regional and State Board/Committee to such extent as their bylaws superseded the County's policy. Failure to meet the qualifications as deemed appropriate by the respective board/committee may result in the removal of the board.
- The Greene County Board of Commissioners requests that each Board/Committee to which they make appointments adopt a 75% per year attendance policy applies to all appointees and enforce such policy through written notification to the Board of Commissioners. When the Board of Commissioners has been notified, that appointees failed to maintain the required 75%-year attendance, the appointee will be replaced. The appointee will be notified by letter from the Chairperson, with a copy of the Board Appointment Policy attached, that they have been replaced due to their failure to attend the required percentage of meetings.
- The Greene County Board of Commissioners requests that all Boards/Committees to which they make appointments communicate and provide written minutes if requested by the Board.
- In order to allow more individuals an opportunity to serve on Greene County Boards/Committees, the County Commissioners establish a limit of time an individual can serve, unless specified by a State or Regional Board or requested reappointments. The term limit shall be three full terms with 3 years per term. Filling an unexpired term or probationary term does not count toward the term limits.

4

Signature

X

Signature (above)

12/15/2023

Date (above)

Board of Commissioners

Bennie Heath, Chairman
James T. Shackelford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

F2

From: Kyle J. DeHaven, County Manager

Re: Participating Provider Agreement; Zelis Network Solutions, LLC

Date: February 5, 2024

A billing Participation Provider Agreement has been received from Zelis Network Solutions, LLC from our 3rd party billing company, Colleton. This agreement allows us to bill Zeilis Network Solutions for transports of patients who use them as an insurance provider.

Action Recommended:

Motion to approve the participation Provider Agreement with Zelis Network Solutions, LLC

Board Action is Needed



PARTICIPATING PROVIDER ANCILLARY AGREEMENT

THIS PARTICIPATING PROVIDER ANCILLARY AGREEMENT (the "Agreement"), effective as of _____, 2024 (the "Effective Date"), is made and entered into by and among Zelis Network Solutions, LLC on behalf of itself, subsidiaries, and Affiliated Networks, as defined below, with principal offices located at Two Concourse Parkway, Suite 300, Atlanta, GA 30328, (hereinafter referred to as "Network") and "Network Provider" as defined below:

Network Provider			
Full Legal Name:			
Principal Business Address:		Email:	
City, State and Zip Code:		Tax ID No.:	
Phone No.:		NPI No.:	
Fax No.:		State License No:	Exp.
Contact:			
Manager E-Mail:		Office No.:	

WHEREAS, Network develops and maintains a network of health care providers by entering into agreements with acute and ancillary health care providers, physicians and other health care professionals who have agreed to provide health care services to Participants covered by health services benefits programs or other types of programs, including workers' compensation programs as permitted by law, which are administered by Network's Customers in exchange for reimbursement at agreed upon rates; and

WHEREAS, Network also enters into agreements with various Customers as more particularly defined herein, pursuant to such agreements or other arrangements Customers gain access to Network Providers through Network; and

WHEREAS, Network Provider is duly licensed, certified, accredited or otherwise duly authorized to provide services in the state(s) in which Network Provider license is valid and in good standing and desires to provide or arrange to provide for Covered Services to Participants in a cost-effective manner consistent with quality medical care and in accordance with the terms of this Agreement and applicable law; and to participate in the Network Products offered to Network Provider by Network upon the terms set forth in this Agreement and any Exhibit(s) attached hereto;

WHEREAS, Network seeks to establish a contractual relationship with Network Provider and Network Provider seeks to create and enter into a contractual relationship with Network in accordance with the terms of this Agreement because Network Provider wishes (a) to offer its services to Participants and in so doing maximize its opportunity to retain current patient volumes and maintain current market share, and (b) to grant Network's Customers access to reimbursement schedules that would otherwise be available to other payors, thereby enhancing competition among payors; and

WHEREAS, (State of Illinois), this Agreement conforms to the requirements of Section 8.1a of the Illinois Worker Compensation Act [820 ILCS 305/8.1a];

NOW, THEREFORE, for and in consideration of the foregoing, in exchange for the mutual promises herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

A. DEFINITIONS

1. **Affiliated Networks** means any network that is owned by Network or under common ownership with Network, including but not limited to the Affiliated Networks listed on Exhibit D attached hereto.

2. **Benefit Program** means a contract, policy, document, plan, or any other arrangement under which a Customer is

obligated to provide benefits for Covered Services on behalf of Participants.

3. **Clean Claim** means (a) a properly completed paper billing form (whether a UB-04, CMS 1500, or other applicable form, and as such forms may be amended from time to time) for Covered Services provided to a Participant, or (b) an electronic transaction providing such information that complies with all applicable laws and regulations governing such transactions. Clean Claims shall not include those claims which require

coordination of benefits, involve third party liability issues, claims that are being reviewed for medical necessity, or where additional information is required by a party.

4. **Coordination of Benefits** means the determination of which two or more Benefit Programs will pay health benefits for a Participant as a primary payor and which will pay as a secondary payor and/or as a tertiary payor.

5. **Covered Services** means health care services and supplies provided to a Participant who is eligible for reimbursement under the terms of the applicable Benefit Program or are payable by an individual.

6. **Customer(s)** means Network's clients, together with each of their respective affiliates, successors and assigns, who seek access to Network Providers through Network. Customers may include Network's owners, subsidiaries, affiliates, payors, employers, employer groups, third party administrators, Taft Hartley Funds, insurance companies including those authorized to obtain health care services for work-related injuries and automobile accidents, limited liability plans, individuals, health savings accounts and those who may be directly or indirectly engaged by such Customers to obtain access to Network. Network shall maintain a list of its Customers, a copy of which shall be available to Network Provider upon reasonable request or shall be accessible to Network Provider on Network's password protected and secured website.

7. **Network Products** means the particular combination of Covered Services, provider network, and medical delivery system marketed under a specific product name including the specific network programs established pursuant to the Addenda hereto under which a Participant is eligible to receive Covered Services through a Benefit Program.

8. **Participant** means an individual (a) who is entitled to benefits and who, on the date health care services are rendered, has satisfied the eligibility requirements under a Benefit Program, or (b) who receives health care services or is one that is responsible for payment for such health care services.

9. **Quality Assurance/Utilization Management** means the processes and rules established and used by a Customer or its designee, consistent with accepted standards and practices in the industry, to evaluate the quality, quantity, appropriateness and timeliness of health care services furnished to Participants, and to identify and resolve disputes regarding provision of health care services.

B. RIGHTS AND OBLIGATIONS OF NETWORK

1. **Limitations** Network does not determine benefits, eligibility or availability for Customers' Participants and does not exercise any discretion or control as to Customers' Benefit Program assets or with respect to policy, payment, interpretation, practices, or procedures. Customers are solely responsible for the design and implementation of all utilization review programs including all questions and decisions regarding eligibility, coverage, medical necessity, length of stay, referral approvals, and the like. Network is not a payor, administrator, insurer, underwriter, or guarantor of payment for or of Customers'

Benefit Programs, and Network is not liable for any payment of services under this Agreement. Network Provider shall look solely to Customer as the party responsible for any payment hereunder and shall not seek reimbursement or any other recourse from Network for any such payment. Nothing in this Agreement shall be construed as interfering with the freedom of choice of eligible Participants.

2. **Provider Directory** Network shall maintain a provider directory for the purpose of advising Customers and Participants of Network Providers participating in the Network, which provider directory shall be accessible through Network's website. Network shall exercise best efforts to include Network Provider in such provider directory. Network Provider agrees that Network and/or Customers may use Network Provider's name, practice name, trade names, trademarks, service marks, symbols, addresses, telephone numbers, types of services provided by Network Provider and any other identifying information not only in such provider directory, but also in any other print or electronic media.

3. **Audit** Upon giving at least forty-eight (48) hours advance notice, Network or a Customer shall have the right to conduct a site review and to review and copy Network Provider's records for purposes reasonably related to this Agreement including, but not limited to, Quality Assurance/Management. Such review shall not unreasonably interfere with Network Provider's business and shall be conducted during normal business hours by authorized individuals who have signed a confidentiality agreement. Each party shall bear its own costs of such review. Reports of such reviews shall be kept as internal documents and shall not be revealed to any outside source except (a) as may be required by law or (b) to Network or a Customer. To the extent applicable, all such reviews shall be conducted at the direction of medical review committees and/or peer review committees and shall therefore be subject to all applicable protections and immunities afforded under any applicable state and/or federal laws, rules or regulations.

C. RIGHTS AND OBLIGATIONS OF NETWORK PROVIDER

1. **Provision of Services** Network Provider shall be solely responsible for the provision of services, advice and treatment rendered, or ordered by Network Provider, its employees and/or agents, with respect to Participants. Such services shall be provided to Participants for all Customers in accordance with community standards, in the manner in which Network Provider renders services to other patients, and without discrimination based on sources of payment for services, gender, race, ethnicity, color, religion, marital status, sexual orientation, age, ancestry, national origin, mental or physical disability, or health status. Nothing contained in this Agreement shall interfere with nor in any way alter or affect (a) any physician, professional or hospital-patient relationship nor shall limit the level of care or performance of services by Network Provider nor (b) the obligation of Network Provider to exercise independent medical judgment in rendering healthcare services to Participants.

2. Licensure and Certification

a. At all times during the Term of this Agreement, Network Provider shall remain in compliance with Network's Minimum Credentialing Standards as set forth in Exhibit A,

which is attached hereto and incorporated herein by reference. Network Provider shall respond timely to all requests for application and documentation as set forth therein.

b. Network Provider shall comply with all laws relating to furnishing health care services to Participants; shall maintain in effect and in good standing all licenses and governmental approvals necessary for that purpose; and shall maintain compliance with all applicable credentialing criteria and requirements.

c. Network Provider shall maintain certification by the Center for Medicare and Medicaid Services (CMS), as well as accreditation by an appropriate recognized accrediting organization as applicable or as required by law. Copies of Network Provider's current certificates of accreditation shall be provided as requested in Exhibit A.

d. Network Provider shall notify Network in writing within thirty (30) days of any change in compliance with any of these requirements, or of any pending investigation, action, or sanction against it, any agent and/or any employee, which may materially affect Network Provider's ability to perform any obligation under this Agreement, or which would otherwise bear on a requirement of this Agreement.

e. Network Providers agree (i) to maintain medical histories, and financial, administrative, and other records relating to the Covered Services provided to Participants under this Agreement, in accordance with accepted professional standards; (ii) to promptly provide Network and Payors or such other authorized entity or agency with copies of Participants medical records upon request and (iii) not charge Participants for costs associated with medical record transmission or duplication for bill adjudication.

f. Network Provider shall notify Network within five (5) business days if either (i) Network Provider is not accepting new patients or (ii) Network Provider has previously not accepted new patients but is currently accepting new patients.

3. **Quality Assurance & Utilization Management** Network Provider shall participate in and cooperate fully with all reasonable Quality Assurance /Management programs administered by Customers or their designees.

4. **Liability Insurance** Network Provider warrants to Network that it has, and shall maintain professional and comprehensive general liability insurance covering Network Provider against claims arising out of the services to be performed hereunder each in the minimum amounts required by law or, in the absence of statutory requirements, no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Proof of such coverage shall be made available to Network upon request. Network Provider shall notify Network in writing within thirty (30) days of cancellation, non-renewal, and/or any material change in such coverage. If the form of insurance described above is "claims made," appropriate tail coverage shall be purchased to insure against claims made after the expiration of such insurance relating to acts or omissions occurring during the term of this Agreement.

5. **Provider Demographics** Upon execution of this agreement and no less than annually thereafter, Network Provider agrees to provide Network a listing of all applicable facilities, locations, services and providers practicing under this contract with the content and format in compliance with Exhibit B. Network Provider agrees to notify Network within ten (10) business days of any changes to Exhibit B. Should any information supplied by Network Provider become materially inaccurate, Network Provider shall work with Network to immediately correct. It is understood by both parties that any changes in demographic information such as Tax Identification Number, practicing address, billing address or addition or deletion of providers does not alleviate Network Provider from their obligations under this Agreement.

6. **Network Providers' Grievance Procedures** Network Provider shall maintain procedures for resolving grievances and shall cooperate with any grievance procedures or programs sponsored by Network, Customers or their designees. Network Provider shall notify Network promptly upon knowledge of any dispute, complaint, or grievance relating to patient care or other disputes involving Network, its Customers, their designees, or Participants

7. **Suits and Other Actions** Network Provider agrees to give prompt written notice to Network whenever it becomes aware of a legal claim or given written notice of intent to pursue legal action against any party in connection with this Agreement.

D. COMPENSATION

1. **Compensation** The compensation to which Network Provider shall be entitled ("Contract Rate") shall be as set forth in Exhibit C, attached hereto, and incorporated herein by reference.

2. **Billing Customers** Network Provider shall submit claims to address listed on the Participant's identification card or on a properly completed UB-04, CMS 1500 or other acceptable standard billing form that provides the same information. Network Provider may not bill a Customer more than ninety (90) days after discharge or the date services are provided and expect to receive any payment.

3. Payment by Customers

a. Customers must make payment to Network Provider within thirty (30) business days (or less, if required by applicable state law) of Network's receipt of a Clean Claim in order to obtain the benefit of the Contract Rate, except as set forth in paragraph 6 of this Section D below. Upon request, Network Provider shall furnish to Customer and/or Network all information reasonably required to verify the health care services provided and the charges for such services. Customers' payments due under this Agreement shall be reduced by any and all applicable Benefit Program design deductibles, co-payments, and co-insurance amounts.

b. Network Provider acknowledges that (a) Network's arrangements with its Customers for access to the

Contract Rate described in this Agreement may be deemed to be network "rental," "lease," or "sale" arrangements under some state or federal laws, and (b) some state or federal laws require specific disclosure of such arrangements. Accordingly, to the extent that the terms "rent," "lease," or "sale" apply to Network's Customer arrangements as contemplated under this Agreement, Network and Network Provider agree that Network and its affiliates may lease, sell, rent or otherwise grant access to Network Provider's Contract Rate to third parties, including other preferred provider organizations. Each Customer's entitlement to the Contract Rate under this Agreement is subject to such Customer's compliance with the applicable terms of this Agreement.

c. Nothing in this Agreement shall be construed as a waiver by any Customer of its right to review claims for medical necessity or appropriateness in accordance with the terms of its Benefit Program; and, in the event a conflict arises between the terms of this Agreement and the terms of a Benefit Program, the terms of the Benefit Program shall apply.

4. **Billing Participants** A Participant shall be billed only for co-payments, deductibles, co-insurance and non-Covered Services, as appropriate, in accordance with such Participant's Benefit Program(s). Co-insurance shall be calculated based upon Contract Rate. Participants shall not be billed for more than the difference between the Contract Rate and the sum of the amounts paid by the Customer(s) and any other payors. Network Provider shall not balance bill or attempt to collect compensation from Participants in connection with Covered Services, except as shall be permitted by law and by the Customer.

5. **Coordination of Benefits** Network Provider shall cooperate with Customers for purposes of coordinating benefits. When a Customer is the primary payor, Network Provider shall accept from Customer as payment in full for Covered Services the Contract Rate, less the appropriate deductibles, co-payments and co-insurance. When a Customer is the secondary payor, Network Provider shall accept from Customer as payment in full for Covered Services the difference between the Contract Rate, and the sum of the amount paid by the primary payor(s) together with the appropriate deductibles, co-payments and co-insurance amounts.

6. **Disputed Claims**

a. Network Provider shall notify Customer of any erroneous claim sent to a Customer within sixty (60) days of the date the claim was issued. If such claim was paid, then a refund is due the Customer and Participant, as applicable, from Network Provider. If the claim was not paid, no payment is expected by Network Provider from Customer or Participant.

b. Network Provider agrees to refund any overpayments made by Customers under this Agreement within thirty (30) days of discovery and immediately upon receipt of written request by Customer, unless disputed in accordance with section 6(c) below. In the event that Network Provider does not refund the overpayment within the above specified timeframe, Customer shall withhold the requested overpayment amount from the next payment due Network Provider.

c. Only the Network Provider may challenge a payment made by a Customer or Participant in accordance with the Contract Rate during the ninety (90) days following Network Provider's receipt of such payment. Thereafter, the payment shall be deemed final and no further payment will be expected from Customer or Participant.

d. In the event of a dispute between Network Provider and a Customer in relation to this Agreement, Network shall use its best efforts to facilitate resolution of the dispute. Network Provider shall cooperate with Network's efforts by providing access to records and personnel reasonably necessary to support resolution of the dispute.

E. **TERM AND TERMINATION**

1. **Term** This Agreement shall be effective for an initial term of one (1) year from the Effective Date indicated above. Thereafter, this Agreement shall automatically renew for successive one (1) year terms.

2. **Termination**

a. After expiration of the initial term, either party may terminate this Agreement without cause by giving the other party at least ninety (90) days' prior written notice. Termination shall be effective on the first day of the month following the notice period.

b. Either party may terminate this Agreement for cause due to a material breach, including loss of any license or registration required by law or regulation to be maintained by such party in order to operate or fulfill its obligations hereunder, by giving thirty (30) days advance written notice. The notice of termination for cause will not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within the thirty (30) day notice period.

c. Network shall have the right to terminate this Agreement immediately if it determines, in its reasonable discretion and based upon any official agency action, that the health or welfare of Participants is jeopardized by the continuation of the Agreement. Under such circumstances, Network shall provide written notice to Network Provider specifying the basis for termination. The above shall also apply for a pattern of miscoding, cost shifting, redundant inaccurate billing and other billing misconduct by Network Provider.

d. Either party may terminate this Agreement immediately in the event the other party becomes insolvent, is adjudicated as bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or comes under the control of a trustee in bankruptcy.

e. If this Agreement is terminated for any reason and if Network Provider is then providing services to Participants, then Network Provider shall continue to provide such services to those Participants as shall be required by applicable laws and at least until the completion of any episodes of care that may be underway on or as of such date of termination and Network Provider shall accept the then current Contract Rate as payment in full for such services.

3. **Effect of Termination** All obligations incurred prior to the date of termination shall survive termination.

F. MISCELLANEOUS

1. **Independent Contractors** Each party, including its officers, directors, employees and agents, acts as an independent contractor. Neither party has express or implied authority to assume or create any obligation on behalf of the other. Each party solely is responsible for its own acts or omissions to act (as well as those of its officers, directors, employees and agents) arising out of or in connection with obligations created under this Agreement, including Network Provider's rendering professional advice and/or treatment. This Agreement is not meant to preclude Network from entering into substantially similar arrangements with other health care providers.

2. **Indemnification** Each Party agrees to indemnify, defend and hold harmless the other party to the extent that party is assessed or incurs any Costs or Liabilities associated with any legal action brought against it by a third party, whether in settlement of any cause of action or threatened cause of action, which settlement either party approves which shall not be unreasonably withheld, or as a result of an order or judgment of a court of competent jurisdiction governing a cause of action, to the extent that such Costs or Liabilities do not result or arise from any negligent act or omission, intentional misconduct or material breach of this Agreement by the indemnifying Party, but arise from the other Party's, intentional misconduct, or material breach of this Agreement. Material breach is defined as the failure of either party to this Agreement to meet any material covenant, agreement, or obligation provided for in this Agreement.

3. **HIPAA, Confidentiality, Non-Disclosure, Non-Solicitation, Remedies**

a. The parties shall comply with all applicable laws and regulations regarding maintenance and disclosure of Participants' medical records and other individually identifiable health information. In particular, all parties shall be in compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, the applicable provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH" Act), as amended from time to time, and all applicable rules and regulations promulgated thereunder. Information concerning each may be found at the following U.S. Department of Health & Human Services websites.

b. Network Provider shall not disclose the Contract Rate and/or the compensation payable to Network Provider hereunder except as may be required in order to comply with this Agreement or to the extent required by applicable law. Network Provider understands and agrees that Network has the right to transfer, assign, disclose or otherwise allow the use of and/or access to the Contract Rate and/or the compensation payable to Network Provider hereunder to its Customers.

c. Network Provider shall keep strictly confidential any and all confidential information that may be given or disclosed to Network Provider by Network, or that may be learned directly or indirectly by Network Provider, including specifically, but without limitation, the names of Network's Customers, both individually and in the aggregate, and any list of Network's Customers, whether such list is accessed through the Network's password protected secured website, or a copy of which list is provided to Network Provider, or which list is otherwise obtained or created by Network Provider. In addition, Network Provider shall neither use such confidential information for its own benefit (other than internally in order to implement this Agreement) nor disclose such confidential information in any form or media to any other person, partnership, joint venture, corporation, network, firm or other entity (except as necessary in order to implement this Agreement) without the express prior written consent of Network. Network Provider understands and agrees that the disclosure or discovery of any confidential information does not confer upon Network Provider any license, interest or right of any kind or nature in or to the confidential information. The covenants and obligations under this paragraph shall remain in effect for a period of three (3) years from the date on which the confidential information is disclosed or discovered by Network Provider.

d. During the term of this Agreement and for a period of one (1) year from the expiration or termination of this Agreement for any reason, Network Provider agrees not to directly or indirectly, and neither through its directors, officers, employees, agents, representatives, independent contractors, brokers, advisors or otherwise: (a) solicit any Customer introduced to Network Provider by Network and with which Network Provider does not have a direct contractual relationship as of the Effective Date of this Agreement to use any other network or entity, or to form a direct relationship with any other network or entity, beside Network; and (b) divert or attempt to divert any of Network's Customers to other networks, entities or contractual relationships for the benefit of Network Provider or otherwise usurp Network's business opportunities.

e. Network Provider understands that Network will suffer irreparable harm in the event Network Provider fails to comply in any way with its obligations set forth in this Section F.3, and that monetary damages may be inadequate to compensate Network for any such breach. Accordingly, Network Provider agrees that Network shall have, in addition to any and all remedies available to it at law or at equity, and notwithstanding anything else to the contrary contained in this Agreement, the rights and entitlement to injunctive relief or other equitable relief to enforce the terms and covenants of this Section F.3.

4. **Notices** Any notice required to be given pursuant to this Agreement shall be in writing and delivered by hand, by certified mail/return receipt requested, or by overnight delivery, to the signatories, or their successors if any, at the addresses set forth above.

5. **Severability and Waiver** The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder

shall not operate as a waiver of such right. The finding by a court of competent jurisdiction that any provision herein is void shall not void any other valid provision of this Agreement and the remaining valid provision(s) shall remain in full force and effect unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.

6. **Force Majeure** Neither party shall be liable for its failure to perform any of its obligations under this Agreement when performance is delayed or prevented by natural disaster, fire, war, terrorism, riots, strikes, governmental acts such as embargo, interruption in telephonic services, or any other cause which, by proper prudence, could not have been avoided.

7. **Entirety and Modification** This Agreement, together with Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and as of the Effective Date, shall supersede any previous agreements or understandings, written or oral, between the parties. All modifications of the Agreement shall be in writing and signed by both parties. Provided however, that any language in this Agreement to the contrary notwithstanding, if there is an Exception Addendum, duly executed by all required authorities of Network, appended to this Agreement, to the extent that the terms and /or conditions of said Exception Addendum vary from the terms and/or conditions of this Agreement, then the terms and/or conditions of the Exception Addendum shall prevail. Network Provider will receive a ninety (90) days' notice before the effective date of any material change. A material change is a change that may reasonably be expected to significantly increase Network Provider's administrative expenses. If Network Provider objects in writing to the material change within fifteen (15) days and there is no resolution of the objection, either party may terminate the contract upon written notice of termination provided to the other party not later than sixty (60) days before the effective date of the material change. Network Provider will receive at least fifteen (15) days prior notice to the effective date of the change of a non-material changes.

8. **Governing Law/Jurisdiction** This Agreement shall be interpreted and governed by the laws of the state of the party defending any action under this Agreement, without regard to any contrary choice or conflicts of law principles, and without regards to any construction in favor of either party by reason of the drafting and/or negotiation of this Agreement. The Parties agree that any enforcement action or proceeding arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction located in Atlanta, Georgia.

9. **Dispute Resolution** Network and Network Provider agree to meet and confer in good faith to resolve any disputes arising under this Agreement through informal discussions between the parties. If the parties are unable to resolve the dispute through such discussions within thirty (30) business days of the commencement of such negotiations, then either party may submit the dispute to arbitration in accordance with the rules of an appropriate arbitration program in Atlanta, Georgia, to the extent such rules are not inconsistent with this Agreement. All disputes arising out of or relating to this Agreement shall be determined by binding, non-appealable

arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen by the parties, or, if the parties cannot agree upon a single arbitrator within thirty (30) days of a party giving notice to the other of a proposed choice for an arbitrator, then by a single arbitrator appointed by the Atlanta, Georgia AAA office, who shall be appointed immediately upon the failure of the parties to so agree. All arbitration matters shall be conducted and administered by the Atlanta, Georgia AAA office. The cost of any arbitration shall be borne equally by the Parties and each shall bear their respective attorney's and related fees, unless otherwise ordered by the arbitrator.

10. **Survival** In the event this Agreement is terminated for any reason, (a) all rights and obligations which by their terms survive termination and (b) any other provisions of this Agreement which must survive to give effect to their terms and (c) those rights and obligations which shall have accrued as a result of the operation of this Agreement, shall survive termination hereof.

11. **Medicare Requirements** If it is ultimately determined that this Agreement is a subcontract for services, the value of which is ten thousand dollars (\$10,000) or more during a twelve (12) month period within the meaning of Section 952 of the Omnibus Reconciliation Act of 1980 (Pub. L. 96-499), and 42 C.F.R. Part 420, then, until the expiration of four (4) years after the furnishing of services, the parties shall make available, upon written request, to the Secretary of Health and Human Services or to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and the books, documents and records of the parties that are necessary to evaluate the nature and extent of such costs.

12. **Compliance with Laws** The parties shall comply with all applicable laws, rules and regulations, including the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; the Stark Law (42 U.S.C. Section 1395nn); and state and federal laws protecting the privacy and security of health care information. No part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services, nor are the payments intended to induce illegal referrals of business. No payments will be made under this Agreement which would be prohibited under state or federal law.

13. State-specific Provisions and Contract Modifications for Prospective Legal Events

State-specific provisions for your state, found in the exhibits at <http://www.zelis.com/providers/network-solutions/>, are an integral part of this Agreement and are deemed incorporated by reference herein. If, at any time during the term of this Agreement, any applicable legislative, judicial or regulatory change or determination, whether federal or state, require or mandate modification of the terms and conditions of this Agreement, this Agreement shall be deemed to be automatically amended to conform to such requirements regardless of whether or not the term, condition or provision is expressly stated in this Agreement. Where the statutory requirement specifically conflicts with a current obligation, the statutory requirement shall take

precedence and replace the existing obligation as to the statutory requirement only, and shall not void any other valid provision of this Agreement.

In the event of any legislative, judicial or regulatory change or determination, whether federal or state, which has or would have a significant adverse impact on either party hereto in connection with the performance of this Agreement, the affected party shall have the right to require that the other party renegotiate the terms of this Agreement, such renegotiated terms to become effective no later than thirty (30) days after receipt of written notice of such request for negotiation. If the parties fail to reach an agreement satisfactory to both parties within thirty (30) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon thirty (30) days prior written notice to the other party or sooner if required by law.

14. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument with the same effect as if the signatures to each counterpart were upon the same instrument. A facsimile or electronic copy of the signature page will be deemed to be as effective as an original signature.

15. **Construction; Headings; Time** This Agreement has been the subject of negotiations and discussions between the parties so that any rule of construing ambiguities against the drafter shall have no force and effect. The headings of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Time is of the essence of this Agreement.

IN WITNESS HEREOF, duly authorized representatives of the parties have executed this Agreement as of the Effective Date first above written.

NETWORK PROVIDER
(Sign Here)

By: _____

Print Name: _____

Title: _____

Date: _____

16. **Binding Nature** The terms of this Agreement shall inure to the benefit of, and be binding upon, the respective permitted successors, assigns, affiliates, heirs, executors and personal representatives of the parties.

17. **Authority** Each party represents and warrants to the other that it has all the necessary right, power and authority to sign, bind, enter into and perform this Agreement for itself and for any other person or entity on whose behalf it has signed and entered into this Agreement.

18. **No Referral Requirement** Nothing in this Agreement shall be deemed to be an agreement requiring physicians or any Network Provider to refer any Participant to any other Network Provider.

19. **Assignment/Delegation/Change of Control** Except as otherwise permitted herein, neither party shall have the right to assign, delegate, or otherwise transfer ("Transfer") any or all of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. The foregoing notwithstanding, either party shall have the unrestricted right to Transfer any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor-in-interest to such party's business. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective affiliates, successors, and assigns.

ZELIS NETWORK SOLUTIONS, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Zelis NETWORK PROVIDER AGREEMENT CERTIFICATE(S) OF ACCREDITATION

REQUIRED MINIMUM CREDENTIALS:

• Facilities

- Proof of current Medicare participation or, as permitted by Network in its discretion, Medicaid participation or other applicable certification(s) for specialties not affiliated with Medicare. May not be listed on CMS or GSA debarment lists;
- Proof of current state licensure;
- Proof of current Certification of Insurance, General and Professional Liability required;
- Minimum coverage: \$1M per occurrence / \$3M in the aggregate, or as required by state law; and
- Disclosure of loss of license or other disciplinary actions, convictions, sanctions, terminations or contractual assignments of health care service obligations; and upon receipt of such disclosure, a determination by Network in its discretion that any such incidents are not disqualifying.

• Practitioners

- Proof of current Medicare participation or, as permitted by Network in its discretion, Medicaid participation or other applicable certification(s) for specialties not affiliated with Medicare. May not be listed on CMS or GSA debarment lists;
- Proof of current state licensure;
- Proof of current Certification of Insurance in amounts pursuant to applicable state law;
- Minimum coverage: \$1M per occurrence / \$3M in the aggregate, or as required by state law;
- Proof of active DEA number, as appropriate; and
- Disclosure of loss of license or other disciplinary actions, convictions, sanctions, terminations or contractual assignments of health care service obligations; and upon receipt of such disclosure, a determination by Network in its discretion that any such incidents are not disqualifying.

EXHIBIT B

**Zelis
NETWORK PROVIDER DEMOGRAPHICS**

[Form will be provided by Network upon execution of this Agreement to be completed by Network Provider]

EXHIBIT C
Zelis
COMPENSATION AND PRODUCT ELECTION

Network Provider shall participate in the following products offered by Network:

Network Type:	Plan Description	Contract Rate:
Group Health	A network comprised of health care providers who provide medical services to participants under the provision of their group health benefits.	Refer to table below.
Workers' Compensation	A network comprised of health care providers who provide medical services to injured employees under the provision of their employer's workers' compensation benefits	The lesser of 70% of the current state fee schedule; or the UCR amount; or 70% of the Network Provider's billed charges.
Auto	A network comprised of health care providers who provide medical services to individuals injured in vehicular accidents seeking care under the provisions of their automobile or similar policies	The lesser of 70% of the current state fee schedule or 70% of the Network Provider's billed charges.
Other	A network comprised of health care providers who provide medical services to Medicare, Medicaid, or Tricare beneficiaries	The lesser of 90% of the Medicare rate or 70% of the Network Provider's billed charges.

Contract Rate for Group Health Network		
Ambulance Services		
Ambulance Service Level	HCPCs	Rate
Ground Transport		(Includes initial pick up and transport; refer to mileage payment below)
BLS nonemergency	A0428	\$246.70
BLS emergency	A0429	\$394.72
ALS nonemergency	A0426	\$296.04
ALS emergency (level 1)	A0427	\$468.73
ALS nonemergency (level 2)	A0433	\$678.43
Specialty Care Transport	A0434	\$801.78
Paramedic ALS intercept	A0432	\$431.73
		Rate
Air Transports	HCPCs	(Includes initial pick up and transport; refer to mileage payment below)
Fixed Wing	A0430	\$3,119.83
Rotary Wing	A0431	\$3,627.29
		Mileage Payment
Mileage	HCPCs	
Ground	A0425	\$8.71 per mile
Air – Fixed Wing	A0435	\$8.85 per mile
Air – Rotary Wing	A0436	\$23.62 per mile
<i>Multiple Patients - Modifier GM: The allowable amount per Participant for a single ambulance transport when more than one patient is transported simultaneously is based on the total number of patients on board. If two patients are transported simultaneously, then the payment rate for the Participant (or for each of them if both are Participants) is equal to 75% of the service payment rate applicable for the level of care furnished to the Participant, plus 50% of the applicable mileage payment rate. If three or more patients are transported simultaneously, then the payment rate for the Participant (or each of them) is equal to 60% of the service payment rate applicable for the level of care furnished to the Participant, plus the applicable mileage payment rate divided by the number of patients on board.</i>		

EXHIBIT D
AFFILIATED NETWORKS

- 4Most
- 4Comp
- Arkansas Managed Care Organization (AMCO)
- Coalition America
- GlobalCare
- HFN
- National Preferred Provider Network (NPPN)/Plan Vista
- Ohio Preferred Provider Network
- PHX
- PlanCare America
- PPOplus
- Qualident
- Stratose

SUMMARY DISCLOSURE FORM

THIS FORM CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY.

The purpose of this Summary Disclosure Form is to summarize the provisions of the Participating Provider Agreement (the "Agreement") between the person or entity named in Page 1 of this document (the "Network Provider") and Zelis Network Solutions, LLC on behalf of itself and its subsidiaries and affiliates, including any and all entities under common ownership or control (collectively, the "Network").

The terms and conditions of the Agreement set forth the contractual rights of the parties. The information provided in this Summary Disclosure Form is a guide to the Agreement. Reading this Summary Disclosure Form is not a substitute for reading the entire Agreement. When the Network Provider signs the Agreement, it will be bound by its terms and conditions. The terms and conditions of the Agreement may be amended over time by the mutual agreement of the parties, or as otherwise provided in the Agreement. The Network Provider is encouraged to read carefully any proposed amendments sent to the Network Provider after execution of the Agreement. Nothing in this Summary Disclosure Form creates any additional rights or causes of action in favor of any party.

1. Compensation. As stated in Exhibit C of the Agreement, the Network Provider will accept payment for its services on a fee-for-service basis.

2. Product/Network. Under the terms of the Agreement, customers of the Network will have access to the Network Provider's discounts. The Network Provider may obtain a list of such customers by calling 1-866-403-8772.

3. Term. As stated in Section E.1 of the Agreement, the initial term of the Agreement will end one year after date of execution. Thereafter, the Agreement will automatically renew for successive one-year periods.

4. Termination. As stated in Section E.2 of the Agreement.

(a) After expiration of the initial term, either party may terminate this Agreement without cause by giving the other party at least ninety (90) days' prior written notice. Termination shall be effective on the first day of the month following the notice period.

(b) Either party may terminate this Agreement for cause due to a material breach, including loss of any license or registration required by law or regulation to be maintained by such party in order to operate or fulfill its obligations hereunder, by giving thirty (30) days advance written notice. The notice of termination for cause will not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within the thirty (30) day notice period.

(c) Network shall have the right to terminate this Agreement immediately if it determines, in its reasonable discretion and based upon any official agency action, that the health or welfare of Participants is jeopardized by the continuation of the Agreement. Under such circumstances, Network shall provide written notice to Network Provider specifying the basis for termination. The above shall also apply for a pattern of miscoding, cost shifting, redundant inaccurate billing and other billing misconduct by Network Provider.

(d) Either party may terminate this Agreement immediately in the event the other party becomes insolvent, is adjudicated as bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or comes under the control of a trustee in bankruptcy.

(e) If this Agreement is terminated for any reason and if Network Provider is then providing services to Participants, then Network Provider shall continue to provide such services to those Participants as shall be required by applicable laws and at least until the completion of any episodes of care that may be underway on or as of such date of termination and Network Provider shall accept the then current Contract Rate as payment in full for such services.

5. Processing Payment. The Network Provider may obtain information regarding the entity responsible for processing payments to the Network Provider by calling 1-866-403-8772.

6. Categories of Coverage. The Network develops and maintains a network of health care providers by entering into agreements with acute and ancillary health care providers, physicians and other health care professionals who have agreed to provide health care services to Participants covered by health services benefits programs or other types of programs administered by Network's Customers in exchange for reimbursement at agreed upon rates

7. Resolution of Disputes. The Network Provider may call 1-866-403-8772 in connection with any disputes concerning the interpretation or application of the terms and conditions of the Agreement. Any claim payment disputes will be handled in accordance with Section D.6 of the Agreement. Section F.9 of the Agreement further provides that any disputes between the Network and the Network Provider will be resolved through binding arbitration.

8 The Agreement contains the following attachments:

Exhibit A - Certificate(s) of Accreditation
Exhibit B - Network Provider Demographics
Exhibit C – Compensation and Product Election
Exhibit D – Affiliated Networks

9. More Information. The Network Provider may call 1-866-403-8772 to receive more information regarding items 1-8 of this Summary Disclosure Form.

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

F3

From: Kyle J. DeHaven, County Manager

Re: Appointment; Trillium Health resources Regional Advisory Board

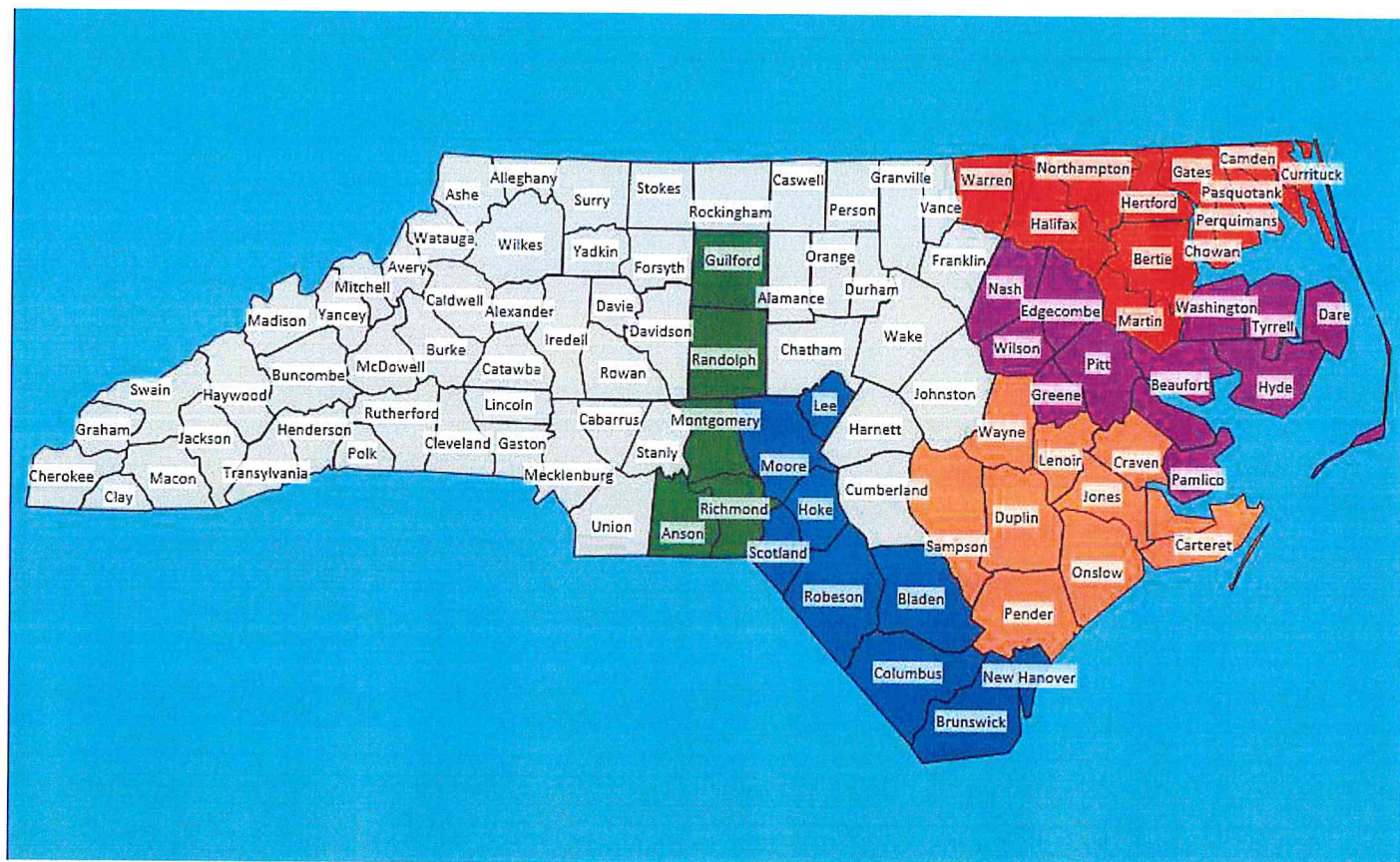
Date: February 5, 2024

A request to appoint two members to the Trillium Regional Advisory Board has been received. One appointee is to be a County Commissioner, the other a County Representative. These appointees will represent Greene County on the North Central Regions Advisory Board. This will maintain the flow of information both ways with the revised Trillium Catchment area.

Action Recommended:

Motion to appoint a County Commissioner and a Community Member to the Trillium Health Resources Regional Adversity Board

Board Action is Needed



Legend	Region	Population
	Mid-state	778,164
	Southern	828,159
	South Central	624,377
	North Central	632,897
	Northern	286,914

§ 122C-118.1. Structure of area board.

(a) An area board shall have no fewer than 11 and no more than 21 voting members. The board of county commissioners, or the boards of county commissioners within the area, shall appoint members consistent with the requirements provided in subsection (b) of this section. The process for appointing members shall ensure participation from each of the constituent counties of a multicounty area authority. If the board or boards fail to comply with the requirements of subsection (b) of this section, the Secretary shall appoint the unrepresented category. The boards of county commissioners within a multicounty area with a catchment population of at least 1,250,000 shall have the option to appoint members of the area board in a manner or with a composition other than as required by this section by each county adopting a resolution to that effect and receiving written approval from the Secretary. A member of the board may be removed with or without cause by the initial appointing authority. The area board may declare vacant the office of an appointed member who does not attend three consecutive scheduled meetings without justifiable excuse. The chair of the area board shall notify the appropriate appointing authority of any vacancy. Vacancies on the board shall be filled by the initial appointing authority before the end of the term of the vacated seat or within 90 days of the vacancy, whichever occurs first, and the appointments shall be for the remainder of the unexpired term.

(b) Within the maximum membership provided in subsection (a) of this section, the membership of the area board shall reside within the catchment area and be composed as follows:

- (1) At least one member who is a current county commissioner.
- (2) The chair of the local Consumer and Family Advisory Committee (CFAC) or the chair's designee.
- (3) At least one family member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals in recovery from addiction.
 - c. Individuals with intellectual or other developmental disabilities.
- (4) At least one openly declared consumer member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals with intellectual or other developmental disabilities.
 - c. Individuals in recovery from addiction.
- (5) An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (6) An individual with health care administration expertise consistent with the scale and nature of the managed care organization.
- (7) An individual with financial expertise consistent with the scale and nature of the managed care organization.
- (8) An individual with insurance expertise consistent with the scale and nature of the managed care organization.
- (9) An individual with social services expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (10) An attorney with health care expertise.
- (11) A member who represents the general public and who is not employed by or affiliated with the Department of Health and Human Services, as appointed by the Secretary.

- (12) The President of the LME/MCO Provider Council or the President's designee to serve as a nonvoting member who shall participate only in Board activities that are open to the public.
- (13) An administrator of a hospital providing mental health, developmental disabilities, and substance abuse emergency services to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

Except as provided in subdivisions (12) and (13) of this subsection, an individual that contracts with a local management entity (LME) for the delivery of mental health, developmental disabilities, and substance abuse services may not serve on the board of the LME for the period during which the contract for services is in effect. No person registered as a lobbyist under Chapter 120C of the General Statutes shall be appointed to or serve on an area authority board. Of the members described in subdivisions (2) through (4) of this subsection, the boards of county commissioners shall ensure there is at least one member representing the interest of each of the following: (i) individuals with mental illness, (ii) individuals with intellectual or other developmental disabilities, and (iii) individuals in recovery from addiction.

(c) The board of county commissioners may elect to appoint a member of the area authority board to fill concurrently no more than two categories of membership if the member has the qualifications or attributes of the two categories of membership.

(d) Any member of an area board who is a county commissioner serves on the board in an ex officio capacity at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the member's service as a county commissioner. Any member of an area board who is a county manager serves on the board at the pleasure of the initial appointing authority, for a term not to exceed the earlier of three years or the duration of the member's employment as a county manager. The terms of members on the area board shall be for three years, except that upon the initial formation of an area board in compliance with subsection (a) of this section, one-third shall be appointed for one year, one-third for two years, and all remaining members for three years. Members shall not be appointed for more than three consecutive terms.

(e) Upon request, the board shall provide information pertaining to the membership of the board that is a public record under Chapter 132 of the General Statutes.

(f) An area authority that adds one or more counties to its existing catchment area under G.S. 122C-115(c1) shall ensure that the expanded catchment area is represented through membership on the area board, with or without adding area board members under this section, as provided in G.S. 122C-118.1(a). (2001-437, s. 1.11(b); 2002-159, s. 40(a); 2006-142, s. 4(e); 2007-504, s. 1.4; 2010-31, s. 10.7; 2012-151, s. 3(a); 2013-85, ss. 6, 7; 2017-6, s. 3; 2018-146, ss. 3.1(a), (b), 6.1.)

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

F4

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: BA; General Government

Date: February 5, 2024

A BA is needed to increase the unemployment insurance account code as our balance with the state has fallen below the required 1% of taxable wages. The manager will be available for questions at this time.

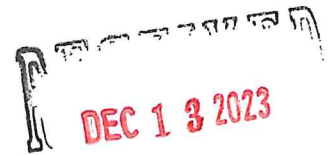
Action Recommended:

Motion to approve the BA as presented

Board Action is Needed

North Carolina Department of Commerce
Division of Employment Security
Post Office Box 26504
Raleigh, North Carolina 27611-6504

Date 12/11/2023



COUNTY OF GREENE
COUNTY OF GREENE
229 KINGOLD BLVD
STE D
SNOW HILL NC 28580-1331

BY:

ACCOUNT NUMBER - 99-40-999

AMOUNT DUE IN 30 DAYS: \$ 19,435.08

REIMBURSEMENT STATEMENT - UNEMPLOYMENT INSURANCE
(EMPLOYERS ELECTING REIMBURSEMENT FINANCING)

In accordance with Section 96-9.6(e) of North Carolina General Statutes, the Division of Employment Security submits the following statement of your account:

1. Balance in account (8-1-2022)	\$ 52,217.57
Less: Benefits charged (7-31-2023)	\$ 8,278.74-
Plus: Credits to account (8-1-2022 thru 7-31-2023)	\$ 3,459.67
2. Balance in account (7-31-2023)	\$ 47,398.50
3. Balance required in account (1% of taxable wages of \$ 6,683,358.19 (7-1-2022 thru 6-30-2023))	\$ 66,833.58
4. <u>AMOUNT DUE FROM EMPLOYER (Item 3 minus Item 2)</u>	\$ 19,435.08
<u>A payment for this amount MUST be submitted to this agency WITHIN 30 DAYS from the date of this notice to avoid the assessment of a 10% late payment penalty and interest at a rate determined by G.S. 105-241.21(a).</u>	

Any benefits charged to your account are shown on the previously mailed List of Charges (Form NCUI 626) giving the name of the claimant and the amount charged to you. You can review these charges by visiting our website at des.nc.gov.

The unemployment insurance benefit charges above include quarterly charges for 3rd quarter 2022, 4th quarter 2022, 1st quarter 2023 and 2nd quarter 2023. These benefit charges do not include any COVID-19-related charges.

YOUR 2024 TAX RATES ARE: QTR 1: 0.00% QTR 2: 0.00% QTR 3: 0.00% QTR 4: 0.00%.

THE TAXABLE WAGE BASE PER EMPLOYEE FOR 2024 WILL BE \$31,400.

To make a payment, go to our website at des.nc.gov click on Employer Services tab and then click on Make a Payment. You will need your account number and PIN number. (If you have misplaced your PIN number, contact the Employer Call Center at (919) 707-1150.) If necessary, you may also pay by check which should be mailed to the address above.

AR NO. 6058814

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

F5

From: Kyle J. DeHaven, County Manager

Re: Change Order #1, Greene County Public Works Building

Date: February 5, 2024

A Change Order has been requested for the Public Works building project. The initial contract price was \$918,000. Buried tomato houses were discovered and had to be remediated. Epoxy flooring in the bay area was also added. After some increases in efficiency and the application of the contingency, a Change Order in the amount of \$22,244.23 is needed. This will take the total cost of the project to \$940,244.23.

Action Recommended:

Motion to approve the Change Order as Requested

Board Action is Needed

Package Number: #4 (Final)
Project: Greene County Public Works Building
2189 Fire Tower Road
Walstonburg NC.

Application Number: #4 (Final)
Pay Period: 1/10/24 thru 1/19/24

To: Kyle DeHaven, Greene County Manager

From: Barco Building Systems, Inc.
597 Peter Grant Road
Snow Hill, NC. 28580

FINAL APPLICATION FOR PAYMENT – CONTRACTOR

Application is made for payment as shown below in connection with the above referenced Package Number. Schedule of values per the agreed Work Breakdown Structure is attached.

ORIGINAL CONTRACT PRICE	\$ 918,000.00
NET CHANGE BY CHANGE ORDERS	\$ 22,244.23
CONTRACT PRICE TO DATE	\$ 940,244.23
TOTAL COMPLETED AND STORED TO DATE	\$ 940,244.23
LESS RETAINAGE	\$ 0
TOTAL LESS RETAINAGE	\$ 940,244.23
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 909,749.10
CURRENT PAYMENT DUE	\$ 30,495.13
BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered in this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Application for Payment were issued and payments received from Construction Manager, and that current payment shown herein is now due.

CONTRACTOR: Barco Building Systems, Inc. of Greene County

Tony Barrow, President

By: [Signature] Date: 1-20-24

State of: North Carolina

County of: Greene

Subscribed and sworn to before me this 20 day of January, 2024

Notary Public:

Amanda L. Beaman

My Commission Expires: 9-26-27





BUILDING SYSTEMS, INC.

597 Peter Grant Road • Snow Hill, NC 28580 • Bus (252) 747-3270 • Fax (252) 747-4593 • Mobile (252) 559-0608

CHANGE ORDER

Greene County Public Works Building Project

1-20-24

Credits:

Asphalt	\$13,643.80
Canopy not used	\$ 700.00
Electric Tap Fees and Electric Bill during Construction	\$ 1100.00
Landscaping	\$ 4841.67

<\$20,285.47>

Adds To Contract:

Unsuitable Soils under Foundation(2) Footings	\$ 1200.00
Unsuitable Soils under Parking and Driveways	\$28,320.00
Plumbing add H/C shower in lieu of residential	\$ 1192.00
Shelving, mats, trash cans,paper products, etc.	\$ 782.00
FRP Board @ Mop Sink in Janitor Closet Room	\$ 492.00
(6) Data Boxes for TV Monitors	\$ 600.00
(6) 120 Volt Rept for Wall monitors	\$ 750.00
(4) Extra Wall Packs on ext. building	\$ 1250.00
Wood Blocking & install customers (6) TV Monitors	
mounts on walls	\$ 300.00
Install Customer Flag pole & Mount	\$ 300.00
Expoxy Flooring in Bay Area with Yellow Striping	\$19,446.50
(1) 120V Dedicated curcuit for security system	\$ 400.00
Install Starlink Antenna & cable	\$ 905.00

Total Adds \$55,937.50

Credits <\$20,285.47>

\$35,652.03

Contingency Fund <\$15,430.00>

Sub-Total Adds Minus all Credits and Contingency \$20,222.03

Barco 10% O & P \$ 2022.20

Total Change Order Add to Project \$ 22,244.23

1/20/2024	Greene County Public Works Spreadsheet Final Pay Application #4	Materials	Labor	Sub	Allowances	Total Project Cost
	General Conditions					
	Sitework					
	Concrete Work, Foundation and Exterior pads					
	PEB (Ascent)					
	Steel Stud Framing, Drywall, Acc,Ceiling tile, R-30 insulation over Accustical					
	Electrical					
	Plumbing					
	Mechanical/HVAC					
	1/2 Glass for 5 interior doors & Windows					
	HM Frames, Doors & Hardware H/C bars toilet paper holders					
	Fencing around septic and LP Tank					
	Wood blocking in walls					
	Anchor Bolts (56)					
	Warranty					
	Handrails, Mirrors, and TP Holders					
	Insulation in office Area (walls)					
	3 Awnings at walk doors					
	Insulation PMB 6" Roof ,4" walls 76' x 75'					
	Floor covering LVP (1843 sq. ft.)					
	(4) Overhead Doors 14' x 14'					
	Millwork and Shelving & trim out , hanging doors and Hdw					
	3 automatic paper towel dispensers					
	Landscaping					
	Add brickwork@ front entrance				\$7,500.00	
	25 Kw Generator set LP Fuel driven					
	Painting & finishing of Doors & Sheetrock					
	Signage interior & exterior					
	Septic System					
	Rounding Error on Pay App # 1 & # 2					
	ice Machine				\$0.82	
	Subtotal	\$0.00	\$0.00	\$0.00	\$7,500.82	\$7,500.82
	Sales tax	7.00%				
	Payroll Tax and Insurance		36.00%			
	Subtotal	\$0.00	\$0.00	\$0.00	\$7,500.82	\$7,500.82

O&P	10%
TOTAL	\$8,250.90
Change Order Adds	55,937.50
Change Order Credits	<\$20,285.47>
Credit for Contingency in Contract	<\$15,430.00>
Change Order Add's minus all Credits subtotal	\$20,222.03
Barco 10% Overhead & Profit	\$2,022.20
Total amount Added to Contract after Credits applied and O&P added	\$22,244.23
Total amount Due this Final Pay Application#4	\$30,495.13

Total Completed Contract Amount including	
Pay Application # 1	
Pay Application # 2	268,426.00
Pay Application # 3	\$247,500.00
Pay Application # 4	\$393,823.10
Total Contract Amount at Completion Project	\$30,495.13
	\$940,244.23

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

Flb

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: Resolution to Join the American Flood Coalition

Date: February 5, 2024

A Resolution to join the American Flood Coalition is attached. Recently, Mr. Tony McEwen spoke to the board about the American Flood Coalition and their initiatives. He spoke about flood remediation and using legislative and lobbying efforts to assist in this effort. He also mentioned there was no cost to be included. Greene County can receive benefit from being part of this organization. This Resolution proposes membership.

Action Recommended:

Motion to approve the Resolution to join the American Flood Coalition

Board Action is Needed

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones



County Manager
Kyle J. DeHaven
County Attorney
Gay Stanley
Interim Finance Director
Sandy Shirtz

**A RESOLUTION OF THE GREENE COUNTY BOARD OF COMMISSIONERS PROVIDING
FOR GREENE COUNTY TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION**

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 spent on disaster prevention saves up to \$7 in recovery costs; and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities; and

WHEREAS, the American Flood Coalition is a no-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance Greene County's resilience effort; and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions; and

WHEREAS, joining the American Flood Coalition will aid the Greene County's efforts to protect against flooding without requiring any financial support or dues from the Greene County Board of Commissioners; and

WHEREAS, Greene County has proactively pursued solutions to flooding in Greene County by have Contentnea Creek snagged twice since 2016; Installing stream gauges in locations of Contentnea Creek that will allow for monitoring water levels more closely; and, successfully completing the HMGP acquisition and elevation programs for adversely affected citizens; and

WHEREAS, the Greene County Board of Commissioners finds that joining the American Flood Coalition will promote the welfare of Greene County residents and ensure the prosperity of the local and regional economy by accelerating solutions to sea level rise and flooding.

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones



County Manager
Kyle J. DeHaven
County Attorney
Gay Stanley
Interim Finance Director
Sandy Shirtz

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

The Greene County Board of Commissioners recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of the Greene County residents.

COUNTY OF GREENE, NORTH CAROLINA

By: _____
[SEAL] BENNIE HEATH, CHAIRMAN

Attest:

KYLE J. DEHAVEN, CLERK TO THE BOARD

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

F7

From: Kyle J. DeHaven, County Manager

Re: Resolution of the Need to Revise Standards for hunting on the Property of another in Greene County, NC

Date: February 5, 2024

A Resolution of the Need to Revise Standards for hunting on the Property of another in Greene County, NC is attached. This resolution describes the current law and how they came to become law, and explains the Board of Commissioners request to have it modified to more appropriately meet the County's need.

Action Recommended:

Motion to approve the Resolution as provided

Board Action is Needed

Board of Commissioners
Bennie Heath, Chairman
James T. Shackelford, Vice-Chair
Derek Burrese
Ray Johnson
Jerry Jones



GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven
County Attorney
Gay Stanley
Finance Director
Paula Loftin

**RESOLUTION
OF NEED TO REVISE STANDARDS
FOR HUNTING ON THE PROPERTY OF ANOTHER
IN GREENE COUNTY, N.C.**

WHEREAS, North Carolina Hunting Regulations include Session Law 2011-231, "AN ACT TO PROTECT LANDOWNER RIGHTS" and Session Law 2006-12 "AN ACT TO REGULATE HUNTING FROM THE RIGHT-OF-WAY IN GREENE COUNTY AND TO REQUIRE WRITTEN PERMISSION BEFORE HUNTING ON THE POSTED LAND OF ANOTHER IN GREENE COUNTY";

WHEREAS, North Carolina Session Law 2006-12, Section 2 states: "It is unlawful to hunt, take, or kill any wild animal or game bird on *posted lands* of another in Greene County without having on one's person the written permission of the owner or lessee dated within the current hunting season";

WHEREAS, the Greene County Board of County Commissioners are concerned that the Section 2 of the NC Session Law 2006-12 does not adequately protect the rights of landowners and their lessees in Greene County;

WHEREAS, the Greene County Board of County Commissioners desires to protect the rights of landowners and lessees to enjoy their property rights free from interference of another as was the original intent of NC Session Law 2006-12, Section 2 while continuing safe hunting in Greene County;

WHEREAS, the Greene County Board of Commissioners seek to modify NC Session Law 2006-12, Section 2, to state: "It is unlawful to hunt, fish or trap on the land of another without having on one's person the written permission of the landowner or the landowner's lessee dated within the current hunting season. Allowing a dog under one's ownership, possession or control to run upon or across another's land constitutes hunting thereon";

WHEREAS, a Bill to modify NC Session Law 2006, Section 2, can only be brought before the North Carolina Legislature by a member of the General Assembly;

WHEREAS, the Greene County Board of Commissioners formally requests Greene County's local representatives in the General Assembly sponsor a Bill modifying NC Session Law 2006-12, Section 2 as stated herein.

NOW, THEREFORE, BE IT RESOLVED by the Greene County Board of Commissioners the Greene County Board of Commissioners formally requests Greene County's local representatives in the General Assembly sponsor a Bill modifying NC Session Law 2006, Section 2 to prohibit hunting,

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones



County Manager
Kyle J. DeHaven
County Attorney
Gay Stanley
Finance Director
Paula Loftin

fishing or trapping of wild animals or game birds on the on the land of another without having on one's person the written permission of the landowner or the landowner's lessee.

Adopted this the ____ day of _____, 2024.

Bennie Heath, Chairman
Greene County Board of Commissioners

ATTEST:

Kyle DeHaven, Clerk to the Board

SEAL

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

F8

From: Kyle J. DeHaven, County Manager

Re: Approval of/Acceptance of Grant Agreement with NC911

Date: February 5, 2024

NC911 has made available a grant program to pay for the purchase of portable radios not covered by the ETSF fund. Greene County has applied and received this grant. The agreement is attached and we are asking that you accept the grant funds and approve the agreement. The Manager will be available for questions at this time.

Action Recommended:

Motion to accept the fund and approve the agreement

Board Action is Needed _____

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the ____ day of the month of _____, 2024 by and between **Greene County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Greene County

By: _____

Title: _____

Date: _____

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: 2023 Portable Radio PSAP Grant.
 - b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
 - f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
 - g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
 - h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - i. Interlocal agreement: Reserved.
 - j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
- 3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
- 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
- 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
- 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
- 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
- 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
- 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. **Project Schedule.** Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. **Delivery of Grant Funds.** The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

- b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.
- c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.
- d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).
- e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.
- f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*
- g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.
- h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL**.” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

 Ph: 919-754-6621
 E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Greene County Communications

PSAP Contact Name: Brock Kearney

PSAP Contact Email: Brock.kearney@greencountync.gov

PSAP Contact Phone Number: (252) 747-2544

PSAP Address: 312 SE Second St, Snow Hill, NC 28580

Date: 9/26/2023

Number of Board-approved seats: 3

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	3	\$5,846.15	\$17,538.45
Motorola APX8000 700/800mhz/VHF/UHF Multiband	0	\$8,330.89	\$0.00
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/VHF/UHF Multiband	0	\$5,498.91	\$0.00
Harris XL-45 700/800mhz	0	\$2,486.25	\$0.00
Harris XL-95 700/800mhz	0	\$3,874.25	\$0.00
Harris XL-150 700/800mhz	0	\$3,574.25	\$0.00
Harris XL-185 700/800mhz	0	\$4,729.00	\$0.00
Harris XL-200 700/800mhz	0	\$6,506.75	\$0.00
Harris XL-400 700/800mhz	0	\$10,991.75	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

**The applicant PSAP must email this completed application form by 5 p.m. on Friday,
September 29, 2023, to 911comments@its.nc.gov**

Board Internal Use Only:

- ☒ Regional Coordinator reviewed for accuracy.
- ☒ Financial Review Specialist reviewed for accuracy.
- ☒ Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Interim Finance Director

Sandy Shirtz

F9

From: Kyle J. DeHaven, County Manager

Re: Capital Project Budget Ordinance; Future Greene County Sheriff's Office

Date: February 5, 2024

A Capital Project Budget Ordinance is attached for the construction of the future Sheriff's Office. Some Prices have been received for pieces of the project, while some are not finalized. It is my professional opinion that this project can be completed with \$600,000.00. This Budget Ordinance will appropriate the funds for expense to get the first parts of this project underway. The Manager will be available for questions at this time.

Action Recommended:

Motion to approve the Resolution as provided

Board Action is Needed

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones



County Manager
Kyle J. DeHaven
County Attorney
Gay Stanley
Interim Finance Director
Sandy Shirtz

Capital Project Budget Ordinance
Future Greene County Sheriff's Office

WHEREAS, Greene County has purchased a building, identified as the "Old Elections Building", located at 110 SE First St. Snow Hill NC 28580; and

WHEREAS, Greene County has identified the need to relocate the Office of the Sheriff to accommodate space needs within the department; and

WHEREAS, the space currently occupied by the Office of the Sheriff will house a new Courtroom to be constructed once the move is made and space is vacant to satisfy the need of a legitimate second courtroom in Greene County; and

WHEREAS, the space identified as the "Old Elections Building" needs to be renovated to fit the needs of the Greene County Sherriff; and

WHEREAS, the total budget for the renovation of the building is proposed not to exceed \$600,00.00;

NOW, THEREFORE BE IT RESOLVED, The Greene County Board of Commissioners direct the Manager and staff to work to achieve the renovation of this facility within the budget established for this facility, and the County Manager and Chairman of the Board are authorized to execute any and all related documents throughout the project.

Adopted this 5th day of February, 2024

Bennie Heath, Chairman

(SEAL)

Kyle J. DeHaven, Clerk to the Board

II

1

of discrimination filed in connection with the alleged events leading to the present action. 42 U.S.C. § 2000e-5(f)(1).

FIFTEENTH DEFENSE – LACK OF JURISDICTION AND EXCLUSIVE REMEDY

Defendants Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson plead that Plaintiff's claims are barred in whole or in part by the provisions of North Carolina General Statutes Chapter 97.

ADDITIONAL AFFIRMATIVE DEFENSES

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson reserve the right to assert additional affirmative defenses as the claims of the Plaintiff are more fully disclosed in the discovery process and incorporate all other Defendants' defenses.

WHEREFORE, Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson, having fully responded to Plaintiff's Complaint, pray unto the Court as follows:

1. That Plaintiff have and recover nothing of the Employer Defendants and that as to the Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Barry Anderson, that Plaintiff's Complaint be dismissed with prejudice;
2. That the costs of this action be taxed against the Plaintiff;

3. That they have a trial by jury on all issues so triable; and
4. For such other and further relief as this Court deems just and proper.

This the 22nd day of November, 2023.

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

BY: /s/ Jennifer B. Milak
Jennifer B. Milak
P.O. Box 19207
Raleigh, NC 27619-9027
Telephone: (919) 873-0166
Facsimile: (919) 873-1814
Email: jmilak@teaguecampbell.com
**Attorney for Greene County, North
Carolina, Greene County Emergency
Medical Services Department, Greene
County Emergency Services Department,
Kevin Brock Kearney, Jeremy Anderson,
and Berry Anderson**

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served the foregoing in the above-entitled action upon all other parties to this cause by depositing a copy hereof, postage paid, in the United States mail, addressed to said parties as follows:

Victoria T. Kepes
The Noble Law Firm
141 Providence Road, Suite 210
Chapel Hill, NC 27514
Attorney for Plaintiff

Patrick H. Flanagan
Cranfill Sumner, LLP
P.O. Box 30787
Charlotte, NC 28230
Attorney for David Lancaster

This the 22nd day of November, 2023.

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

BY: /s/ Jennifer B. Milak
Jennifer B. Milak
Attorney for Defendants

THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA

NO. 4:23-cv-00190

AMY E. RAMSEY,

Plaintiffs,

vs.

GREENE COUNTY, NORTH CAROLINA,
GREENE COUNTY EMERGENCY
MEDICAL SERVICES DEPARTMENT,
GREENE COUNTY EMERGENCY
SERVICES DEPARTMENT, KEVIN
BROCK KEARNEY, KYLE DEHAVEN,
JEREMY ANDERSON, BERRY
ANDERSON, and DAVID LANCASTER,

Defendants.

**ANSWER OF
DEFENDANT KYLE DEHAVEN**

NOW COMES Defendant Kyle DeHaven through his undersigned counsel, and responds to Plaintiff's Complaint as follows:

**FIRST DEFENSE – 12(b)(1) and (2) LACK OF SUBJECT MATTER
AND PERSONAL JURISDICTION**

Pursuant to the provisions of Rule 12(b)(1) and (2) of the North Carolina Rules of Civil Procedure, Defendant Kyle DeHaven pleads lack of personal and subject matter jurisdiction based on sovereign immunity, governmental immunity, public official immunity, public duty doctrine, qualified immunity, and all other applicable immunities.

SECOND DEFENSE – 12(b)(6)

Pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure, Plaintiff's claims should be dismissed as they fail to state a claim for which relief can be granted.

**THIRD DEFENSE –DEFENDANT KYLE DEHAVEN’S MOTION TO DISMISS
PLAINTIFF’S N.C.G.S. §99D-1 CLAIM**

Plaintiff’s N.C.G.S. §99D-1 claim Civil Rights cause of action against Defendant Kyle DeHaven should be dismissed. N.C. Gen. Stat. §99D-1(c), expressly states that [n]o civil action may be brought or maintained, and no liability may be imposed, under this Chapter, against a government unit, a government official with respect to actions taken within his official governmental duties, or an employer or his agent with respect to actions taken concerning his employees. . .” *See also Satorre v. New Hanover Cty. Bd. Of Comm’rs*, 165 N.C. App. 173, 180 (2004 (County Manager immune). Accordingly, Defendant Kyle DeHaven, County Manager, moves to dismiss Plaintiff North Carolina’s N.C.G.S. § 99D-1 Civil Rights Cause of Action.

**FOURTH DEFENSE – LACK OF SUBJECT MATTER JURISDICTION FOR FAILURE
TO NAME INDIVIDUAL DEFENDANTS IN EEOC CHARGE**

Defendant Kyle DeHaven pleads lack of subject matter jurisdiction for Plaintiff’s failure to name him in the EEOC charge of discrimination filed in connection with the alleged events leading to the present action. 42 U.S.C. § 2000e-5(f)(1).

FIFTH DEFENSE – IMMUNITY FROM SUIT

Defendant Kyle DeHaven pleads all applicable immunities to which he is entitled by operation of law and in bar of Plaintiff’s claims herein, including, but not limited to, sovereign immunity, governmental immunity, qualified immunity, public official’s immunity, and the public duty doctrine.

SIXTH DEFENSE – LACK OF KNOWLEDGE/NOTICE

Defendant Kyle DeHaven pleads lack of knowledge to any of the alleged improper conduct referenced in Plaintiff’s complaint until June 2022 at which time Greene County thoroughly and swiftly investigated the allegations.

SEVENTH DEFENSE – NO RIGHT TO SUE LETTER PRIOR TO LAWSUIT

Defendant Kyle DeHaven pleads that Plaintiff failed to obtain a right to sue letter from the EEOC prior to initiating the present action and thus this court lacks jurisdiction to consider these matters.

EIGHTH DEFENSE – STATUTE OF LIMITATIONS

Defendant Kyle DeHaven pleads all applicable statute of limitations and repose as a bar, in whole or in part, to recovery by Plaintiff. Plaintiff brought an EEOC charge alleging harassment on December 9, 2022. In her charge which is incorporated in her Complaint, she alleges the last day of harassment was at a County ribbon cutting ceremony which took place on March 2, 2022, more than 180 days before she filed her EEOC charge. Thus, her action is time-barred.

NINTH DEFENSE – LACK OF MALICE

Defendant Kyle DeHaven pleads that at all times relevant to this action he acted without malice, maliciousness and in the good faith belief that his duties were carried out in accordance with all laws.

TENTH DEFENSE – NO ADVERSE ACTION

Defendant Kyle DeHaven pleads that he took no adverse actions against Plaintiff and took appropriate corrective action as soon as the alleged harassment was reported to the employer.

ELEVENTH DEFENSE – FAILED TO REPORT HARASSMENT

Defendant Greene County has anti-harassment policies which set out how employees should report any alleged harassment. These procedures were widely communicated to all employees including the Plaintiff. Plaintiff failed to report any harassment and to avail herself of Greene County's effective complaint notification procedures. Plaintiff failed to avail herself of Greene County's preventative and remedial apparatus barring her claims.

TWELFTH DEFENSE – LACK OF JURISDICTION AND EXCLUSIVE REMEDY

Defendant Kyle DeHaven pleads that Plaintiff's claims are barred in whole or in part by the provisions of North Carolina General Statutes Chapter 97.

THIRTEENTH DEFENSE AND RESPONSE TO NUMBERED ALLEGATIONS
ANSWER AS TO INTRODUCTION

1. It is admitted that Plaintiff joined Greene County in 2017 and received her paramedic certification in 2021. All other allegations not admitted are denied.

2. It is admitted that on June 9, 2022, a third party reported inappropriate messages from Lancaster to Plaintiff. According to the Plaintiff, the alleged harassment had stopped on March 2, 2022. This was the first notice to the County of any alleged harassment. These answering Defendant took swift corrective action. All other allegations not admitted are denied.

3. Denied.

4. The allegations contained in paragraph 4 are denied.

5. The allegations contained in paragraph 5 are admitted. Plaintiff is a Greene County employee.

6. The allegations contained in paragraph 6 are admitted.

7. This department is not a legal entity. Otherwise, the allegations contained in paragraph 7 are admitted.

8. This department is not a legal entity. Otherwise, the allegations contained in paragraph 8 are admitted.

9. The allegations contained in paragraph 9 are admitted.

10. The allegations contained in paragraph 10 are admitted.

11. Defendant Jeremy Anderson was Greene County's former EMS Manager, a position he held beginning in August 2020 through approximately June 2023. Defendant Jeremy

Anderson is a North Carolina citizen primarily working in Pitt County, North Carolina in addition to doing consulting work and volunteer work in Greene County, North Carolina. The remaining allegations contained in paragraph 11 are denied.

12. The allegations contained in paragraph 12 are admitted.

13. It is admitted that Lancaster was Greene County's former Fire Marshall from 2018 until June 30, 2022. Defendant Kyle DeHaven is without sufficient information to admit or deny the remaining allegations of Paragraph 13, which are therefore, denied.

14. Denied.

15. The allegations contained in paragraph 15 call for legal conclusions and are therefore improper and denied.

16. Defendant Kyle DeHaven admits that Plaintiff's employment began in June 2017 as an Advanced EMT. All other allegations of Paragraph 16 are denied.

17. It is admitted that Plaintiff received her paramedic status in October 2021. The remainder of the allegations of Paragraph 17 are denied.

18. The allegations contained in paragraph 18 are admitted.

19. Denied. Defendant Kyle DeHaven denies that he had any knowledge of Lancaster's alleged improper and/or harassing behavior toward female coworkers when he worked in Wayne County.

20. Defendant Kyle DeHaven admits that Lancaster's office space was in the vicinity of Jeremy Anderson and Kevin Brock Kearney. All other allegations not admitted are denied.

21. It is admitted that Kearney served as the EMS Director. It is denied that Jeremy Anderson directly supervised Plaintiff. He was a part-time EMS manager. All other allegations not admitted are denied.

22. Denied.

23. Denied.

24. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 24, and the same are therefore denied.

25. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 25, and the same are therefore denied.

26. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 26, and the same are therefore denied.

27. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 27, and its subparts are therefore denied.

28. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 26, and the same are therefore denied.

29. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 29, and the same are therefore denied.

30. Defendant Kyle DeHaven lacks sufficient information to admit or deny the remaining allegations contained in paragraph 30, and the same are therefore denied.

31. Denied.

32. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 32, and the same are therefore denied.

33. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 33, and the same are therefore denied.

34. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 34, and the same are therefore denied.

35. Denied.

36. Defendant Kyle DeHaven lacks sufficient information to admit or deny the allegations contained in paragraph 36, and the same are therefore denied.

37. The allegations contained in paragraph 37 are admitted.

38. It is admitted that Kearney followed up with Plaintiff regarding Mr. Barefoot's report. All other allegations contained in paragraph 38 are denied.

39. The allegations contained in paragraph 39 are admitted.

40. It is admitted that Kearney requested Plaintiff put her allegations in writing. All other allegations contained in paragraph 40 are admitted.

41. Denied.

42. It is admitted that the County appropriately communicated with Plaintiff on June 28, 2022. All other allegations not admitted are denied.

43. Denied.

44. The allegations contained in paragraph 44 are denied.

45. Denied.

46. The allegations contained in paragraph 46 are denied.

47. The allegations contained in paragraph 47 are denied.

48. The allegations contained in paragraph 48 are denied.

49. The allegations contained in paragraph 49 are denied.

50. The allegations contained in paragraph 50 are denied.

51. Defendant Kyle DeHaven admits notice from Barefoot was received on June 9, 2022, regarding the alleged harassment and that swift action was taken to respond and investigate the information. The remainder of the allegations contained in paragraph 51 are denied.

52. The allegations contained in paragraph 52 are denied.

53. The allegations contained in paragraph 53 are denied.

54. The allegations contained in paragraph 54 are denied.

55. The allegations contained in paragraph 55 are denied.

56. The allegations contained in paragraph 56 are denied.

57. The allegations contained in paragraph 57 are denied.

58. The allegations contained in paragraph 58 are denied.

59. Defendant Kyle DeHaven realleges and incorporates his responses to paragraphs 1 through 59 as though fully set forth herein.

60-65. The allegations contained in paragraphs 60-65 are denied.

66. Defendant Kyle DeHaven realleges and incorporates his responses to paragraphs 1 through 66 as though fully set forth herein.

67-70. The allegations contained in paragraphs 67-70 are not directed to the answering defendant thereby not requiring a response. To the extent these allegations assert any wrongdoing on behalf of the answering defendant, denied.

71. Defendant Kyle DeHaven realleges and incorporates his responses to paragraphs 1 through 71 as though fully set forth herein.

72-76. The allegations contained in paragraphs 72-76 are denied.

77. Defendant Kyle DeHaven realleges and incorporates his responses to paragraphs 1 through 76 as though fully set forth herein.

78-83. The allegations contained in paragraphs 78-83 are denied.

ANSWER AS TO PRAYER FOR RELIEF

A-F. The allegations contained in paragraphs A–F are denied.

ADDITIONAL AFFIRMATIVE DEFENSES

Defendant Kyle DeHaven reserves the right to assert additional affirmative defenses as the claims of the Plaintiff are more fully disclosed in the discovery process and incorporate all other Defendants' defenses.

WHEREFORE, Defendant Kyle DeHaven, having fully responded to Plaintiff's Complaint, pray unto the Court as follows:

1. That Plaintiff have and recover nothing of the Employer Defendants and that as to the Defendant Kyle DeHaven, that Plaintiff's Complaint be dismissed with prejudice;
2. That the costs of this action be taxed against the Plaintiff;
3. That they have a trial by jury on all issues so triable; and
4. For such other and further relief as this Court deems just and proper.

This the 22nd day of November, 2023.

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

BY: /s/ Jennifer B. Milak
Jennifer B. Milak
P.O. Box 19207
Raleigh, NC 27619-9027
Telephone: (919) 873-0166
Facsimile: (919) 873-1814
Email: jmilak@teaguecampbell.com
Attorney for Kyle DeHaven

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served the foregoing in the above-entitled action upon all other parties to this cause by depositing a copy hereof, postage paid, in the United States mail, addressed to said parties as follows:

Victoria T. Kepes
The Noble Law Firm
141 Providence Road, Suite 210
Chapel Hill, NC 27514
Attorney for Plaintiff

Patrick H. Flanagan
Cranfill Sumner, LLP
P.O. Box 30787
Charlotte, NC 28230
Attorney for David Lancaster

This the 22nd day of November, 2023.

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

BY: /s/ Jennifer B. Milak
Jennifer B. Milak
Attorney for Kyle DeHaven

STATE OF NORTH CAROLINA
GREENE COUNTY

AMY E. RAMSEY,

Plaintiffs,

vs.

GREENE COUNTY, NORTH CAROLINA,
GREENE COUNTY EMERGENCY
MEDICAL SERVICES DEPARTMENT,
GREENE COUNTY EMERGENCY
SERVICES DEPARTMENT, KEVIN
BROCK KEARNEY, KYLE DEHAVEN,
JEREMY ANDERSON, BERRY
ANDERSON, and DAVID LANCASTER,

Defendants.

FILED

2023 NOV -2 A 11: 40

GREENE CO., C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23-CVS-187

ANSWERS OF

DEFENDANTS GREENE COUNTY,
NORTH CAROLINA, GREENE COUNTY
EMERGENCY MEDICAL SERVICES
DEPARTMENT, GREENE COUNTY
EMERGENCY SERVICES DEPARTMENT,
KEVIN BROCK KEARNEY, JEREMY
ANDERSON, AND BERRY ANDERSON

NOW COME Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department (not a legal entity), Greene County Emergency Services Department (not a legal entity), Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson through their undersigned counsel, and respond to Plaintiff's Complaint as follows:

**FIRST DEFENSE – 12(b)(1) and (2) LACK OF SUBJECT MATTER
AND PERSONAL JURISDICTION**

Pursuant to the provisions of Rule 12(b)(1) and (2) of the North Carolina Rules of Civil Procedure, Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department (not a legal entity), Greene County Emergency Services Department (not a legal entity), Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson plead lack of personal and subject matter jurisdiction based on sovereign immunity, governmental immunity, public official immunity, public duty doctrine, qualified immunity, and all other applicable immunities.

SECOND DEFENSE – 12(b)(6)

Pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure, Plaintiff's claims should be dismissed as they fail to state a claim for which relief can be granted.

THIRD DEFENSE – RULES 4(j) AND 12(b)(4) INSUFFICIENCY OF PROCESS

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, and Greene County Emergency Services Department plead insufficiency of process pursuant to the provisions of Rules 4(j) and 12(b)(4) of the North Carolina Rules of Civil Procedure as the summons is defective on its face.

**FOURTH DEFENSE – RULES 4(j) AND 12(b)(5) INSUFFICIENCY OF SERVICE OF
PROCESS**

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, and Greene County Emergency Services Department plead insufficiency of service of process pursuant to the provisions of Rules 4(j) and 12(b)(4) of the North Carolina Rules of Civil Procedure.

**FIFTH DEFENSE – LACK OF CAPACITY TO BE SUED AND MOTION TO DISMISS
DEFENDANTS GREENE COUNTY EMERGENCY MEDICAL SERVICES
DEPARTMENT AND GREENE COUNTY EMERGENCY SERVICES DEPARTMENT
PURSUANT TO 12(b)(6)**

Defendants Greene County Emergency Medical Services Department and Greene County Emergency Services Department move to dismiss all claims asserted against them as neither are legal entities and therefore lack the capacity to be sued and should be dismissed. *See, e.g., Oswalt v. Charlotte-Mecklenburg Bd. Of Educ.*, 614 F.Supp.2d 603, 607 (W.D.N.C. 2008); and *Coleman v. Cooper*, 89 N.C. App. 188, 192, 336 S.E.2d 2, 5, *disc. review denied*, 322 N.C. 834, 371 S.E.2d 880 (1997), *overruled in part on other grounds by Meyer v. Walls*, 347 N.C. 97, 489 S.E.2d 880 (1997).

**SIXTH DEFENSE –DEFENDANTS GREENE COUNTY, GREENE COUNTY
EMERGENCY MEDICAL SERVICES DEPARTMENT, GREENE COUNTY
EMERGENCY SERVICES DEPARTMENT, KEVIN BROCK KEARNEY, JEREMY
ANDERSON AND BARRY ANDERSON’S MOTION TO DISMISS
PLAINTIFF’S N.C.G.S. §99D-1 CLAIM**

Plaintiff’s N.C.G.S. § 99D-1 claim Civil Rights cause of action against Defendants Greene County, Greene County Emergency Medical Services Department (not a legal entity), Greene County Emergency Services Department (not a legal entity), Kevin Brock Kearney, County EMS Director, Barry Anderson, former EMS Director, and Jeremy Anderson (former employee of government unit) should be dismissed. N.C. Gen. Stat. §99D-1 c), expressly states that [n]o civil action may be brought or maintained, and no liability may be imposed, under this Chapter, against a government unit, a government official with respect to actions taken within his official governmental duties, or an employer or his agent with respect to actions taken concerning his employees. . .” See also *Dempsey v. Halford*, 183 N.C. App. 637, 640 (2010) (County EMS Director immune); and *Satorre v. New Hanover Cty. Bd. Of Comm’rs*, 165 N.C. App. 173, 180 (2004 (County Manager immune). Accordingly, Defendants Greene County, Greene County Emergency Medical Services Department (not a legal entity), Greene County Emergency Services Department (not a legal entity), Kevin Brock Kearney, County EMS Director, Barry Anderson, former EMS Director, and Jeremy Anderson move to dismiss Plaintiff North Carolina’s N.C.G.S. § 99D-1 Civil Rights Cause of Action.

SEVENTH DEFENSE – IMMUNITY FROM SUIT

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Barry Anderson plead all applicable immunities to which they are entitled by operation of law and in bar of Plaintiff’s claims herein, including, but not limited to, sovereign

immunity, governmental immunity, qualified immunity, public official's immunity, and the public duty doctrine.

EIGHTH DEFENSE – LACK OF KNOWLEDGE/NOTICE

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson plead lack of knowledge to any of the alleged improper conduct referenced in Plaintiff's complaint until June 2022 at which time Greene County thoroughly and swiftly investigated the allegations.

NINTH DEFENSE – NO RIGHT TO SUE LETTER PRIOR TO LAWSUIT

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson plead that Plaintiff failed to obtain a right to sue letter from the EEOC prior to initiating the present action and thus this court lacks jurisdiction to consider these matters.

TENTH DEFENSE – STATUTE OF LIMITATIONS

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson plead all applicable statute of limitations and repose as a bar, in whole or in part, to recovery by Plaintiff. Plaintiff brought an EEOC charge alleging harassment on December 9, 2022. In her charge which is incorporated in her Complaint, she alleges the last day of harassment was at a County ribbon cutting ceremony which took place on March 2, 2022, more than 180 days before she filed her EEOC charge. Thus, her action is time-barred.

ELEVENTH DEFENSE – LACK OF MALICE

Employer Defendants allege that at all times relevant to this action they acted without malice, maliciousness and in the good faith belief that their duties were carried out in accordance with all laws.

TWELFTH DEFENSE – NO ADVERSE ACTION

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson plead that they took no adverse actions against Plaintiff and took appropriate corrective action as soon as the alleged harassment was reported to the employer.

THIRTEENTH DEFENSE – FAILED TO REPORT HARASSMENT

Defendant Greene County has anti-harassment policies which set out how employees should report any alleged harassment. These procedures were widely communicated to all employees including the Plaintiff. Plaintiff failed to report any harassment and to avail herself of Greene County's effective complaint notification procedures. Plaintiff failed to avail herself of Greene County's preventative and remedial apparatus barring her claims.

FOURTEENTH DEFENSE AND RESPONSE TO NUMBERED ALLEGATIONS

ANSWER AS TO INTRODUCTION

1. It is admitted that Plaintiff joined Greene County in 2017 and received her paramedic certification in 2021. All other allegations not admitted are denied.
2. It is admitted that on June 9, 2022, a third party reported inappropriate messages from Lancaster to Plaintiff. According to the Plaintiff, the alleged harassment had stopped on

March 2, 2022. This was the first notice to the County of any alleged harassment. These answering Defendants took swift corrective action. All other allegations not admitted are denied.

3. Denied.

4. The allegations contained in paragraph 4 are denied.

5. The allegations contained in paragraph 5 are admitted. Plaintiff is a Greene County employee.

6. The allegations contained in paragraph 6 are admitted.

7. This department is not a legal entity. Otherwise, the allegations contained in paragraph 7 are admitted.

8. This department is not a legal entity. Otherwise, the allegations contained in paragraph 8 are admitted.

9. The allegations contained in paragraph 9 are admitted.

10. The allegations contained in paragraph 10 are admitted.

11. Defendant Jeremy Anderson was Greene County's former EMS Manager, a position he held beginning in August 2020 through approximately June 2023. Defendant Jeremy Anderson is a North Carolina citizen primarily working in Pitt County, North Carolina in addition to doing consulting work and volunteer work in Greene County, North Carolina. The remaining allegations contained in paragraph 11 are denied.

12. The allegations contained in paragraph 12 are admitted.

13. It is admitted that Lancaster was Greene County's former Fire Marshall from 2018 until June 30, 2022. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock

Kearney, Jeremy Anderson, and Berry Anderson are without sufficient information to admit or deny the remaining allegations of Paragraph 13, which are therefore, denied.

14. Denied.

15. The allegations contained in paragraph 15 call for legal conclusions and are therefore improper and denied.

16. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson admit that Plaintiff's employment began in June 2017 as an Advanced EMT. All other allegations of Paragraph 16 are denied.

17. It is admitted that Plaintiff received her paramedic status in October 2021. The remainder of the allegations of Paragraph 17 are denied.

18. The allegations contained in paragraph 18 are admitted.

19. Denied. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson deny that they had any knowledge of Lancaster's alleged improper and/or harassing behavior toward female coworkers when he worked in Wayne County.

20. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson admit that Lancaster's office space was in the vicinity of Jeremy Anderson and Kevin Brock Kearney. All other allegations not admitted are denied.

21. It is admitted that Kearney served as the EMS Director. It is denied that Jeremy Anderson directly supervised Plaintiff. He was a part-time EMS manager. All other allegations not admitted are denied.

22. Denied.

23. Denied.

24. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 24, and the same are therefore denied.

25. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 25, and the same are therefore denied.

26. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 26, and the same are therefore denied.

27. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 27, and its subparts are therefore denied.

28. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney,

Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 26, and the same are therefore denied.

29. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 29, and the same are therefore denied.

30. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the remaining allegations contained in paragraph 30, and the same are therefore denied.

31. Denied.

32. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 32, and the same are therefore denied.

33. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 33, and the same are therefore denied.

34. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson lack sufficient information to admit or deny the allegations contained in paragraph 34, and the same are therefore denied.

35. Denied.

36. These answering Defendants do not have information sufficient to form a belief as to these allegations and the same are therefore denied.

37. The allegations contained in paragraph 37 are admitted.

38. It is admitted that Kearney followed up with Plaintiff regarding Mr. Barefoot's report. All other allegations contained in paragraph 38 are denied.

39. The allegations contained in paragraph 39 are admitted.

40. It is admitted that Kearney requested Plaintiff put her allegations in writing. All other allegations contained in paragraph 40 are admitted.

41. Denied.

42. It is admitted that the County appropriately communicated with Plaintiff on June 28, 2022. All other allegations not admitted are denied.

43. Denied.

44. The allegations contained in paragraph 44 are denied.

45. Denied.

46. The allegations contained in paragraph 46 are denied.

47. The allegations contained in paragraph 47 are denied.

48. The allegations contained in paragraph 48 are denied.

49. The allegations contained in paragraph 49 are denied.

50. The allegations contained in paragraph 50 are denied.

51. Employer Defendants admit they received notice from Barefoot on June 9, 2022, regarding the alleged harassment and took swift action to respond and investigate the information. The remainder of the allegations contained in paragraph 51 are denied.

52. The allegations contained in paragraph 52 are denied.

53. The allegations contained in paragraph 53 are denied.

54. Denied.

55. The allegations contained in paragraph 55 are denied.

56. The allegations contained in paragraph 56 are denied.

57. The allegations contained in paragraph 57 are denied.

58. The allegations contained in paragraph 58 are denied.

59. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson reallege and incorporate their responses to paragraphs 1 through 59 as though fully set forth herein.

60-65. The allegations contained in paragraphs 60-65 are denied.

66. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson reallege and incorporate their responses to paragraphs 1 through 66 as though fully set forth herein.

67-70. The allegations contained in paragraphs 67-70 are not directed to these answering defendants thereby not requiring a response. To the extent these allegations assert any wrongdoing on behalf of these answering defendants, denied. .

71. Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson reallege and incorporate their responses to paragraphs 1 through 71 as though fully set forth herein.

72-76. The allegations contained in paragraphs 72-76 are denied.

77. Defendants Kevin Brock Kearney realleges and incorporates his responses to paragraphs 1 through 76 as though fully set forth herein.

78-83. The allegations contained in paragraphs 78-83 are denied.

ANSWER AS TO PRAYER FOR RELIEF

A-F. The allegations contained in paragraphs A-F are denied.

ADDITIONAL AFFIRMATIVE DEFENSES

Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson reserve the right to assert additional affirmative defenses as the claims of the Plaintiff are more fully disclosed in the discovery process and incorporate all other Defendants' defenses.

WHEREFORE, Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Berry Anderson, having fully responded to Plaintiff's Complaint, pray unto the Court as follows:

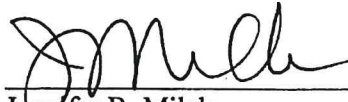
1. That Plaintiff have and recover nothing of the Employer Defendants and that as to the Defendants Greene County, North Carolina, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Kevin Brock Kearney, Jeremy Anderson, and Barry Anderson, that Plaintiff's Complaint be dismissed with prejudice;
2. That the costs of this action be taxed against the Plaintiff;
3. That they have a trial by jury on all issues so triable; and

4. For such other and further relief as this Court deems just and proper.

This the 30th day of October, 2023.

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

BY:



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Raleigh, NC 27619-9027

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**Attorney for Greene County, North
Carolina, Greene County Emergency
Medical Services Department, Greene
County Emergency Services Department,
Kevin Brock Kearney, Jeremy Anderson,
and Berry Anderson**

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served the foregoing in the above-entitled action upon all other parties to this cause by depositing a copy hereof, postage paid, in the United States mail, addressed to said parties as follows:

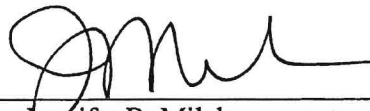
Victoria T. Kepes
The Noble Law Firm
141 Providence Road, Suite 210
Chapel Hill, NC 27514
Attorney for Plaintiff

Patrick H. Flanagan
Cranfill Sumner, LLP
P.O. Box 30787
Charlotte, NC 28230
Attorney for David Lancaster

This the 30th day of October, 2023.

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

BY: _____



Jennifer B. Milak

Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
NO. 4:23-cv-00190

AMY E. RAMSEY,

Plaintiff,

v.

GREENE COUNTY, NORTH CAROLINA,
GREENE COUNTY EMERGENCY
MEDICAL SERVICES DEPARTMENT,
GREENE COUNTY EMERGENCY
SERVICES DEPARTMENT, KEVIN BROCK
KEARNEY, in his individual and official
capacity, KYLE DEHAVEN, in his individual
and official capacity, JEREMY ANDERSON, in
his individual and official capacity, BERRY
ANDERSON, in his individual and official
capacity, and DAVID LANCASTER,
individually and in his official capacity,

Defendants.

**MOTION TO WITHDRAW AS COUNSEL
FOR PLAINTIFF**

NOW COMES The Noble Law Firm, PLLC (“the Firm”) and Victoria T. Kepes (“the Attorney”), undersigned counsel of record for Plaintiff Amy Ramsey (“Plaintiff” or “Ms. Ramsey”) in the above-captioned matter, and respectfully moves this Court for an Order permitting the Attorney who has appeared in these proceedings, to withdraw as counsel for Plaintiff in this matter, pursuant to Rule 5.2(e) of the United States District Court-Eastern District of North Carolina Local Civil Rules of Practice and Procedure.

In support thereof, Movant states as follows:

1. Plaintiff retained the Firm and undersigned counsel to represent her in the above-captioned cause of action.

2. Ms. Ramsey is a North Carolina citizen residing in Rocky Mount, North Carolina.
3. On November 16, 2023, a Notice of Removal was filed by Defendants Berry Anderson, Kyle DeHaven, Greene County, North Carolina, Kevin Brock Kearney, Greene County Emergency Services Department, David Lancaster, Greene County Emergency Medical Services Department, and Jeremy Anderson. [DE-1]
4. On November 20, 2023, a Motion to Dismiss Plaintiff's Fourth Claim for Interference with Civil Rights Based on N.C.G.S. Section 99D-1 was filed by Defendants Kyle DeHaven, and Kevin Brock Kearney. [DE-11]
5. On November 21, 2023, an Answer to Complaint was filed by Defendant Kyle DeHaven. [DE-14]
6. On November 21, 2023, an Amended Answer was filed by Defendants Berry Anderson, Jeremy Anderson, Greene County Emergency Medical Services Department, Greene County Emergency Services Department, Greene County, North Carolina, and Kevin Brock Kearney. [DE-15]
7. On November 30, 2023, the undersigned filed a Notice of Appearance on behalf of Plaintiff. [DE-19]
8. On December 13, 2023, an Answer to Complaint was filed by David Lancaster.
9. On January 3, 2024, the Report of the Parties' Planning Meeting pursuant to Fed. R. Civ. P. 26(f) was filed with the Court. [DE-23]
10. On January 10, 2024, a Memorandum of Law in Opposition to Defendants Kevin Brock Kearney and Kyle DeHaven's Motion to Dismiss Claim for Interference with Civil Rights was filed by Plaintiff. [DE-24]

11. On January 11, 2024, the Court issued a Scheduling Order. [DE-25]
12. Rule 1.16(b) of the North Carolina Rules of Professional Conduct allows for an attorney to withdraw from representing a client if: (1) withdrawal can be accomplished without material adverse effect on the interests of the client; or (2) the client knowingly and freely assents to the termination of the representation; or (3) other good cause for withdrawal exists.
13. The undersigned counsel maintains that the prosecution of this lawsuit will not be disrupted by withdrawal of Plaintiff's counsel and withdrawal can be accomplished without material adverse effect on Ms. Ramsey's interests. The trial date is set for March 4, 2025.
14. The undersigned has provided Ms. Ramsey with written notice of the Attorney's intention to withdraw prior to submitting this request to the Court.
15. Ms. Ramsey consents to the undersigned filing the motion to withdraw as counsel and subsequent entry of an Order terminating the undersigned Attorney's representation of the Plaintiff in this matter. Ms. Ramsey knowingly and freely assents to the termination of the representation.
16. There is good cause for this Court to grant the relief requested.
17. No party will be unduly prejudiced if the Court grants the instant motion.
18. All counsel of record for all parties have been provided with a copy of this Motion.
19. If this Motion is allowed, the undersigned requests that this Honorable Court make appropriate adjustments to the Scheduling Order to allow time for Plaintiff to secure new counsel in this matter.
20. In accordance with Rule 1.16(d) of the North Carolina Rules of Professional Conduct, upon termination of representation, the undersigned Attorney shall take steps to the

extent reasonably practicable to protect Ms. Ramsey's interest. The undersigned will retain papers relating to Ms. Ramsey to the extent permitted by other law.

21. The records relative to Ms. Ramsey's matter that would be helpful to subsequent legal counsel will be provided to Ms. Ramsey upon the termination of the representation in an electronic format.

22. This Motion is accompanied by a proposed Order granting the motion from the clerk stating that (i) within 21 days after entry of the order, or within the time otherwise required by the court, the unrepresented person shall file a notice of self-representation or cause a new attorney to file a notice of appearance; and (ii) a party who fails to file a notice of self-representation or cause a new attorney to file a notice of appearance may be subject to sanctions, including but not limited to dismissal or default judgment.

23. The Firm and the undersigned make this Motion in good faith and not for the purpose of delay.

WHEREFORE, the Firm and undersigned counsel respectfully request that an Order be entered permitting the undersigned to withdraw as counsel of record for the Plaintiff in this matter.

Respectfully submitted this the 19th day of January, 2024.

THE NOBLE LAW FIRM, PLLC

/s/ Victoria T. Kepes

Victoria T. Kepes (N.C. Bar No. 47856)

141 Providence Road, Suite 210

Chapel Hill, NC 27514

Office: (919) 251-6008

Fax: (919) 869-2079

vkepes@thenoblelaw.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on January 19, 2024, I electronically filed the foregoing Motion to Withdraw as Counsel for Plaintiff with the Clerk of Court using the CM/ECF System which will send notification of such filing to all counsel of record.

Respectfully submitted this the 19th day of January, 2024.

THE NOBLE LAW FIRM, PLLC

/s/ Victoria T. Kepes

Victoria T. Kepes (N.C. Bar No. 47856)

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Attorneys for Plaintiff