



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, November 6, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

	Presenter	Page
1. CALL TO ORDER		
2. INVOCATION		
3. PLEDGE OF ALLEGIANCE		
4. ADOPTION OF AGENDA		
5. PUBLIC HEARING		
6. PUBLIC INFORMATION		
6.1. Veterans Services Office Fall 2023 Update Veterans Services Update - Pdf	Leach	5 - 11
7. PUBLIC COMMENT FOR AGENDA ITEMS		
8. CONSENT AGENDA		
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8.2. 2023 appeal release requests after adjournment of the Board of Equalization and Review Release Request - Pdf	Radke	15 - 16
8.3. Approval of Sole Source vendor for the purchase of equipment from Avail Forensics, LLC. Sole source vendor Avail Forensics - Pdf	Cutler	17 - 18
8.4. Approval of Sole Source (Multi-year) vendor Motorola Solutions for Annual Preventative Maintenance on Portable and Mobile radios. Motorola Solutions-multi-year sole source vendor - Pdf	Cutler	19 - 41
8.5. Approval to increase Purchase Order for Batteries of NC in the amount of \$25,000. Increase PO# for Batteries of NC - Pdf	Cutler	43
8.6. Approval of a Purchase order for Annual Software Licensing and Maintenance \$40,000.00 Register of Deeds Annual Software and Maintenance - Pdf	Willoughby	45 - 52
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[October 2, 2023, BOCC Meeting Minutes - Pdf](#)

8.10.	Taxpayer request for release of late penalties Request for Release of Late Penalties - Pdf	Radke	71 - 73
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8.15.	Approval of Purchase Order for the purchase of a 2020 F-150 XLT truck in the amount of \$42,485.00. Approval of PO - Pdf	Drummond	85 - 90
8.16.	Order to Advertise 2022 Tax Liens 2022 Tax Liens - Pdf	Radke	91 - 92
8.17.	Approval of a Purchase Order to i2i Systems, Inc in the amount of \$23,280 i2i Systems, Inc - Pdf	Moser	93 - 120
8.18.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$49,265 COVID Program Increase - Pdf	Moser	121 - 122
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8.20.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$82,000 ARPA Mini Grants - Pdf	Moser	125 - 127
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10.	DISCUSSION		

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11.	APPOINTMENTS		
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16.	CENTRAL PENDER WATER AND SEWER DISTRICT		
17.	PENDER COUNTY BOARD OF HEALTH		
17.1.	Approval of the Job Description for the Health and Human Services Director Health and Human Services Director Job Description - Pdf	Moser	177 - 183
17.2.	Board of Health Handbook and Annual Training Board of County Commissioners and BOH Annual Training Handbook - Pdf	Moser	185 - 186
18.	SOCIAL SERVICES BOARD		
19.	PUBLIC COMMENT		
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21.	CLOSED SESSION (IF APPLICABLE).		
22.	ADJOURNMENT		



Pender County Veterans Services Office Fall 2023 Updates

TO: Board of County Commissioners/BOCC
FROM: Michelle Leach
DATE: November 6, 2023
SUBJECT: Veterans Services Office Fall 2023 Update

SUMMARY:

A brief summary of upcoming events for the Veterans of Pender County.

ATTACHMENTS:

Public Information

Pender County Veterans Services

Fall 2023 Quarterly Update

OPERATION GREEN LIGHT FOR VETERANS

November 6-12, 2023



#OperationGreenLight | NACo.org/OperationGreenLight

JOIN US!

VETERAN COFFEE TALK

VETERANS, SPOUSES, WIDOWS AND
CARGIVERS WELCOME!

Informal gathering to provide an opportunity to learn
about Veteran Benefits and Community Services,
meet fellow veterans and much more!

John P. Fennell III
Pender Veteran Services
(910) 259-1203

November 9th
@9:00 AM

HERITAGE PLACE
901 S WALKER ST
BURGAW, NC

VETERANS COFFEE

DECEMBER 1, 2023
9:00 AM-10:30 AM

WE WELCOME ALL VETERANS AND
THEIR FAMILIES TO JOIN US FOR
COFFEE AND LIGHT REFRESHMENTS AS
WE DISCUSS THE SERVICES OUR
OFFICES CAN PROVIDE AND ANSWER
QUESTIONS.

TOPSAIL SENIOR
CENTER
20959 HWY 17
HAMPSTEAD, NC
28443



Pender County Veterans Services – (910) 259-1203

**November
11th 2023**

3rd Street - Historic Downtown Wilmington, NC
www.sencveteransparade.com



Honoring All Who Served



**SOUTHEAST NORTH CAROLINA
VETERANS
PARADE**

**Join us as a Participant • Sponsor
Volunteer • Spectator • Donor**

**FREE
Admission
Programs
USA Flags**

FOR INFORMATION:

Email: sencvetparade@gmail.com
Website: www.sencveteransparade.com

**Parade
Begins at
11:00 am**

910-540-5000 / 910-279-0956

Southeast North Carolina Veterans Parade

Additional Upcoming Veterans Events

- Wreathes Across America - Hampstead MCL #1321
 - <https://wreathsacrossamerica.org/pages/42534/Overview/?relatedId=14908>
 - 12/16/2023 at 12:00pm at Andrews Mortuary, Hampstead, NC
- Town of Burgaw Veterans Day Program
 - 11/11/2023 at 11:00am

Offices

(910) 259-1203

Burgaw (Administrative BLDG)

John Fennell III

Assistant Veterans Service Officer

jfennell@pendercountync.gov

Hampstead (Annex)

Michelle Leach

Director of Veterans Services

mleach@pendercountync.gov

Edwin Aristizabal

Assistant Veterans Service Officer

earistizabal@pendercountync.gov



Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: November 6, 2023

SUBJECT: Approval of Sole Source vendor for Quarter Circle 10 for supplies for Special Response Team.

SUMMARY:

Requesting approval of Sole Source vendor for multi-year purchasing with Quarter Circle 10. This vendor provides equipment for the Special Response Team. The funds were budgeted for in this FY.

ACTION REQUESTED:

Approval of Sole Source vendor for Quarter Circle 10 for supplies for Special Response Team.



Pender County 2023 appeal release requests after adjournment of the Board of Equalization and Review

TO: Board of County Commissioners

FROM: Melissa Radke

DATE: November 6, 2023

SUBJECT: 2023 appeal release requests after adjournment of the Board of
Equalization and Review

SUMMARY:

These appeals were not timely worked nor approved due to internal process issues and the misplacement of these appeals prior to the 2023 convening of the Board of Equalization and Review. If presented at the time of the Board of Equalization and Review, it would have been the recommendation of the Tax Administrator, as it is now, to approve the value changes as shown in the spreadsheet provided. These 2023 appeals were received timely by the Tax Office during the 2023 appeal period and should have been worked with the many others at that time. When these misplaced appeals were found, after 2023 billing, Tax office staff called all parties to inform them of the error. We will correct 2023 tax bills, once approved by the Board, and mail out corrected Tax Statements for all properties. The Tax Administrator is actively working to implement new office policy to stop this from occurring in the future.

ACTION REQUESTED:

It is requested the board approve the releases as shown on the attached spreadsheet, per the recommendation of the Tax Administrator.

Parcel Identification Number	Address	Original Value	Revised Value	Value to be released	Comments
4225-03-5340-0000	1008 McClammy Rd	\$208,897	\$139,947	(\$68,950)	2023 appeal; appealed timely was not worked by staff timely; 5 acres as homesite corrected to 1 ac
3292-33-5502-0000	506 Jackie Dr	\$171,600	\$128,700	(\$42,900)	2023 appeal; appealed timely was not worked by staff timely; 25% adjustment per PTC (Salter's Haven)
4224-46-3977-0000	453 Batson Rd	\$29,290	\$23,350	(\$5,940)	2023 appeal; appealed timely was not worked by staff timely; Consistency with nbhd properties
4224-47-3032-0000	453 Batson Rd	\$27,216	\$13,608	(\$13,608)	2023 appeal; appealed timely was not worked by staff timely; Consistency with nbhd properties
4236-15-2194-0000	112 Cain Ln	\$35,235	\$12,960	(\$22,275)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable-Land Locked-Wetlands
4236-15-1268-0000	112 Cain Ln	\$31,104	\$7,452	(\$23,652)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable-Land Locked-Wetlands
3292-73-3802-0000	282 Howards Ln	\$832,228	\$658,000	(\$174,228)	2023 appeal; appealed timely was not worked by staff timely; Grade change for consistency in nbhd
4214-16-6431-0000	603 Edens Ln	\$178,719	\$156,543	(\$22,176)	2023 appeal; appealed timely was not worked by staff timely; Grade change for consistency in nbhd
3281-95-0906-0000	137 Dogwood Ln	\$929,868	\$676,740	(\$253,128)	2023 appeal; appealed timely was not worked by staff timely; Incorrect Story Height
3281-96-8612-0000	Setic Use Lot	\$138,394	\$50	(\$138,344)	2023 appeal; appealed timely was not worked by staff timely; 0.05 acre septic drainfield lot
4214-30-2872-0000	66 S Lanmplighters Walk	\$327,385	\$293,113	(\$34,272)	2023 appeal; appealed timely was not worked by staff timely; Incorrect Story Height
3283-43-0742-0000	47 Mallard Ln	\$181,706	\$129,883	(\$51,823)	2023 appeal; appealed timely was not worked by staff timely; DOT Bypass drainage parcel infuence
3283-43-1414-0000	Land only No Address	\$15,216	\$4,500	(\$10,716)	2023 appeal; appealed timely was not worked by staff timely; Landlocked by DOT parcels
3283-43-3810-0000	Land only No Address	\$15,216	\$4,500	(\$10,716)	2023 appeal; appealed timely was not worked by staff timely; Landlocked by DOT parcels
3283-43-2623-0000	Land only No Address	\$15,216	\$4,500	(\$10,716)	2023 appeal; appealed timely was not worked by staff timely; Landlocked by DOT parcels
4223-14-6849-0000	Land only No Address	\$194,689	\$122,737	(\$71,952)	2023 appeal; appealed timely was not worked by staff timely; Access Easement and beside Power Station
4235-56-0058-0000	106 Mesa Ln	\$490,738	\$270,869	(\$219,869)	2023 appeal; appealed timely was not worked by staff timely; House was encoded twice
3222-89-6897-0000	201 Gooseneck Rd W	\$417,361	\$392,066	(\$25,295)	2023 appeal; appealed timely was not worked by staff timely; Incorrect Exterior Wall Code
2298-76-5716-0000	1914 Malpass Corner Rd	\$373,102	\$273,102	(\$100,000)	2023 appeal; appealed timely was not worked by staff timely; 5 acres as homesite corrected to 1 ac
4214-67-2800-0000	822 Wildwood Circle	\$57,495	\$54,985	(\$2,510)	2023 appeal; appealed timely was not worked by staff timely; Removed Outbuildings that were demo'd
3283-33-4981-0000	221 Holiday Dr	\$135,011	\$74,599	(\$60,412)	2023 appeal; appealed timely was not worked by staff timely; \$/sq ft adjusted for DWMH 1.5 dwelling factor
4215-37-9712-0000	Lot 31 Gold Coast Dr	\$4,333	\$4,333	\$0	2023 appeal; appealed timely was not worked by staff timely; No value change; already consistent
4215-47-3742-0000	Lot 35 Gold Coast Dr	\$9,103	\$5,379	(\$3,724)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4215-47-2759-0000	Lot 34 Gold Coast Dr	\$8,989	\$4,869	(\$4,120)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4215-47-1841-0000	Lot 33 Gold Coast Dr	\$9,140	\$4,918	(\$4,222)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4215-47-0728-0000	Lot 32 Gold Coast Dr	\$9,140	\$4,401	(\$4,739)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4215-47-4199-0000	Lot 5B Gold Coast Dr	\$8,980	\$4,670	(\$4,310)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4215-47-5472-0000	Lot 39 Gold Coast Dr	\$9,067	\$4,534	(\$4,533)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4215-47-5472-0000	Lot 38 Gold Coast Dr	\$9,067	\$4,534	(\$4,533)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable adjusted for consistency
4225-96-3912-0000	Land only No Address	\$196,896	\$15,600	(\$181,296)	2023 appeal; appealed timely was not worked by staff timely; Unbuildable-Wetlands
3282-31-4539-0000	13175 US HWY 17	\$183,430	\$150,616	(\$32,814)	2023 appeal; appealed timely was not worked by staff timely; Dwelling changed to unsound will be torn down
3373-80-8685-0000	13342 NC HWY 53 E	\$307,191	\$192,745	(\$114,446)	2023 appeal; appealed timely was not worked by staff timely; Remodel only 50% complete
3239-08-5753-0000	701 Stag Park Rd	\$81,196	\$33,593	(\$47,603)	2023 appeal; appealed timely was not worked by staff timely; Storm Damage not repaired Sub Floor Damage
4245-22-0458-0000	103 B Egret Landing	\$219,102	\$217,037	(\$2,065)	Clerical Error on sketch; data entry error on permit PRC
3236-49-1579-0000	4931 US 117 HWY S	\$191,782	\$176,484	(\$15,298)	Clerical Error; data entry error (finished vs unfinished attic on permit PRC)
4214-52-2667-0000	103 Srystal Moon Away	\$737,450	\$481,070	(\$256,380)	Clerical Error; data entry error (3 story should have been 1 story on permit PRC)
3233-00-1716-0000	61 Gander Ln	\$403,448	\$343,198	(\$60,250)	Clerical Error; data entry error (3 story should have been 1 story on permit PRC)
3204-98-7455-0000	266 Pine Village Rd	\$270,266	\$255,811	(\$14,455)	Clerical Error; data entry error (finished vs unfinished attic on permit PRC)



Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: November 6, 2023

SUBJECT: Approval of Sole Source vendor for the purchase of equipment from Avail Forensics, LLC.

SUMMARY:

Pender County Sheriff's Office requests approval of Sole Source(multi-year) vendor Avail Forensics for the purchase of Forensic equipment to be used retrieve data from cellphones and computers.

ACTION REQUESTED:

Approval of Sole Source vendor for the purchase of equipment from Avail Forensics, LLC.



Roy Brandenburg
Pender County Sheriff's Office
605 E. Fremont St
Burgaw NC 28425
roy.brandenburg@pendersheriff.com 910-772-3009

October 13th, 2023

This letter identifies AVAIL Forensics (AF), as the sole developer, builder, and distributor of the DAVE line of digital forensics hardware and tools, including but not limited to the AF-DWKS and AF-DFL4S-17 including our Standard 3/5-year Maintenance on all custom hardware. These products are all custom to maximize Digital Forensics Software performance and data integrity. The FULL Forensic laptops and Forensic Desktop workstations are key for mass data sifting, collections and compiling that data into reports or actionable intelligence. We also achieve this mission with supplying the Cellebrite UFED products. Our hardware is the only product on the market that includes both cellphone and computer extraction capabilities and custom-built hardware. AF is incorporated in state of Nevada with U.S. operations based in Wilmington, NC. AF has been selling and supporting direct for the past 18 years and we do not have any resellers of our product line.

The DAVE "FT" Field Triage Pelican kit is the only FAA carry on approved triage kit with both cellphone and computer forensics extraction capabilities within the same kit. We use a handheld, cellular exploitation device worldwide that requires no PC or associated phone drivers unless you purchase the PC version. The system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/ call histories off the SIM/USIM for rapid analysis. The system supports all the major technologies (TDMA, CDMA, GSM, iDEN) including, Smartphone operating systems and PDAs (Apple iPhone, BlackBerry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide and over 90,000 units sold worldwide and hundreds of thousands of end-users.

AVAIL FORENSICS proudly builds, markets, sells, and services all their products and is looking forward to having your agency join us in using the very best forensics tools developed and distributed in the world. We built from scratch all our custom to order hardware and kits. We are proud of the fact that we have the **ONLY** single field triage kit on the market that will allow for the complete retrieval of DF evidence to help solve cases faster, ***"turning case evidence into case intelligence"***.

With gratitude, your partners in forensic crime solving for a combined 50+ years,

Troy J. Vasos
President
AVAIL Forensics (877) 888-5895 ext: 100 or (910) 264-5502





Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: November 6, 2023

SUBJECT: Approval of Sole Source (Multi-year) vendor Motorola Solutions for Annual Preventative Maintenance on Portable and Mobile radios.

SUMMARY:

Pender County Sheriff's Office is requesting the approval of Sole Source (Multi-year) vendor Motorola Solutions to be used for Annual Preventative Maintenance for the Portable and Mobile radios. This vendor is used for the purchase and the preventative maintenance on the radios each year.
Annual maintenance is budgeted for each year.

ATTACHMENTS:

Approval of Sole Source (Multi-year) vendor Motorola Solutions for Annual Preventative Maintenance on Portable and Mobile radios.



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000796434
Contract Modifier:

Date: 18-AUG-2023

Company Name: Pender County Sheriff Dept
Attn.: Jackie Ezzell
Billing Address: 605 E Fremont St
City, State, Zip Code: Burgaw, NC 28425
Customer Contact: Jackie Ezzell
Phone: 910-259-2148

P.O.#: N/A
Customer #: 1036177641
Bill to Tag#: 0001
Contract Start Date: 01-AUG-2023
Contract End Date: 31-JUL-2024
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV00S00570A	***** Recurring Services ***** SFS LOCAL PICKUP & DELIVERY COVERAGE	\$582.51	\$6,990.00
	LSV01Q00324A	DEVICE PREVENTATIVE MAINTENANCE	\$1,371.78	\$16,461.59
	LSV01S00019A	ASTRO ESSENTIAL SERVICE RENEWAL	\$14.66	\$176.00
			Sub Total	\$1,968.97
			Taxes	\$95.92
			Grand Total	\$2,064.88
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	
This contract covers Motorola handling/processing warranty repairs through Motorola Depot. Annual preventative maintenance with firmware update. 2 radios received 1 year of extended warranty coverage. Covered serial numbers are included in this contract.				

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	#__1__
Remote Security Update Service (RSUS)	☐	☐	#__1__
Managed Detection and Response (MDR)	☐	☐	#__1__

* Service Opt-Out – I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter a reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

David Anderson County Manager 8/28/22
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

David Andrews
CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

SHADWINN BENSON

MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Revised Sep 3, 2022

Company Name : Pender County Sheriff Dept
Contract Number : USC000796434
Contract Modifier :
Contract Start Date : 01-AUG-2023
Contract End Date : 31-JUL-2024

Revised Sep 3, 2022

Subscriber Serial Numbers Covered Under This Contract

Serial Number	Description
426CWZ3576	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3591	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3596	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3592	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3597	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3599	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3602	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3601	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3607	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3590	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3589	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3586	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3606	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3608	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3582	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3577	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3583	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3594	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3600	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3559	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3560	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3561	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3585	APX 4000 7/800 MHZ MODEL 2 PORTABLE

426CWZ3598	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3578	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3581	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3580	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3562	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3567	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3564	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3574	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3571	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3570	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3603	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3568	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3565	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3572	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3573	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3563	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3541	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3534	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3536	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3540	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3535	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3584	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3537	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3533	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3530	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3529	APX 4000 7/800 MHZ MODEL 2 PORTABLE

426CWZ3532	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3528	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3531	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3538	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3527	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3587	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3593	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3575	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3569	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3566	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3539	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3588	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3604	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3605	APX 4000 7/800 MHZ MODEL 2 PORTABLE
471CTF0061	APX4500 ATO 7/800
471CTF0059	APX4500 ATO 7/800
471CTF0058	APX4500 ATO 7/800
471CTF0055	APX4500 ATO 7/800
471CTF0060	APX4500 ATO 7/800
471CTF0062	APX4500 ATO 7/800
471CTF0057	APX4500 ATO 7/800
471CTB0293	APX4500 ATO 7/800
471CQP0135	APX4500 ATO 7/800
471CST5031	APX4500 ATO 7/800
471CWZ3171	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3097	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3093	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3115	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3110	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3091	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3095	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3179	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3088	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3181	APX4500 ATO 7/800 MHZ REFRESH

471CWZ3162	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3173	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3100	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3180	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3170	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3177	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3169	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3101	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3165	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3176	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3163	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3090	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3087	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3104	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3168	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3092	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3098	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3166	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3085	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3094	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3172	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3099	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3167	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3111	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3178	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3109	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3174	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3189	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3185	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3183	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3186	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3164	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3187	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3175	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3182	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3200	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3192	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3199	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3198	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3190	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3195	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3201	APX4500 ATO 7/800 MHZ REFRESH

471CWZ3197	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3191	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3102	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3188	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3194	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3196	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3193	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3154	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3143	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3113	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3117	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3151	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3150	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3149	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3145	APX4500 ATO 7/800 MHZ REFRESH

471CWZ3142	APX4500 ATO 7/800 MHZ REFRESH
471CVD1271	APX4500 ATO 7/800
471CVD1274	APX4500 ATO 7/800
471CVD1273	APX4500 ATO 7/800
471CVD1275	APX4500 ATO 7/800
471CTF0061	APX4500 ATO 7/800
471CTF0059	APX4500 ATO 7/800
471CTF0058	APX4500 ATO 7/800
471CTF0055	APX4500 ATO 7/800
471CTF0060	APX4500 ATO 7/800
471CTF0062	APX4500 ATO 7/800
471CTF0057	APX4500 ATO 7/800
471CTB0293	APX4500 ATO 7/800
471CQP0135	APX4500 ATO 7/800
426CVD5650	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3366	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5650	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5643	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5648	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5632	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5647	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5645	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CVD5649	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5630	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5640	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3367	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5636	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5639	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5644	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5629	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3364	APX 4000 7/800 MHZ MODEL 2

	PORTABLE
426CTD3283	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5634	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3365	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3363	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3273	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3288	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CTD3271	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3280	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3282	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3286	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3276	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3289	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3278	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3284	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3275	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3287	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3290	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3277	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3285	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3281	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3279	APX 4000 7/800 MHZ MODEL 2

	PORTABLE
426CWZ3576	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3596	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3592	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3599	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3602	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3587	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3601	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3607	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3589	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CWZ3577	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3583	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3594	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3600	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3559	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3560	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CWZ3578	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3585	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3575	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3581	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3580	APX 4000 7/800 MHZ MODEL 2

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426CWZ3562	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3567	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3569	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3574	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3571	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3570	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3566	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CWZ3536	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3540	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CWZ3584	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3533	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3530	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3529	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3532	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3539	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3528	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3531	APX 4000 7/800 MHZ MODEL 2

	PORTABLE
426CWZ3538	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3527	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3604	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3593	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3597	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3590	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3564	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CWZ3588	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CWZ3591	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CVD5650	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5643	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5648	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CVD5645	APX 4000 7/800 MHZ MODEL 2 PORTABLE
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426CVD5630	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5640	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3367	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5636	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5639	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5634	APX 4000 7/800 MHZ MODEL 2

	PORTABLE
426CVD5644	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5629	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3364	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3273	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3365	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CXM3363	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3283	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3288	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3579	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CWZ3595	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CVD5633	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3274	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3271	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3280	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3282	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3286	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3276	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3284	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3277	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3275	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3289	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3287	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3290	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3285	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3278	APX 4000 7/800 MHZ MODEL 2 PORTABLE
426CTD3281	APX 4000 7/800 MHZ MODEL 2

	PORTABLE
426CTD3279	APX 4000 7/800 MHZ MODEL 2 PORTABLE
471CST5031	APX4500 ATO 7/800
471CWZ3091	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3097	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3093	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3100	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3115	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3110	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3109	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3111	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3118	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3108	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3120	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3088	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3119	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3121	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3105	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3114	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3113	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3117	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3106	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3116	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3152	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3159	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3087	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3161	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3158	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3154	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3148	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3153	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3147	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3146	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3143	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3156	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3144	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3101	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3155	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3160	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3151	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3150	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3149	APX4500 ATO 7/800 MHZ REFRESH

471CWZ3145	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3142	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3086	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3098	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3187	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3102	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3182	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3196	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3200	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3192	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3199	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3179	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3166	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3172	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3167	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3178	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3171	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3170	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3089	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3176	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3177	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3175	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3169	APX4500 ATO 7/800 MHZ REFRESH

471CWZ3163	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3090	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3092	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3094	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3099	APX4500 ATO 7/800 MHZ REFRESH
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471CWZ3183	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3162	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3085	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3095	APX4500 ATO 7/800 MHZ REFRESH
471CWZ3112	APX4500 ATO 7/800 MHZ REFRESH
471CVD1274	APX4500 ATO 7/800
471CVD1273	APX4500 ATO 7/800
471CVD1275	APX4500 ATO 7/800
471CVD1271	APX4500 ATO 7/800

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

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excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

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termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

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During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

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Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: November 6, 2023

SUBJECT: Approval to increase Purchase Order for Batteries of NC in the amount of \$25,000.

SUMMARY:

Pender County Sheriff's Office is requesting to increase the Purchase Order for Batteries of NC for the upfit of vehicles in the amount of \$25,000. These funds are budgeted for and will come from account 510-407403.

ACTION REQUESTED:

Approval to increase Purchase Order for Batteries of NC in the amount of \$25,000.



Pender County Consent Agenda

TO: Board of County Commissioners

FROM: Sharon Willoughby

DATE: November 6, 2023

SUBJECT: Approval of a Purchase order for Annual Software Licensing and Maintenance \$40,000.00

SUMMARY:

Annual Software Licensing and Maintenance to Courthouse Computer Systems for \$40,000.00. FY 23/24

ACTION REQUESTED:

Approval of a Purchase Order for Annual Software Licensing and Maintenance to Courthouse Computer Systems for \$40,000.00. FY 23/24

Courthouse Computer Systems – Software as a Service Agreement

AGREEMENT made by and between Courthouse Computer Systems, Inc., (“Licensor”) and the Pender County Register of Deeds office (“Licensee”).

The “Agreement” covers data conversion, licensing, software support and website maintenance for a contract period of May 1st 2015 through June 30th 2020 as outlined below:

1. Definitions

- 1.1. “Designated Environment” means the computer equipment currently in place in the office
- 1.2. “Error” means a material failure of the Software to function in conformity with the Specifications
- 1.3. “Licensed Copies” means the number of copies of the Software being licensed to the Licensee
- 1.4. “Location(s)” means the Licensee office at Howard Holly Building, 300 E. Fremont St. Burgaw, NC 28425
- 1.5. “Office” means the Pender County Register of Deeds office.
- 1.6. “Software” refers to any of the supported software modules defined in section two of this Agreement.

2. Software Modules Included

- Fee Collection and Document Recording
- Document Indexing
- Document Imaging
- Public Inquiry
- Online Inquiry (Web)
- Fee Reporting
- Marriage License Issuance
- Online Marriage License and Marriage Kiosk
- Vital Records Indexing and Imaging
- Electronic Recording
- Backup and Conversion Protection

Functionality incorporated within these software modules includes, but is not limited to:

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.
2. The seamless integration of Point Of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by controlling



the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

3. The immediate accessibility of recorded documents for in-office retrieval. If desired, original documents may be scanned immediately for viewing on retrieval stations throughout the office.
4. The automatic generation of monthly reports that reference the complete set of financial data maintained in the system.
5. The ability to print traditional index books on-demand.
6. The ability to print traditional document books on-demand.
7. The ability to back-index and back-scan vital records.
8. The ability to back-scan document books.
9. Licensor will maintain the software in compliance with the existing North Carolina Standards for Indexing Real-Property Documents, effective July 1st, 2012.

3. Services Provided by Licensor

1. Data Conversion – The Licensor will convert all existing TIFF document for inclusion in the Document Imaging software module. Licensor will also convert and load all indexing data from the existing software system. One hundred and twenty hours of document image conversion and computerized index data conversion is included as part of the Agreement. Licensor warrants that it will justify in writing all hours spent on data conversion that are above one hundred and twenty hours and that the total of such hours must be reasonable.
2. Website Maintenance - The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.
3. Telephone Support - The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (9:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority. Licensor endeavors, but does not guarantee, to respond to all non-critical issues within one business day.
4. Remote Support –Licensor will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensor to perform system troubleshooting and make certain updates or configuration changes more quickly.
5. Additional Services – The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to, redaction management, digital image to microfilm conversion, automated fraud

detection notification, back-file document scanning, and custom software development.

4. Licensee Responsibilities

1. Licensee shall allow Licensors to possess a master administrative password allowing access to the Software and Licensee's system as is necessary to complete Licensors' responsibilities under this Agreement.
2. Licensee shall periodically complete a total backup of all databases maintained by the office.
3. Licensee shall permit free and full access, including secure remote access, to the system as is necessary for Licensors to provide service.
4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.
5. Licensee shall provide remote connectivity so that Licensors can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

5. Loaner Equipment

1. During the installation of software in the office, the Licensors may loan computer equipment to assist in the transition. All equipment provided by the Licensors remains the property of the Licensors. Any loaner equipment provided by the Licensors will be done so free of charge.

6. Software License

Licensors grants Licensee a non-exclusive, non-transferable license to use up to six copies of the CCS Workstation Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. Licensors grants Licensee a non-exclusive, non-transferable license to use up to eight copies of the CCS Search Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensors. Licensee agrees to not make unauthorized copies of the Software and Documentation.

Licensee maintains full and irrevocable rights to the data and images maintained within the system. Licensee has the authority to convert this data to a different system at the Register of Deeds sole discretion.

7. Proprietary Rights

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensors, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

8. Confidentiality

8.1 Confidential Information



“Confidential Information”, shall mean the Software, Documentation, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that, subject to the North Carolina public records laws, it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information.

8.2 Unauthorized Disclosure

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

9. Warranty

9.1 Operation

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor

9.2 Correction

In the event that Licensee notifies Licensor of an Error during the Agreement Period, Licensor’s sole liability, and Licensee’s sole remedy, will be Licensor’s use of reasonable efforts to correct such Errors or, in Licensor’s sole discretion, to refund a portion of the prepaid Price applicable to the portion of the Software which is defective.

10. Price

For the Software Licenses and Services outlined in this Agreement, Licensee agrees to pay Licensor an annual maintenance fee of \$40,000 and no cents. This annual fee will not increase for the term of this agreement. The maintenance cost is inclusive of software licensing, system implementation, initial training, Internet system configuration, and software maintenance. Annual maintenance fees are due on July 1st of each fiscal year, with the first of five annual payments for this contract period being due on July 1st, 2015.

The anticipated “Go-Live” date for the proposed system is prior to July 1st, 2015. . During the time period between the actual “Go-Live” date and the July 1st, 2015 start of

the next fiscal year, Courthouse Computer Systems will not charge Pender County a maintenance fee.

Additional allotments for initial data conversion that are above the included one hundred twenty hours will be provided on a time and materials basis of \$125 per hour.

11. Optional Additional Services

11.1 Customization

Additional time allotments for software customization are available on a time and materials basis of \$150 per hour.

12. Term and Termination of Agreement

12.1 Termination and Remedy

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

12.2 Breach

The Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License.

12.3 Cessation of Use

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or destroy all copies of such materials residing in computer memory. Licensor shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information during normal business hours. Licensee shall, within ten days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted, and destroyed.

12.4 Non-Appropriation

Licensor acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensor of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensor of such limitation or change in Licensee's legal authority

13. Renewal

After the initial term of this Agreement ends on June 30th 2020, the Agreement will renew automatically for two (2) subsequent terms of one year covering a time period of July 1st through June 30th. Licensor shall notify Licensee sixty days in advance of the July 1st renewal date of any changes to the Agreement. Acceptance will be assumed if the Licensee does not notify Licensor at least thirty days prior to the renewal date of their intention to not renew the Agreement.

14. Validity

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

15. Survival

Sections 6, 7, and 8 shall survive the termination of this Agreement for any reason.

16. Entire Agreement

This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

LICENSOR:

Charles A. Roederer, III
Signature

Charles A. Roederer, III
Name

President
Title

6-30-2015
Date

LICENSEE:

Sharon Willoughby
Signature

Sharon Willoughby
Name

Register of Deeds
Title

5-20-2015
Date
Approved by BOCC
4-20-15

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

Sylvia S. Blanson
Signature of Finance Officer

6-19-15
Date

Code



Pender County Consent Agenda

TO: Board of County Commissioners
FROM: Sharon Willoughby
DATE: November 6, 2023
SUBJECT: Refund of Overpayment of Excise Tax

SUMMARY:

North Carolina General Statute 105-228.37 sets forth the procedure for requesting a refund of overpayment of excise tax. The statute states a taxpayer who pays more than is due may request a refund by filing a written request for a refund with the Board of County Commissioners of the county where the tax was paid, and must explain why the taxpayer believes a refund is due.

On September 7, 2023, a Deed was submitted electronically for recording by the Law Office of J.C. Hearne, II. The Deed, recorded in book 4820 page 2388 reflects \$520 to be paid in excise tax, which was collected at the time of recording.

On October 10th the Law Office of J.C. Hearne, II submitted an Affidavit of Correction, recorded in Book 4823 Page 99. The Affidavit of Correction reflects \$135 in excise tax that should have been on the original deed recorded.

The Law Office of J.C. Hearne, II is now requesting a refund in the amount of \$385

ACTION REQUESTED:

To consider a refund of overpayment of excise tax of \$385 to J.C. Hearne, II Attorney at Law.

J.C. HEARNE, II
ATTORNEY AT LAW
265 RACINE DRIVE, SUITE 104
WILMINGTON, NORTH CAROLINA 28403

J.C. HEARNE, II
JCH@JCHEARNELAW.COM
BOARD CERTIFIED SPECIALIST IN REAL PROPERTY LAW:
RESIDENTIAL, COMMERCIAL, BUSINESS AND
INDUSTRIAL TRANSACTIONS

MAILING ADDRESS
POST OFFICE BOX 179
WILMINGTON, NC 28402
TELEPHONE (910) 313-3336
FACSIMILE (910) 798-9294

September 8, 2023

VIA U.S. Mail

Pender County Finance Department
805 South Walker Street
Burgaw, NC 28425

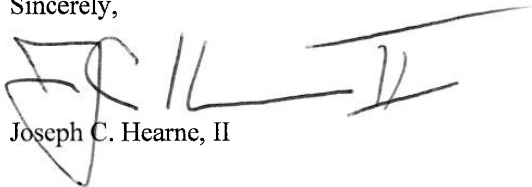
Re: Request for Refund of Overpayment of Excise Tax

Dear Sir or Madam,

This letter is to formally request your consideration for a refund in the amount of \$385.00 as the result of an error in revenue stamps. I have enclosed a copy of the recorded deed showing the amount of \$520.00 which is incorrect. I have also enclosed a copy of the settlement statement showing the correct amount of \$135.00, as based on the sale price of \$67,275.00.

Please do not hesitate to contact me should you require further information.

Sincerely,

A handwritten signature in black ink, appearing to read "JC HEARNE II", with a large, stylized flourish extending from the end of the signature.

Joseph C. Hearne, II

Enclosures

BK 4823 PG 99 - 99 (1) DOC# 20121112
This Document eRecorded: 10/10/2023 11:17:24
Fee: \$26.00 DocType: CORR AFDVT Tax: \$0.00
Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR
[N.C.G.S. 47-36.1]

Prepared by: J.C. Hearne, II

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the North Carolina General Warranty Deed recorded on September 7, 2023 in Book 4820, Page 2388, Pender County Registry, by and between Southeast Custom Homes, Inc., Grantor and Stevens Building Company, Grantee contained the following *typographical or other minor error*:

The Excise Tax of \$520.00 is incorrect.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

The Excise Tax should read \$135.00.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- ☒ Drafter of original instrument being corrected
☒ Closing attorney for transaction involving instrument being corrected
☐ Attorney for grantor/mortgagor named above in instrument being corrected
☐ Owner of the property described in instrument being corrected
☐ Other (Explain: _____)

A copy of the original instrument (in part or in whole) () is ☒ is not attached.

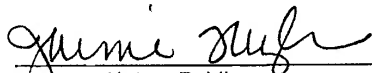

Signature of Affiant
Print or Type Name: Joseph C. Hearne, II

State of North Carolina County of New Hanover

Signed and sworn to (or affirmed) before me, this the 9th day
of October, 2023.

My Commission Expires:

May 2, 2024


Notary Public

(Affix Official/Notarial Seal)

Jaime Taylor
NOTARY PUBLIC
New Hanover County, NC
My Commission Expires May 02, 2024

Submitted electronically by "J.C. Hearne, II, Attorney at Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds

BK 4820 PG 2388 - 2390 (3)
This Document eRecorded:
Fee: \$26.00 DocType: DEED
Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

DOC# 20119883
09/07/2023 12:21:02 PM
Tax: \$520.00

Excise Tax \$520.00
Parcel No.: 3214-05-8628-0000

Delinquent taxes, if any, to be paid by Closing Attorney to the Pender County Tax Collector upon disbursement of closing proceeds.

This instrument was prepared by: Bailey & Busby, PLLC - HAMPSTEAD OFFICE
Return to: **J.C. Hearne, II, Attorney at Law**

Brief description for Index:

Lot 40, Wanet Landing, Phase 2

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this the 6th day of September, 2023, by and between:

"GRANTOR"

Southeast Custom Homes, Inc.
A North Carolina Corporation
233-A Merchants Circle, Suite 100
Hampstead, NC 28443

"GRANTEE"

Stevens Building Company
A North Carolina Corporation
2922 Orville Wright Way Suite 110
Wilmington, NC 28405

*All or a portion of the property herein conveyed does not include
the primary residence of a Grantor.*

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Submitted electronically by "J.C. Hearne, II, Attorney at Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds.

1 | Page

WITNESSETH

The Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the County of Pender, State of North Carolina, and more particularly described as follows:

Lot 40, as depicted on plat entitled "WANET LANDING SUBDIVISION - PHASE 2", recorded in Map Book 72 at page 101-102 to which reference is made for complete description, being a portion of the property conveyed to Southeast Custom Homes, Inc. by deed recorded in Book 4607 at page 2955, Pender County.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

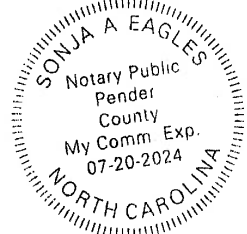
Title to the property hereinabove described is subject to the following exceptions:

- (1) Ad valorem taxes for 2023 and subsequent years;
- (2) General utility service easements and rights of way of record;
- (3) Matters shown on maps recorded in the local County Registry;
- (4) Applicable local, county, state or federal government laws or regulations relative to environment, zoning, subdivision, occupancy, use or construction of the subject property;

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, the day and year first above written.

Southeast Custom Homes, Inc.

BY: Charles M. Elam II
Charles Elam II, President

State of North Carolina County of Pender	NOTARY SEAL:
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: <u>Charles Elam II, signing on behalf of</u> <u>Southeast Custom Homes, Inc. as</u> <u>President.</u>	
Witness my hand and Official Seal on this Date shown. <u>Sonja A. Eagles</u> Date: <u>9/5/23</u> Notary Public	My Commission Expires: <u>07/20/24</u>



Pender County 2024 Calendar Regular Meetings

TO: Board of County Commissioners
FROM: Alexis Stanfield
DATE: November 6, 2023
SUBJECT: 2024 Calendar Regular Meetings

SUMMARY:

The Calendar Year 2024 Board of County Commissioners meeting dates.

ACTION REQUESTED:

Adopt the Calendar Year 2024 Board of County Commissioners meeting dates.

**2024 CALENDAR
REGULAR MEETINGS
PENDER COUNTY BOARD OF COMMISSIONERS**

DAY	DATE	TIME
Tuesday	January 2	4:00 p.m.
Tuesday (Hampstead Annex)	January 16	4:00 p.m./7:00 p.m.
Monday	February 5	4:00 p.m.
Tuesday	February 19	4:00 p.m./7:00 p.m.
Monday	March 11	4:00 p.m./7:00 p.m.
Thursday (Hampstead Annex)	March 14 (Board Retreat – Day 1)	4:00 p.m.
Friday (Hampstead Annex)	March 15 (Board Retreat – Day 2)	9:00 a.m.
Monday	April 1	4:00 p.m.
Monday	April 15	4:00 p.m./7:00 p.m.
Monday	April 29 (Budget Work Session)	4:00 p.m.
Thursday	May 2 (Budget Work Session)	4:00 p.m.
Monday	May 6	4:00 p.m.
Thursday	May 9 (Budget Work Session)	4:00 p.m.
Monday (If Needed)	May 13 (Budget Work Session)	4:00 p.m.
Monday	May 20	4:00 p.m./7:00 p.m.
Monday	June 3	4:00 p.m.
Monday	June 17	4:00 p.m./7:00 p.m.
Monday	July 15	4:00 p.m./7:00 p.m.
Monday	August 5	4:00 p.m.
Monday	August 19	4:00 p.m./7:00 p.m.
Tuesday	September 3	4:00 p.m.
Monday	September 16	4:00 p.m./7:00 p.m.
Monday	October 7	4:00 p.m.
Monday (Hampstead Annex)	October 21	4:00 p.m./7:00 p.m.
Monday	November 4	4:00 p.m.
Monday	November 18	4:00 p.m./7:00 p.m.
Monday	December 2	4:00 p.m./7:00 p.m.

Note: All Meetings Held at Pender County Public Assembly Room, 805 South Walker Street, Burgaw, Unless Otherwise Advertised.



Pender County October 2, 2023, BOCC Meeting Minutes

TO: Board of County Commissioners
FROM: Alexis Stanfield
DATE: November 6, 2023
SUBJECT: October 2, 2023, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes from the October 2, 2023, BOCC meeting.

ACTION REQUESTED:

Approval of minutes

ATTACHMENTS:

Minutes



MINUTES
Board of County Commissioners Meeting
Monday, October 2, 2023 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

Fred McCoy
Jacqueline A. Newton
Jerry Groves
Wendy Fletcher-Hardee
Brad George

MEMBERS ABSENT:

OTHERS PRESENT:

David Andrews, County Manager
Trey Thurman, County Attorney
Patrick Buffkin, Staff Attorney
Lexi Stanfield, Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

1.1 Chair Newton called the meeting to order at 4:00PM.

2 INVOCATION

2.1 Vice Chair Hardee gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to adopt the agenda.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			

Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC COMMENT FOR AGENDA ITEMS

7 PUBLIC INFORMATION

7.1 Resolution Honoring Sarah G. Woolard Upon Earning the Girl Scout Gold Award

Patrick Buffkin, Staff Attorney, presented Sarah G. Woolard with an honorary resolution for her achievement of receiving the Gold Award, the highest award a Girl Scout can receive. Ms. Woolard received this award for her Take Action Project. Ms. Woolard focused her project on raising awareness of the effects of social isolation on residents of skilled nursing facilities. Ms. Woolard was asked by the Board to speak on her experience throughout this project and why she picked this topic. The Board took a picture with Ms. Woolard and her parents.

7.2 Focus Broadband - Pender County Grant Update

Kris Ward, Business Development Director of Focus Broadband, presented the Board a grant update. Ward first spoke about the USDA Reconnect project. The USDA granted Focus Broadband \$21.6 million in 2020 for this project. Focus Broadband is contributing \$7.2 million to this project as well. Work in Burgaw and Wallace phases are to begin in the fourth quarter of 2023. Mapel Hill will likely begin in quarter one of 2024. Majority of this project should be complete by the end of 2024, with total completion estimated by mid-2025. Ward gave a brief overview of the NC Great Grant as well. Focus Broadband won a \$4 million grant from the state in 2022. In addition to this, Broadband and Pender County are each contributing \$547,000 in matching funds. The partnership agreement was finalized in March 2023, allowing Broadband to begin the design and permitting. The first customers are estimated to have service available by March 2024 or sooner. Project completion is estimated by mid-2025. Ward also spoke about current recruiting in Pender County for engineering positions in the new Focus Broadband store opening soon. The store should be open in the Winter of 2023. Ward answered questions from the Board.

7.3 WMPO FY 23 Annual Report Overview

Mike Kozlosky presented the WMPO FY 23 Annual Report overview to the Board. Kozlosky briefly spoke about the history of the WMPO, and the makeup of the establishment I.E., the board, services, etc. Kozlosky reviewed the WMPO organization assessment, long-range planning efforts, board highlights, 2050 metro transportation demand management program, and many other topics. Kozlosky answered all questions from the Board.

7.4 WMPO 2050 Metropolitan Transportation Plan Development and Outreach

Vanessa Lacer from the WMPO presented this item to the Board. The Metropolitan Transportation Plan overview is federally mandated to be adopted by the MTP every five-years. It must be multi-modal (six modes), fiscally constrained, 20-year minimum planning horizon, along with other things. The WMPO 2050 Metropolitan Transportation Plan Development and Outreach will be used by federal, state, and local government to guide transportation projects in our region over the next 25-years. Lacer went over the August 2022-November 2025 timeline. Lacer answered questions from the Board.

8 CONSENT AGENDA

8.1 BOA to close Country Court Account and Transfer Funds from the General County Fund to the Pender County Housing Authority Fund.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to Approve the Consent Agenda.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

8.2 Approval of a Purchase Order for the Central Square (Zuercher) Annual Subscription and Annual Maintenance fee in the amount of \$95,407.63.

8.3 Approval of Budget Amendment for the transfer of revenue funds from

insurance claims in the amount of \$12,572.75.

- 8.4 Approval of a Purchase Order to McGill for sludge removal at the WWTP in FY24 for \$50,000
- 8.5 August 21, 2023, BOCC Meeting Minutes
- 8.6 September 5, 2023, BOCC Meeting Minutes
- 8.7 September 12, 2023, BOCC/PB Joint Meeting Minutes
- 8.8 Personal Property Release Requests
- 8.9 Motor Vehicle Releases and Refunds
- 8.10 Approval of a Budget Amendment to close out project budgets in Fund 60 CIP fund
- 8.11 Approval of Resolution Authorizing Sale of Surplus Personal Property by Public Auction
- 8.12 Consideration of Approval of a Contract with Pond & Company for Design, Engineering, and Construction Administration for Central Pender Park

9 APPROVALS AND RESOLUTIONS

10 DISCUSSION

11 APPOINTMENTS

11.1 Re-appointments to the Advisory Board of Health

Lexi Stanfield, Clerk, presented this item to the board. Stanfield gave the background information all applicants. Stanfield answered any questions from the Board. The board voted to waive Rule 32, section C of the Board of Commissioners' Rules of Procedure and reappoint Kimberly Collins and Jan Dawson to the Advisory Board of Health for the Nurse and Public Member position, respectively. The Board also voted in favor to reappoint Denise Houghton for the optometrist position and appoint Bonita Pyler for the second available Public Member position.

Moved by Brad George, seconded by Fred McCoy

The Board voted to approve the reappointment of three applicants and the appointment of one new applicant.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			

Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

11.2 Re-appointment to the Parks and Recreation Board

Lexi Stanfield, Clerk, presented this item to the board. Stanfield gave the background information all applicants. Stanfield answered any questions from the Board. The Board voted unanimously to reappoint Jamie Moore for the At-Large position and Daniel Price for the District Five Representative position.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve the reappointments.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

13.1 Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Bridgewater Landing

James Proctor, Public Utilities Deputy Director, presented this item. A subdivision was built and has been given approval to be turned over to Pender County. Proctor went over the process it took to get the subdivision ready to be transferred over to the County and answered questions from the Board.

Moved by Fred McCoy, seconded by Brad George

*Motion to Approve Accepting the Deed of Dedication of Water
Distribution System for Bridgewater Landing*

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

- 19.1 Carol Highsmith requested the original document(s) for the Broadband Internet. The Board advised her to speak with Kris Ward from Broadband.
- 19.2 Larry Highsmith also appeared before the Board to discuss Broadband Internet.
- 19.3 Cheryl Highsmith appeared before the Board to request a map of county water in Pender County.

**20 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER,
ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS**

- 20.1 Trey Thurman, County Attorney, requested the Board go into closed session pursuant to item three (3) Attorney Client Privilege including the case Coastal Pines vs Pender County 22 CVS 1029 and item six (6) Personnel.

Commissioner George reminded everyone October is Breast Cancer Awareness Month.

Commissioner McCoy spoke about the Wallace airport name change.

Vice Chair Hardee expressed her gratitude to be at the meeting and a part of the Board.

Commissioner Groves spoke about tax bills and urged the Board to rethink their approval of the four-year reappraisal cycle.

21 CLOSED SESSION (IF APPLICABLE).

- 21.1 The Board made a motion and went into closed session pursuant to item three (3) Attorney Client Privilege including the case Coastal Pines vs Pender County 22 CVS 1029 and item six (6) Personnel.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to go into closed session.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22 ADJOURNMENT

- 22.1 The meeting was adjourned at 6:47PM.

Moved by Brad George, seconded by Jerry Groves

Motion to adjourn the meeting.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

Board of County Commissioners
October 2, 2023

CARRIED.



Pender County Taxpayer request for release of late penalties

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: November 6, 2023
SUBJECT: Taxpayer request for release of late penalties

SUMMARY:

A Pender County business has requested the Board release the late penalties from their 2023 tax bill. Late penalties are assessed as 10% of the tax bill when any personal property is not listed within the listing period established by NC General Statutes. The taxpayer never returned their listing form for 2023 and is requesting we release the late penalties of \$14,890.73. The letter of request from the taxpayer is included for your review. The reasoning listed by the taxpayer includes staffing and administrative issues that occurred within the organization during this time period. The Tax Office has not received the 2023 listing form from the taxpayer, although the taxpayer contacted the Tax Office after receiving the tax bill with the penalty amount listed. North Carolina G.S 105-312(k) allows the Board the "Power to Compromise"; essentially allowing a Board to decide to compromise, settle, or adjust the county's claim for taxes for such discoveries. This statute only applies to discoveries which also include late listed property.

ACTION REQUESTED:

County staff recommends the Board deny the taxpayer request.

Jeanne Elmore

From: Jessica F. Hudson
Sent: Wednesday, September 27, 2023 4:51 PM
To: Jeanne Elmore
Subject: FW: [External]2023 Property Tax Bill - Filmwerks LLC

From: Tax Collections <taxcollections@pendercountync.gov>
Sent: Wednesday, September 27, 2023 12:47 PM
To: Jessica F. Hudson <jhudson@pendercountync.gov>
Subject: FW: [External]2023 Property Tax Bill - Filmwerks LLC

From: Elle Seger <elles@filmwerks.com>
Sent: Wednesday, September 27, 2023 11:24 AM
To: Tax Collections <taxcollections@pendercountync.gov>
Cc: Elle Seger <elles@filmwerks.com>
Subject: [External]2023 Property Tax Bill - Filmwerks LLC

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

Hi there,

We are in receipt of bill #9B17 for Filmwerks LLC. It was sent to our old address, 589 Carver, which is now Sunbelt Power as this part of our company was sold in 2022. I have updated our address on the county website.

As such, I'm not sure if we are within the appeal period and we wanted to address the late fees on this bill.

We were having multiple staffing and administrative issues, and the employee who was responsible for filing the BPL already had one foot out the door and advised the listing had been completed online. In addition, due to the sale of the power division, many pieces of equipment were disposed of and were no longer on our books as of 12/31/2022. While we have remedied many of the difficulties of that time, there continue to be reminders of what was not done correctly/timely, including the property tax bill. Taking into the account the equipment disposals in 2022, we expected our bill to be much less than prior years.

Filmwerks has always filed the BPPL timely in the past and at no time did we mean to shirk this responsibility. We respectfully request that the late fees of \$13,408 be waived.

Thank you so much for your time and consideration.

Elle Seger

Elle Seger | Asst. Controller
(Direct) 910.475.1233
elles@filmwerks.com
PO BOX 723, Castle Hayne, NC 28429, www.filmwerks.com





Pender County Release Request of Personal Property Value received timely within the appeal period

TO: Board of County Commissioners

FROM: Melissa Radke

DATE: November 6, 2023

SUBJECT: Release Request of Personal Property Value received timely within the appeal period

SUMMARY:

The attached spreadsheet shows all the requested releases for personal property received timely within the 30 day appeal window. These items all have a valid reason, per NC General Statutes for a release as they were either appealed for a value change, or did not have situs in Pender County as of the year the release request is for. It is the recommendation of the Tax Administrator to approve these releases as stated in the spreadsheet.

ACTION REQUESTED:

Approve the attached releases of personal property values received timely within the appeal period as recommended by the Tax Administrator

Property to be released	Value to be released	\$ to be released	Tax year to be released	Reason for release	Recommendation
Mobile Home	1,770	\$239.60	2023	Appealed Value during PP appeal period, MH year was incorrect	Approve
Boat	32,640	\$298.00	2023	Sold in 2022, Bill of Sale provided; no situs in Pender as of 1/1/23	Approve
Mobile Home	1,400	\$233.84	2023	Appealed Value during PP appeal period, MH dilapidated, SW fee removed - nobody living here	Approve
Boat	33,530	\$341.17	2023	No situs in Pender County since 2020; Tax bills provided from New Hanover County as proof	Approve
Boat	33,530	\$331.63	2022	No situs in Pender County since 2020; Tax bills provided from New Hanover County as proof	Approve
Boat	33,530	\$326.59	2021	No situs in Pender County since 2020; Tax bills provided from New Hanover County as proof	Approve
Boat	41,712	\$424.42	2023	Sold; No situs in Pender County since 2022	Approve
Boat	17,149	\$142.33	2023	No situs in Pender County - Situs & proof provided from Iredell County	Approve
Boat	15,800	\$163.38	2023	Sold in 2022, Bill of Sale provided	Approve
Boat	139,748	\$1,275.90	2023	Sold in 2022, Bill of Sale provided	Approve
Boat	37,664	\$389.44	2023	Sold in 2022, Proof provided by Wildlife situs now in Onslow County	Approve
Boat	17,035	\$173.33	2023	Sold in 2022, Proof provided by Wildlife situs now in New Hanover County	Approve
Boat	19,805	\$201.51	2023	No situs in Pender County since 2020; Tax bills provided from Onslow County as proof	Approve
Boat	19,805	\$195.86	2022	No situs in Pender County since 2020; Tax bills provided from Onslow County as proof	Approve
Boat	19,805	\$192.90	2021	No situs in Pender County since 2020; Tax bills provided from Onslow County as proof	Approve
Boat	258,588	\$2,391.94	2023	Double listed	Approve
Boat	12,722	\$131.54	2023	Sold in 2022; proof provided by Wildlife situs now in Nash County	Approve
Boat	46,986	\$478.08	2023	Sold in 2022; proof of sale provided; situs now out of state	Approve
Boat	34,081	\$346.78	2023	Sold in 2022; now has situs in Brunswick County	Approve
Boat	62,904	\$574.32	2023	No situs in Pender County as of 1/1/23; situs was out of state	Approve
Business Personal Property	17,708	\$161.68	2023	Double listed under 2 different accounts; this releases one account	Approve
Business Personal Property	37,950	\$388.23	2023	Business Assets moved to Bladen County prior to 1/1/23	Approve
Aircraft	160,000	\$1,543.52	2023	Aircraft moved out of Pender County in Nov 2022	Approve



Pender County Present Use Value Release Request

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: November 6, 2023
SUBJECT: Present Use Value Release Request

SUMMARY:

The taxpayer filed the present use value application timely and, if processed by staff prior to the 2023 billing, would have received the present use value deferment as the tract of land does qualify per NC statutes and guidelines. Due to staffing and other internal issues in the tax office, the application was not processed by staff until after 2023 billing. It is the recommendation of the Tax Administrator to approve the release of 57,328 in value for the deferment due to the present use value program. The total released amount would be \$533.15.

ACTION REQUESTED:

Approve the release of 57,328 in value; amount of \$533.15 as recommended by the Tax Administrator



Pender County Motor Vehicle Releases and Refunds

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: November 6, 2023
SUBJECT: Motor Vehicle Releases and Refunds

SUMMARY:

This list includes all motor vehicle refund and releases processed through the NCVTS system with DMV. These refunds and releases result from prorations of tax due to the return of a NC license plate to the DMV office (usually for vehicles/trailers that have been sold, totaled, gifted to new owner, wrong situs address, approved for exemption, etc). NC DMV has also approved these refunds, Board action allows Pender County to issue checks back to the owner.

The refunds and releases shown are recommended for approval by the Pender County Tax Office.

ACTION REQUESTED:

Approve the NC motor vehicle release and refunds shown.

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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2022	CRUSE, NIKITA	289082577	160.42	SOLD
2022	GALGAY, BRANDON VINCENT	289519122	393.18	MILTRY EXEMPT
2022	GRAMLICH, CHRISTOPHER	289820352	333.17	SOLD
2022	GREENE, RORKE AMBROSE	387483308	179.88	SITUS
2023	GURGANUS, MARCUS KING	384930528	161.63	SITUS
2022	HARE ASIAN TRADING COMPANY	289821951	225.64	SOLD
2022	JAZWINSKI, CATHERINE	289524573	233.37	SOLD
2022	KIDD, KALEY MCCOY	290365806	399.68	MILTRY EXEMPT
2022	LAWRENCE, THOMAS NEIL CAPPS	289730946	214.28	SOLD
2022	MATTISON, ANNELENA KRAGH	386025564	126.20	SITUS
2023	MYSLOW, MATTHEW	386025068	155.77	SITUS
2022	NORRIS, RONALD EDWIN JR	289821735	223.95	MILTRY EXEMPT
2023	ONSLOW COUNTY TAX OFFICE	290612601	444.12	SITUS
2022	POZUELOS, ELIAS NATHANAEL	289195935	393.37	MILTRY EXEMPT
2022	ROEDER, JASON MICHAEL	290068383	405.99	MILTRY EXEMPT
2023	SNYDER, KATIE LYN	385419636	113.98	SITUS
2022	TUTTLE, CHESTER PHINEAS III	386757152	177.83	SITUS
2022	VEGA, DAVID JONATHAN RAMOS	289730475	383.48	OUT OF STATE

TOTAL REFUNDS OVER \$100

\$4,725.94

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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2022	BILELLO, NICHOLAS A JR	387483628	24.45	SITUS
2022	CRYSEL, CHARLES DAVID	289518654	3.80	SOLD
2022	ESPOSITO, DANIELA VANESSA	289064103	91.27	SOLD
2022	GADDIS, LEIGH MASHON	289730739	40.37	SOLD
2022	GARRETT, GEORGE RICHARD	290488305	54.42	DESTROYED
2022	HANCOCK, JOAN ELIZABETH	289518726	18.36	SOLD
2022	HANKINS, DAVID RANDAL	289523943	10.81	SOLD
2022	HATHAWAY, MICHELLE NICOLE	385419512	81.25	SITUS
2022	KIDD, DUSTIN RAYMOND	290365764	14.48	MILTRY EXEMPT
2022	KIDD, DUSTIN RAYMOND	290365758	93.16	MILTRY EXEMPT
2022	KIDD, DUSTIN RAYMOND	290365761	34.05	MILTRY EXEMPT
2022	MCCLEAVE, SHAYLA LEISHA	290612583	14.60	SOLD
2022	PETTIT, DAVID PAUL	290066940	2.77	SOLD
2022	PICKETT, CARLLEON ZANDER	290488326	25.62	SOLD
2022	RESENDEZ, KENDY	385714276	72.20	SITUS
2022	ROBINSON, JAMIE LYNN	289632834	37.60	SOLD
2022	RUSH, MARK EDWARD	290365965	26.72	DESTROYED
2022	SCHECHTER, MARTIN	387482848	45.51	SITUS

2023	SHACKELFORD, JIMMY ROBERT	387482844	56.17	SITUS
2022	SMITH, HAROLD THEODORE JR	385713528	75.76	SITUS
2023	SPADAFORA, ANTHONY P II	386025588	29.15	SITUS
2022	THE MATTISON FAMILY TRUST	386025600	13.68	SITUS
2022	TUTTLE, CHESTER PHINEAS III	386757624	8.60	SITUS
2022	WEESE, CLARISA ANN	290612574	13.15	SOLD
2022	WELLONS, EDMUND MICHAEL	288698301	68.06	SOLD
2023	WRIGHT, BONNIE JEAN	385419712	44.55	SITUS

TOTAL REFUNDS UNDER \$100	\$1,000.56
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$5,726.50
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Pender County
Release request due to application for
Disabled Veteran processed after billing

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	November 6, 2023
SUBJECT:	Release request due to application for Disabled Veteran processed after billing

SUMMARY:

A taxpayer applied to receive the Disabled Veteran exclusion timely but the application was not processed by staff until after the 2023 billing occurred. The taxpayer would have received the exclusion for the 2023 year if it had been processed prior to billing. Due to this, it is the recommendation of the Tax Administrator that the Board approve the release of 45,000, the amount of value the exclusion calls for which would lead to a release of \$416.26.

ACTION REQUESTED:

Approve the release of 45,000 in value due to the late processing of the Disabled Veteran exclusion application by Tax Office Staff per the recommendation of the Tax Administrator.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Jeremy Drummond

DATE: November 6, 2023

SUBJECT: Approval of Purchase Order for the purchase of a 2020 F-150 XLT truck in the amount of \$42,485.00.

SUMMARY:

Pender County Facilities & Fleet Services is asking for the approval of a purchase order for the purchase of a 2020 Ford F150 to replace an existing vehicle approved for replacement in the FY24 Budget.

These Funds are budgeted funds in FY24.

Funds will be out of account 500-407403.

ACTION REQUESTED:

Approval of Purchase Order for the purchase of a 2020 F-150 XLT 4D Super Crew 4WD in the amount of \$42,485.00.

Capital Ford, Inc.

Government Sales Division

From Jennifer Romano Gov't Sales
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

DATE September 28th 2023
Pender County

FINAL QUOTE

2020 F-150 XLT 4D Super Crew 4WD \$ 42,485.00

Stock Number AB57601
1FTEW1EPXLFB44446
Miles 33108

Total	\$ 42,485.00
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Total

Remit to
jromano@capitalford.com
Capital ford of Raleigh
4900 Capital Blvd
Raleigh NC 27616

2805 Millbrook Road



Raleigh, NC 27616

1-800-849-3166

Fax: 919-790-4648



If you have a vehicle you would like to trade-in, we could assist you via live chat!

Value My Trade

Enter your message

CAPITAL'S GOT IT

CAN'T FIND THE VEHICLE YOU WANT? USE OUR EXCLUSIVE VEHICLE LISTING

2020 F-150 XLT 4D SuperCrew 4WD

Stock #AB57601 | 1361 views



MARKET PRICE:

\$44,995

 Show Carfax

Start The Buying Process

Value Your Trade

Got Questions? Contact Us

Overview



CITY/HWY
18/23 MPG



BODY STYLE
Truck



EXT/INT COLOR
Oxford White/Black

Pre-Owned Ford F-150 in Raleigh NC | AB57601



ENGINE
6 Cylinder

1 Owner

10-Way Power Driver & Passenger Seats

110V/400W Outlet

2-Bar Style Grille w/Chrome 2 Minor Bars

2.7 ECOBOOST

3.55 Axle Ratio

3.73 Axle Ratio

4-Wheel Disc Brakes

500 lbs Payload Package

6 Speakers

8-Way Power Driver Seat

ABS brakes

AM/FM radio



Email



Print

[Download PDF](#)

Text To Phone



Window Sticker

1 Owner, Clean Carfax, Navigation, Apple Carplay/Android Auto, 2.7 ECOBOOST, Equipment Group 302A Luxury, Exterior Parking Camera Rear, Heated Front Seats, Power-Adjustable Pedals, Wheels: 18 6-Spoke Machined-Aluminum, XLT Power Equipment Group, XLT Sport Appearance Package.IT'S ALL ABOUT THE DEAL!Capital Ford of Raleigh is proud to provide reliable, honest and affordable service to Raleigh, Cary and Wake Forest. It is with great pleasure that we welcome you through our doors in Wake County. With open arms, we treat each of our valued customers like one of the Capital Ford Family. Our attentive professionals offer top-of-the-line service paired with impressive knowledge. An unbeatable offering during your vehicle purchasing experience, our team is dedicated to exceeding your expectations every single time. Our selection of new and used Ford models is generous and first-rate. Cruising around the Triangle Area with confidence is easy knowing your vehicle is held to the Capital Ford standard. Finding the right Ford for you has never been more fun. Between our new, used and certified pre-owned, there's guaranteed to be one for you. Contact us today 919-790-4600 or visit us today at <https://capitalford.com/>.

Please confirm the accuracy of the included equipment by calling us prior to purchase.

Specs

Type	Pre-Owned	Stock	AB57601
Year	2020	VIN	1FTEW1EPXLF84446
Make	Ford	Mileage	33,108
Model	F-150	Fuel Economy	18/23
Trim	XLT	Engine	2.7 L 6
Doors	4	Transmission	
Exterior	Oxford White	Fuel	
Interior	Black	Drive	4WD

Reviews

5.0★★★★★

Mitchell was great and very patient with the whole family! Got a great car at a great price

- Kathy Saltamartini

5.0★★★★★

David was courteous and showed his concern for my desires rather than trying to force me into something I didn't want or need. It was a very comfortable experience.

- Allen

5.0★★★★★

Ty was super excellent. Great help, very accommodating and it was an overall wonderful experience.

- Nicole Palazzo

5.0★★★★★

After much research in our local area (Beaufort, NC) and having purchased our current car from Capital Ford, (Raleigh) in 05, we decided to go back to Capital. So after doing the research online first, (because it is a 3.5 hour drive for us), we found "The Car" for us. Your online process is great and takes the headache out of hours-even days- out of the process of...

- Michael Anthony Wilson

5.0★★★★★

Terry was great to work with. He responded back timely to my email as I located the truck on your website. He immediately got me a bottom dollar price on the vehicle, which was important before coming to test drive because we were two hours away. It is a great driving truck and looks even better! Thanks again to Terry!

- David Laton

5.0★★★★★

All of the sales associates were very friendly. Two of them even asked if I would like any bottled water because it was very warm outside the day I went to Capital Ford. It was very much appreciated & thoughtful. Ron was very knowledgeable about all of Ford's products. He is also a very excellent sales associate.

- Annick Ray

[See all reviews >](#)

Similar Vehicles

 Carbonized Gray Metallic 2021 Ford F-150 LARIAT 4D SuperCrew Raleigh NC

 2021 Ford F-150

 Oxford White 2021 Ford F-150 XLT 4D SuperCrew Raleigh NC 2021 Ford F-150

 Star White Metallic Tri-Coat 2022 Ford F-150 LIMITED 4D SuperCrew Raleigh NC

2022 Ford F-150

 Black Metallic 2022 Ford F-150 XLT 4D SuperCrew Raleigh NC 2022 Ford F-150

 Velocity Blue Metallic 2020 Ford F-150 XLT 4D SuperCrew Raleigh NC 2020 Ford F-150

 Velocity Blue Metallic 2020 Ford F-150 XLT 4D SuperCrew Raleigh NC 2020 Ford F-150

 Velocity Blue Metallic 2021 Ford F-150 4D SuperCrew Raleigh NC 2021 Ford F-150

 Stone Gray Metallic 2021 Ford F-150 XLT 4D SuperCrew Raleigh NC 2021 Ford F-150

 Avalanche 2023 Ford F-150 RAPTOR 4D SuperCrew Raleigh NC 2023 Ford F-150

 Agate Black Metallic 2020 Ford F-150 XLT 4D SuperCrew Raleigh NC 2020 Ford F-150

 Velocity Blue Metallic 2020 Ford F-150 XLT 4D SuperCrew Raleigh NC 2020 Ford F-150

 Magnetic Metallic 2020 Ford F-150 XLT 4D SuperCrew Raleigh NC 2020 Ford F-150

Recently Viewed

 Oxford White 2020 Ford F-150 XLT 4D
SuperCrew Raleigh NC
2020 Ford F-150



Pender County Order to Advertise 2022 Tax Liens

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: November 6, 2023
SUBJECT: Order to Advertise 2022 Tax Liens

SUMMARY:

Section 105-369 of the North Carolina General Statutes requires that the County Tax Collector report annually to the Board of Commissioners the total amount of unpaid taxes for the current fiscal year that are liens on real property. That statute further directs that upon receipt of the tax collector's report, the Board must order the tax collector to advertise the tax liens. The tax collector must send a notice to the record owner of each affected parcel of property at least 30 days before the date the advertisement is to be published. If approved tonight, I will mail out intent to advertise letters to taxpayers and will then advertise the remaining delinquent liens 30 days after those are mailed.

Currently, there is a total of 3,417 parcels that remain unpaid for 2022 totaling \$1,970,679.19.

ACTION REQUESTED:

Approve the Order to Advertise; per NC General Statutes

Order to Advertise the 2022 Tax Liens

Upon receipt of the Tax Collector's report of the unpaid 2022 taxes that are a lien on real property in Pender County and pursuant to North Carolina General Statute 105-369 (a), the Pender County Board of County Commissioners hereby orders the Tax Collector to advertise these tax liens.

Jacqueline A. Newton, Chair
Pender County Board of Commissioners

David Andrews
Pender County Clerk to the Board

This being the sixth day of November, 2023.



Pender County Request for Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: November 6, 2023

SUBJECT: Approval of a Purchase Order to i2i Systems, Inc in the amount of \$23,280

SUMMARY:

The Pender County Health Department has contracted with i2i Population Health Services to analyze and optimize our electronic health data to enhance efficiencies, performance, reporting, and workflows. The Health Department received \$82,000 in ARPA grant funds that will cover the cost to contract with i2i Population Health Services of \$23,280. The County Attorney has reviewed the service agreement (attached). The Health Department is requesting approval of an purchase order in the amount of \$23,280 to i2i Population Health Services.

ACTION REQUESTED:

Approval of a Purchase Order to i2i Population Health Services in the amount of \$23,280 for FY 23-24. Grant Funded; No County Money Needed.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is entered into as of 10/20/23 the "Effective Date") between i2i Systems, Inc., d.b.a. i2i Population Health, a Delaware corporation having its principal place of business at 377 Riverside Drive, Suite 300, Franklin, TN 37064 ("i2i"), and Pender County Health & Human Services ("Customer"), having its principal place of business at 803 South Walker Street, Burgaw, NC 28425, each referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, i2i has developed, owns, markets and provides a proprietary cloud-hosted population health management interface that connects to electronic medical record ("EMR") systems, practice management ("PM") systems and other disparate systems to identify at-risk populations, assign personalized actionable care pathways, and engage patients in evidence-based interventions across specific care teams;

WHEREAS, Customer and certain health care providers affiliated with Customer (the "Providers"), provide health services to patients (the "Customer Patients");

WHEREAS, this Agreement contemplates the transfer of Protected Health Information ("PHI") as defined and governed in the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and their implementing regulations set forth at 45 C.F.R. Parts 160, 162, and 164, as amended ("HIPAA"), and therefore this Agreement is governed by the terms of the Business Associate Agreements ("BAA") between i2i and Customer, respectively; and

WHEREAS, the Parties seek to establish a collaborative relationship whereby Customer will utilize i2i's Service for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the promises and premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Definitions. The following terms shall have a defined meaning as used in this Agreement:

- (a) "Confidential Information" means all information that is not publicly available including but not limited to confidential or proprietary information concerning the business, products, technology, customers, marketing techniques, financial information, other commercially sensitive information and Intellectual Property as set forth in Section 9 below.
- (b) "Customer Provider" means Customer's employed or contracted medical professionals and staff, including without limitation, any physicians, and other medical service related Customer Providers, including authorized staff and users.
- (c) "Customization" shall be defined as modifications and/or enhancements to the Software to incorporate Customer's specifications.
- (d) "Go-Live Date" shall be defined as the date on which the Services identified in the applicable Statement(s) of Work set forth in the exhibits have been implemented, are operating in a live environment, and training has begun.
- (e) "Health Privacy Laws" means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and their implementing regulations set forth at 45 C.F.R. Parts 160, 162, and 164, as amended and construed.
- (f) "i2i Trademarks" means those trademarks, service marks and logos used by i2i in connection with the Service.
- (g) "Licensed User" means the employee, agent, or consultant of Customer, or other health care professional working for Customer, who is authorized to utilize the Service and for whom a monthly fee is being paid to i2i.

(h) "Patients" shall mean those patients of Customer Providers.

(i) "Patient Data" means all personally-identifiable information and all medical and health information regarding any Patients that may be entered into, generated by, stored in or otherwise processed through the Service, including without limitation, any Personal Health Information as defined by the Health Privacy Laws.

(j) "Service" means, individually or collectively, the i2i product platform and its suite of software services, including the online Software as a Service (SaaS), modules, applications, or other services, created, developed or distributed by or on behalf of i2i, as set forth in Exhibit A. The data will be accessible by the Customer for use in accordance with the Agreements.

(k) "Service Documentation" means the written or electronic documentation, user guides and manuals, training materials and specifications provided by i2i to Customer relating to the Service.

(l) "Statement of Work" means a statement of work executed by the Parties pursuant to which i2i will provide the Service to Customer, as set forth in each such Statement of Work. Each Statement of Work shall include the scope of services to be performed, fees applicable to such services and other applicable terms as agreed between the Parties. Each Statement of Work will be appended to this Agreement as additional Exhibits. And each Statement of Work, once executed by the Parties, will be incorporated herein by this reference.

(m) "Software" the software underlying the Service and all Updates, and Customizations thereto.

2. Grant of Right to Use Service.

(a) i2i grants to Customer a non-exclusive, nontransferable, non-sublicenseable limited right for the designated number of Licensed Users set forth in Exhibit A attached hereto and incorporated by reference to have access to and to use the Service, and a non-exclusive, personal, nontransferable, limited license to use any Software hosted or furnished, as applicable, by i2i for access to or use of the Service, for the purpose of obtaining the Service during the Term, subject to Customer's full compliance with the terms and conditions set forth in this Agreement.

(b) Customer agrees it will not: (i) use the Service for time-sharing, rental or service bureau purposes; (ii) make the Service, in whole or in part, available to any other person, entity or business; (iii) copy, reverse engineer, decompile or disassemble the Service, in whole or in part, or otherwise attempt to discover the source code to the Software used in the Service; or (iv) modify the Service or Software or combine the Service with any other software or services not provided or approved by i2i.

(c) Customer agrees it will obtain no rights to the Service except for the limited rights to use the Service expressly granted by this Agreement.

(d) Third-Party Services. Customer acknowledges that, where i2i hosts the Software for the Service, i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for the Services. As a result the Service may include certain underlying third-party software and services, the terms conditions of which underlying agreements are incorporated in this Agreement. i2i may also make available optional services provided by third parties.

3. Access to Service.

(a) Permitted Uses. Subject to the terms of this Agreement, i2i authorizes Customer to use the Service for health care operations and for obtaining payment for treatment, and for other purposes expressly authorized in any Statement of Work executed in accordance with this Agreement; provided that, (i) Customer may access only information pertaining to individuals with whom a declared healthcare relationship exists, or from whom an authorization is received to use their health information; and (ii) Customer may use only the minimum necessary information for payment purposes and all other purposes. Customer agrees that it will not access or use the Services for any other purposes. In particular:

i. Customer will not reproduce, publish, or distribute content in connection with the Service that infringes i2i or any third-party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right;

ii. Customer will comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material;

iii. Customer will not: (1) abuse or misuse the Services, including gaining or attempting to gain unauthorized access, or altering or destroying information except in accordance with this Agreement; (2) using the Services in a manner that interferes with other users' use of the System; (3) or use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Service.

iv. Customer shall never use the Service to advise, diagnose, or otherwise treat Patients.

v. Customer shall not knowingly use the Service to upload, post, host, or transmit unsolicited bulk email "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.

vi. Customer shall not access or use the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service.

(b) Support Information. i2i may provide information that Customer then uses in providing health care services. The information and materials available through the Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or as a substitute to professional medical judgment. Information may be placed on i2i's internet site by it and by third parties beyond i2i's control. i2i is not responsible for the accuracy or completeness of information available from or through its site. No Customer is permitted to use i2i's site to advise, diagnose, or otherwise treat users of this site. Customer and Customer Providers assume full risk and responsibility for the use of information they obtain from or through this site, and they agree that i2i is not responsible or liable for any claim, loss, or liability arising from the use of the information. i2i does not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials on this site relating to any such products, items or services is not an endorsement or recommendation of them. Customer agrees to review the definitions, functionality, and limitations of the Service, and to make an independent determination of their suitability for its use. i2i and its suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Service for any purpose.

(c) Terms of Service. Customer shall notify i2i if it learns that any Licensed User, or other third-party (including employees or consultants of Customer) is in violation of the terms of this Agreement. Customer will take such actions as may be reasonably required to protect i2i's interest and ownership in and to the Service and to stop any unauthorized access, including, if necessary, termination of the Licensed User's use of and access to the Service.

4. i2i Responsibilities.

(a) Provision of the Service. i2i shall be solely responsible for the development and provision of the Service to Customer.

(b) Training Support. i2i agrees to provide Customer with reasonable support and training to permit Customer to effectively utilize the Service.

i. Implementation Training and Support:

(1) Data Validation Services: Remote support used to assess Customer's Data. This data validation will ascertain Customer's data reporting needs and identify gaps in data capture or i2i availability.

(2) Training Services: i2i will design and facilitate a client centric training program based on mutually agreed upon participants and goals for utilization. The training program will include an

interactive on-line training module designed to provide comprehensive instruction on how to most effectively leverage the i2iTracks application.

(3) **Cancelled or Delayed Services:** Once the implementation plan has been established and approved in writing by both Parties, in the event that the Customer cancels or delays any onsite training services, the Customer shall reimburse i2i at the cancellation rate of One Thousand Five Hundred Dollars (\$1,500.00).

ii. **Ongoing Training and Support:** Additional Training, Support and Consulting services requested by Customer shall be made available in the Statement of Work.

(c) **Development of Service.** i2i will develop all capabilities for the Service for which Customer contracts to receive, as set forth in this Agreement and any Statement of Work.

(d) i2i will provide and maintain an escalation path for issue resolution with the Service.

(e) i2i will provide integration development in coordination with Customer's technology team to design, develop, and implement an agreed upon roadmap with timelines for integration of the Service.

(f) i2i will provide a designated account manager as a liaison for Customer.

(g) i2i will provide client support services to Customer Providers for setup, user account creation and usage, data mapping, as well as other support reasonably needed by Customer Providers for the Service.

5. **Customer Responsibilities.**

(a) **Integration Support.** Customer agrees to provide appropriate technology integration support, including dedicated team members, to ensure a successful launch of the Service.

(b) Customer will provide Tier 1 support for each Customer authorized, meaning each User License sold up to and including each Customer's initial setup.

(c) Customer agrees to comply with the terms, provisions, and conditions of each Statement of Work that is executed by the Parties.

(d) Customer shall be responsible for facilitating communication regarding the interfaces between third-party vendors and i2i when needed.

(e) Customer shall be obligated to know prior to the Effective Date any third-party vendor cost for Customer's EHR, and shall have verified in writing with such third-party vendor that it is capable and willing to execute such interfaces as defined in i2i interface specifications if needed.

(f) Customer shall promptly respond to and comply with all implementation-related requests by i2i, timelines or project milestones during the implementation process. Customer expressly agrees that any failure to respond and/or comply with one or more implementation-related requests, timelines or project milestones by i2i during the implementation process for a period of thirty (30) days or more shall be deemed to constitute a material breach of this Agreement.

6. **Data Rights.**

(a) **Data.** The Parties acknowledge and agree that the Patient Data may include PHI. Said PHI shall be dealt with pursuant to the Business Associate Agreement, executed by the Parties contemporaneously herewith, and attached hereto as Exhibit B, which is incorporated into this Agreement as if set forth verbatim herein. In the event of any conflict between the terms of the main body of this Agreement and the terms of the BAA executed between the Parties, the terms of the Agreement shall prevail for purposes of matters set forth herein.

(b) Access to Data. The Parties acknowledge and agree that i2i will access and share Patient Data held by Customer in order to facilitate provider communications, coordination of treatment or care, and other health care operations pursuant to the restrictions contained in applicable law, including but not limited to, 45 CFR Section 164.506. Because of the integration of the Patient Data into i2i's data models, as part of its ongoing development, auditing and improving data quality and developing, validating, evaluating, improving, maintaining, and using i2i's data integrity tests, performance benchmarks, algorithms, metrics, scoring systems, predictive models, and decision support tools it is infeasible for i2i to return the Patient Data and i2i hereby notifies Customer that it will not return to Customer or destroy all Patient Data, as a result of this Agreement. Customer and i2i specifically agree that such access to, and retention of, data by i2i shall not constitute a breach of the BAA or this Agreement.

(c) Third-Party Hosted. In the event the Service requires i2i to host any Patient Data, Customer acknowledges that i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for the Service. i2i will maintain and enforce all reasonably appropriate technical and organizational safeguards for Patient Data in accordance with industry standards, and applicable laws and regulations.

7. Ownership.

(a) i2i shall retain all right, title, and interest to all maintenance releases, Customization, Updates, Upgrades and Workarounds, which will be provided to Customer for its internal use in accordance with the terms of the Master Service Agreement.

8. Payment and Fees.

(a) Service Fees. Customer shall pay to i2i pursuant to the fees listed the Statement of Work contained in Exhibit A.

(b) Payment Terms. Unless otherwise specified in a Statement of Work, i2i shall invoice Customer for the Service Fees on a monthly basis and all such invoices shall be due and payable within thirty (30) days of the date of the invoice.

i. Late Payments. If Customer fails to make any payment within thirty (30) days of the date on an invoice, Customer agrees that such outstanding payments shall bear interest from the date an invoice is due until paid at a rate of one and eight-tenths percent (1.8%) per month or at the highest rate allowed by state law, whichever is lower. Inaction on the part of i2i to demand payment of any interest shall not constitute a waiver of its rights to receive such interest.

ii. Suspension of Service. Customer acknowledges and agrees that i2i shall have the right to suspend the Service in the event Customer fails to pay any part of an invoice within sixty (60) days of the due date of such invoice.

(c) Integration and Implementation Fees. i2i and Customer will mutually agree on the integration and implementation fees for any Implementation Services to be provided by i2i which shall be set forth in the applicable Statement of Work. Customer shall pay i2i as set forth in the Statement of Work.

(d) Taxes. All pricing hereunder is exclusive of applicable sales or use taxes, if any, and each Party is responsible for the collection and remittance of such taxes.

9. Intellectual Property Terms.

(a) i2i Service. i2i shall retain all intellectual property rights in and to all of the Service, including without limitation, the Software. Customer shall not modify, create derivative works of, display distribute or reproduce the Service or the Software other than as permitted herein and shall not reverse engineer, decompile or disassemble the Service or Software or otherwise attempt to access or discover the source code for the Service or Software. All rights in

and to the Service and Software not expressly granted herein are reserved by i2i. Customer shall not remove i2i's trademarks for i2i products and services of IP provided pursuant to this Agreement.

(b) i2i Trademarks. i2i hereby grants to Customer a non-exclusive, limited license and right to use the i2i Trademarks during the term of this Agreement solely in connection with the Service and associated Service Documentation. All use of the i2i Trademarks by Customer shall inure to the benefit of i2i.

10. Nondisclosure.

(a) Restrictions. During the Term of this Agreement, each Party ("**Receiving Party**") may be exposed to certain Confidential Information of the other Party ("**Disclosing Party**"). All Confidential Information shall remain the property of the Disclosing Party. The Receiving Party agrees that during the term of this Agreement, and for a period of five (5) years thereafter, it will not use or disclose to any third party any Confidential Information without the prior written consent of the Disclosing Party. A Receiving Party shall take all reasonable measures to protect the Disclosing Party's Confidential Information.

(b) Exclusions. The Parties' obligations pursuant to this Section 10 do not apply to information that the Receiving Party can document: (i) became publicly known through lawful means; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; or (iii) is given to the Receiving Party without confidentiality or proprietary restriction by a third party who rightfully possesses the information (without confidentiality or proprietary restriction). The Receiving Party may disclose Confidential Information as required by governmental or judicial order or other applicable law, rule or regulation, provided that to the extent permissible under applicable law the Receiving Party uses its reasonable efforts to (i) give the Disclosing Party prompt notice of such order or requirement, (ii) cooperate with the Disclosing Party to obtain a protective order (or its equivalent), (iii) provide the Disclosing Party prior review of any disclosure and (iv) only provides that portion of the Confidential Information that is legally required.

11. Injunctive Relief. Customer acknowledges and agrees that in the event that Customer breaches Sections 3, 9, or 10 of this Agreement, monetary damages shall not be an adequate remedy and, therefore, due to the harm which may result from a breach by Customer of the provisions of these Sections 3, 9, or 10, i2i shall be entitled to obtain an injunction against such breach and other equitable relief to enforce these provisions without the requirement of posting a bond. The remedies afforded to i2i by this paragraph shall be in addition to any and all other remedies, whether legal or equitable, available to i2i for any violation or breach of Sections 3, 9, or 10 by Customer.

12. Indemnification.

(a) Indemnification by i2i. i2i agrees to indemnify, defend and hold Customer harmless from and against any third-party claims, actions or causes of action and associated losses, judgment, liability, damage, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") arising from (i) a material breach of this Agreement or the BAA by i2i; (ii) acts of gross negligence, or willful misconduct by i2i; or (iii) any claim that the Service infringes or misappropriates any United States patent, trademark, copyright or other intellectual property right when used in accordance with the Service Documentation and this Agreement, and excluding to the extent arising from any modifications made to the Service by any party other than i2i or any combination of the Service with products or services not provided by i2i.

(b) Indemnification by Customer. Customer agrees to indemnify, defend and hold i2i harmless from and against all Losses arising from (i) a breach of this Agreement by Customer; (ii) negligent acts or omissions or willful misconduct by Customer; (iii) Customer's promotion, marketing and sale of the Service; or (iv) any claim that the Customer infringes or misappropriates any patent, trademark, copyright or other intellectual property right, excluding to the extent i2i is required to indemnify Customer above.

(c) Conditions to Indemnification. Each Party's indemnification obligations are subject to the condition that the Party seeking indemnification shall provide the indemnifying Party: (i) prompt written notice of any claim or action for which it may seek indemnification; (ii) complete control of the defense and settlement of such claim by the indemnifying Party, provided that an indemnifying Party will not settle any such claim (other than for monetary

damages to be paid by the indemnifying Party) without the prior written consent of the indemnified Party, which will not be unreasonably withheld; and (iii) reasonable cooperation in such defense.

13. Warranties, Warranty Exclusions and Limitation of Liability.

(a) Warranties. Each Party warrants to the other (i) that it is a corporation or limited liability company duly organized and existing under the laws of the state of its incorporation; (ii) that it has the right to enter into this Agreement; and (iii) that its entry into this Agreement will not cause a breach of its contractual obligations to third parties.

(b) Services Warranty. i2i warrants to Customer that the Service hereunder will be performed in a professional and workmanlike manner in accordance with generally accepted industry practices and the Service Level Agreement attached hereto as Exhibit C.

(c) WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESSED WARRANTIES STATED IN THIS AGREEMENT, THE PARTIES MAKE NO FURTHER WARRANTIES OR REPRESENTATIONS AND HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING THE SERVICE AND THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. i2i SYSTEMS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER.

(d) LIMITATION ON SPECIFIED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

(e) LIMITATION ON CUMULATIVE LIABILITY. i2i SYSTEMS'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO CUSTOMER FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, NO MATTER THE LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID BY CUSTOMER TO i2i SYSTEMS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH CUSTOMER'S CAUSE OF ACTION ACCRUED.

14. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until such time as all Statements of Work have been terminated according to this Agreement.

(b) Events of Termination. Either Party may terminate this Agreement upon the occurrence of any of the following events: (a) a breach by the other Party of any material terms of the Agreement that the breaching Party fails to cure within thirty (30) days from receipt of written notice from the non-breaching Party identifying such breach; or (b) if the other Party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other Party under any provision of bankrupt or insolvency legislation which is not dismissed within sixty (60) days.

(c) Effects of Termination.

i. i2i shall discontinue Customer's access to and use of the Service, all licenses shall terminate, and Customer shall cease using i2i Trademarks.

ii. Customer shall promptly pay all amounts due to i2i through the effective date of termination.

iii. The provisions of Sections 1, 2 (b) & (c), 6, 7, 8, 9, 10, 11, 12, and 14(c) shall survive expiration or termination of this Agreement for whatever reason.

15. Miscellaneous.

(a) Relationship of Parties, Subcontractors and Assignment. i2i and Customer are independent contractors and will have no power to bind the other Party or to create any obligation or responsibility on behalf of the other Party or in the other Party. This Agreement shall not be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party. i2i shall be permitted to use subcontractors in performance hereunder. Customer shall not assign or transfer this Agreement or rights arising from this Agreement without the prior written consent of i2i which shall not be unreasonably withheld. Any attempt to assign or transfer this Agreement in violation of this Section 15(a) will be void and of no force and effect. Nothing in this Agreement shall be deemed to create any right or benefit in any person not a Party hereto.

(b) Waiver and Amendment. Either Party's failure to enforce any of the terms and conditions of this Agreement will not be construed to be a waiver of any subsequent or other term or condition of this Agreement. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power or privilege under the terms and conditions of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by an authorized representative of each Party.

(c) Governing Law. This Agreement has been executed in and will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to principles of conflicts of law or international law. All applicable laws, rules and regulations are hereby incorporated herein to the same extent as if set forth verbatim herein.

(d) Standard Announcements. Customer agrees and hereby authorizes i2i to include the fact that Customer has contracted with i2i for the services referenced herein.

(e) Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received by messenger or overnight courier service or three (3) business days after being sent by certified, first class, postage pre-paid mail, to the following addresses, or to such other address as the Party to receive the notice or request so designates by written notice to the other:

i2i: i2i Systems, Inc.
Attn: Justin Neece
377 Riverside Drive, Suite 300,
Franklin, TN 37064

Customer: []

(f) Force Majeure. Notwithstanding anything to the contrary herein and other than payment obligations, neither Party shall be deemed to be in default of any provision of this Agreement or be liable to the other Party or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of internet or communications service, labor or civil disturbance, or restraints of government. The Party suffering the force majeure event shall give the other Party prompt written notification of any material or indefinite delay due to such causes, and that Party shall use its best efforts to avoid or remove such causes, and continue performance hereunder with all due diligence whenever such causes are removed or settled.

(g) Entire Agreement. This Agreement, including the Exhibits attached hereto, which are attached hereto and incorporated herein by reference, constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof and supersedes all prior and contemporaneous proposals, oral or written, understandings, representations, conditions and all other communications between the Parties relating to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

Pender County Health & Human Services

i2i Systems, Inc.

By: Carolyn Moser
Authorized Signature

By: _____
Authorized Signature

Carolyn Moser
Printed Name

Justin L. Neece
Printed Name

HHS Director
Title

President & Chief Executive Officer
Title

10/20/2023
Date

Date

**EXHIBIT A
STATEMENT OF WORK 1**

a. i2iLinks™

- i. Description of i2iLinks™. i2i's i2iLinks™ Service is a standards-based proprietary interface technology that offers predictable and consistent results and supports a growing number of communication protocols such as FHIR over TCP/IP and Web Services. This powerful, full-featured integration layer connects each i2iTracks® or Prizim® instance to disparate systems of clinical data, including Practice Management and Electronic Health Records Systems, laboratory systems, financial reporting systems, payer systems, Enterprise Data Warehouses (EDW), Health Information Exchanges (HIE) and more. i2iLinks also provides operational support to the system in regard to code updates, logging and status reporting.

ii. System Functionality (i2iLinks)

1. Industry standard compliant file interfaces (FHIR, C-CDA, etc.) for transmission of clinical data
2. Cutting-edge direct database interfaces (MS SQL) for customized import of clinical data
3. Secure transport and authentication systems (SFTP, SOAP with SSL, etc.)
4. Automated code update system to ensure latest interface enhancements
5. Scalable Status monitoring to optimize support and maintenance
6. Management toolset to seamlessly and efficiently administrate interface functionality.

- iii. i2i Responsibilities. The i2i implementation team will be responsible to setup connectivity between the EHR database and the i2i Links Software. i2i will further configure the clinical data to meet the application requirements (Prizim®, Tracks, etc). Initially there will be a backload of data from the EHR database, and then incremental updates will be required on a daily basis.

Customer acknowledges and agrees that as required by and in order to provide the highest level of security in keeping up with ongoing industry technological advancements, i2i will securely extract, upload Customer data to i2i's web-based clinical data repository where i2i will aggregate, normalize, house, and store Customer's clinical, administrative and financial data, including Patient Data. Customer acknowledges that i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for these services. i2i will maintain and enforce all reasonably appropriate technical and organizational safeguards for Customer data in accordance with industry standards, and applicable laws and regulations.

- iv. Customer Responsibilities. Customer acknowledges and agrees to grant i2i read-only access to Customer's front-end EHR system for the purposes of facilitating i2i product data validation, auditing, and ongoing support. It will be the responsibility of Customer to grant read-only access to the EHR database for the purpose creating the SQL to SQL interface. It is the responsibility of Customer to give i2i the following login information to enable read-only access to the EHR database:

1. Read-Only User Login
2. Password for User Login
3. EHR Database Name
4. IP Address for EHR Database

- v. Limitations. Because of the complexity of how and where data is stored and formatted in all Customer third party electronic record systems i2i interfaces with, i2i does not make any claim that all data from these systems can be extracted, transformed and loaded into i2i products. Additionally, i2i cannot guarantee the ability to extract data from Customer third party electronic records in the following scenarios:

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1. The third-party electronic record system is replaced with another third-party electronic record,
2. The Customer or third-party electronic record vendor (or other party) restricts or limits access to the third-party electronic record,
3. The third-party electronic record data is altered in any way that prevents it from being extracted.

Details on data fields in i2iTracks or Prizim® that can be populated by an interface with an EHR are defined in the following documents: i2iLinks Common Record Definitions which may be downloaded from: <http://www.i2ipophealth.com/minimumrequirements>

b. PRIZIM®

- i. Description of Prizim®: PRiZiM® is a cloud-based, advanced analytics and reporting platform for provider organizations, health networks or systems, and health plans. Through aggregating disparate data sources into a single “source of truth”, PRiZiM gives users flexibility to analyze rich data sets via dashboards, reports, and analytics tools. PRiZiM allows clients to automate quality measurement, implement timesaving care programs, benchmark across the organization/network and drill-down on sophisticated data visualizations in order to effortlessly track performance across the healthcare enterprise.
- ii. A single source of truth enabling organizations to focus on patients, not technology. Prizim operates on i2i’s LINKS data transport system.
- iii. Prizim® Features
 - Direct interfacing with electronic medical record (EMR) systems and other disparate healthcare technologies for near real-time access to clinical data by hospitals, networks, practices and clinicians.
 - Highly flexible dashboards and reports to evaluate performance by clinical quality measures across multiple national and regional programs and prescribe actionable care activities and events for patients identified.
 - Drill-down capabilities for root-cause analysis by measure and populations served.
 - Comparative analytics and benchmarking functionality to guide performance improvement cycles at the community, network or health system, and practice levels, by population cohort, patient-level, or by clinician-level.
 - Core set of HEDIS measures certified with NCQA - for additional quality monitoring.
 - Prizim Dashboard – i2i will provide a Prizim Dashboard comprised of the measures listed in Exhibit A-1.
- iv. i2i Responsibilities:

Customer acknowledges and agrees that as required by Prizim® and in order to provide the highest level of security in keeping up with ongoing industry technological advancements, i2i will securely extract, upload Customer data to i2i’s web-based clinical data repository, Prizim®, where i2i will aggregate, normalize, house, and store Customer’s clinical, administrative and financial data,

including Patient Data. Customer acknowledges that i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for these services. i2i will maintain and enforce all reasonably appropriate technical and organizational safeguards for Customer data in accordance with industry standards, and applicable laws and regulations.

Operations Support:

- PMO, Project Manager: i2i will develop and maintain a project plan through the duration of Prizim® implementation, integration, and migration to a client success program.
- Client Success/Account Management: i2i will provide operations support for this project in accordance with approved requirements, designs and implementation. i2i will host regularly scheduled meetings, dates and times to be mutually agreed on by Customer and i2i, with the purpose of maintaining project momentum and ensuring expectations and deliverables are met.
- Data Solutions: i2i will provide data solutions design and integration through the implementation program to ensure a seamless transition to LINKS and Prizim®.
- Data Mapping: i2i will provide data mapping through implementation. i2i experts will work with the Customer to map data elements to i2i's platform.
- Health Center Communications: i2i Client Success will communicate with Customer's stakeholders to educate them on the project and to solicit participation.

v. Customer Responsibilities

- Customer shall promptly respond to and comply with all implementation-related requests by i2i, timelines or project milestones during the implementation process. Customer expressly agrees that any failure to respond to one or more implementation-related requests, timelines or project milestones by i2i during the implementation process for a period of ninety (90) days or more may be considered a material breach of this Agreement.

c. **Implementation:** i2i's one-time implementation encompasses the following scope of work:

- System Build:** i2i conducts a needs assessment with your leadership team to understand unique needs and Key Performance Indicators; these items will be the backbone of our project charter for implementation. Through this process recommendations will be made on how to best structure Tracks based on best practices from similar sized organizations. As applicable, deployment includes full interfacing and mapping of standard EHR data elements, system configuration of searches, unlimited registries, and report and dashboard configuration for all UDS, MU, and priority Standard Quality Reporting measures. Our implementation setup will fully support your health center protocols, guidelines and workflows and can be customized to your goals. We give you the choice of which guidelines you care to have implemented, i.e. UDS, MU/NQF, etc.
- Data Stewardship:** Data stewardship starts during the implementation process and continues until the Go-Live Date. During implementation, we take a team based approach to ensure that data mapping and validation occurs in a thoughtful and cohesive manner. During this process, we will collaborate with the QI and EHR lead at your organization to conduct 15 - 20 comparisons between EHR and i2iTracks® Databases. The goal is to ensure that both sides agree that data has been mapped correctly from the EHR to Tracks.

- iii. **Training:** i2i will design and facilitate a client centric training program based on mutually agreed upon participants and goals for utilization. The training program will include an interactive on-line training module designed to provide comprehensive instruction on how to most effectively leverage the i2iTracks application.
- iv. **Client Success Support:** Your organization will be provided the following support through the Client Success team which includes Client Success Executives and Population Health Management Consultants:
 - 1. Overall ownership of relationship with client partners from end of sales cycle - throughout client life cycle
 - 2. Develop individualized Client Success Plan to support the success of every client with their organizationally specific needs, goals, and desired outcomes
 - 3. Consultative services to assess workflow and to support adoption and utilization processes that align with and enhance care delivery/workflow
 - 4. Facilitate regular meetings/touch points (ie: monthly, quarterly, annually) to receive feedback, evaluate utilization, identify process improvement and optimization opportunities, and collaborate to develop action plans
 - 5. Coordination of all internal and external resources to ensure effective communication, action planning, and execution of deliverables
 - 6. Support expansion efforts to broaden use of i2i Population Health tools across client organizations effectively and meaningfully
 - 7. Promote and lead transformation endeavors to strengthen the value proposition of Population Health Management

d. **Description of Services:** The table below describes all Services included for the term of this SOW.

Description	Qty
Subscription Fees	
Prizim® Prizim® Web-Based Platform	1
Implementation Services As described above in Section 1d.	1
Professional Services i2i University – Client Training Program <i>Includes access to i2i University and 5 Professional Services Hours for Prizim training to be completed remotely via online sessions.</i>	1

e. **Pricing:**

CATEGORY	ONE-TIME FEE	ANNUAL FEE
Prizim	\$15,000.00	\$8,280.00

- i. One-Time Fee due upon execution.
- ii. Annual invoicing of Subscription Fees to begin upon the Go-Live Date.
- iii. Twenty-Four (24) month term ("Initial Term") beginning upon the Go-Live Date.

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- iv. This SOW will renew automatically for successive one (1) year terms ("Renewal Terms"), unless either Party provides written notice to the other Party of its intent not to renew at least ninety (90) days prior to the expiration of the then current term.
- v. i2i reserves the right to increase its subscription fees by no more than five percent (5%) after the first 12 months of the term of the agreement but not more frequently than once in any 12 month period. i2i will notify Customer at least sixty (60) days in advance of any change in subscription fees.

EXHIBIT A-1
Prizim Dashboard Measures

Breast and Cervical Cancer Control Program (BCCCCP)

1. Women 50–74 years of age who had at least one mammogram to screen for breast cancer in the past two years.
2. Cervical cancer using any of the following criteria:
 - Women 21–64 years of age who had cervical cytology performed within the last 3 years.
 - Women 30–64 years of age who had cervical high-risk human papillomavirus (hrHPV) testing performed within the last 5 years.
 - Women 30–64 years of age who had cervical cytology/high-risk human papillomavirus (hrHPV) cotesting within the last 5 years.
3. The percentage of women 16–24 years of age who were identified as sexually active and who had at least one test for chlamydia during the measurement year.

Child Health

4. Age and Race of CH patients – just counts
5. *Well-Child Visits in the First 30 Months of Life*: Assesses children who turned 15 months old during the measurement year and had at least six well-child visits with a primary care physician during their first 15 months of life. Assesses children who turned 30 months old during the measurement year and had at least two well-child visits with a primary care physician in the last 15 months. – No Continuous Enrollment
6. *Child and Adolescent Well-Care Visits*: Assesses children 3–21 years of age who received one or more well-care visit with a primary care practitioner or an OB/GYN practitioner during the measurement year. – No Continuous Enrollment
7. The percentage of children 2 years of age who had a four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenza type B (HiB); three hepatitis B (HepB), one chicken pox (VZV); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.
8. The percentage of children 2 years of age who had one or more capillary or venous lead blood test for lead poisoning by their second birthday.
9. Assess children and young adults 12 months–19 years of age who had a visit with a primary care practitioner (PCP). The measure reports on four separate percentages:
 - Children 12–24 months who had a visit with a PCP during the measurement year.
 - Children 25 months–6 years who had a visit with a PCP during the measure year.
 - Children 7–11 years who had a visit with a PCP during the measure year or the year prior to the measurement year.

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- Adolescents 12-19 years who had a visit with a PCP during the measurement year or the year prior to the measurement year.

Communicable Disease/ STD/ TB

10. Age and Race of CD/ STD patients – just counts
11. Case counts on various reportable diseases. (Phase 2 implementation due to lack of information)
12. Frequent flyer report for those individuals who seek care for an STD multiple times within a two year period. (Phase 2 implementation due to lack of information)

Family Planning

13. Age and race of FP patients – just counts
14. Percent ages 15-19 pregnant women
15. Percent of births conceived within 18 months of previous birth
16. Percent of repeat pregnancies age 17 and under

Maternity

17. Age and race of Maternity patients – just counts
18. Percent of live birth weights less than 2,500 grams or 5.5 lbs.
19. Infant mortality rate by county for those served by a health department maternity clinic.
20. Assesses access to prenatal and postpartum care:
 - *Timeliness of Prenatal Care.* The percentage of deliveries in which women had a prenatal care visit in the first trimester, on or before the enrollment start date or within 42 days of enrollment in the organization. No Continuous Enrollment, only provide first trimester visit
 - *Postpartum Care.* The percentage of deliveries in which women had a postpartum visit on or between 7 and 84 days after delivery.
21. % of women who do not smoke during pregnancy

Program Service Counts

22. Monthly or quarterly number of patient visits and unique patients for the following programs:
 - Adult Health
 - Adult Immunizations
 - Adult Primary Care
 - BCCCP

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the Individual's affected, the PHI affected, the nature of the non-permitted access, use or disclosure, and the steps Business Associate took to secure the PHI.

- 3.4.3 Security Incidents. Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon Covered Entity's request, except if any such security incident resulted in a disclosure of Covered Entity's Protected Health Information not permitted by this BAA, Business Associate will make the report in accordance with this Section 3.4.
- 3.5 Audit Reporting. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or at the request of Covered Entity, to the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA.
- 3.6 Access of Individual to PHI and other Requests to Business Associate. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity in order to meet its requirements under 45 CFR § 164.524. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall promptly forward the request to Covered Entity within five (5) business days. Business Associate shall then assist Covered Entity as necessary in responding to the request in a timely manner. If Business Associate provides copies of PHI to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
- 3.7 Requests to Covered Entity for Access to PHI. The Covered Entity shall forward to the Business Associate within five (5) business days any Individual's request for access to or a copy of their PHI that shall require Business Associate's participation, after which the Business Associate shall provide access to or deliver such information.
- 3.8 Individuals' Request to Amend PHI. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, regarding an Individual's request to amend PHI. The Business Associate shall make the amendment promptly in the time and manner designated by Covered Entity, but shall have thirty (30) calendar days' notice from Covered Entity to complete the amendment to the Individual's PHI and to notify the Covered Entity upon completion.
- 3.9 Recording of Designated Disclosures of PHI. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Accounting for Disclosures of PHI. The Business Associate agrees to provide to Covered Entity or to an Individual, in time and manner designated by Covered Entity, information collected in accordance with this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. The Covered Entity shall forward the Individual's request requiring the participation of the Business Associate to the Business Associate within five (5) business days, after which the Business Associate shall provide such information.

- 3.11 Minimum Necessary. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
- 3.12 Security and Privacy Compliance Review upon Request. Business Associate agrees to make its internal practices, books and records, including policies, procedures, and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security & Privacy Rules.
- 3.13 Cooperation in Security & Privacy Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security & Privacy Rules.
- 3.14 Contact for Security Event Notice. Notification for the purposes of notification shall be in writing made by certified mail or overnight parcel, with supplemental notification by facsimile, email, or telephone as soon as practicable, to the respective Party at the address first included above.
4. Obligations of Covered Entity
- 4.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of Privacy Practices produced by Covered Entity or provided to Covered Entity as a result of Covered Entity's obligations with other organizations in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- 4.2 Notice of Changes in Individual's Access or PHI. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 4.3 Notice of Restriction in Individual's Access or PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.
- 4.4 Restriction on Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.
5. Term and Termination
- 5.1 Term. The terms of this BAA shall be effective as of the date on which it has been signed by both Parties and shall remain in force and effect until either: (i) terminated in accordance with the Agreement; (ii) terminated by either Party when all of the PHI received from, or created by Business Associate from the Covered Entity is destroyed or returned to the Covered Entity, or if it is infeasible to return or destroy the PHI, the protections are extended to such information in accordance with the requirements herein; or (iii) upon a breach of this BAA by the other Party provided that the breaching Party does not cure such breach within thirty (30) days of notice of the breach. If neither cure nor termination is feasible the non-breaching Party may report the breach to the Secretary.
- 5.2 Termination for Cause. This BAA authorizes Covered Entity, and Business Associate acknowledges and agrees Covered Entity shall have the right, to immediately terminate this BAA in the event

Business Associate fails to comply with, or violates a material provision of, this BAA or any provision of the Privacy or Security Rules.

5.2.1 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a) Provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Covered Entity; or
- b) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
- c) If termination, cure, or end of violation is not feasible, Covered Entity shall report the violation to the Secretary.

5.3 Effect of Termination. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make the return or destruction of such information infeasible. Upon such notification, Business Associate shall extend the protections of this BAA to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. MISCELLANEOUS

6.1 Regulatory Reference. A reference in this BAA to a section in the Privacy or Security Rule means the section as in effect or as amended.

6.2 Modification and Amendment. This BAA may be modified only by express written amendment executed by the Parties. The Parties agree to take such action to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

6.3 State and Federal Compliance. The Business Associate shall comply with all applicable State and Federal laws and regulations in the performance of this BAA.

6.4 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

6.5 Headings. Paragraph Headings, as used in this BAA, are for the convenience of the Parties and shall have no legal meaning in the interpretation of the BAA.

6.6 Notice. Unless otherwise described herein, all notices, requests, demands, and other communications required or permitted to be given under this BAA shall be in writing, and shall be effective upon receipt. Such notice may be made by personal delivery, by facsimile or electronic mail with return facsimile or electronic mail acknowledging receipt, by overnight delivery service with proof of delivery, or by certified or registered United States mail, return receipt requested. All such communications shall be sent to the respective Party at the address first included in the Agreement to which this BAA is attached.

6.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this BAA, to exercise any option, to enforce any right, or to seek any remedy upon any

default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this BAA shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this BAA.

- 6.8 Severability. Any provision of this BAA that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 6.9 Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that said law has been pre-empted by HIPAA or HITECH.
- 6.10 Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of any other agreement between the Parties except for the Agreement. All nonconflicting terms and conditions of other agreements between the Parties remain in full force and effect.

Covered Entity

Pender County Health & Human Services

Signed: Carolyn Moser

Name: Carolyn Moser

Title: HHS Director

Date: 10/20/2023

Business Associate:

i2i Systems, Inc.

Signed: _____

Name: Justin L. Neece

Title: President and Chief Executive Officer

Date: _____

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i2i Systems, Inc.
Business Associate Agreement

EXHIBIT C
SERVICE LEVEL AGREEMENT

The Parties have agreed to the following terms and conditions:

I. Definitions

Terms used in this Agreement have the following meaning:

- a. "After Hours Support" shall be defined as i2i responses to telephone and email portal inquiries from Customer concerning problems, questions, or assistance regarding the operation of the Software, which is available during the Business Day as defined above. In addition, i2i makes available to Customer a support portal through which Customer can make inquiries. The support portal is available twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year at no additional charge.
- b. "Business Day" shall be defined as Monday through Friday, excluding holidays recognized by i2i, during the hours of 9 a.m. and 5 p.m. CST. A list of the recognized i2i holidays is attached hereto as Exhibit C-1 and incorporated by reference.
- c. "Confidential Information" shall be defined as all of the proprietary, non-public information of either Subscriber or i2i, disclosed pursuant to or in furtherance of this Agreement, including but not limited to all Technical Information as defined herein. Information related to i2i's business practices, and all specific proprietary information relating to the PopIQ Service, since any such information would be useful to a potential competitor. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through clear and convincing evidence (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, (iii) was disclosed to recipient by a third Party with the right to make such a disclosure, or (iv) was developed independently by recipient prior to having access to the disclosing Party's Confidential Information under this Agreement.
- d. "Customization" shall be defined as modifications and/or enhancements to the Software to incorporate Customer's specifications.
- e. "Error" shall be defined as an Incident as defined below reported by Customer to i2i as a result of reproducible behavior that deviates from the Software specifications.
- f. "Event" shall be defined as an event that is not an Incident, related to i2i, of which Customer becomes aware, including, but not limited to, unethical behavior.
- g. "Incident" shall be defined as a single support question relating to the Software that cannot be broken down into subordinate questions.
- h. "Update" shall be defined as a modification, correction, or addition to the Software or documentation, including maintenance releases, and enhancements that i2i makes available to its customers without additional charge. The definition of "Update" excludes Upgrades but includes new versions of the Software and releases to address new government-required certifications supported by the i2i.

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i2i Systems, Inc.
Service Level Agreement

- i. "Upgrade" shall be defined as an enhancement or addition to the Software other than the Update, which i2i does not make available to all of its commercial Customers as part of the standard support services under a Software support and maintenance agreement but is only made commercially available subject to a payment of a separate charge.
- j. "Workaround" shall be defined as a series of instructions, procedural steps, or usage clarifications to avoid an Error or circumvent its effects. A Workaround does not involve issuance of new programming code.
- k. "Software Migration" shall be defined as follows: the i2iTracks database server needs to be moved to a new physical or virtual server.

II. Support Services

- a. i2i will perform the following services on behalf of Customer:
 - i. Updates. i2i will deliver to Customer one (1) copy of any Software Updates in object code format and one (1) set of documentation Updates for the Software when i2i makes each Update available for general release. For the avoidance of doubt, any Updates shall be automatically treated as part of the Software, and Customer shall be authorized to use the Updates in accordance with the original license grant set forth in the Master Service Agreement.
 - ii. Errors. i2i will use reasonable commercial efforts to remedy programming errors that prevent the Software from substantially conforming to the specifications and documentation. Each Party agrees to notify the other Party upon discovery of an error caused by a third-party hosting vendor which may delay the ability to remedy any error.
 - 1. Telephone and E-mail Support. i2i will provide reasonable Support during i2i's Business Day as follows:
 - a. i2i will provide reasonable assistance to Customer in order to determine if a problem Customer is encountering is attributable to an Error, and will address Errors in accordance with Section II(a)(ii) above.
 - b. i2i will provide reasonable assistance to resolve Customer problems that occur during the normal usage of the Software.
 - iii. Customizations. Customer may submit requests to i2i for Customizations, which if agreed to, will be performed at an additional charge pursuant to a separate Statement of Work entered into between the Parties. All additional customization work will be performed during the Term at the rate of Two Hundred and Twenty Dollars (\$220.00) per Hour. Customization work performed in any subsequent Renewal Period may be performed at an increased rate. Customizations may result in an increase to the Annual Fee as set forth in Section V (a) below.
 - iv. Upgrades. i2i will make Upgrades available for purchase by Customer upon release for an additional charge pursuant to a separate agreement. Pricing for Upgrades will

be at i2i's then standard Upgrade rates. For the avoidance of doubt, any Upgrades purchased by Customer shall be automatically treated as part of the Software, and Customer shall be authorized to use the Upgrades in accordance with the original license grant set forth in the Master Service Agreement.

- b. i2i's obligation to provide support services is conditioned upon the following:
 - i. Customer materially complies with all of i2i's maintenance instructions;
 - ii. Customer makes reasonable efforts to correct the Error after consulting with i2i;
 - iii. Customer promptly installs all maintenance releases;
- c. i2i's obligation to provide support services in the event Software is hosted by Customer onsite is conditioned on the following:
 - i. Customer procures, installs, and maintains all equipment, network connections, and other hardware necessary to operate the Software;
 - ii. Customer provides to i2i full access to Customer's servers. In order to allow seamless and prompt support for i2i products, Company requires un-attended access to the Tracks database server, this access may be activated and deactivated at the Customer's discretion.

Preferred Database server Access method is Securelink.

Other options include:

- 1. Remote Desktop
- 2. LogMeIn
- 3. GoToAssist (with unattended support installed)
- 4. Team Viewer

- d. i2i's response goals are set forth in Exhibit C-2 attached hereto and incorporated by reference.

III. Exclusions from Support Services. Support Services in the following situations are considered outside the scope of support covered by the Annual Fee; provided, however, i2i will provide support in these situations for an additional charge:

- a. Error is caused by Customer's act or omission or, if applicable, a third-party host's (such as but not limited to, an Electronic Health Record system) act or omission, a hardware function not attributable to i2i (including where the hardware function is not compliant with i2i's operating environment), a problem with a third-party's software or data from interfacing, or other causes beyond the reasonable control of i2i;
- b. Customer has failed to comply with any of its expressly stated obligations under the Agreement pertaining to the use and operation of the Software;

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i2i Systems, Inc.
Service Level Agreement

- c. Software has been used for a purpose other than the specific purpose for which it is designed;
 - d. Customer has failed to incorporate any Updates previously provided by i2i that corrected such Error;
 - e. Customer requires a Software Migration to a new physical or virtual server at any time following installation;
 - f. Software is being hosted by a third party who has not signed a third-party maintenance and support agreement with i2i.
 - g. In the event Software is being hosted by Customer onsite or by a third-party host, Software has been changed, modified, or damaged (except under the direct supervision of i2i or as otherwise agreed to by i2i in writing), which includes any writing to the Software's database or edits to the code in the Software by a third party other than i2i. For the purposes of this Agreement, writing to the Software database includes modifying the database, its structure, or algorithms, but does not include uploading data through i2i's standard interface;
 - h. In the event Software is being hosted by Customer onsite or by a third-party host, when Error is caused by hardware malfunction (including a malfunction resulting from Customer or a third-party host's negligence), provided that i2i will not be responsible for repairs to any hardware;
- IV. Customer Reporting and Obligations. Customer shall report all Incidents and Events to i2i as soon as practicable. Information to be reported may include the following:
- a. The name(s) and version of the Software, including all maintenance releases if applicable;
 - b. A general description of the operating environment in which the Software is being used;
 - c. Where a reproducible test case that demonstrates the specific sequence of events that causes the Error to be reported;
 - d. Exact wording of all related Error messages, if applicable;
 - e. A full description of the Incident and expected results;
 - f. Any special circumstances surrounding the discovery of the Incident for which Customer is seeking technical support;
 - g. Software logs or screen shots, where applicable; and
 - h. In the event Customer is hosting Software onsite:
 - i. The hardware system (including model and serial number); and
 - ii. Configuration details, where applicable.

Incident Reports should be submitted in the Customer Portal at the following website: www.i2ipophealth.com or by telephone at 615-561-1190.

Event Reports should be submitted to the following email address: i2iCompliance@i2ipophealth.com. i2i will treat all Event Reports as confidential unless otherwise directed by the reporting party.

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i2i Systems, Inc.
Service Level Agreement

Exhibit C-1
Company Holidays

The following are the holidays recognized by the i2i:

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas – If Christmas falls on a Saturday, the day before is a holiday; if Christmas falls on a Sunday, the day after is a holiday.
- New Year's Eve

Exhibit C-2

i2i Response Goals

Priority (as determined by i2i Support Staff)	Description	Acknowledge and Triage Time	Resolution Approach
P1 – Critical	A P1 support issue is described as critical—any i2i product or solution is inoperable for all users. Support personnel will begin working on your problem immediately. P1 examples include all users unable to log into i2iTracks, the system is down, or users are receiving a fatal error.	2 business hours	Assuming that the issue is related directly to an i2i product or solution, then i2i will assign support staff to triage and resolve the issue and provide Updates or Workarounds within 5 business days of receipt of notice of the issue.
P2 – Urgent	A P2 support issue is described as urgent—a problem causing an inconvenience, but the customer can still access any i2i product or solution. Support personnel will begin working on your problem within four hours. A P2 example includes interface errors or interface data issues.	6 business hours	Assuming that the issue is related directly to an i2i product or solution, then i2i will assign support staff to triage and identify the problem. i2i will exercise commercially reasonable efforts to resolve the issue.
P3 – Non-Urgent	A P3 support issue is described as non-urgent—an enhancement request or intermittent issue that may require research to resolve. Support personnel will log the call and the customer can follow the progress on-line. P3 examples include general questions, password issues, training request.	1 business day	Assuming that the issue is related directly to i2iTracks, i2i will address request and work to establish a mutually acceptable time frame for resolution. i2i will use commercially reasonable efforts to resolve the issue in the next Update.

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i2i Systems, Inc.
Service Level Agreement



Pender County Request for Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: November 6, 2023

SUBJECT: Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$49,265

SUMMARY:

The Health Department received additional funds allocated to the COVID-19 Program from the Communicable Disease Branch. Under Agreement Addendum 543 ELC Enhancing Detection Activities an additional \$15,546 was awarded and Agreement Addendum 716 CDC COVID-19 Vaccination Program an additional \$33,719, a total of \$49,265 was allocated under the COVID-19 program.

ACTION REQUESTED:

To approve a budget amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024 in the amount of \$49,265.

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2023-2024

Department

900074 - PEDIATRIC CLINIC

Division, Program, Project, etc. COVID-19 Program - 900074

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-348096	COVID Vaccination State ATC	\$33,719
2	900074-348098	COVID ELC Enhancing State ATC	\$15,546
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-404600	Medical Expenses	\$49,265
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues49265

Total Expenditures49265

Budget Amendment Balances when Zero.0

Prepared By:Donna Ramos

Emaildramos@pendercountync.gov



Pender County Request for Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: November 6, 2023

SUBJECT: Approval to Increase Purchase Order to Target Specialty Products by \$20,000 for Chemicals to Spray Mosquitos.

SUMMARY:

The Health Department's Mosquito Program is requesting to increase Purchase Order #65 to Target Specialty Products by \$20,000. The Mosquito Program has seen an increase in Mosquito activity this season. The request to increase the purchase order is to purchase more chemicals for spraying. This is to increase the current purchase order of \$80,000 to \$100,000 to Target Specialty Products.

ACTION REQUESTED:

Request BOCC to approve Purchase Order increase in the amount of \$20,000 for Chemicals to Spray for Mosquitos.



Pender County Request for Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: November 6, 2023

SUBJECT: Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$82,000

SUMMARY:

The Pender County Health Department was awarded \$82,000 in mini grants from ARPA (American Rescue Plan Act) COVID-19 PH Workforce. The grant funds will be used for recruitment, hiring and training personnel to address projected COVID-19 response needs. And to address Foundational Capabilities through assessment and surveillance.

ACTION REQUESTED:

To approve a budget amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024 in the amount of \$82,000.



Date: September 15, 2023

Subject: Award Letter for Grant Request

To Pender County Health Department,

Congratulations! We are pleased to inform you that the University of North Carolina Wilmington College of Health and Human Services Community Engagement team, representing the Southeastern North Carolina Regional Health Collaborative (SENCRHC), has reviewed your recent grant request and has awarded the Pender County Health Department a grant in the amount of \$32,000.

Enclosed you will find an explanation of the responsibilities and expectations of both parties in our grant relationship. As a reminder, direct food purchase is not an allowable expense. Please follow the procurement process for your county.

This is a reminder of the timeline for the mini grants. All funds must be encumbered by December 31, 2023 or returned to Duplin County to be reallocated. All funds must be spent or returned to Duplin County by March 31, 2024.

As the agreement indicates, you are responsible for submitting a monthly report until the completion of your initiatives on or before March 31, 2024. The monthly reporting form is in the format of a Qualtrics survey which can be found [here](#). To help you prepare for your report, a pdf version of the reporting form can be found [here](#). A job aid on how to complete the reporting form can be found [here](#). Please note reports are due by the seventh of each month. If you have questions, please email the Region 8 ARPA Public Health Workforce Initiative Directors, Tiffany at engagechhs@uncw.edu.

Thank you,

Tiffany R. Erichsen

Tiffany R. Erichsen

Center for Workforce Development Coordinator
Community Engagement | College of Health and Human Services



Date: August 31, 2023

Subject: Award Letter for Grant Request

To Pender County Health Department,

Congratulations! We are pleased to inform you that the University of North Carolina Wilmington College of Health and Human Services Community Engagement team, representing the Southeastern North Carolina Regional Health Collaborative (SENCRHC), has reviewed your recent grant request and has awarded the Pender County Health Department a grant in the amount of \$50,000.

Enclosed you will find an explanation of the responsibilities and expectations of both parties in our grant relationship. As a reminder, direct food purchase is not an allowable expense. Please follow the procurement process for your county.

This is a reminder of the timeline for the mini grants. All funds must be encumbered by December 31, 2023 or returned to Duplin County to be reallocated. All funds must be spent or returned to Duplin County by March 31, 2024.

As the agreement indicates, you are responsible for submitting a monthly report until the completion of your initiatives on or before March 31, 2024. The monthly reporting form is in the format of a Qualtrics survey which can be found [here](#). To help you prepare for your report, a pdf version of the reporting form can be found [here](#). A job aid on how to complete the reporting form can be found [here](#). Please note reports are due by the seventh of each month. If you have questions, please email the Region 8 ARPA Public Health Workforce Initiative Directors, Tiffany at engagechhs@uncw.edu.

Thank you,

Tiffany R. Erichsen

Tiffany R. Erichsen



Pender County Approval of the Scope of Services for the Pender Memorial Hospital Board of Trustees

TO: BOCC
FROM: Sarah Taylor
DATE: November 6, 2023
SUBJECT: Approval of the Scope of Services for the Pender Memorial Hospital
Board of Trustees

SUMMARY:

Due to the recent decision to transfer Pender Memorial Hospital Inc. to Novant, Pender County is seeking new members for the Board of Trustees. The Board of Trustees' mission is to oversee Novant's management of the hospital including holding the authority to credential physicians and other health care professionals, to oversee medical staff peer review matters, and to be responsible for administrative quality improvement activities; to review capital and operating budgets and long-range plans and to make recommendations with respect thereto; to review and comment on proposals to add or delete programs and services offered by Novant; and to monitor the performance of Novant in the operation of Pender Memorial Hospital. Trustees serve three (3) year terms and may be appointed to serve up to three (3) consecutive three (3) year terms.

ACTION REQUESTED:

Approve the Scope of Services for the Pender Memorial Hospital Board of Trustees and the advertisement of the Trustee positions.

Pender Memorial Hospital Inc. Board of Trustees

Overview

Due to the recent decision to transfer Pender Memorial Hospital Inc. to Novant, Pender County is seeking new members for the Board of Trustees.

Pender Memorial Hospital Inc. is a private, non-profit corporation that is the owner of the critical access hospital located at 507 East Fremont Street in Burgaw. PMH has one member, Novant New Hanover Regional Medical Center LLC, which is responsible for day-to-day operations of the hospital. Pender Memorial Hospital's mission is to provide Pender County residents and surrounding communities with quality hospital and healthcare services and local access to physicians, specialists, and other providers.

Pender Memorial Hospital is governed by an eleven-member Board of Trustees. Six members are appointed by Pender County, one of which is a County Commissioner. Five members are appointed by Novant Health, one of which is the Chief of Medical Staff. The Board of Trustees' mission is to oversee Novant's management of the hospital including holding the authority to credential physicians and other health care professionals, to oversee medical staff peer review matters, and to be responsible for administrative quality improvement activities; to review capital and operating budgets and long-range plans and to make recommendations with respect thereto; to review and comment on proposals to add or delete programs and services offered by Novant; and to monitor the performance of Novant in the operation of Pender Memorial Hospital.

Trustees serve three (3) year terms and may be appointed to serve up to three (3) consecutive three-year terms; however, the Board of County Commissioners may remove a member of the Board of Trustees appointed by the County with or without cause. This is an incredible opportunity to serve the citizens of Pender County.

Essential Functions

- Attend all regular Board meetings as a representative of the citizens of Pender County
 - There are at least four meetings scheduled per year
 - Three or more unexcused absences in one fiscal year from regular meetings is cause for review and a recommendation for removal
- Effectively represent the community's interests by being an active and informed participant in the hospital's affairs
- Review and provide feedback on capital and operating budgets
- Review and provide feedback on long-range plans
- Review and provide input on the addition or deletion of programs and services provided by the hospital
- Review, understand, and be able to hold Novant accountable for the investment commitment goals outlined in the Master Service Agreement including:

- Expending \$50 million within 10 years on identified program expansions, staff recruitment, physical facilities, and equipment
- Converting the medical center into a community general hospital within five years
- Improving access to specialty care providers in Pender County

Knowledge, Skills and Abilities, Education and Experience

General or significant knowledge of business or not-for-profit administration and management, organizational structure and leadership, or healthcare. Experience in reviewing complex financial statements and budgets. Experience in reviewing long-range plans, legal documents, or credentialing requirements. General understanding of programs and services offered in healthcare.

Ability to analyze financial statements, plans, credentials, or legal documents and raise appropriate questions or concerns. Ability to make sound, rational decisions in the best interest of the citizens of Pender County. Willingness to hold other Board members and the corporation accountable for actions and decisions that affect the operation of Pender Memorial Hospital. Demonstrated ability and willingness to keep County officials abreast of the affairs of the hospital as appropriate.

Must be of good moral character and at least 21 years of age.



Pender County Pender County Water Tower Logo Design

TO: BOCC
FROM: Brandi Cobb
DATE: November 6, 2023
SUBJECT: Pender County Water Tower Logo Design

SUMMARY:

The Scotts Hill Tank is part of a tank and three well project at a cost of 13 Million dollars. The engineering firm is CDM Smith, and the construction contractor is Harper Construction. Harper has an office trailer at the Scotts Hill tank and EMS station. The tank that is being constructed is a 500,000-gallon tank that will give PCU 1.5 million gallons of reserve water on the east corridor consisting of Scotts Hill Tank, Hampstead Tank, and the Topsail Tank. The Topsail Tank says "Topsail" as a logo. The Hampstead tank says "Hampstead" and has a pirate mascot for the Topsail High School. The previous Utilities Director "Kenny Keel" approved the PCU logo to be placed on both sides of the new Scotts Hill Tank. The logo will be facing traffic coming into Scotts Hill on HWY 17 and leaving Scotts Hill on HWY 17. The PCU logo stencil has already been purchased, along with the colored paint for the logo at a cost of \$20,000 dollars. The logo came into question at the October 16th board meeting. Anthony Colon the new Utilities Director contacted CDM Smith and asked them to halt the tank painting until a decision has been made on what to do about the logo.

Pender County is currently working towards creating a more unified branding look. In effort to continue with this, the County Manager's office is presenting the Board with new options for a water tower design. A Pender County Utilities logo was submitted to a design company to be painted on the new water tower near Scotts Hill. Staff feel the County could better utilize the money with a design that is more consistent with the county's new rebranding goals.

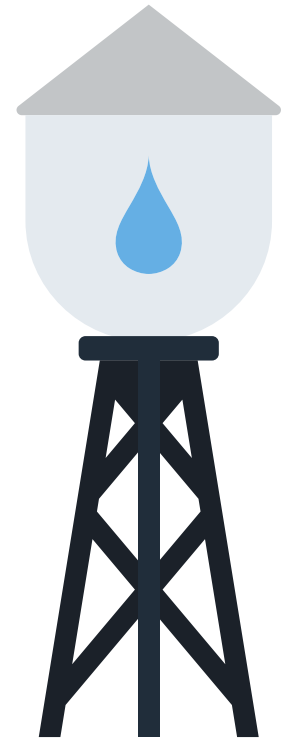
ACTION REQUESTED:

Approval of a presented design.

ATTACHMENTS:

PowerPoint

PENDER COUNTY WATER TOWER DESIGN





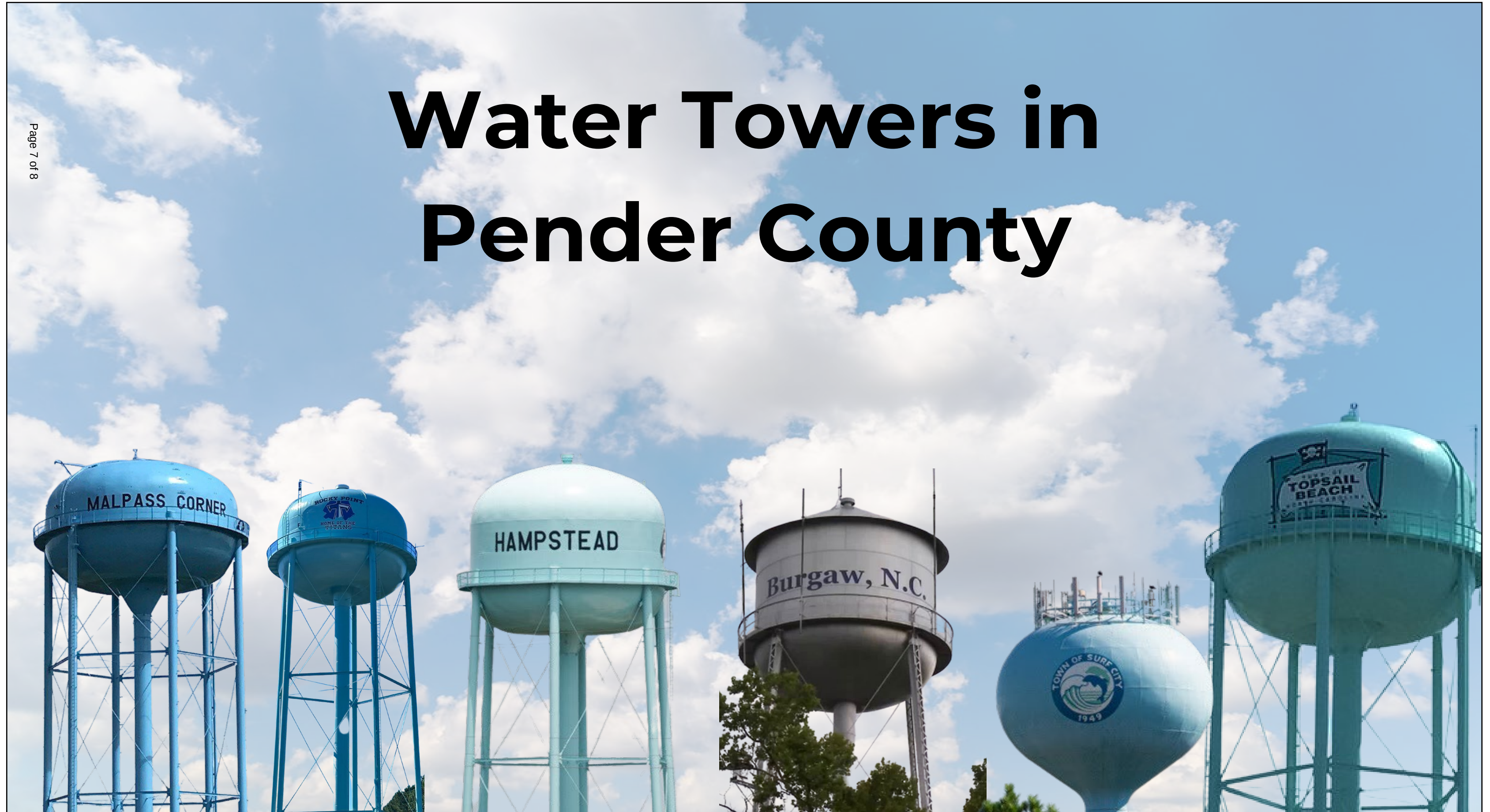




Examples of Branding on Water Towers in Counties in NC



Water Towers in Pender County



Importance of Branding

- **there is an identity associated with branding**
- **memorable and encourages people to come back to Pender County**
- **supports our County branding**
- **sense of pride when we see our brand**





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Anthony Colon
DATE: November 6, 2023
SUBJECT: Approval of Purchase Order and Budget Amendment to Purchase a Truck for \$41,467.10

SUMMARY:

Replacement was scheduled for 2010 Ford Expedition this year vehicle number 4000. Vehicle was struck on 10-19-2023 at no fault to employee and totaled. There will be proceeds from insurance and at this time the value is unknown. Those proceeds will go back into the enterprise fund when received. The replacement vehicle is on the ground at Performance Dodge for \$41,467.10 the residual in capital outlay is \$6,370.26. The difference needed is \$35,069.84 to purchase the replacement vehicle from the enterprise fund. Vehicles have costed the department over 38% more than budgeted due to no state pricing that is the reason for the deficit.

ACTION REQUESTED:

Approval of budget ordinance amendment and purchase order, to purchase a truck for \$41,467.10

ATTACHMENTS:

Invoice
BOA



2023 RAM 1500 Special Service Vehicle

North Carolina Statewide Vehicle Contract #202100002

Category H - Law Enforcement Vehicles

Contract Term Dates: May 10, 2021 - May 9, 2023

PENDER COUNTY



Some Factory Options Shown - Rambox N/A 2023



Aftermarket Police Console Shown

Drivetrain Configurations

5.7L Hemi V-8	☒	DS6T98	2023 RAM 1500 SSV Crew Cab, 4wd, 5.7L Hemi V-8	\$ 37,589.25
---------------	-------------------------------------	--------	--	--------------

NC70A Base Vehicle Configuration

Base Powertrain Configuration

LDDE48	5.7L Hemi V-8 MDS VVT Engine, 8 Speed Automatic Transmission	Base
--------	--	------

Base Interior Configuration

Vinyl	Vinyl Floor Covering	Base
Front	Cloth Front Seat Covering	Base
Rear	Vinyl Rear Seat Covering	Base

Base Package / Options

DS-Classic Body Style

Uconnect 3 with 5.0" Touchscreen Display	Electric Shift on the Fly 4wd Controller
4 Key Fobs Total	Full Size Spare Tire
Class IV Receiver Hitch	Power 10 Way Driver Seat
7/4 Way Trailer Wiring Connector	Power Windows/Locks/Mirrors
17 x 7.0 Steel Wheels	Spray In Bedliner
P265/70R17 BSW All Season Tires	Remote Keyless Entry
ParkView Rear View Camera	Cruise Control

Option Availability and Compatibility Vary USE THIS FORM AS A GUIDE Please Return to your Performance Representative For Confirmation				
Seat/Trim Options				
			MSRP	6% Disc
☒	D5/X8	Cloth Front/Vinyl RearSeat, 40/BLANK/40 NO Center Section	STD	STD
☐	D7/X8	Cloth Front/Vinyl Rear Seat, 40/20/40 Bench Seat	\$ 50	\$ 47.00
Functional Packages				
			MSRP	6% Disc
☒	ADB	Protection Group	\$ 395	\$ 371.30
☒	AED	Chrome Appearance Group	\$ 695	\$ 653.30
☐	AJB	Remote Start & Security Alarm Group	\$ 395	\$ 371.30
Interior Options				
			MSRP	6% Disc
☐	CKE	Carpet Floor Covering	\$ 125	\$ 117.50
☐	GFA	Rear Window Defroster	\$ 195	\$ 183.30
☐	LSU	Full Speed Forward Collision Warn Plus	\$ 455	\$ 427.70
☐	RSD	SiriusXM Radio (with 1 year trial)	\$ 195	\$ 183.30
☐	XAP	Power Adjustable Pedals	\$ 140	\$ 131.60
☒	XHC	Trailer Brake Controller	\$ 295	\$ 277.30
Exterior Options				
			MSRP	6% Disc
☒	DSA	Anti-Spin Rear Differential Axle	\$ 495	\$ 465.30
☒	DMH	3.92 Rear Axle Ratio	\$ 95	\$ 89.30
☐	GPG	Power Black Trailer Tow Mirrors	\$ 180	\$ 169.20
☒	TTB	LT265/70R17E BSW All Terrain Tires	\$ 250	\$ 235.00
☒	LM1	Daytime Running Lights (Low Beam)	\$ 40	\$ 37.60
☒	MDA	Front License Plate Bracket	N/C	N/C
☐	NFX	32 Gallon Fuel Tank	\$ 445	\$ 418.30
☐	NHK	Engine Block Heater	\$ 95	\$ 89.30
☐	XM9	Delete Spray In Bedliner	\$ (50)	\$ (47.00)
Additional Options				
☐			\$	-
☐			\$	-
☐			\$	-
☐			\$	-
☐	Tier 1	Tier 1 Color Upcharge (\$95 Per Truck)	\$	95.00
☐	Tier 2	Tier 2 Color Upcharge (\$190 Per Truck)	\$	190.00
Standard Colors:				
			Quantity	
No Cost Colors				
☒	PW7	Bright White Clear Coat	1.00	
☐	PR4	Flame Red		
Tier 1 - Additional \$95 Per Truck				
☐	PRV	Delmonico Red Pearl Coat		
☐	PXJ	Diamond Black Crystal Pearl Coat		
☐	PBJ	Hydro Blue Pearl Coat		
☐	PPX	Patriot Blue Pearl Coat		
Tier 2 - Additional \$190 Per Truck				
☐	PSC	Billet Silver Metallic Clear Coat		
☐	PAU	Granite Crystal Metallic Clear Coat		
Low Volume Colors Available Upon Request				
			Enter Quantity Here	

Dealer Added Equipment

☐	Shell	Paint to Match Camper Shell, Glass Rear/Solid Sides with Shelves	\$ 5,056.25
☐	Slide	1,000 LB 75% Bedslide	\$ 1,623.75
☐	Tri Fold	Tri Fold Hard Tonneau Cover	\$ 1,281.25
☐	Hard Tonn	Paint to Match Fiberglass Tonneau Cover	
☒	Decked	Decked Slide Out Tray System	\$ 1,748.75
☐			
☐			

Total Price Per Vehicle: \$ 41,467.10

Number Units This Spec: 1.00

Total this Order: \$ 41,467.10

Notes & Instructions:

Agency Information:

Agency Name: PENDER COUNTY

Contact: ANDY DEVANE

Position: ASSET MANAGER

Address 1: 805 S. WALKER STREET

Address 2:

City, State, Zip: BURGAW, NC 28425

Office Phone: 910-259-1467

Cell Phone:

Email: adevane@pendercountync.gov

Amy Hill**Government & Fleet Sales**

605 Warsaw Road

Clinton, NC 28328

ahill@ramclinton.com

(336) 687-7964 Cell

Dianne Nelms**Government & Fleet Sales**

605 Warsaw Road

Clinton, NC 28328

dnelms@ramclinton.com

(910) 214-2956 Cell

PERFORMANCE
AUTOMOTIVE



Pender County Budget Ordinance Amendment

Page 5 of 5

Fiscal Year

FY 2023-2024

Department

072 - WATER OPERATIONS

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-399000	Water Unappropriated Fund Balance	\$35,069.84
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-407403	Capital Outlay -Vehicle	\$35,069.84
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues
35069.84

Total Expenditures
35069.84

Budget Amendment Balances when Zero.
0

Prepared By:
James Proctor

Email
jproctor@pendercountync.gov



Pender County Application for Gift - Eagle Scout Project

TO: Board of County Commissioners
FROM: Zack White
DATE: November 6, 2023
SUBJECT: Application for Gift - Eagle Scout Project

SUMMARY:

On 9/28/23 we received an application for a gift/donation from Skyler Sholtis to complete his eagle scout project. The proposed project is a bocce ball court that will be installed at Hampstead Kiwanis Park. The project will be funded and constructed by the scouts. Staff believe that this project will be an asset to the park lawn game area. Staff have asked the eagle scout to provide further information as requested at the 10/16/23 BOCC meeting.

The application, Eagle Scout Workbook and proposed project photos are attached for review.

ACTION REQUESTED:

To approve the Eagle Scout project.

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

APPLICANT INFORMATION	
Applicant Name:	Skyler Sholtis
Applicant Address:	347 S. Belvedere Dr.
Applicant Phone Number:	910-685-5313
Applicant Email Address:	skylersholtis@gmail.com
Applicant Website (if applicable):	NA

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than \$100.00.)	Eagle Scout Project, the gift is a bocce ball court, built and funded by scouts
Purpose of Gift or Donation:	Eagle Scout Project and gift to Kiwanis Park
Goals to be Achieved by Gift or Donation:	Provide an additional activity to Kiwanis Park and gift an eagle project
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	Signage

OTHER INFORMATION	
Please include any other information that may be helpful to the County's consideration of this application (you may attach additional pages if needed):	Project funding will be raised by scouts, and any suggestions or changes can be incorporated in the project. The project will provide a change for other scouts to gain service hours.

By submitting and signing this Application, the undersigned certifies that that they have read Pender County's Gifts and Donations Policy and that this proposed gift/donation is not prohibited by that policy.

Application Submitted by: _____Skyler Sholtis_____ (printed name)
_____ (signature)

Date submitted: _____9/28/23_____



Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Skyler Andrew Sholtis

Please give a name to your project Bocce Ball at Kiwanis Park

*Eagle Scout Service Project Workbook No.2021c
January 2021*

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Skyler Andrew Sholtis		Birth date: 07/01/2006	
Email Address: skylersholtis@gmail.com		BSA PID number:	
Address: 347 S Belvedere Dr	City: Hampstead	State: NC	Zip: 28443
Preferred telephone(s):		Life Board of Review date: 07/20/22	

Current Unit Information

Check One: ☒ Troop ☐ Crew ☐ Ship	Unit Number: 777
Name of District:	Name of Council:

Unit Leader Check One: ☒ Scoutmaster ☐ Crew Advisor ☐ Skipper

Name: Thomas Jackson		Preferred telephone(s): 919-738-9067	
Address: 457 Old Folkstone Rd	City: Holly Ridge	State: NC	Zip: 28445
Email Address: ncdotwelder@yahoo.com			

Unit Committee Chair

Name: Sarah Jackson		Preferred telephone(s): 919-738-9057	
Address: 457 Old Folkstone Rd	City: Holly Ridge	State: NC	Zip: 28445
Email Address: topsailis@yahoo.com			

Unit Advancement Coordinator

(If your unit has one)

Name:		Preferred telephone(s):	
Address:	City: Burgaw	State: NC	Zip: 28425
Email Address:			

Project Beneficiary

(Name of religious institution, school or community)

Name: Pender County Park Rep		Preferred telephone(s): 910-259-1330	
Address: 805 South Walker Street	City:	State: NC	Zip:
Email Address: parksandrec@pendercountync.gov			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Zach White		Preferred telephone(s): 910-663-4771	
Address: 586 Sloop Point Coop Rd	City: Hampstead	State: NC	Zip: 28443
Email Address: zwhite@pendercountync.gov			

Your Council Service Center

Contact Name:		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name:		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name: Jim Burns		Preferred telephone(s): 910-297-4487	
Address: 220 Quarter Horse Ln	City: Hampstead	State: NC	Zip: 28443
Email Address: jburnspe@bellsouth.net			

Project Description and Benefit

Briefly describe your project

The project will be a bocce ball court at Kiwanis Park, and will be located in an open area next to a pavilion and other activities in the area. The intended area will be a 12 feet by 70 feet rectangle on a flat grassy area. The site around the area will be cleared of all debris. The project's first phase will be a 12 by 70 foot hole that will be dug 2 inches deep with posts that are dug 4 inches. A weed protection and wood frame will be built in the dug area, which will help keep the project clean and sustainable. It will also provide a better experience for the people who choose to use the court. The area inside of the frame will be protected. The playing surface will consist of gravel for drainage and crushed oyster shell as a smooth playing surface. The project will be built low to the ground which will help protect against the elements. The chosen materials will help to make it last without deterioration. The project has additional space around it that could be used for other miscellaneous activities.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

The project will be helpful to the beneficiary by attracting more people and giving the area a more specific use. The park already has other areas with different activities, and the addition of a bocce ball court will add more variety to the park. The rec group wants to provide a welcoming environment to the people who enjoy it. This project will help increase the diversity of equipment in the area and help to provide the parkgoers with more enjoyment.

When do you plan to begin carrying out your project?

October

When do you think your project will be completed?

November

Giving Leadership

Approximately how many people will be needed to help on your project?

Where will you recruit them (unit members, friends, neighbors, family, others)?

I will be recruiting unit members from my own troop along with the family member of them.

What do you think will be most difficult about leading them?

Organizing specific times and dates that work with the unique schedules of the unit members will be the the most difficult part. Getting the work organized and tasks assigned to experts who have more experience will be the hardest part during the building the project.

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

- 2 tons crushed oyster shell
- 6 tons gravel 3/4" Class II Recycled Road Base
- 8 4x4x12 boards
- 5 2x6x12 boards
- 5 2x6x12 boards
- 32 2x6x14 boards
- 6 50x3 landscaping fabirc
- screws
- stakes
- concrete bags

The project is split into three parts for supplies. The main cost and bulk are the oyster and gravel. The lumber will be used for the frame. The landscaping fabric will be for weed protection and the rest are miscellaneous items that will be needed.

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

There will be food and refreshments for the members working on the project. Equipment such as goggles, gloves, hearing protection, and proper clothing (appropriate for the weather) will be needed for saftey. We will provide some other items that include: caution tape, garbage bags, a first aid kit, and the plans for building.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Equipment that will be needed includes shovels, marking tools, cordless drills, a 100ft tape measure, a level, hammers, a miter saw, wheelbarrow, ditch witch, a tamper, and a generator. The marking tools and shovels will be used to dig the hole. The wheelbarrow and ditch witch will be used to transport dirt and other materials as needed. The measurement and other tools will be used for the building of the frame.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

Transportation of lumber, gravel, oyster shells, and dirt will all be needed.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Permissions for building that are needed will be obtained by the beneficiary.

-811 locate of utilities (to be requested)

-Parks/rec approval

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below
(include sales tax if applicable)

Materials:	1730.00
Supplies:	50.00
Tools:	0.00
Other:	50.00
Total Costs:	1830.00

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Both monetary and resource donation will be accepted from businesses such as Lowe's Home Improvement. Other fundraising means are to be determined.

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Complete the Final Project Plan
2	Project presentation
3	Fundraising
4	Material sourcing
5	Area survey, project confirmation, and utility locate
6	Digging the area
7	Building the frame
8	Moving gravel/oyster shell
9	Walk through with the beneficiary
10	Thank helpers/participants/donors

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Light material and tools will be transported with vehicles, along with the lumber. The gravel and oyster shell will be transported by truck and will be delivered by the suppliers.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "Age Guidelines for Tool Usage" at [Scouting.org](https://www.scouting.org/toolbox/)

Adults will operate all electric and gas powered tools, along with any heavy machinery. The youth will move and place the cut lumber. They will also dig the hole and move the excess dirt. The entire team will help in moving the gravel and oyster shell. The use of proper clothing, gloves, and goggles will be important when dealing with the lumber. A first aid kit will also be brought to treat any minor injuries. Some injuries that could happen include cuts, scrapes, twisted ankles, sprains, flying debris, bruises, heat exhaustion, heat stroke, other temperature related injuries, major cuts, and broken bones. These injuries can all be prevented using proper safety methods and equipment. Keeping other people that are not involved in the project out of the work zone will be solved using caution tape and markers. There will be a safety briefing before each work day, along with an appointed supervisor that is tasked with general safety.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

- Make the project plan clear to all participants
- Review the completed plan
- Verify the measurements and materials are correct
- Make sure the dates that the project is scheduled for will work with everyone who is participating
- Check weather conditions are fine before arrives

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*		<i>Sign below before you seek the other approvals for your proposal.</i>	
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.			
Signed		Date	

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.

Unit Leader Approval*		Unit Committee Approval*	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

Beneficiary Approval*		Council or District Approval	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes _____ No _____			
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

* While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.



Eagle Scout Service Project Plan



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Skyler Andrew Sholtis

Eagle Scout Service Project Name Bocce Ball at Kiwanis Park

Planned start date

Planned completion date

Eagle Scout requirement 5 says you must "plan" and "develop" your service project. Though this project plan is a tool for your use, and is not approved or signed, it is important in helping to show you have done the required planning and development. You should take this project plan with you to your Eagle Scout board of review. Note that you are not required to provide more details than are necessary for the accomplishment of your project.

A Scout who is prepared will complete the project plan, and then review it with the designated project coach before carrying out the project. The council or district representative who approved your project may have agreed to serve as your project coach, or someone else may be designated to take this important role. A project coach's involvement and review of your project plan is optional, but it can help you avoid many problems or mistakes. This can also improve your chances of passing the Eagle Scout board of review.

You should also show your project plan to your beneficiary prior to carrying out the project. This will help ensure your plans agree with the beneficiary's expectations. Remember, the project beneficiary has the authority to require and approve a project plan. Be sure to read "Navigating the Eagle Scout Service Project" at the end of this workbook.

Comments From Your Proposal Review

What suggestions were offered by the council or district representative who approved your project?

[illegible]

Project Description and Benefit - Changes from the Proposal

As projects are planned, changes are usually necessary. If they are major, it is important to confirm they are acceptable to the beneficiary. You should also discuss major changes with those who approved your proposal, and also with your coach, to get an idea if the changes will be acceptable to your board of review.

How will your project be different from your approved proposal?

The first step in the process of developing a business plan is to conduct a market analysis. This involves researching the industry, identifying potential customers, and understanding the competitive landscape. Once this information is gathered, the next step is to define the business's mission and vision. This provides a clear direction for the company and helps to guide decision-making.

Will the changes make the project more, or less, helpful to the beneficiary? Explain:

Present Condition or Situation *Include "before" photographs to show the board of review as attachments.*

Describe the present condition of the worksite. For an event or activity, describe your biggest obstacles.

The condition of the worksite is clean and level. It is an open grassy area that is free of any large debris such as rocks, tree branches, or logs.

Project Phases

You may have more than ten phases, or fewer, as needed.

Look at the phases from your proposal. Make any changes, then provide a little more detail, including approximate starting and ending dates for each phase. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Project Planning (end: ?)
2	Project Presentation (current date)
3	Fundraising (date)
4	Area survey, project confirmation, and crew set up (date)
5	Material delivery (date)
6	Measure, mark, and clean the area/dig the hole (date)
7	Build Frame (date)
8	Fill Frame (date)
9	Walk through with beneficiary
10	Thank helpers/participants/donors

Work Processes

Prepare a step-by-step list of what must be done and how everything comes together: site preparation, sizing, assembly, fastening of materials, finishes to be used (paint, varnish, etc.), uses of supplies and tools, etc. Your project coach may be able to assist.

- Secure the area
- Clear the area of any debris
- Move materials for the project (Everything needed for the dig site and dirt movement)
- Start first stage in the project
- Complete the first stage of the project (This includes digging the hole and removing the excess dirt from the area)
- Move materials for the second stage of the project (Wood and tools required for the frame)
- Start second stage in the project
- Complete the second stage of the project (This includes building the wooden frame)
- Move materials for the third stage of the project (Includes gravel and oyster flour)
- Start third stage in the project (Includes filling the frame with gravel and oyster flour)
- Complete the third stage of the project
- Check the project for completion and satisfaction

Attachments

If you are unable to attach items within this workbook, please put them in separate documents that you may send along with your workbook. Attachments might include such things as additional plans, drawings, diagrams, maps, and pictures that will help you carry out your project. They may also be helpful to your workers, your coach, the project beneficiary, and to your board of review. Drawings, if needed, should be to scale. If you are planning an event or activity, something like a program outline or a script would be appropriate.

Permits and Permissions

If you will need permissions or permits*, what is being done to obtain them, and when will they be issued?

-811 area survey with plan/location
Parks and Rec approval

* Could include building or electrical permits, dig permits, event permits, permission to access property, wilderness or back country permits, etc.

Materials List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plywood	3/4", 4'x8', B-C interior grade	3	20.00	60.00	ABC Hardware Donation
---------	---------------------------------	---	-------	-------	-----------------------

Item	Description	Quantity	Unit Cost	Total Cost	Source
wood board	4"x4"x12", exterior grade	8	18.38	107.82	Lowe's
wood board	2"x6"x12", exterior grade	5	11.48	42.09	Lowe's
wood board	2"x6"x10", exterior grade	5	10.18	37.32	Lowe's
wood board	2"x6"x14", exterior grade	32	15.08	353.84	Lowe's
Landscape fabric	50"x3", weed protection	6	29.99	131.94	Lowe's
screws	10x3", exterior grade, 270 count	1	37.98	27.85	Lowe's
concrete bags	50 lb, dry mix bags	6	4.42	19.45	Lowe's
oyster flour	Rain Country Grey Pearl Bocce Blend	2 tons	469.99	939.98	?
gravel	3/4" Class II Recycled Road Base	6 tons	64.98	389.88	?
Total cost of materials:				1977.04	

Supplies List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plastic tarp	9' x 12', 2mil thick	2	4.00	8.00	ABC Hardware
--------------	----------------------	---	------	------	--------------

Item	Description	Quantity	Unit Cost	Total Cost	Source
food	Platters/sandwiches	10	5	52.38	lowe's foods
water	24 pack water bottles	2	3.59	7.18	lowe's foods
measuring tape	100 ft	2	0	0	Self
plastic tarp	9'x9' 2mil	1	0	0	Self
level	measurement level	1	0	0	Self
Total cost of supplies:				59.56	

Tools

List tools and equipment that must be purchased or rented; with quantity, unit cost, total cost, source, and who will operate or use it. See example.

Circular power saw*	1	0.00	0.00	Mr. Smith	Mr. Smith
---------------------	---	------	------	-----------	-----------

Tool	Quantity	Unit Cost	Total Cost	Source	Who will operate/use?
electric drill	2	0	0	Mr. Sholtis	Adult
miter saw	1	0	0	Mr. Sholtis	Adult
tamper	1	66	69.14	Lowe's	Adult
rake/shovels	3	0	0	Mr. Sholtis	Adult/youth
wheelbarrow	1	0	0	Mr. Sholtis	adult/youth
Total cost of tools:			69.14		

Other Needs

List each item, description, quantity, unit cost, total cost, and source. For donated items, show value in cost columns. See example.

Printing	Marketing brochure	2000	0.01	20.00	ABC Hardware
----------	--------------------	------	------	-------	--------------

Item	Description	Quantity	Unit Cost	Total Cost	Source
Hand tools	hammers, srewdrivers,	TBD	0	0	Self
table	plastic folding table	1	0	0	Self
Total cost of other needs:					

Expenses

Item	Projected Cost
Total materials (from above)	1977.04
Total supplies (from above)	59.56
Total tools (from above)	0.00
Total other (from above)	69.14
Total cost	2105.74

Revenue

Total to be raised: \$ 2150.00

Contribution from beneficiary: \$ 0.00

Describe how you will get the money for your project. Include what any helpers will do to assist with the effort and also any requests you will make for donations of supplies, materials, etc.

Donations for materials by Lowes. Other monetary donations

Giving Leadership

Fill out the chart below, telling about specific jobs that need to be done, the skills needed to do them, whether they must be adults or may be youth, how many helpers are needed, and how many you have so far (if any). For example:

Work at car wash	Able to drive or wash cars	Adult drivers/supervisors, youth to wash	2 adults, 10 youth	1 adult, 5 youth
Job to Be Done	Skills Needed (if any)	Adult or Youth	Helpers Needed	Helpers So Far
cleaning area	none	youth	2 youth	
digging	shovel use	both	4 youth, 3 adults	
wood shaping/cutting	use of saw, measurement skills	adult	3 adults	
frame building/placement	measurement skills, heavy lifting	both	4 youth, 3 adults	
material transportation	vehicle needed, can drive	adult	3 adults	
material movement	lift heavy objects	both	6 youth, 3 adult	
frame drilling	drill use	adult	2 adults	
gravel/oyster four movement	heavy lifting, wheelbarrow use	both	6 youth, 3 adults	
tamping	use of a tamper	adult	2 adults	

What are your plans for briefing helpers, or making sure they know how to do what you want them to do?

I will make sure they know what job they are doing and what goal they are trying to achieve. I will also make sure my directions are clear and answer any questions that are asked. I also plan to make the overall build into stages to help provide an image to work toward.

What is your plan for communicating with your workers to make sure they know how to get to the site and where to park, that they will be on time and they will have with them what they need?

I will plan online and through meetings. I will use meetings to provide overall dates, times, and general information. I will use online communication for specific details and coordination.

Logistics

How will the workers get to and from the place where the work will be done?

They will be driven by adults or drive themselves.

How will you transport materials, supplies, and tools to and from the site?

Most materials will be transported by adults, with some of the materials being delivered.

How will you assure the tools used are in good condition, that clearance and barriers needed between users are considered, and that the tools are properly used and stored?

I will make a list of all the tools that will be used to make sure everything is in order. I will also make sure that helpers understand where tools will be stored and how they should properly be stored.

How long will your helpers be working each day? (Recommend no more than eight hours per day)

The build will be split into 3 phases, each phase will have 4-6 working hours.

How will the workers be fed?

Provisions will be brought or delivered to the site.

Where will restrooms be located?

Restrooms will be located at the pavilion, near the soccer fields.

Safety

Will a first aid kit be needed for this project? If so, where will it be kept?

A first aid kit will be needed and will be kept nearby in a location known by everyone working.

Will any hazardous materials or chemicals be used? If so, how will you see that they are properly handled?

Concrete will be properly stored until it is ready for use. It will be used carefully when it is needed.

List hazards you might face. These could include severe weather, wildlife, hazardous tools or equipment, overhead or underground utilities, sunburn, etc. What will you do to prevent problems? For example, "Hazardous tools will be operated by adults only."

Potential Hazard	What will you do to prevent problems?
Equipment malfunction	Make sure the equipment is properly used and functional
Sunburn	Use of sunscreen
Hazardous weather	Plan ahead and choose a day with good weather
Minor injuries	Make sure safety equipment is used and known, while also bringing a first aid kit
Major injuries	Proper use of tools/equipment, and qualified operators for specific tools/equipment

How do you plan to communicate these safety issues and hazards to your helpers?

I plan to make sure they all know the hazards that are around the area and specify the use of safety. I also plan to make sure they know what tools will be used and where they will be located. I will make sure they know what materials are being used and what they are used for. A safety briefing beforehand will also be used.

What personal protective equipment or supplies may be needed? (For example, gloves, goggles, hardhats, etc.)

Gloves, goggles, proper clothes, closed-toed shoes, water, sunscreen, and bug spray are all protective equipment that will be needed and used.

When will you hold a safety briefing? Prior to building

Who will conduct it? A trusted adult

Who will be your first-aid specialist? An adult

How may emergency vehicles access the site?

They will be able to use a main road (Country Club dr.) to access the site

Contingency Plans

What would cause postponement or cancellation of the project? What will you do should this happen?

Bad weather, supply delays, personal injuries, or illnesses may postpone the project. I plan to make sure that everyone will be safe the day of working. If the conditions are not good enough I will postpone the building. If supplies are needed, I will either postpone the building to another day or have a helper get the needed supplies. Personal injuries or illnesses will cause the project to be postponed, unless it is an additional helper that is not mandatory. Workers will be notified as soon as possible if it will affect the build time or date.

Comments From Your Project Coach About Your Project Plan

A project coach's comments can be extremely helpful in assuring your project is successful.

- Take charge of my project
- Don't be afraid to give adults specific directions

Eagle Scout Service Project Fundraising Application

Before filling out this application, it is important to read "Procedures and Limitations on Eagle Scout Service Project Fundraising." This can be found on the next page: "Fundraising Application Page B." Once completed, you must obtain approval from the project beneficiary and your unit leader, and then submit the fundraising application to your council service center at least two weeks in advance of your fundraising efforts. You will be contacted if it cannot be approved or if adjustments must be made. Use this form, not the Unit Money-Earning Application.

Eagle Scout Candidate

Name: Skyler Andrew Sholtis		Preferred telephone(s):	
Address: 347 S Belvedere dr		City: Hampstead	State: NC Zip: 28443
Email Address: skylersholtis@gmail.com			
Check One: ☒ Troop ☐ Crew ☐ Ship		Unit Number: 777	
Name of District:		Name of Council:	

Project Beneficiary

(Name of religious institution, school or community)

Name: Pender County Park Rep		Preferred telephone(s): 910-259-1330	
Address: 805 South Walker Street		City:	State: NC Zip:
Email Address: parksandrec@pendercountync.gov			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Zach White		Preferred telephone(s): 910-663-4771	
Address: 586 Sloop Point Coop Rd		City: Hampstead	State: NC Zip: 28443
Email Address: zwhite@pendercountync.gov			

Describe how funds will be raised:

Donations from businesses

Proposed date the service project will begin: October 28th

Proposed dates for the fundraising efforts: October 21th

How much money do you expect to raise? \$2150.00

If people or companies are asked for donations of money, materials, supplies, or tools, how will this be done and who will do it?*

It will be done by formal letter or personal asking. Any donations will be asked for by myself. Donors include Lowes Home improvement.

*You must attach a list of prospective donor names and what they will be asked to donate. This is not required for an event like a car wash.

Are any contracts to be signed? No If so, by whom? NA

Contract details:

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Approvals

The beneficiary and unit leader sign below, in any order, before authorized council approval is obtained.

Beneficiary		Unit Leader		Authorized Council Approval*	
Signature	Date	Signature	Date	Signature	Date

Procedures and Limitations on Eagle Scout Service Project Fundraising

Eagle Scout Service Project Fundraising Application must be used in obtaining approval for service project fundraising of monies and for in-kind donations of materials, supplies, tools, or other needs.* Send the completed form with any attachments to your local council service center, where it will be routed to those responsible for approval. This may be a district executive or another staff member, the council or district advancement committee, a finance committee, etc., as determined by your council. Only one form is required per service project even if there will be multiple events, participants, or donors. It is not required to submit this form with your project proposal.

**This application is not necessary for contributions from the candidate, the candidate's parents or relatives, unit or its chartered organization, unit's parents or members, or the beneficiary. All proceeds left over from fundraising or donations, whether money, materials, supplies, etc., regardless of the source, go to the beneficiary. If the beneficiary is not allowed, for whatever reason, to retain any excess funds or materials, etc., the beneficiary should designate a suitable charity to receive them, or allow the unit to retain them. The unit must not influence this decision.*

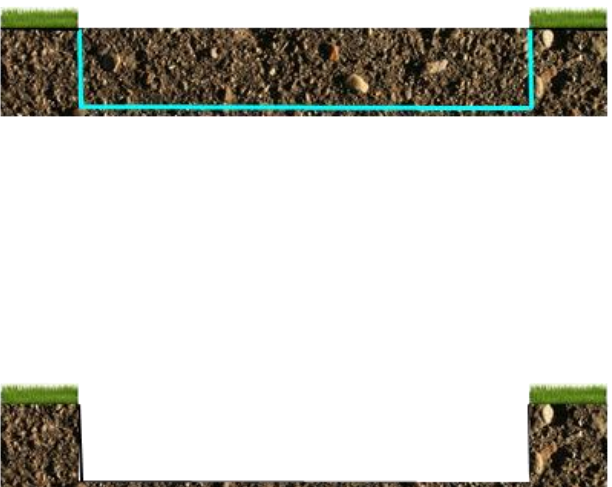
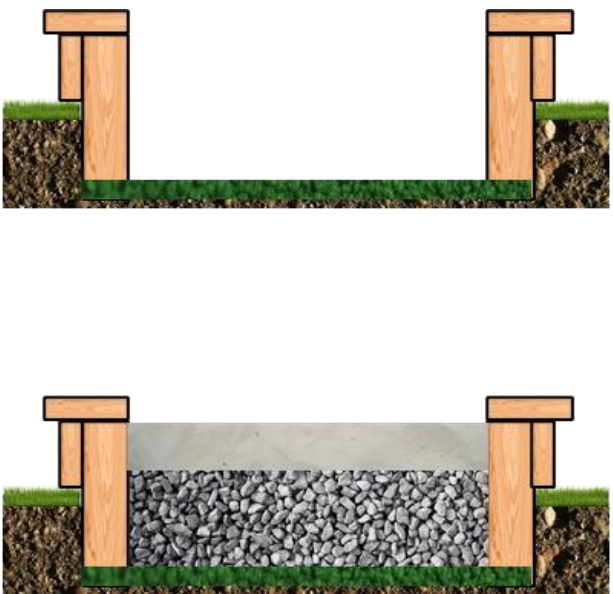
If the standards below are met, your fundraising effort likely will be approved.

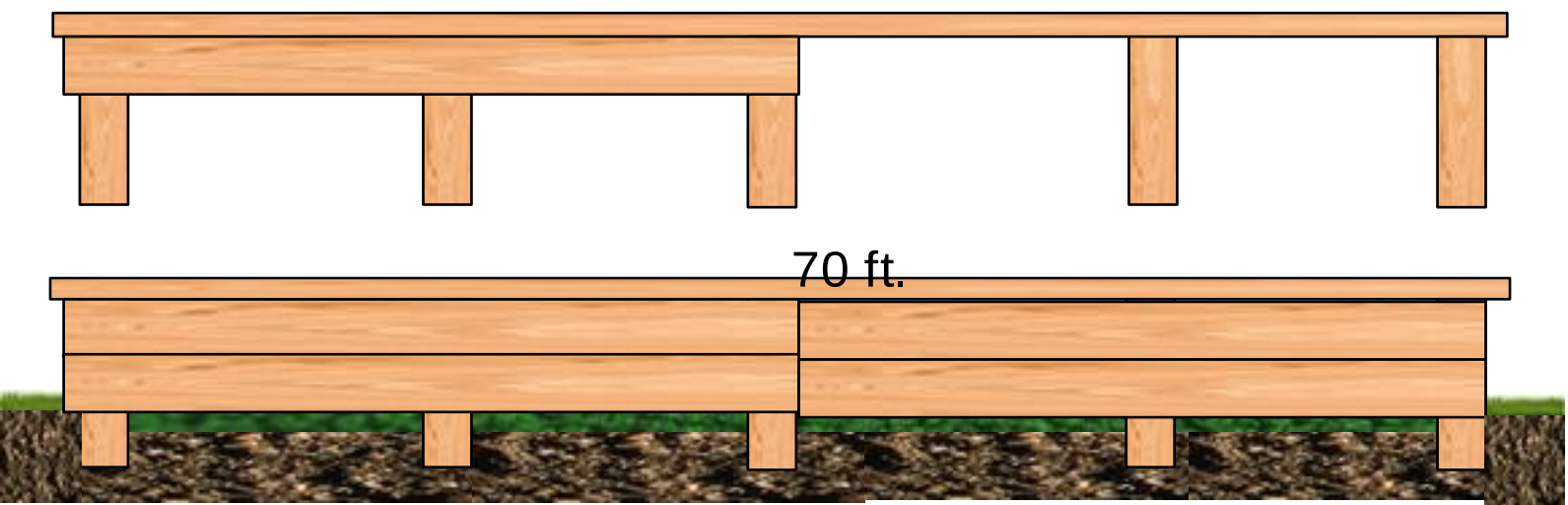
1. Eagle Scout service projects may not be fundraisers. In other words, the candidate may not stage an effort that primarily collects money, even if it is for a worthy charity. Fundraising is permitted only for securing materials, etc., and otherwise facilitating a project. Unless the effort involves contributions only from the beneficiary, the candidate, the candidate's parents or relatives, unit or its chartered organization, unit's parents or members, it must be approved by the local council. This is achieved by submitting the Eagle Scout Service Project Fundraising Application.
2. It must be clear to all donors or event participants that the money is being raised on behalf of the project beneficiary. Once collected, money raised must be turned over to the beneficiary or to the candidate's unit for deposit until needed for the project. If the unit receives the funds, it must release them to the beneficiary once expenses have been paid.
3. Any contracts must be signed by a responsible adult, acting as an individual, without reference to the Boy Scouts of America. The person who signs the contract is personally liable. Contracts must not and cannot bind the local council, the Boy Scouts of America, or the unit's chartered organization.
4. If something is to be sold, we want people to buy it because it is a quality product, not just because of an association with Scouting. Buyers or donors must be informed that the money will be used for an Eagle Scout service project to benefit the school, religious institution, or community chosen, and any funds left over will go to that beneficiary.
5. Any products sold, or fundraising activities conducted, must be in keeping with the ideals and principles of the BSA. For example, they must not include raffles or other games of chance.
6. Should any donors want documentation of a gift, this must be provided through the project beneficiary, not the Boy Scouts of America. If a donor or fundraising participant wants a receipt, this too, must be provided in the name of the beneficiary.
7. Youth are not normally permitted to solicit funds on behalf of other organizations. However, a local council may allow an exception for Eagle Scout service projects.
8. Local councils may determine that certain types of fundraisers such as bake sales and car washes do not require a fundraising application. Councils may also establish dollar thresholds, as well; for example, "Any effort expected to raise less than \$500 does not require an application."

Eagle Scout Project

Bocce Ball Court











Pender County Discussion Regarding the Proposed Gift of a Historical Marker for the Courthouse Square

TO: BOCC
FROM: David Andrews
DATE: November 6, 2023
SUBJECT: Discussion Regarding the Proposed Gift of a Historical Marker for the Courthouse Square

SUMMARY:

Louise Grady Johnson Johanson wishes to gift a historical marker about the Pender County Courthouse to be placed on the courthouse square. The proposed marker would be ordered and paid for by Ms. Johanson with the approval and acceptance of the Pender County Commissioners. The value of the gift is estimated at \$3,000. The proposed marker would be manufactured by a company utilized by the NC Highway Historical Marker Program and the NC Division of Historical resources and is the same style as the signs at the historic Burgaw Depot on Dickerson Street in Burgaw, painted black with gold lettering. County staff would determine the exact location of the sign and handle installation.

PROPOSED GIFT TO PENDER COUNTY OF HISTORICAL MARKER ABOUT COURTHOUSE

Louise Grady Johnson Johanson, of Raleigh and a native of Burgaw, wishes to gift a historical marker about the Pender County Courthouse to be placed on the square. The marker would be ordered and paid for by Ms. Johanson with the approval and acceptance of the Pender County Commissioners. The value of the gift is nearly \$3,000.

The marker would be manufactured by a company used by the North Carolina Highway Historical Marker Program administered by the North Carolina Division of Historical Resources. The marker style is the same as the NC highway markers. Considered a private marker and would be painted black with gold lettering and trim. Instead of gray and black like the official state markers. Two examples of the same style and appearance of the marker may be found at main entrance of the historic Burgaw Depot on Dickerson St. In Burgaw.

Ms. Johanson is a native of Burgaw and current resident of Raleigh. She and her brother and sister donated the land in Burgaw for Johnson Park. Their grandfather was a Pender County Clerk of Court for many years. Their father began his political career as a Pender County Register of Deeds and was elected to the NC House of Representatives rising to Speaker of the House in 1935. Afterwards he served the State of North Carolina in many other capacities until his premature death in 1951. Ms. Johanson highly appreciates her Pender County roots and deeply desires to enhance the courthouse in some way after the recent extensive renovation.

Ms. Johanson asked a family friend and retired Pender County Library Director Michael Y. Taylor to serve as local contact and advisor also responsible for drafting the marker text. Mr. Taylor is officially recognized by the Town of Burgaw Planning Board as an expert in local history and is vice president of the Pender County Historical Society. **The proposed text is as follows:**

PENDER COUNTY COURTHOUSE

(text below would be one inch gold characters)

Pender County was formed in 1875. The Town of Burgaw was planned and chartered in 1879 as county seat. This 1936 courthouse is the second on the four-acre square. Several famous trials were conducted here. Site of many film productions beginning in 1985. Designed by notable NC architect William H. Deitrick in the Georgian Revival style. Listed on the National Register of Historic Places in 1979.

(text below would be quarter inch gold characters)

Gift in memory of Joab Franklin Johnson, Myrtie Estelle Grady Johnson, Robert Grady Johnson and Louise Richardson White Johnson by their children and grandchildren

The heavy-duty marker is made of aluminum and at the top would feature the historic Pender County Seal portraying the symbol of the early Long Leaf Pine industry. The text is repeated on both sides. If approved, Ms. Johanson asks that the County receive shipment of the marker and provide installation. A suggested location is on the west side grounds of the courthouse square on the south side of the plaza across the street from the former Dees Drugstore building.

Installation is relatively simple burying one end of the metal ten-foot pole approximately three feet or more and mounting the plaque on top with provided hardware. Below is one of the examples cited above and located at the historic Burgaw Depot.





Pender County Request for Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: November 6, 2023

SUBJECT: Approval of the Job Description for the Health and Human Services Director

SUMMARY:

The Board of Health (BOCC) is to review, discuss and approve the job description of the Health and Human Services Director annually.

ACTION REQUESTED:

To approve the Health and Human Services Director job description.

COUNTY OF PENDER

1. Present Classification Title of Position: Health and Human Services Director	7. N/A
2. Usual Working Title of Position: Health and Human Services Director	8. Dept. University, Commission, or Agency
3. Requested Classification of Position: Health and Human Services Director/Public Health Director	9. Institution & Division: Health and Human Services
4. Name of Immediate Supervisor: Board of Health/County Manager	10. Section and Unit: Health and Human Services
5. Supervisor's Position and Title: County Manager	11. Street Address, City and County: 803 S. Walker St., Burgaw, Pender
6. Name of Employee: Carolyn Moser, BSN, MPA	12. Location of Workplace, Bldg., and Room No. Health Department Building

I. A. Primary Purpose of Organizational Unit: To enhance the public health, safety, and well-being of Pender County residents by providing effective health and human services.

I.B. Primary Purpose of Position: In this dual position, the Health Director shall perform public health duties prescribed by and under the supervision of the local board of health. The Health and Human Services (HHS) Director oversees the management of the health department and Department of Social Services, assuring local, state, and federal guidelines are applied to all services provided within the departments. Maintain fiscal responsibility for department budgets. Provide leadership and guidance to administrative operations and assure productivity measures, quality assurance, and monitoring mechanisms are in place and utilized. Assure adequate resources are available and there is a competent workforce for departments. This position functions under the general supervision of the County Board of Commissioners/Board of Health and the County Manager.

I.C. Work Schedule Monday-Friday, 8:00 a.m.-5:00 p.m. This is an exempt position. There are after hours business meetings or work demands that require working beyond the usual business hours. The department is responsible for maintaining 24/7 emergency services coverage. The director is on call 24 hours a day, 7 days a week via phone.

I.D. Change in Responsibilities or Organizational Relationship:
To clarify roles and responsibilities for the dual position of HHS Director and Health Director.

II. Essential Functions of the Position:

- Provide leadership and direction for program development; establishing program standards and monitoring and evaluation quality of service delivery systems; supervise budget activities; maintain direct involvement in conflict/complaint resolution; staffing and personnel issues and serve as the principle spokesperson for the agency relative to program issues.
- Oversee financial activities of the department; prepare, justify, manage and present the annual budget; deliver mandated programs/services; assure efficient and effective operations; build cultural competency; and assure compliance with all applicable federal, state and local laws/policies and rules. The director manages risk mitigation and assures the highest level of professional standards and responds to the current and anticipated needs of the community.
- Represent the agency with governmental officials, other human services providers and a variety of advocacy groups to influence the decision-making process in order to insure adequate resources for program

maintenance and expansion and the delivery of comprehensive services.

- Personnel/team management to ensure a competent workforce: hire, develop, counsel and evaluate performance; provide feedback and disciplinary action as needed; develop and maintain a positive team work environment; provide effective and timely communication.

III. A. DESCRIPTION OF RESPONSIBILITIES AND DUTIES: Method Used:

Sequential order

The primary duties and responsibilities of the Health and Human Services (HHS) Director are as defined by the N.C. General Statute 153A-77. The HHS Director is appointed and dismissed by the County Manager with the advice and consent of the county commissioners. The HHS Director is the appointing authority for all departments within HHS. The director shall report directly to the county manager and have the following responsibilities:

- Appoint staff of the Consolidated HHS agency
- Administer state/Federal HHS programs
- Administer HHS programs of the local County Board of County Commissioners
- Act as secretary and staff to the advisory boards for health and social services
- Plan the budgets for the health department and DSS as part of the Consolidated HHS agency
- Advise the board of County Commissioners through the County Manager
- Act as an agent of and liaison to the State, to the extent required by law.

Except as otherwise provided by law, the HHS Director or the director's designees shall have the same powers and duties of a social services director and a local health director as defined by law, policy and administrative rules. This includes but is not limited to the following:

- To enter into contracts, in accordance with The Local Government Finance Act, N.C. G.S. Chapter 159. Nothing in this paragraph shall be construed to abrogate the authority of the board of County Commissioners;
- To appoint necessary social services and public health personnel in accordance with the merit system rules of the County Personnel Policies;
- To employ and dismiss employees of the HHS agency in accordance with Pender County Personnel Policies;
- To administer the programs of public assistance and social services established by this Chapter under pertinent rules and regulations;
- To administer funds provided by the Board of Commissioners for care of indigent persons in the County under pertinent rules and regulations;
- To act as agent of the Social Services Commission and Department of HHS in relation to work required by the Social Services Commission and Department of HHS in the County;
- To investigate cases for adoption and to supervise adoptive placements;
- To issue employment certificates to children under the regulations of the State Department of Labor;
- To supervise adult care homes under the rules and regulations of the Social Services Commission;
- To assist and cooperate with the Department of Correction and their representatives;
- To investigate reports of child abuse and neglect and to take appropriate action to protect such children pursuant to the Child Abuse Reporting Law, Article 3 of Chapter 7B of the N.C. General Statutes;
- To accept children for placement in foster homes and to supervise placements for as long as such children require foster home care;
- To respond by investigation to notification of a proposed adoptive placement pursuant to N.C. G.S. 48-3(b) and (c) and
- To receive and evaluate reports of abuse, neglect, or exploitation of disabled adults and to take appropriate action as required by the Protection of the Abused, Neglected, or Exploited Disabled Adults Act, Article 6 of this Chapter to protect these adults;

- To administer programs as directed by the County Manager, Health and DSS advisory boards with consent of the Board of County Commissioners;
- To enforce the rules of the County Board of Commissioners.

The health director's primary power and duties are as defined in the NC General Statutes 130A-41 prescribed by and under the supervision of the local board of health. These include:

- To administer programs as directed by the local board of health
- To enforce the rules of the local board of health
- To investigate the causes of infectious, communicable and other diseases;
- To exercise quarantine authority and isolation authority pursuant to N.C.G.S. 130 A-145;
- To disseminate public health information and to promote the benefits of good health;
- To advise local officials concerning public health matters;
- To enforce the immunization requirements of Part 2 of Article 6 of this Chapter;
- To examine and investigate cases of venereal disease pursuant to Parts 3 and 4 of Article 6 of this Chapter;
- To examine and investigate cases of tuberculosis pursuant to Part 5 of Article 6 of this Chapter;
- To abate public health nuisances and imminent hazards pursuant to N.C.G.S. 130A-19 and G.S. 130A-20;
- To administer the programs, manage budget and oversee personnel of the Pender County Animal Shelter;
- To administer the Vector and Mosquito Control program, manage budget and oversee personnel.

Delegation of Authority Statute N.C.G.S. 108A-14(b) provides for the Director's authority to delegate these duties to members of staff and to grant staff to act as the Director's representative.

III. B. SUMMARY OF JOB DESCRIPTION

This is directive/managerial work in serving in the dual capacity as the executive officer of the Pender County HHS agency and the local health Director. This position directs other managers/supervisors, professionals, paraprofessionals, and support staff in the delivery of agency services and provide leadership and direction for program development, establishing program standards and monitoring and evaluating quality of service delivery systems; supervise budget activities and may maintain direct involvement in conflict/complaint resolution; staffing and personnel issues and serve as the principle spokesperson for the agency relative to program issues. Work also involves representing the agency with government officials, other human services providers, and a variety of advocacy groups to influence the decision-making process in order to insure adequate resources for program maintenance and expansion and the delivery of comprehensive services. The HHS Director is appointed by and reports to the Pender County Board of Commissioners and the County Manager.

Breakdown of Duties:

1. Management Functions- General Administration: Provide leadership, guidance, and support to division/unit supervisors, in areas of budget, finance, programmatic performance, planning, implementing, managing, monitoring, and evaluating. Management functions of the health director include oversight of the Health Department, DSS, Animal Shelter and Vector Control. The Director oversees the administrative operations and the service delivery systems and assures that management mechanisms, e.g. productivity measures, quality assurance and other monitoring mechanisms are in place and used. The Director assures that adequate resources are available to enable the agency staff to carry out the agency's responsibilities. Through community involvement, the Director works to educate others about the community HHS needs.

2. **Workforce Management-** The most important resource is personnel to carry out the HHS missions. The Director guides the health department and DSS agencies through designated management staff, in selecting the best qualified staff available; in training staff to do their jobs; in establishing reasonable standards as to how well, how much and how timely that services need to be provided; in establishing performance appraisal and feedback systems to coach the employees towards delivering services in the manner and within the standards established; in projecting the amount of work and the number of staff needed to do the work; and in defining and communicating, justifying the need for additional resources, as needed. Also, the Director guides agency staff towards finding more efficient and effective work/services delivery methods, e.g., through employing new technology.
3. **Managing Change-** The agency is subjected to constant changes in public demand for services, eligibility and programmatic guidelines. These changes are considered major in that the consequences of not responding appropriately can result in non-compliance with law/policies and/or risk issues for clients. In response to these changes, the Director is responsible for constantly monitoring and analyzing the needs and financial requirements of each service area and assessing the impact of any change on the ability of the agency to carry out its mandated service responsibilities. Through designated managers, the Director must develop strategies to optimally utilize available resources (financial and personnel) to meet the changing needs. Strategies may include reallocation of staff or dollars to the area of greatest need.
4. **Planning and Fiscal Management-** The budget is developed as a strategic guide for the delivery of HHS services. There is a need for on-going realignment as a result of forecasted and actual changes in federal/state laws and programs as well as responding to actual and projected demographic, social and economic conditions. Service trends and the needs of health and DSS to carryout mandated responsibilities must be considered in the budget process.
5. **Budgeting and Financial Management-** The Director is responsible for the overall financial management of the agency's budget however the daily management function is conducted through Accounting Specialists for each agency. Supervisors and other staff identify trends and needs that are likely to impact the budget.
6. **Evaluation of Operation-** The Director shall schedule conferences with designated department staff to review and coordinate the operations of the agency. Program, performance and fiscal data will be reviewed with staff. All staff is encouraged to provide input into the basic operations of the agencies. The Director shall share information about the operations of the agencies with the BOH/BOCC and County Manager and to seek advice and support as appropriate.
7. **Evaluation by Others-** The agency is frequently monitored via annual external audits, State Quality Control, and Program Consultants as well as Federal Reviewers with results of these monitoring events shared with the Director and in turn with the County Manager. The HHS agency also has internal audit functions.
8. The health director oversees the department and programmatic activities to assure compliance and successful outcomes with the North Carolina Board of Accreditation every four years.
9. **Public Relations-** The Director is involved in community activities and continuously educate others about the HHS agency specific to responsibilities, accomplishments, and challenges.
10. **Personnel Administration-** The Director is responsible for assuring the compliance with federal, state, and local laws, ordinances, regulations, policies and guidelines for personnel management, recruitment, and selection. Merit principles are utilized to assure fair employment practices and procedures. The County HR Director works closely with the Director to assure such rules are observed.
11. **Unusual Aspects to Consider-** The HHS Director is responsible for delivering a greater scope and diversity of services, serving more people, using more tax dollars, with more monitoring and with greater expectations (due to legal mandates) for timeliness and quality of service delivery than

any other public or private human service agency. The Director does not have the option of not responding to demand for mandated core services.

IV. A. KNOWLEDGES, SKILLS, & ABILITIES: Knowledge of the legal and philosophical basis for health, social work and public welfare programs. Considerable knowledge of principles and practices of HHS. Thorough knowledge of budget/finance, management principles, techniques, and practices. Knowledge of the agency's organization, operation and objectives and applicable federal and state laws, rules, and regulations. Ability to exercise sound judgment in analyzing situations and making decisions; direct employees and relationships with the general public and with federal, state, and local officials.

IV.B. 1. Required Minimum Training: A minimum of master's degree in public health, social work, or other applicable management programs and four years of supervisory experience in management of health and/or human services programs.

2. Additional Training/Experience: None

3. Equivalent Training and Experience: None

4. License or Certification Required by Statute or Regulation

V. Signatures indicate agreement with all information provided, including designation of essential functions.

Board of Health Certification: I certify that this is an authorized, official position description of the subject Position.

Signature: _____ Title: _____ Date: _____

Supervisor's Certification: I certify that (a) I am the immediate Supervisor of this position, that (b) I have provided a complete and accurate description of responsibilities and duties and (c) I have verified (and reconciled as needed) its accuracy and completeness with the employee.

Signature: _____ Title: _____ Date: _____

Employee's Certification: I certify that I have reviewed this position description, completed by the above named immediate supervisor, is complete and accurate.

Signature: _____ Title: _____ Date: _____

Personnel Director's Certification: I certify that this is an authorized, official position description of the subject position.

Signature: _____ Title: _____ Date: _____



Pender County Board of Commissioners

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: November 6, 2023
SUBJECT: Board of Health Handbook and Annual Training

SUMMARY:

Carolyn Moser will present to the Board of Health the Annual Training and Handbook to include review of Health Department policies.

PENDER COUNTY

BOARD OF HEALTH

Board Member Handbook and Training Manual

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2.	Board of Health Handbook Opening Letter
3-3.1	Member Contact List/Advisory Board Member Contact List
4-4.1	Meeting Schedule/Advisory Board Meeting Schedule
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6.	Operating Procedures
7-7.11	Administrative Policies
8-8.4	Health Department Brochures
9.	2021 SOTCH/2020-2024 Health Department Strategic Plan
10-10.4	Board Member Training Materials/Roles & Responsibilities
11.	North Carolina Accreditation
12-12.1	Miscellaneous

Pender County Board of Health Handbook