

March 2, 2020 7:00 pm
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585
MINUTES

COMMISSIONERS PRESENT:

Frank Emory, Chairman
Charlie Dunn Jr., Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Gray, Commissioner
Mike Haddock, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Brenda Reece, Finance Officer
Angelica Hall, Clerk
Ross Hardeman, County Attorney
Wesley Smith, Health Director
Diana Craft, Preparedness Coordinator
Susan Riggs, Tax Collector
Kyle Smith, SWCD District Technician

COMMISSIONERS ABSENT:

The Chairperson called the meeting to order and Commissioner Charlie Dunn Jr. gave the invocation. **MOTION** was made by Commissioner James Harper, seconded by April Aycock and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Sondra Ipock-Riggs seconded by Commissioner James Harper and unanimously carried **THAT** the Regular Meeting Minutes on February 17, 2020 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

Kebra McDaniel requested information on what the County was doing to prepare for the possible outbreak of the coronavirus.

1. TRILLIUM HEALTH ANNUAL PRESENTATION

Mr. Dennis Williams, Southern Regional Director, Trillium Health came before the Board to present the Annual Report. A copy of the report is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. UPDATE ON CORONAVIRUS DISEASE 2019 (COVID-19)

Mr. Wesley Smith, Health Director and Ms. Diana Craft, Preparedness Coordinator provided the Board an update on the COVID-19. The Board was provided a flyer with information about the virus, how it spreads, the symptoms and what to do if you have been exposed or feel sick. A copy of the flyer is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. TAX COLLECTION REPORT- JANUARY

Mrs. Susan Riggs, Tax Collector, provided the Board with the January 2020 Tax Collection Report. A copy of the report is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

4. ADVERTISEMENT OF REAL PROPERTY TAX LIENS

Mrs. Susan Riggs, Tax Collector, requested permission of the Board to advertise the 2019 delinquent taxes in the Jones Post and publicly display the names of delinquent taxpayers at the Jones County Courthouse. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper and unanimously carried **THAT** the request for Advertisement of Real Property Tax Liens be approved as presented. A copy of the request is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

5. EMERGENCY WATERSHED PROTECTION (EWP) ENGINEERING DESIGN PROPOSAL

Mr. Kyle Smith, SWCD, District Technician, provided the Board an update on the EWP project. Mr. Smith informed the Board that out of three different engineering firms, Avolis was the only one that responded and provided a proposal. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper and unanimously carried **THAT** the recommendation to accept the proposal be approved as presented. A copy of the proposal is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

6. BUSINESS CENTER LEASE- PAMLICO CHILD AND FAMILY THERAPY

Mr. Franky Howard, County Manager, presented the Board with a lease agreement from Pamlico Child and Family Therapy services. They were providing services in an office at the Jones County Department of Social Services but now need room to expand. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner April Aycock and carried **THAT** the lease agreement be approved as presented. A copy of the lease agreement is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

7. JONES COUNTY SCHOOLS- PROPERTY TURN OVER

MOTION made by Commissioner Charlie Gray, seconded by Commissioner April Aycock and unanimously carried **THAT** the County receive Jones County Elementary and Middle School back from Jones County School Board. **MOTION** made by Commissioner April Aycock, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Board gives permission to Franky Howard, County Manager, to post the property for sale after the County receives the property.

8. CLOSED SESSION PER NCGS 143.318.11(a)(6) and NCGS 143.318.119(a)(3)

MOTION made by Commissioner April Aycock, seconded by Commissioner Charlie Dunn Jr., and unanimously carried **THAT** the meeting go into **CLOSED** session pursuant to NCGS 143.318.11(a)(6) personnel matters and NCGS 143.318.119(a)(3), attorney/client matters.

MOTION made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper and unanimously carried to go out of Closed Session.

COUNTY MANAGER'S REPORT

None

COMMISSIONER'S REPORTS

Commissioner Sondra Ipock-Riggs reported issues with phone lines on White Oak River Road and requested something be done. Commissioner Ipock-Riggs stated she does not know why so many want ordinances when there are more important things to be done.

Commissioner Charlie Dunn Jr. wanted to thank all the volunteers that have been working on the houses in District 1.

Commissioner April Aycock wanted to thank Jennifer King for taking over and heading the Census project. Also, requested an update on the signs for Lee's Chapel Road.

Commissioner Charlie Gray requested the Trent River be cleaned.

Commissioner James Harper also wanted to thank the volunteers for all the help they are providing for the citizens in the county. Commissioner Harper announced that Long Point received two brand new homes for free. Commissioner Harper wanted to thank the Health Department for all their help to keep the concerns about the COVID-19 at a minimum.

Chairperson Frank Emory requested there be an Appreciation Day set for the volunteers that have been in the community assisting with the home repairs. Also, requested the use of the Civic Center for some of the recreation events.

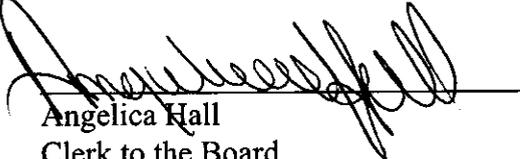
PUBLIC COMMENT

None

MOTION made by Commissioner Charlie Gray, seconded by Commissioner James Harper and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:30 p.m.

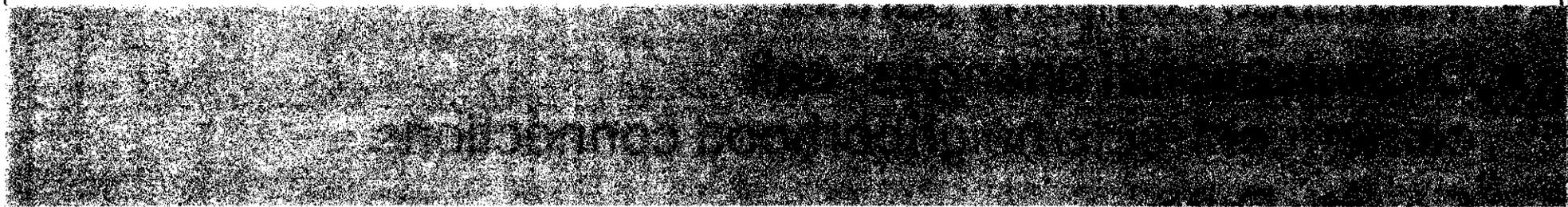


Frank Emory
Chairman



Angelica Hall
Clerk to the Board

TRILLIUM HEALTH RESOURCES ANNUAL REPORT JONES COUNTY



DENNIS WILLIAMS, BS
SOUTHERN REGIONAL DIRECTOR

Transforming Lives



TRILLIUM UPDATE

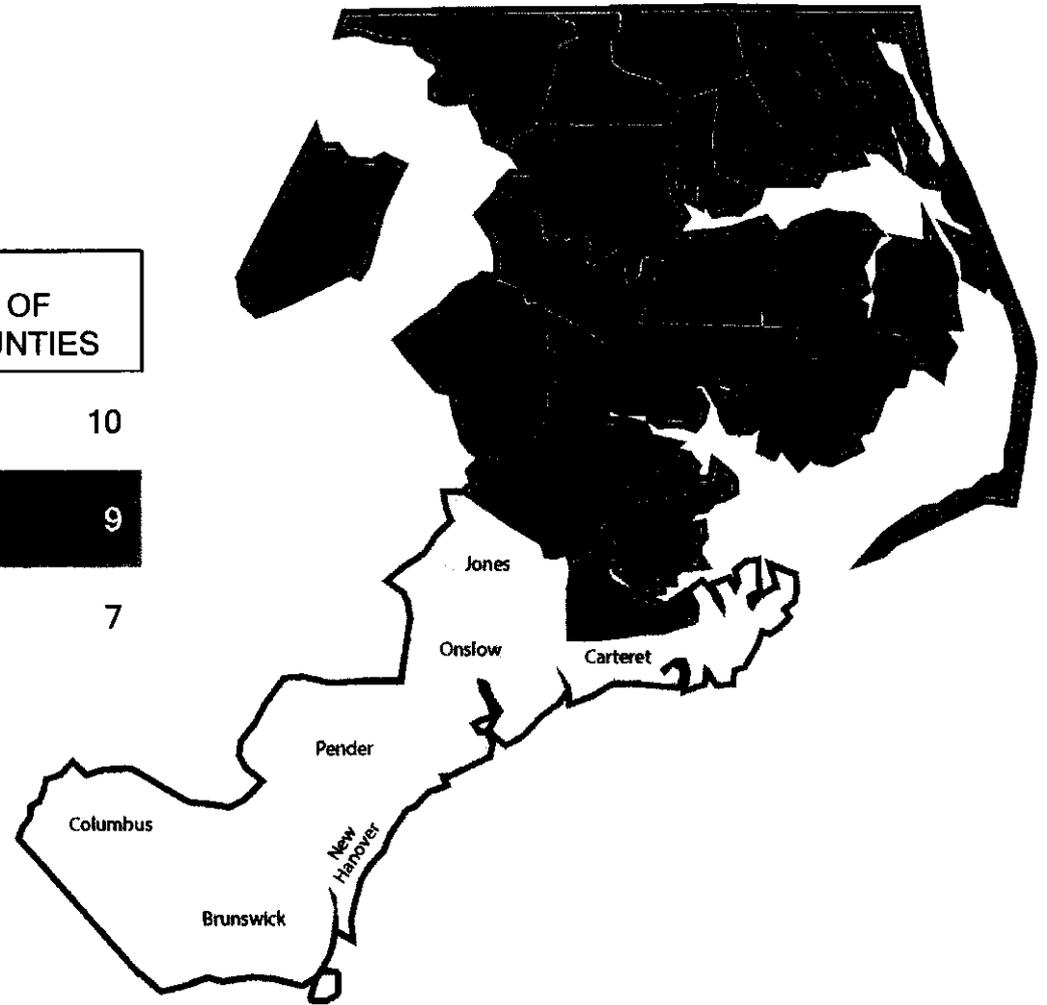
Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

- Who We Are
- Medicaid Transformation Changes
- Insurance company partner
- Organizational changes- call center/contracts/neighborhood connections
- County Data

Who We Are - Numbers

- 26 Counties
- 1,411,829 total population
- 266,000 Medicaid Eligible
- Served almost 57,000 individuals from mild to severe mental health needs
 - 71.4% with MH needs
 - 19.3% with SUD
 - 9.3% with IDD
- Approximately 500 Providers
- \$475,921,857.00 spent on services last year
- Smallest County- Tyrrell 4,131- Largest County -New Hanover 232,274
- Cover over 12,000 square miles

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	201,477	3,511	10
Central	494,312	4,717	9
Southern	763,679	4,176	7

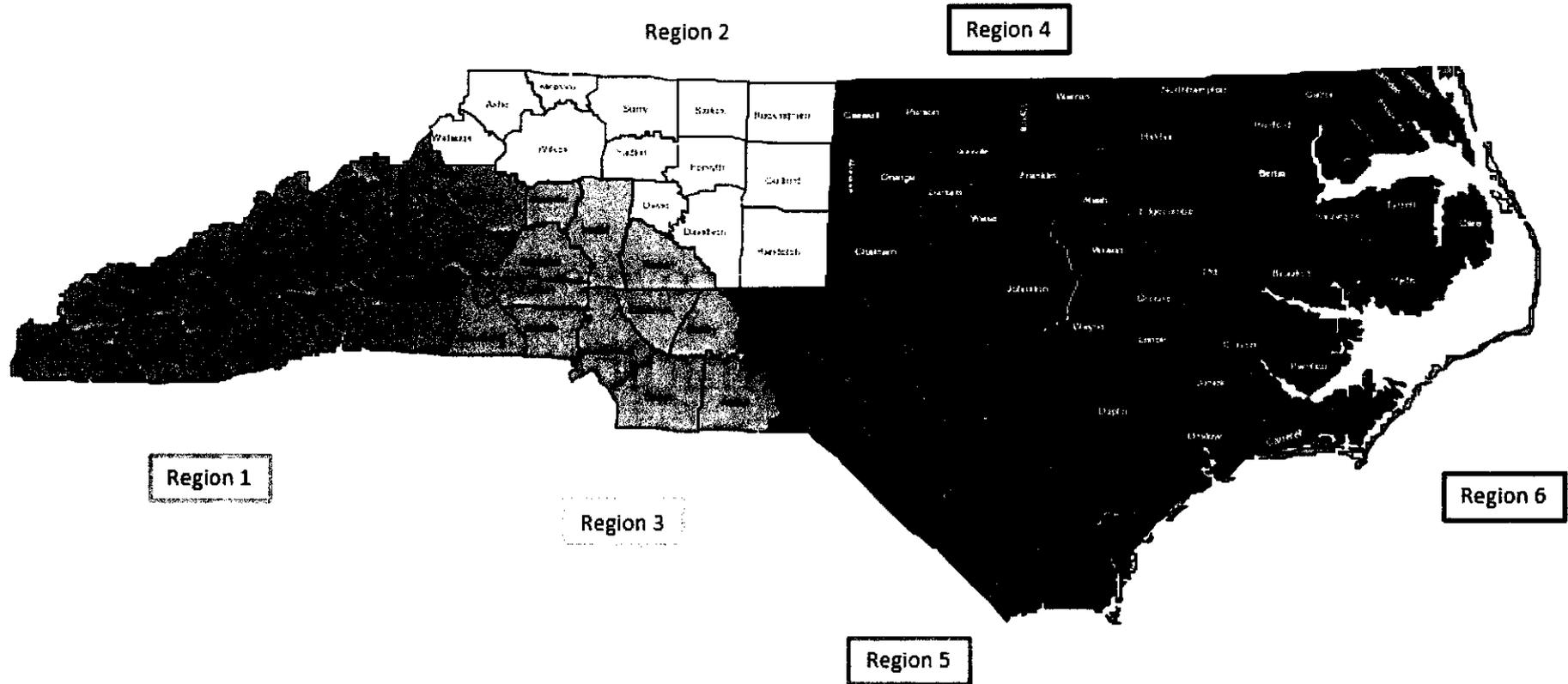


Medicaid Transformation

- **Standard Plan- 5 companies were awarded**
 - Amerihealth Caritas NC Inc.
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC Inc.
 - WellCare of NC Inc.
 - Carolina Complete Health- only covers regions 3, 4 and 5
- ❖ **These Plans will be managing the mild to moderate Medicaid behavioral health recipients**

Map of Standard Plan Regions

Managed Medicaid Coverage Regions



Medicaid Transformation continued:

Tailored Plan

- 5-7 Managed Care Organizations- NCACC recommended the current LME/MCO map
- Managing the high risk/high cost individuals with mental health, developmental disabilities and substance use
- Applications due late winter 2020
- Managing the whole person- both physical health and behavioral health

Medicaid Transformation continued

- The original plan had 2 phases
- November 1st 2019, phase 1- was moved to phase 2 - February 2020.
- November 20th, 2019 DHHS suspended the implementation of Medicaid Transformation for Standard Plan Insurance Companies
- They have not put a timeframe on when they will go live
- Tailored Plan will still be applying in late winter, with the potential of going live July 2021
- Behavioral Health I/DD Tailored Plan RFA Pre-Release was on January 30, 2020.

Impact today

- Consumers will remain with the same services with their MCO
- We will still move forward with developing the infrastructure to serve the whole person
- Work towards contracting with pharmacies and primary care services

Organizational changes

- Transition Team
- Contracts with primary care and pharmacy's
- Dr. Paul Garcia- Utilization Management
- Care Management changes
- Community Development and Member Engagement
- Call Center changes coming
- Head of DSS and DJJ
- Network Department Changes

Funding Changes

- Since Standard Plans will be run by insurance companies, they will be managing a part of the Medicaid dollars
- Tailored plans which cover the higher risk individuals, our PMPM will be higher, but total number served under us will be lower
- Developing a whole person care model to cover costs of the physical issues along with the behavioral health issues
- The 1115 Waiver is required to be cost neutral

Project Updates

- Oxford Houses- 2 - 8 bed facilities in Nash County
- Food Trucks- 2- Located in Hertford and Craven County
- Eat the Rainbow- Healthy eating classes in all counties
- Peloton Bikes- 63 bikes to 19 providers at 55 different locations in our 26 counties
- Naloxone Kits- received in all 26 counties
- CHAT- Mobile App when dealing with crisis- received an award last year

Project Updates Cont.

- Hurricane Response teams in Hyde and Dare counties
- Hope4NC Grant- offers Crisis Counseling after hurricanes
- Chalk About Mental Health day in August- addressing suicide
- Safe Schools/Health Kids- online training on a variety of topics
- OUTreach project- helping foster kids in the LGBTQ community
- CIT classes for Law Enforcement
- Mental Health 1st Aid

Consumers served in Jones County

Total Consumers served - 466

- Mental Health - 377
- Substance Use - 73
- I/DD - 59

Total is unduplicated, since a single individual may receive services in more than one category

QUESTIONS?

Transforming Lives



2019 Novel Coronavirus (2019-nCoV) What You Need to Know



What are coronaviruses?

Coronaviruses are a group of viruses that can cause a range of illnesses from the common cold to severe respiratory infection like pneumonia. The 2019 novel coronavirus (2019-nCoV) is a virus that has been identified as the cause of an outbreak of respiratory illness initially detected in Wuhan, China in December of 2019.

How do coronaviruses spread?



Through coughing and sneezing.



Touching an object or surface with the virus on it, then touching your mouth, nose or eyes before washing your hands.



Close personal contact, such as touching or shaking hands.



People who traveled to or from **outbreak-affected areas**, or who had contact with someone who has 2019-nCoV, may have been exposed to the virus. Seek medical care if you develop a fever, cough or difficulty breathing within 14 days of traveling or having contact with a 2019-nCoV case.

What are the symptoms?



Fever



Cough



Difficulty
Breathing



Severe
Illness

Make sure you are getting reliable information from reliable sources.

You can find updates on 2019-nCoV on the CDC website at [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus) and guidance from the North Carolina Division of Public Health at [ncdhhs.gov/coronavirus](https://www.ncdhhs.gov/coronavirus).

People who have questions or concerns can call 866-462-3821 for more information. Press 1 for English or to ask for a language interpreter. Spanish speakers should press 2. To submit questions online, go to [ncpoisoncontrol.org](https://www.ncpoisoncontrol.org) and select Chat.

If you may have been exposed and feel sick:

- Stay home and avoid contact with others. Do not go to work, school or daycare.
- Seek medical care right away. **Before you go to the doctor's office, emergency room or urgent care, call ahead and tell them about your recent travel and your symptoms.**
- Inform your local health department.
- Don't travel while sick.
- Cover your mouth and nose with a tissue or your sleeve (not your hands) when coughing or sneezing. Throw tissue in the trash.
- Wash hands often with soap and water for at least 20 seconds. Use an alcohol-based hand sanitizer if soap and water are not available.

If you have traveled to outbreak-affected areas or had contact with a 2019-nCoV case and **do not feel sick**, you should monitor for symptoms for 14 days after last exposure and contact your local health department.





COUNTY OF JONES
JONES COUNTY TAX OFFICE
 P.O. BOX 87
 Trenton, NC 28585-0087

Hope Avery
 Tax Administrator/Assessor

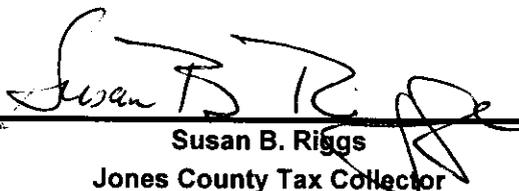
Susan Riggs
 Tax Collector

February 14, 2020

Jones County Tax Collector:

For the Month of January

2019 Levy Collection by Tax Office:	\$ 1,113,490.91
2019 Levy Collection by NCVTS:	69,541.33
2010-2019 Levy Collection:	16,128.38
Total Levy Collection:	<u>\$ 1,199,160.62</u>



 Susan B. Riggs
 Jones County Tax Collector

2019 Levy as of 1/31/2020 **\$ 6,561,110.41**

Collected on 2019 Levy as of 01/31/2020: **5,940,356.94**

Other Levy Reduction:

Refunds:	(9,007.51)
Write-Offs:	(0.92)
Total Levy Reduction:	<u>\$ 5,931,348.51</u>

Percent (%) of Levy Reduced as of 01/31/2020: **90.40%**

Percent (%) of Levy Reduced as of 01/31/2019: **89.02%**



COUNTY OF JONES
JONES COUNTY TAX OFFICE
P.O. Box 87
Trenton, NC 28585-0087
Phone: (252) 448-2546
Fax: (252) 448-1080

Hope Avery
Tax Administrator/Assessor

Susan Riggs
Tax Collector

February 26, 2020

To: Franky Howard, Brenda Reece
Jones County Board of Commissioners

From: Susan B. Riggs

Re: Advertisement of Real Property Tax Liens

As the Tax Collector of Jones County, it is my duty to advertise the existing tax liens on real property according to G.S. 105-369 (c). According to the tax office records, the following amounts are the totals due for liens on real property:

- Jones County in the amount of \$549,747.20
- Town of Maysville in the amount of \$33,339.45
- Town of Trenton in the amount of \$4,506.09

At this time, I request permission of the governing body to advertise the 2019 delinquent taxes in The Jones Post and publicly display the names of delinquent taxpayers at the Jones County Courthouse.

Susan B. Riggs
Jones County Tax Collector



AVOLIS ENGINEERING, P.A.

P.O. Box 15564 · New Bern, NC 28561 · 252.633.0068 · Corp. C-0706

February 24, 2020

Mr. Kyle Smith
District Technician - Jones County
Soil & Water Conservation District
110 A South Market Street
Trenton, NC 28585

Re: Engineering Proposal for Hurricane Florence Recovery Measures, Jones County, NC

Dear Mr. Smith:

I enjoyed meeting you and visiting the Natural Resources Conservation Service (NRCS) proposed bank stabilization sites along the Trent River. This proposal is provided with the understanding that Jones County is issuing a Mini-Brooks Act exemption for the project.

Our proposed scope of work consists of all field work, design and permitting for the following NRCS project sites:

- DSR No. 37-03-18-5038-336: Haddock Site
- DSR No. 37-03-18-5038-337: 2nd Street Pollocksville Cemetery
- DSR No. 37-03-18-5038-338: 645 Harriett Lane
- DSR No. 37-03-18-5038-339: 3rd Street Pollocksville
- DSR No. 37-03-18-5038-374: 127 Haiti Street Trenton
- DSR No. 37-03-18-5038-375: 535 Oak Grove Road Pollocksville

Our specific scope of work consists of the following activities for each site:

- Conduct topographic survey and make field investigation.
- Research stream side buffer requirements and coordinate with NC DWQ regarding any permit requirements.
- Make any environmental permit applications and pay any applicable fees.
- Coordinate all work with the local Jones County agent and the NRCS engineer.
- Prepare a complete set of sealed engineering plans suitable for competitive bidding purposes.
- Provide project specifications on the drawings to the extent possible.
- Provide required design details including stream bank cross-sections.
- Provide vegetation plans where applicable for individual sites.
- Provide individual stand-alone drawing packages for each of the six sites.
- Provide a design based on the individual budgets for each of the projects.

~ 30th Anniversary ~

Mr. Kyle Smith
February 24, 2020

- Provide an engineer's cost estimate for each project site.
- Make a 50% and a 100% submittal.
- Provide a standard construction contract for Jones County to use.
- Any miscellaneous work for a complete project.
- Work within the County's project timeline including staggered design submittals.

Our proposed fee for the above scope of services is \$48,000.00 and is inclusive of all costs.

Should you have any questions, please do not hesitate to give me a call.



Joseph C. Avolis, PE, PLS
President

JONES COUNTY
RESOLUTION PURSUANT TO
N.C. Gen. Stat. § 143-64.32

WHEREAS, N.C. Gen. Stat. § 143-64.31 requires the selection of firms to perform architectural, engineering, and surveying services by a County to be without regard to fee, after public announcement of such services; and,

WHEREAS, Jones County ("County") proposes to enter into an engineering service contract for streambank stabilization projects funded by the Emergency Watershed Protection Program ("Service Contract"); and,

WHEREAS, the amount of professional fees under the proposed Service Contract is estimated to be less than Fifty Thousand and No/100 Dollars (\$50,000.00); and,

WHEREAS, N.C. Gen. Stat. § 143-64.32 allows a County to exempt itself from the requirements of N.C. Gen. Stat. § 143-64.31 when the amount of professional fees is estimated to be less than Fifty Thousand and No/100 Dollars (\$50,000.00); and,

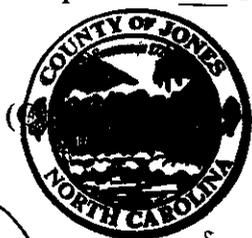
WHEREAS, the County finds that it is in its best interest to exempt the proposed Service Contract from the provisions of N.C. Gen. Stat. § 143-64.31.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF JONES COUNTY RESOLVES:

Section 1. The above-described Service Contract is hereby made exempt from the provisions of N.C. Gen. Stat. § 143-64.31 for the reasons stated in this resolution.

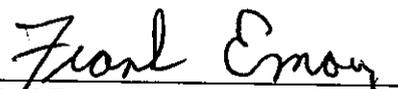
Section 2. This resolution shall be effective upon adoption.

Adopted this 2nd day of March, 2020.




ANGELICA HALL,
Clerk to the Board

JONES COUNTY


FRANK EMORY, Chairman

NORTH CAROLINA
JONES COUNTY

JONES COUNTY BUSINESS CENTER
OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT, is entered into as of the Contract Date, and effective as the Effective Date, by and between JONES COUNTY, a body politic and corporate of the State of North Carolina (hereinafter referred to as "Landlord"); and Pamlico Child and Family Therapy, PLLC, a professional limited liability company of the State of North Carolina (hereinafter referred to as "Tenant", whether one or more).

WITNESSETH:
ARTICLE 1

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the Agreement in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1 "Agreement" - means and refers to this Office Lease Agreement, and any amendments hereto.

1.2 "Contract Date"- means and refers to the 2nd day of March, 2020.

1.3 "Effective Date" - means and refers to 2nd day of March, 2020.

1.4 "Hazardous Material" - means and refers to any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of state or federal environmental regulations or laws, or listed as such by the Environmental Protection Agency.

1.5 "Landlord" - means and refers to Jones County, a body politic and corporate of the State of North Carolina.

1.6 "Leased Premises" - means and refers to that certain office space located in the Jones County Business Center, Jones County, North Carolina, said leased premises being the office consisting of approximately 156 square feet, and designated as Office 109 and the office consisting of approximately 210 square feet, and designated as Office 110.

1.7 "Parties" - means and refers to Landlord and Tenant, collectively.

1.8 "Tenant" - means and refers to Pamlico Child and Family Therapy, PLLC, a professional limited liability company of the State of North Carolina.

ARTICLE 2

Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

- 2.1 Landlord desires to lease the Leased Premises to Tenant.
- 2.2 Tenant desires to lease the Leased Premises from Landlord.
- 2.3 The Parties hereto desire to enter into this Agreement in order to provide a statement of their respective responsibilities, understandings and duties in connection with the purposes of this Agreement and the terms herein during the term of this Agreement.

ARTICLE 3

Leased Premises; Use

3.1 Landlord does hereby let and lease to Tenant the Leased Premises, and Tenant accepts the same, all based upon the terms and conditions contained herein.

3.2 The Leased Premises maybe used by the Tenant for: (a) Development activities directly related to, and necessary for, Tenant's business; and (b) General office use necessary for Tenant's business.

ARTICLE 4

Term

4.1 **Term.** The initial term of this Agreement shall be for a period of twelve (12) months from the Effective Date.

4.2 **Termination.** After the term of this Agreement, Tenant shall clean and repair the Leased Premises and surrender the same to Landlord in as good a condition as that existing at the time of Tenant's initial occupancy, normal wear and tear excepted. In conjunction therewith, Tenant shall remove all signs from the Leased Premises, including but not limited to lettering on plate glass windows.

4.3 **Termination for Cause:** Either party shall have the right to terminate this

Agreement "for cause" prior to the expiration of the Initial Term or Extended Term, and in such event, in accordance with Article 12 of this Agreement.

ARTICLE 5

Rent; Security Deposit; Business Equipment Fees

5.1 **Rent:** During the term of this Agreement, Tenant shall pay to Landlord as rent the sum of Four hundred fifty-seven and 50/100 Dollars (\$457.50) per month in advance on the first day of each month, beginning on the Effective Date, at such place as Landlord may direct, with rent for any partial month to be prorated. All payments are due by the first of each month.

5.2 **Security Deposit:** Tenant shall be required to deposit with the Landlord a security deposit the sum of Four hundred fifty-seven and 50/100 Dollars (\$457.50)

ARTICLE 6

Freight and Package Delivery

Freight, business equipment, furniture, merchandise and other articles shall be delivered to and removed in such matter as may be designated by the Landlord. The County shall not be responsible for damage to, or loss of, any property or articles delivered to the Leased Premises.

ARTICLE 7

Improvements; Repairs; Renovations

7.1 Except as hereinafter otherwise provided, the Landlord at its sole cost and expense, shall maintain and keep in good repair the foundation, mechanical, electrical, exterior and supporting walls, plumbing, HVAC, and roof; provided however that the cost of any repairs required to the Leased Premises as a result of the negligence or willful act of Tenant or Tenant's employees, agents or invitees shall be paid solely by Tenant.

7.2 Tenant at its sole cost and expense shall maintain and keep in good repair the interior portion of the Leased Premises.

7.3 All repairs and replacements shall be of quality and class at least equal to the quality and class of the Leased Premises at the time of entry by Tenant, ordinary wear and tear excepted.

7.4 Tenant shall not have the right to make renovations, additions and improvements of or to the Leased Premises, without Landlord's written consent, which consent Landlord may withhold for any reason.

7.5 Any and all repairs, replacements, renovations, additions or improvements of or to the Leased Premises shall be and become the property of the Landlord and shall remain to be surrendered as part of the Leased Premises, without cost to the Landlord upon expiration of the term of this Agreement or any extension thereof; provided however, that at anytime prior to the expiration of the term or any extensions of term, Tenant may remove such fixtures installed by it as may be affixed to the Leased Premises provided such removal can be effected without materially damaging the Leased Premises. Any damage, whether material or otherwise, upon the removal of said fixtures shall be immediately repaired at the expense of Tenant. Landlord shall also have the right to approve any contractor making such repairs, replacements, renovations, additions or improvements which approval Landlord may withhold for any reason.

ARTICLE 8

Signs

Tenant shall not be allowed to maintain signage upon the Leased Premises, but may maintain signage upon common signage areas designated by Landlord. Landlord shall have the sole right to approve or disapprove any proposed signage. The cost of any and all signs shall be borne by the Tenant. Tenant shall apply for any necessary governmental permits.

ARTICLE 9

Subordination

Tenant agrees that this Agreement shall be subordinate to any mortgages or deeds of trust that may now, or hereafter, be placed upon the premises, to any and all advances made or to be made under them, to the interest in all obligations secured by them, and to all renewal, replacements and extensions of them.

ARTICLE 10

Ad Valorem Taxes

Tenant shall be responsible, and pay each year during the term of this Agreement, and any extension thereof, all ad valorem taxes assessed by any lawful authority against any personal property placed in or installed upon Leased Premises by Tenant. Tenant shall also be responsible for ad valorem taxes assessed against the real property comprising the Leased Premises.

ARTICLE 11

Utilities and Services

The County shall supply all ordinary, reasonable and necessary water, waste disposal, legible services to the Leased Premises. Tenant shall be responsible for all telecommunication and other related utilities.

ARTICLE 12

Default

12.1 This Agreement is made upon the express condition that if the Tenant fails to pay the rental amount reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of ten (10) days after notice thereof from the Landlord to the Tenant, or if the Tenant fails or neglects to perform, meet, or observe any of the Tenant's other obligations hereunder, and such failure or neglect shall continue for a period of thirty (30) days after notice thereof from the Landlord to the Tenant, then the Landlord at any time thereafter by written notice to the Tenant may lawfully declare the termination hereof and re-enter said Leased Premises or any part thereof, and by due process of law expel, remove and put out the Tenant or any person or persons occupying said premises.

12.2 Acceleration. In the event Tenant defaults in any of its obligations hereunder, then the balance of the installments of rent for the entire term of this Agreement shall be at the option of Landlord become due and payable at once upon written demand and notice by Landlord, unless cured by Tenant within thirty (30) days of such demand or notice. Landlord must mitigate its damages by attempting to immediately rent or lease the Leased Premises in a reasonable commercial manner, under terms similar to those contained herein.

ARTICLE 13

Entry and Inspections

Landlord shall have the right to enter into, upon, over and under the Leased Premises during the term of this lease for the purpose of inspection, construction, repair or other emergency matters, or under government order or requirement. Prior to entering the Leased Premises for any non-emergency reason, Landlord shall give Tenant reasonable notice of the same.

ARTICLE 14

Hazardous Materials

Tenant warrants that it shall permit no installation or placement of Hazardous Material on the Lease Premises, that it shall permit no release of Hazardous materials, of any type, onto or from the Leased Premises in violation of any environmental law, and that Tenant shall indemnify and hold harmless the Landlord from and against all losses, expenses and claims of every kind suffered by or asserted against it as a direct or indirect result of presence of release of Hazardous Material, or failure to comply with any provisions of this Article 14.

ARTICLE 15

Indemnity and Insurance

15.1 Tenant shall, at their expense, maintain and carry insurance as follows:

<u>Types of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Commercial General Liability	\$1,000,000 Per Occurrence/ \$2,000,000 Aggregate
Professional Liability	\$1,000,000 Per Occurrence/ \$2,000,000 Aggregate

Tenant shall, upon request, furnish appropriate insurance certificates to Landlord. Tenant shall purchase whatever additional insurance is requested by Landlord, if available, from a carrier acceptable to both parties, provided the costs for such additional insurance are reimbursed by Landlord.

15.2 Tenant will indemnify and hold Landlord harmless for any loss suffered by Tenant, its agents, licensees and invitees, at the Leased Premises, regardless of the cause excluding any

intentional act or negligence of Landlord or its agent.

ARTICLE 16

Notice Provision

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by the Parties by either hand delivery, first class mail or registered mail to the address hereinafter stated, or to such other address as the parties may mutually agree upon:

Tenant

Pamlico Child and Family Therapy, PLLC
Attention: Stephanie Scott
P.O. Box 408
Grantsboro, NC 28529

Landlord

Jones County
Attention: County Manager
P.O. Box 340
Trenton, North Carolina 28585

ARTICLE 17

Landlord/Tenant Relationship

The execution of this Agreement and the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal and agent, employer, and employee, partnership, joint venture or any other relationship other than that of landlord and tenant.

ARTICLE 18

Holdover

Tenant may not holdover after the term of this Agreement, without the express written consent of the Landlord. Tenant hereby agrees and authorizes the Landlord to remove the Tenant through any means necessary, including "self-help", and waives any rights to the same. Further, Tenant acknowledges that should it holdover without permission, Tenant, its agents, employees and invitees shall be deemed guilty of civil and criminal trespass.

ARTICLE 19

Condemnation or Destruction of the Premises

In the event that twenty-five (25%) or more of the Lease Premises is destroyed or condemned, taken or appropriated by any public or quasi-public authority under the power of eminent domain, police power or similar, either party shall have the right to terminate this Agreement upon thirty (30) days written notice. Regardless of whether this Agreement is terminated hereunder, Landlord shall be entitled to any and all insurance, income, rent, award or interest which may be paid in connections with the destruction, condemnation or appropriation. Nothing herein shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's property taken.

ARTICLE 20

Insolvency

Either party shall have the right, in its discretion, to declare the Agreement terminated, if:

20.1 By the order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of the other party (hereinafter "Insolvent Party"), shall be appointed and the order shall not have been discharged within sixty (60) days, or if, by decree of such a court, said Insolvent Party shall be adjudicated insolvent or a major part of its property shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize the Insolvent Party pursuant to the Federal Bankruptcy Code or any other similar statute applicable to the Insolvent Party, as now or hereinafter in effect, shall be filed against the other party and such petition shall not be dismissed within sixty (60) days after such filing, or Insolvent Party shall be adjudicated bankrupt or shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law; or

20.2 The Insolvent Party shall make an assignment for the benefit of its creditors, shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

ARTICLE 21

Building Services

The Landlord shall furnish to the Tenant at no charge:

21.1 Janitorial Service: Landlord shall provide janitorial service, but consisting of only routine vacuum cleaning or dust mopping floors, cleaning exterior windows and entrance doors, and common areas of the building.

21.2 Common Area Access: Landlord shall furnish to Tenant and its agents, employees and invitees, subject to reasonable restrictions on the use thereof as may be determined by the Landlord, not exclusive access to common areas in the building, including the main foyer and restroom facilities.

21.3 Conference Rooms: Landlord shall provide to Tenant reasonable use of the Business Center conference room facilities on a first scheduled, first serve basis in accordance with Landlord's policies.

ARTICLE 22

Business Center of Use Policies

Landlord may adopt, and thereafter amend, without notice to Tenant, rules, regulations and policies related to for the use of the Business Center, and the Leased Premises. In addition to such rules, regulations and policies, the following terms and conditions apply to the Business Center and Leased Premises:

22.1 Smoking: Smoking shall not be allowed anywhere within the Leased Premises or the Business Center, except in such areas that may be designated by the Landlord.

22.2 Air Conditioning and Heating: Air conditioning and heating shall be available daily on normal work days from 8:00 a.m. to 5:00 p.m., at a level in the Landlord's judgment to be comfortable for occupancy and use of the Leased Premises under normal business operations during the usual seasons thereof. Otherwise, the Landlord may reduce the level of air conditioning or heat at its discretion. Tenant shall not be allowed to use any artificial means of air conditioning or heat, including space heaters, without the express written permission of the Landlord.

ARTICLE 23

Short Form Lease

If requested by either party, the parties shall execute a memorandum of lease for recordation

in the Office of the Register of Deeds of Jones County, North Carolina, in accordance with Chapter 47 of the North Carolina General Statutes.

ARTICLE 24

Miscellaneous

24.1 Condition of Premises: Landlord shall furnish to Tenant the Leased Premises in substantially the same condition as existing on the Contract Date.

24.2 Entire Agreement; Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both parties.

24.3 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

24.4 Non-Waiver: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

24.5 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

24.6 Assignment and Subletting: Except as may otherwise be expressly provided herein, Tenant shall not assign any right, obligation, or liability arising hereunder without Landlord's prior written consent, which consent may be withheld for any reason. Any such assignment or attempted assignment shall be null and void. Nor will Tenant sublet the Leased Premises without first having obtained the written consent of the Landlord, which consent may be withheld for any reason.

24.7 Laws and Regulations: The Tenant at its own cost and expense shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or

departments which are applicable to the Leased Premises, and shall not knowingly utilize the premises for any illegal, unsafe, or offensive purposes, functions or acts whatsoever.

24.8 Covenant of Further Assurances: The Parties agree that from and after execution of this Agreement, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

24.9 Force Majeure: A party shall not be deemed to have defaulted or failed to perform hereunder if that party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including (without limitation) acts of Government, embargoes, fire, flood, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions, or the inability to procure necessary raw material, supplies or equipment.

24.10 Headings: Headings in this Agreement are for convenience and reference only and shall be not used to interpret or construe its provisions.

24.11 Multiple Originals: This Agreement shall be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24.12 Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Venue for any action, in equity or in law, shall be Jones County, North Carolina.

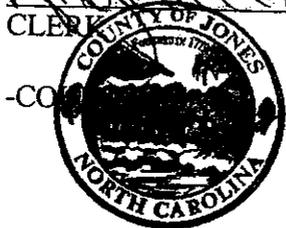
24.13 Consideration: The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, the parties have duly and properly executed this Agreement, on the Contract Date.

**LANDLORD:
JONES COUNTY**

By: Frank Emory
Frank Emory, CHAIRMAN

ATTEST:
Annice Hall



TENANT:
PAMLICO CHILD AND FAMILY THERAPY, PLLC

By: Stephanie Scott (SEAL)
Stephanie Scott, MEMBER



Pamlico Child & Family Therapy
Jones County Location

Providing Therapeutic Services for Children, Adults and Families

Our Services Include:

- Therapy for Depression and Anxiety
- Couples and Family Counseling
- Stress and Anger Management
- Comprehensive Clinical Assessments (CCA)
- Substance Use Evaluations and Therapy
- Telemedicine (*Medication management*)
- Trauma Focused Cognitive Behavioral Therapy
- Grief Counseling
- Behavioral Modification
- Expressive Arts Therapy (*Play, Art and Sand Tray*)
- School Risk Assessments
- Night and Weekend Appointments Available
- Free Services for Non-Insured

418 NC Hwy 58 N, Unit D Trenton, NC 28585
Office• 252-745-7401 **Fax**• 252-745-7400

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