



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
December 7, 2015**

<b>7:00 pm</b>	<b>Convene Regular Meeting (County Auditorium)</b>	
	Invocation and Pledge of Allegiance	
	Approve Agenda as Published	
<b>Tab 1</b>	<b>Organization of the Board</b>	<b>1</b>
	Roads	
<b>Tab 2</b>	<b>Reports and Presentations</b>	
	a. Recognition of Sampson County Cooperative Extension as Recipient of John L. Smith Plastic Pesticide Container Recycling Award	<b>2 - 3</b>
<b>Tab 3</b>	<b>Action Items</b>	
	a. Public Hearing – FY 2017 Community Transportation Program (CTP) Grant Funding Application	<b>4 - 17</b>
	b. Budget Reduction Proposals	<b>18 - 35</b>
	c. Approval of Tax-Exempt Loan (First Citizens Bank) to Salemburg Fire Department for Purchase of Fire Truck	<b>36 - 43</b>
	d. Renewal of Scrap Tire Recycling Contract with Central Carolina Holdings	<b>44 - 51</b>
	e. Scheduling of Work Session Regarding Water System Opportunities	<b>52</b>
	f. Appointments	<b>53 - 54</b>
	• Parks and Recreation Advisory Board	
<b>Tab 4</b>	<b>Consent Agenda</b>	<b>55</b>
	a. Approve the minutes of the September 28, 2015; and November 2, 2015 meetings	<b>56 - 62</b>
	b. Adopt a resolution supporting the Sampson County Sexual Assault Response Team (SCSART) efforts to eliminate the rate of sexual assault in Sampson County	<b>63</b>
	c. Approve the Department of Aging’s submission of an application for United Way funding for construction of wheelchair ramps	<b>64 - 88</b>
	d. Adopt a resolution authorizing the lease of agricultural tracts adjacent to the Detention Center for the period January 1, 2016 – December 31, 2016 to Kenneth Mac Sutton for farming purposes	<b>89 - 93</b>

**Tab 4 Consent Agenda, continued**

- e. Approve Health Department fee revisions as requested by the Sampson County Board of Health **94 - 95**
- f. Award bid for replacement of copiers (as current leases expire) to Office Value for a period of five (5) years with approximate annual cost of \$53,500 **96 - 101**
- g. Approve the contract between Sampson County Social Services and The Magnolia Adult Care Home for Medicaid transportation services for their residents **102 - 142**
- h. Approve revised Registration and Lending Policy; Fines, Fees, and Replacement Policy; and Inter-Library Loan Policy for the Sampson-Clinton Public Library system **143 - 150**
- i. Certify receipt of Clinton City School's 2015-16 DPI Facility Needs Survey based upon projected enrollments through the 2020-21 school year **151 - 155**
- j. Approve tax refunds as submitted **156 - 161**
- k. Approve budget amendments as submitted **162 - 182**

**Tab 5 Board Information**

- a. Announcement of Martin Luther King, Jr. Banquet January 18, 2015 **184**

**Consideration of Business Personal Property Compliance Review Appeals (if appeal requests received)**

**County Manager's Reports**

**Public Comment Period** (See policies and procedures in agenda.) **185**

**Closed Session - GS 143-318.11(a)(4)**

**Adjournment**

**OUR PUBLIC CHARGE**

*The Board of Commissioners pledges to the citizens of Sampson County its respect. The Board asks its citizens to likewise conduct themselves in a respectful, courteous manner, both with Board members and fellow citizens. At any time should any member of the Board or any citizen fail to observe this public charge, the Chair (or presiding officer) will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair (or presiding officer) will recess the meeting until such time that a genuine commitment to this public charge is observed. All electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate.*

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1

Meeting Date: December 7, 2015

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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SUBJECT: Organization of the Board

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Ed Causey, County Manager (for election of Chairman)  
Chairman (for election of Vice Chairman)  
Joel Starling, County Attorney

PURPOSE: To conduct annual election of officers

ATTACHMENTS: None

BACKGROUND: North Carolina General Statutes require that the Board elect its officers during its first meeting in December each year. Customarily, the County Manager presides over the election of the Chairman. Then, the newly-elected Chairman presides over the election of Vice Chairman.

The person conducting the election should ask for nominations from the Board (nominations do not require a second). After all nominations have been made, the Board should vote (typically in the order received) on the candidates, with each member casting one vote. The Board should agree in advance on what procedure to follow if no candidate receives a majority of the votes cast on the first round of voting. County Attorney Joel Starling will advise the Board on options for this procedure.

RECOMMENDED ACTION OR MOTION: Elect officers as prescribed by General Statutes

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    2 (a)

Meeting Date: December 7, 2015	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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SUBJECT: Recognition of Sampson County Cooperative Extension Service as Recipient of John L. Smith Plastic Pesticide Container Recycling Award

DEPARTMENT: Cooperative Extension Service

PUBLIC HEARING: No

CONTACT PERSON: Eileen Coite, CES Director  
Della King, Extension Agent

PURPOSE: To recognize the Sampson County Cooperative Extension Office for achievements in their pesticide recycling program

ATTACHMENTS: Award Letter

BACKGROUND: The North Carolina Department of Agriculture and Consumer Sciences has chosen Sampson County to receive the John L. Smith Plastic Pesticide Container Recycling Award for 2014. This award recognizes counties which have operated outstanding pesticide container recycling programs for farmers and commercial pesticide applicators.

As noted in the attached award letter, Sampson County set a record in North Carolina with 48,073 pounds of plastic collected, with zero rejected containers, evidencing a remarkably effective program for protecting the environment.

The Cooperative Extension staff recently received a commemorative plaque, and just as importantly, a \$2,000 check in honor of their accomplishments. A budget amendment is included in your Consent Agenda to accept the new revenue, which can be used by the department to further their pesticide recycling efforts. Eileen Coite and Della King (the program's coordinator) will be present to receive the plaque from the Chairman.

RECOMMENDED ACTION OR MOTION: Chairman should re-present the commemorate plaque to Ms. Coite and Ms. King





Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services  
*Structural Pest Control and Pesticides Division*

James W. Burnette, Jr.  
Director

August 10, 2015

Della King  
Extension Agent, Agriculture  
Sampson County Cooperative Extension  
55 Agriculture Place  
Clinton, NC 28328

Dear Ms. King:

The North Carolina Department of Agriculture and Consumer Services - Structural Pest Control and Pesticides Division has chosen Sampson County for the John L. Smith Plastic Pesticide Container Recycling Award for 2014. This award was created by the Department in 2001 to recognize counties that have operated outstanding plastic pesticide container recycling programs for farmers and commercial pesticide applicators.

Sampson County set a new annual record for North Carolina with a total of 48,073 pounds of plastic collected by USAg Recycling, Inc. Also, your county had zero percentage of rejected containers. We are sure that the participants in your county will be proud of these accomplishments and will continue to support this program in the future.

Your county will be honored with a commemorative plaque and a \$2,000 check from the Pesticide Environmental Trust Fund. Sampson County may spend this money in whatever way it deems fit to further its pesticide container recycling efforts. We will be contacting you in the future with details regarding the actual award ceremony, which we hope to hold at one of the upcoming North Carolina Pesticide Board meetings. As you probably know, the North Carolina Pesticide Board has been extremely generous in its support of this North Carolina Pesticide Container Recycling Program since 1995.

We applaud your county's efforts to provide farmers and commercial pesticide applicators with an effective environmental program for recycling plastic pesticide containers. We congratulate you and others in Sampson County who have made this program so successful.

Sincerely,

Henry Wade, PhD  
Environmental Programs Manager

cc: North Carolina Pesticide Board

**Structural Pest Control and Pesticides Division**  
Structural Pest Control Section • Phone: (919) 733-6100 • FAX: (919) 733-0633  
Pesticide Section • (919) 733-3556 • Fax (919) 733-9796  
1090 Mail Service Center, Raleigh, North Carolina 27699-1090  
[www.ncagr.com/str-pest/](http://www.ncagr.com/str-pest/)

*An Equal Opportunity Affirmative Action Employer*

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    3 (a)

Meeting Date: December 7, 2015	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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**SUBJECT:** Public Hearing - FY 2017 Community Transportation Program (CTP) Grant Funding Application

**DEPARTMENT:** Sampson Area Transportation/Dept. of Aging

**PUBLIC HEARING:** Yes

**CONTACT PERSON:** Earle McNeil, SAT Coordinator  
Lorie Sutton, Department of Aging Director

**PURPOSE:** To consider public comments with regard to the submission of the application for CTP transportation grant funding for the period July 1, 2016 - June 30, 2017

**ATTACHMENTS:** Public Hearing Notice; CTP Grant Documents; Grant Resolution

**BACKGROUND:** Each year the County applies to the North Carolina Department of Transportation for Community Transportation Funding, which is used by our Sampson Area Transportation program to coordinate existing transportation programs operating in Sampson County and to provide transportation services within our communities. The Department of Aging has proposed that an application be submitted in the amount of \$330,072, which requires a \$42,655 local match. The match will be budgeted in the Department of Aging's 2016-2017 budget. We are required to provide the public the opportunity to comment on the application prior to submission.

**PRIOR BOARD ACTION:** Application is submitted annually

**RECOMMENDED ACTION OR MOTION:** Adopt Grant Resolution authorizing submission of grant and making assurances and certifications regarding compliance with federal and state requirements

**COMMUNITY TRANSPORTATION PROGRAM RESOLUTION**

**Section 5311  
FY 2017 RESOLUTION**

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* \_\_\_\_\_ and seconded by *(Board Member's Name or N/A, if not required)* \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, Sampson County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)\** County Manager of *(Name of Applicant's Governing Body)* the County of Sampson is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)\** Susan J. Holder *(Certifying Official's Title)* Assist. Co Mgr/Clerk to the Board do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* Sampson County Board of Commissioners duly held on the 7th day of December, 2015.

\_\_\_\_\_  
*Signature of Certifying Official*

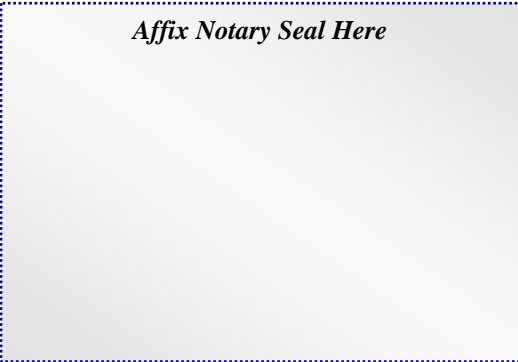
**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

My commission expires *(date)* \_\_\_\_\_



## LOCAL SHARE CERTIFICATION FOR FUNDING

**Sampson County**  
(Legal Name of Applicant)

### Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>192,924</u>	\$ <u>28,939</u> (15%)
Capital (Vehicles & Other)	\$ <u>137,148</u>	\$ <u>13,716</u> (10%)
Operating (Small fixed route, regional, and consolidated urban-rural systems)	\$ _____	\$ _____ *(50% or more)
<small>*Note: Small fixed route systems contribute more than 50%</small>		
<hr/>		
TOTAL	\$ <u>330,072</u>	\$ <u>42,655</u>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

### The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Amount</u>
<b><u>County Funding</u></b>	\$ <u>42,655</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
<hr/>	
<b>TOTAL</b>	\$ <u>42,655</u>

**\*\* Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing **Sampson County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2017 Community Transportation Program will be available as of **July 1, 2016**, which has a period of performance of July 1, 2016 – June 30, 2017.

\_\_\_\_\_  
Signature of Authorized Official

Edwin C. Causey, County Manager  
\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

**North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)  
FY17 Community Transportation Capital**

Project Number :

**CAPITAL BUDGET SUMMARY**

September 2015 - June 2017

Legal Name:	SAMPSON COUNTY		
Address:	DBA SAMPSON AREA TRANSPORTATION 405 COUNTY COMPLEX RD # 140 CLINTON, NC 28328		
County:	SAMPSON COUNTY	Congressional District: 2	
Contact Person:	Lorie Sutton		
Telephone:	+1 (910) 592-4653		
Fax:	+1 (910) 590-2142		
Email:	lbsutton@sampsonnc.com		
Web Site:	www.sampsonnc.com		
Federal ID Number:	56-6000338	DUNS Number: 040044067	
CFDA #:			
Period of Performance:	Jul 1, 2016	to	Jun 30, 2017
		Federal Billable/Non-Billable	Billable

I. Total Project Expenditures		
(NCDOT Maximum Participation Amounts)	Requested	NCDOT Use Only
Replacement Vehicles	\$134,000	\$134,000
Expansion Vehicles	\$0	\$0
Other Capital Expenses	\$1,600	\$775
Advanced Technology Expenses	\$0	\$0
Baseline Technology Expenses	\$1,548	\$0
Facility Improvement Expenses	\$0	\$0
<b>Total</b>	<b>\$137,148</b>	<b>\$134,775</b>

II. Proposed Project Funding*					
	Total	Federal	Federal Non-Billing	NCDOT	Local
	100.00%	80.00%		10.00%	10.00%
<b>Total Funding</b>	<b>\$137,148</b>	<b>\$109,718</b>	<b>\$0</b>	<b>\$13,714</b>	<b>\$13,716</b>

IV. Proposed DBE, MBE, WBE Goals (Enter DBE Goal if Federal Funding applies, otherwise enter MBE/WBE Goals)			
	DBE	MBE	WBE
%			
Amount	\$0	\$0	\$0

North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)  
FY17 Community Transportation Capital

Project Number :

PROPOSED PROJECT BUDGET  
CAPITAL EXPENSES

Applicant: SAMPSON COUNTY

Program Profile:ZPT2

Object Code	Title	Total Cost		NCDOT Maximum Participation	
<b>ROLLING STOCK: REPLACEMENT VEHICLES</b>					
G541	Description	Budgeted Cost	Qty		Qty
	<b>35- to 40-Ft. HD Low Floor Transit Bus (Replacement) - 12 yr. Bus</b> Heavy duty 2010-EPA diesel bus built as an integral unit.	\$500,000		\$0	\$0
	Alternative fuel engine - Hybrid Electric	\$250,000		\$0	\$0
	Optional Engine - CNG				
	Optional Engine - Natural Gas				
				\$0	\$0
G542	Description	Budgeted Cost	Qty		Qty
	<b>30- to 35-Ft. HD Low Floor Transit Bus (Replacement) - 10 yr. Bus</b> Heavy duty 2010-EPA diesel bus built as an integral unit.	\$460,000		\$0	\$0
	Alternative fuel engine - Hybrid Electric	\$200,000		\$0	\$0
	Optional Engine - CNG				
	Optional Engine - Natural Gas				
				\$0	\$0
G543	Description	Budgeted Cost	Qty		Qty
	<b>20' Light Transit Vehicle (Replacement) -</b> Body-on-chassis type vehicle (Cutaway van chassis); retaining the van-type cab; offering increased headroom and wider body; max. capacity - 13 passengers (may be driven w/o CDL)	\$52,000		\$0	\$0
	Bike Rack	\$2,200		\$0	\$0
	Brake Retarder	\$9,400		\$0	\$0
				\$0	\$0
G545	Description	Budgeted Cost	Qty		Qty
	High-top Vehicle (Replacement) - School bus door entry; lowered stepwell; <b>NO LIFT; maximum capacity-12 passengers.</b>	\$52,500	2	\$105,000	2 \$105,000
	Optional Engine - Diesel	\$6,500		\$0	\$0
				\$105,000	\$105,000

North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)  
FY17 Community Transportation Capital

A548	Description	Budgeted Cost	Qty		Qty	
	Lift-Equipped High-top Vehicle (Replacement) - School bus door entry; lowered stepwell; fully automatic interior lifts. 2 to 3 Wheelchair Stations. Min. ambulatory capacity - 5 pax; Max. ambulatory capacity-8 pax.					
	Optional Engine - Diesel					
G571	Description	Budgeted Cost	Qty		Qty	
	<b>Minivan / Crossover (Replacement) –</b> Small vehicle; standard production vehicle; <b>maximum capacity - 6 passengers.</b> Crossover vehicle (6 pax) available <b>ONLY for ALL-WHEEL DRIVE</b>	\$29,000	1	\$29,000	1	\$29,000
	<b>Option: Accessible Minivan compliant with ADA;</b> Lowered floor, wheelchair ramp and 1 to 2 wheelchair stations.	\$16,000		\$0		\$0
				\$29,000		\$29,000
G573	Description	Budgeted Cost	Qty		Qty	
	<b>Support Vehicle (Replacement) - a</b> vehicle used to support the transit system; maintenance needs.	\$40,000		\$0		\$0
	Optional Engine - Diesel					
	Optional Engine - Hybrid Electric					
				\$0		\$0
G575	Description	Budgeted Cost	Qty		Qty	
	<b>28' Light Transit Vehicle w/wheelchair lift (Replacement) –</b> Body-on-chassis type vehicle (Cutaway van chassis); retaining the van-type cab; offering increased headroom and wide body; fully automatic lift. <b>2 and 6 Wheelchair Station floor plans Min. ambulatory capacity -8 pax; Max. ambulatory capacity -22 pax.</b>	\$90,500		\$0		\$0
	Optional Engine - CNG	\$40,000		\$0		\$0
	Optional Engine -Hybrid Electric	\$60,000		\$0		\$0
	Optional Engine - Diesel	\$12,000		\$0		\$0
	Brake Retarder	\$10,700		\$0		\$0
	Bike Rack	\$1,900		\$0		\$0
				\$0		\$0

**North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)**

**FY17 Community Transportation Capital**

G576	Description	Budgeted Cost	Qty		Qty	
		<b>22' Light Transit Vehicle w/wheelchair lift (Replacement) –</b> Body-on-chassis type vehicle (Cutaway van chassis); retaining the van-type cab; offering increased headroom and wider body; fully automatic side lift. <b>2 wheelchair station floor plan. Min. ambulatory capacity -12 pax; Max. capacity -14 pax. plus 1 wheelchair passenger. THIS LTV REQUIRES A CDL - LTV seating CANNOT BE MODIFIED.</b>	\$63,500			
	Optional Engine - CNG	\$32,500				\$0
	Optional Engine - Hybrid Electric	\$50,000				\$0
	Optional Engine - Diesel	\$14,000				\$0
	Brake Retarder	\$9,600				\$0
	Bike Rack	\$1,500				\$0
						\$0
						\$0
G577	Description	Budgeted Cost	Qty		Qty	
	<b>Other Transit Vehicle (Replacement) -</b> Other transit-type vehicle not otherwise identified in UPTAS. Specify type and if lift equipped. (include estimated cost documentation)					
	Optional Engine - Hybrid Electric					
	Optional Engine - Diesel					

**TOTAL REPLACEMENT VEHICLE QUANTITY & EXPENSES:** **\$134,000** **\$134,000**

\*NOTE: If you prefer to use a local vendor for lettering, please budget cost under line code G591 located under "Other Capital". Logos are now eligible under that code also.

VEHICLE REPLACEMENT INFORMATION						NCDOT	
REPLACED VEHICLES					NEW VEHICLE	APPROVED REPLS.	
Year	Make	Type	Complete VIN	Mileage	Select code below	Y/N	Comment
<i>Example: 2003</i>	<i>Ford</i>	<i>lift van</i>	<i>1FDXE45503HA77633</i>	<i>112,050</i>	<i>G548 - Lift-Equipped Van</i>	<i>N</i>	<i>Repl. FY11/prior</i>
2009	FORD	Center Aisle	1FTDS34L69DA46018	140,000	G545 - Van Conversion		
2001	DODGE	13 PASS	2B6LB31Z81K546300	117,570	G545 - Van Conversion		
2009	DODGE	MINI-VAN	2D8HN44E99R619654	117,141	G571 - MiniVan/Crossover		



North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)  
FY17 Community Transportation Capital

Project Number :

PROPOSED PROJECT BUDGET  
CAPITAL EXPENSES

Applicant: SAMPSON COUNTY

Object Code	Title	Total Cost	NCDOT Maximum Participation
<b>OTHER CAPITAL</b>			
G511	<b>Office Furniture - Cost of tables, desks, chairs, file cabinets, and related furniture for transportation offices or facilities.</b> <b>List one item per line, the no. of units per item, and the estimated cost. (provide one cost estimate for each item requested.)</b>		
	Item Description	Qty	Estimated Cost Ea.
G512	<b>Office Equipment - Cost of fax machines, copiers, calculators, and other equipment for transportation offices and facilities. Does not include computer hardware and software</b> <b>List one item per line, the no. of units per item, and the estimated cost. (provide one cost estimate for each item requested.)</b>		
	Item Description	Qty	Estimated Cost Ea.
	Fax Machine	1	\$160
	Calculators	4	\$123
	Cordless Phone Set	1	\$123
		<b>\$775</b>	<b>\$775</b>
G513	<b>Audio-Visual Equipment - Includes the costs of overhead projector, TV and VCR to be used for training purposes.</b> <b>List one item per line, the no. of units per item, and the estimated cost. (provide one cost estimate for each item requested.)</b>		
	Item Description	Qty	Estimated Cost Ea.

North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)  
FY17 Community Transportation Capital

G591	<b>Vehicle Lettering &amp; Logos</b> - Cost of lettering and/or logos and the labor involved in having the transit system name, phone number, and/or logo applied to vehicles. Costs to be incurred by using a local vendor. (Attach cost estimate for reference only.)						
	Item Description	Qty	Estimated Cost Ea	Total	Qty	Dot Rate	Total
	Vehicle Lettering & Logos	3	\$275	\$825			
G611	<b>Direct Purchase of Service (Private)</b> Purchase of transportation services from a privately owned transportation provider.						
G612	<b>User Side Subsidy</b> Purchase of service contract in which the passenger (user) pays for a portion of the full fare.						
G621	<b>Volunteer Reimbursement</b> Reimbursement to volunteers for mileage on personal vehicle for public transportation.						
G641	<b>Direct Purchase of Service (Public)</b> Purchase of transportation services from a publicly owned transportation provider.						
<b>TOTAL OTHER CAPITAL EXPENSES:</b>					<b>\$1,600</b>		<b>\$775</b>

**North Carolina Department of Transportation (NCDOT)  
Public Transportation Division (PTD)**

FY17 Community Transportation Capital

Project Number :

**PROPOSED PROJECT BUDGET  
CAPITAL EXPENSES**

Applicant: **SAMPSON COUNTY**

Object Code	Title	Total Cost				NCDOT Maximum Participation	
<b>BASELINE TECHNOLOGY</b>							
G514	<b>Micro Portable Projector/Laptop -</b> Note: laptop is part of operation of projector NCDOT will participate UP TO \$4,000						
	Item Description	Qty	Estimated Cost Ea.	Total	Qty	Dot Rate	Total
	Replacement						
	New						
G521	<b>Personal Computer System (PC) -</b> DESKTOP computers include CPU, Office XP, 17" monitor, keyboard, mouse and Microsoft Office XP software, 2 yr. technical support contract)						
	Item Description	Qty	Estimated Cost Ea.	Total	Qty	Dot Rate	Total
	Replacement	1	\$1,192	\$1,192			
	Expansion						
				\$1,192			
G522	<b>Printers - Laser jet network and non-network printers</b>						
	Non-network	Qty	Estimated Cost Ea.	Total	Qty	Dot Rate	Total
	Replacement	1	\$356	\$356			
	Expansion						
	Network	Qty	Estimated Cost Ea.	Total	Qty	Dot Rate	Total
	Replacement						
	Expansion						
			\$356				

**SECTION 5311 or 5310 TITLE VI PROGRAM REPORT**

Legal Name of Applicant: **Sampson County**  
(Complete either Part A or Part B)

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against **Sampson Area Transportation** during the period **July 1, 2014 through June 30, 2015**.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Edwin C. Causey, County Manager  
\_\_\_\_\_  
Type Name and Title of Authorized Official

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**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ *Transit System Name*) during the period July 1, 2014 through June 30, 2015.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

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**Part C - Title VI Plan**

Do you currently have a Title VI Plan: Yes Date of last plan update: 2014

**DBE GOOD FAITH EFFORTS CERTIFICATION**

This is to certify that in all purchase and contract selections Sampson County is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

**DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:**

Required by PTD	Check all that apply	Description
	<input type="checkbox"/>	Write a letter to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
	<input type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input checked="" type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should refer to <a href="http://www.ncdot.gov/business/ocs/dbe/#FAQ10">http://www.ncdot.gov/business/ocs/dbe/#FAQ10</a> or contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information.
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at <a href="http://partner.ncdot.gov/ VendorDirectory/default.html">http://partner.ncdot.gov/ VendorDirectory/default.html</a>
	<input type="checkbox"/>	Other efforts: Describe:
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

**Reminder:** Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

December 7, 2015

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Edwin W. Causey, County Manager

\_\_\_\_\_  
Type Name and Title of Authorized Official

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION**

**DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY2017**

**APPLICANT'S NAME:** Sampson County **PERIOD COVERED**  
**MAILING ADDRESS:** 405 County Complex Road; Suite 140, Clinton, NC 28328 **From:** July 1, 2016  
**VENDOR NUMBER:** 7666 **To:** June 30, 2017

**We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY2017:**

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

- The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY2017.
- The applicant does **NOT** expect to utilize any DBE/MBE/WBE/HUB Vendors in FY2017.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed Sampson County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than December 9, 2015. The public hearing will be held on December 7, 2015 at 7:00pm before the Sampson County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact the County Manager's Office on or before November 30, 2015, at telephone number 910-592-6308 or via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com).

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Sampson County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Sampson Area Transportation. Services are rendered by Sampson Area Transportation.

The total estimated amount requested for the period July 1, 2016 through June 30, 2017

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>	
Administrative	<b>\$192,924.00</b>	<b>\$28,939.00</b>	<b>(15%)</b>
Capital (Vehicles & Other)	<b>\$137,148.00</b>	<b>\$13,716.00</b>	<b>(10%)</b>
Operating (Small fixed-route, regional, and consolidated urban-rural systems only)	<b>\$</b>	<b>\$</b>	<b>*(50%) or more</b>
		*Note: Small Fixed Route systems must contribute more than 50%	
<b>TOTAL PROJECT</b>	<b>\$330,072.00</b>	<b>\$42,655.00</b>	
	<b>Total Funding Request</b>	<b>Total Local Share</b>	

This application may be inspected at Sampson County Department of Aging from November 12, 2015 – December 7, 2015. Written comments should be directed to Lorie Sutton before December 7, 2015.

## AVISO DE AUDIENCIA PÚBLICO FY17 COMMUNITY TRANSPORTATION PROGRAM FUNDING

### (Año Fiscal 16-17 Financiamiento para el Programa de Transporte de Comunidad)

La Junta de Comisionados de el Condado de Sampson sostendrá una audiencia pública el Lunes, Diciembre 7, 2015 a las 7:00p.m. en relación a la propuesta Aplicación sobre el Transporte de la Comunidad a ser presentada en el Departamento de Transportación de Carolina del Norte no más tarde de Diciembre 9, 2015. La audiencia será sostenida en el Auditorio del Condado de Sampson, Edificio de Administración del Condado, 435 Rowan Road en Clinton, Carolina del Norte.

El Programa de Transporte de Comunidad proporciona la ayuda necesaria para coordinar los programas de transporte existentes en el Condado Sampson, así como proporcionar opciones y servicios para las comunidades dentro del condado. El Transporte de Área de Sampson actualmente proporciona servicios usando las necesidades publicas en demanda y rutas fijadas. Los servicios son dados utilizando camionetas.

El total estimado que se solicita para el período de desempeño es de Julio 1,2016 hasta el 30 de Junio de 2017 es \$330,072 dólares. Los gastos Administrativo/ los gastos de Desarrollo de empleado son estimados en \$192,924 dólares (15% participación local del \$28,939), y los gastos de Capital son estimados en \$137,148 dólares (participación local del 10 %) = \$13,716.00.

La aplicación puede ser inspeccionada en la oficina de Transporte de Área de Sampson, 405 County Complex Road; Suite 140 en Clinton de las 8:00a.m. a las 5:00p.m. Los comentarios/petición escritos para una audiencia pública deberían ser dirigidos a: Lorie Sutton, Director, 405 County Complex Road; Suite 140, Clinton, NC 28328. Cualquier persona con una incapacidad que necesite ayuda auxiliar o el servicio a fin de participar en esta reunión puede ponerse en contacto con la Oficina del Gerente del Condado al 910-592-6103 y via email [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com) al menos 48 horas antes de la reunión.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    3 (b)

Meeting Date:    December 7, 2015

<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

---

SUBJECT:                    Budget Reduction Proposals

DEPARTMENT:            Various

PUBLIC HEARING:        No

CONTACT PERSON:      Edwin W. Causey, County Manager

PURPOSE:                To consider approval of various budget reduction proposals

ATTACHMENTS:        Excel Spreadsheet; Budget Reduction Proposals from EMS, Aging (Transportation)

BACKGROUND:         The County Manager will review three additional proposals in our continuing budget reduction process. The responsible Department Heads will be in attendance to discuss their proposals or answer questions as the Board desires. Also, as the attached materials reflect, we have advised Clinton-Sampson Rescue Chief Jerry Bradshaw of the EMS proposal related to his department.

RECOMMENDED ACTION OR MOTION:            Approve the budget reduction proposals as presented by staff



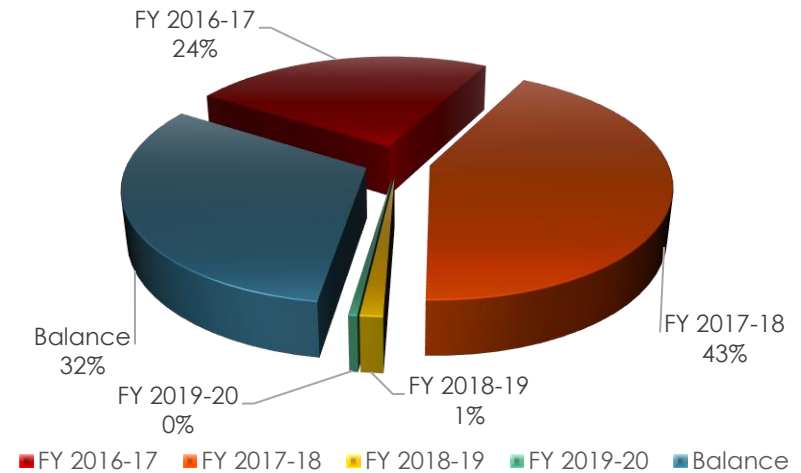
		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
November-15					
ADM 001	Eliminate Dues; Special Com. Funding	\$ 1,175.00			
AGE/REC 001	Shared Receptionist	\$ 12,242.00			
ELC 001	Utilization of Co. EE as Election Clerks	\$ 7,452.00			
EMS 001	Building Cleaning	\$ 9,000.00			
EMS 002	Eliminate SFD Aerial Plat. Supplement	\$ 3,600.00			
EMS 003	Office Efficiencies	\$ 898.24			
EMS 004	Discontinue TFD Fire Medic	\$ 5,280.00			
EMS 005	Cease PV EMS/Lease Space from PFD	\$ 16,339.00			
EMS 006	Eliminate Fax Maint. Contracts	\$ 3,625.00			
EMS 007	Eliminate Hepatitis B shot	\$ 2,300.00			
FIN 001	Workers Compensation Premiums	\$ 105,000.00			
FIN 002	Copier Lease/Cost Per Copy	\$ 30,201.00	\$ 16,402.87	\$ 15,392.29	\$ 6,069.91
LIB 001	Staff Reorganizations/Prog Adjustments	\$ 50,107.18	\$ 31,531.97		
<b>November Totals:</b>		<b>\$ 247,219.42</b>	<b>\$ 47,934.84</b>	<b>\$ 15,392.29</b>	<b>\$ 6,069.91</b>

		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
December-15					
EMS 008	Discontinue Clement Rescue RT Supplement	\$ 6,000.00			
EMS 009	Discontinue Contract w/Clinton-Sampson Rescue	\$ 33,528.00			
AGE 002	Medicaid Contract		\$ 465,249.00		
<b>December Totals</b>		<b>\$ 39,528.00</b>	<b>\$ 465,249.00</b>	<b>\$ -</b>	<b>\$ -</b>

# Summary

	Totals to date:			
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
<b>Total Mandated</b>	\$ 345,497.00	\$ 423,947.00	\$ 423,947.00	-
<b>Total Approved to Date</b>	\$ 286,747.42	\$ 513,183.84	\$ 15,392.29	\$ 6,069.91
<b>Reductions Yet to Achieve</b>	\$ 58,749.58	\$ (89,236.84)	\$ 408,554.71	

<b>Total mandated Reductions</b>	\$ 1,193,391.00
<b>Total Approved to Date</b>	\$ 821,393.46
<b>Balance</b>	\$ 378,067.45



## Abbreviation Key:

ADM (Administration); AGE (Aging); AIR (Airport); ANS (Animal Shelter); BOE (Boards of Education); CES Cooperative Extension); DET (Detention Center); DSS (Social Services); EDC (Economic Development); ELC (Elections); EMS (Emergency Services); EXP (Exposition Center); FIN (Finance); GOV (Governing Body); HLT (Health); INS (Inspections); ITS (Information Technology); LEG (Legal), LIB (Library); NRC (NRCS); PLZ (Planning & Zoning); PWK (Public Works); REC (Recreation); RES (Rescue); ROD (Register of Deeds); SCC (Community College); SHO (Sheriff's Office), SLW (Solid Waste); SPC (Special Appropriations); Tax (Tax Office); VET (Veterans Office); VFD Volunteer Fire

# COUNTY OF SAMPSON

## DEPARTMENTAL COST REDUCTION PROPOSAL

Department: **Emergency Management**

Proposal Name: **Discontinue Clement Rescue RT Supplement** Proposal Number: **EMS 008**

### Executive Summary:

Currently, both Clement Fire Department and Clement Rescue receive \$6,000 annually for rescue technician (RT) services. Over the past few years, it has become increasingly difficult for Clement Rescue to respond with their crash truck because of a shortage of volunteers. Clement FD and Clement Rescue have combined resources to respond to RT calls. Given this partnership and the proximity of the two agencies, to pay each a stipend could be perceived as a duplication of services. Thus, discontinuing the stipend to Clement Rescue is recommended. Clement Rescue Captain Angela Jackson is in agreement with the recommendation.

### Budget Impact: show implementation years and anticipated savings each year in excel format

Discontinuing the Clement RT supplement would save the County \$6,000 annually.

### Anticipated Staffing Impact:

No staffing impact is anticipated.

### Anticipated Impact to Other Departments/Agencies:

Clement Fire Department and Clement Rescue already have a track record of combining resources for RT response, so no impact is anticipated.

### Anticipated Impact to Citizens/Customer Service:

Clement Fire Department and Clement Rescue already have a track record of combining resources for RT response, so no impact is anticipated.

### Anticipated Technology Impact:

None



**SAMPSON COUNTY  
EMERGENCY  
MANAGEMENT  
SERVICES**

107 UNDERWOOD ST., CLINTON, NORTH CAROLINA 28328



**RONALD BASS  
DIRECTOR  
(910) 592-8996**

**M**EMORANDUM:

**TO:** Mr. Edwin W. Causey, County Manager

**FROM:** *RB*  
Ronald Bass, Emergency Management

**DATE:** November 18, 2015

**SUBJECT:** **Clement Rescue RT Services**

Clement Fire Department and Clement Rescue each currently receive \$6,000.00 annually for a total of \$12,000.00 for rescue technician service (RT). The funds for the fire department RT contract come from the volunteer fire department budget and the funds for the rescue RT contract come out of the rescue budget. Over the past couple years, with the on going shortage of volunteers, it has been very difficult for Clement Rescue to respond with their crash truck, and in many cases Clement Fire Department and Clement Rescue have combined resources to respond to RT calls.

With the close proximity of the two agencies, this could be perceived as a possible duplication of services. On November 9, 2015 I met with Clement Rescue Captain Angela Jackson, she is in total agreement to dissolve the supplement of \$6,000.00 annually that Clement Rescue currently receives. I would recommend that the County of Sampson cease the funding in January 2016 and terminate the RT contract with Clement Rescue in July 2016.

RB/

# COUNTY OF SAMPSON

## DEPARTMENTAL COST REDUCTION PROPOSAL

**Department:** Emergency Management

**Proposal Name:** Discontinue Contract w/Clinton-Sampson Rescue and Stipend      **Proposal Number:** EMS 009

**Executive Summary:**

In response to the mandate for departments to identify cost-savings measures, EM has reviewed not only internal operations, but those contracts with external partners. Several departments have made difficult decisions to voluntarily cease programs as volunteers become increasingly unavailable. This is the situation which has also faced Clinton-Sampson Rescue, and their response to dispatched calls has dramatically decreased in the past few years to a rate of less than 1% of their calls (from 330 responses in 2011, 219 in 2012, 54 in 2013, and only 34 in 2014).

Despite the acknowledged invaluable role this department has played in the development of our current EMS system, their unavailability may warrant consideration of discontinuing the current contract with Clinton-Sampson Rescue as of July 1, 2016. If so, it is recommended that payment of their contracted stipend cease as of January 1, 2016.

**Budget Impact:** show implementation years and anticipated savings each year in excel format

Discontinuing the annual stipend to Clinton-Sampson Rescue will result in a savings of \$33,528 per year.

**Anticipated Staffing Impact:**

None

**Anticipated Impact to Other Departments/Agencies:**

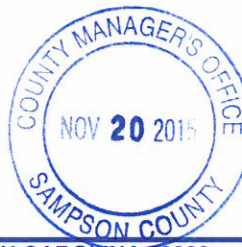
None

**Anticipated Impact to Citizens/Customer Service:**

Paid staff will continue to respond to calls as they are currently doing. No anticipated impact.

**Anticipated Technology Impact:**

None



**MEMORANDUM:**

**TO:** Mr. Edwin Causey, County Manager  
**FROM:** *RB* Ronald Bass, Emergency Management  
**DATE:** November 20, 2015  
**SUBJECT:** **Clinton-Sampson Rescue Operations**

In response to your request for all County departments to come up with cost savings measures, our department has spent considerable time reviewing not only our internal operations, but those operations which involve partner agencies. Cost saving measures successfully implemented thus far includes Turkey Fire Department's voluntary cessation of their Fire Medic program at an annual savings of \$5,280 and Plain View EMS voluntary cessation of operations at an annual savings of \$16,000. For these dedicated groups, the difficult decisions to cease operations were reached because their volunteers were increasingly unavailable to routinely respond to calls.

This is a challenge we have noted for several years and impacts many, if not all, of our partner rescue squads. At your direction, we have reviewed our records and found that Clinton-Sampson Rescue is the most dramatically impacted squad, currently able to answer less than 1% of their calls. For comparison purposes, the following table reflects the calls dispatched and responded to by our volunteer squads during the period January 1, 2015 – September 30, 2015:

Volunteer Squad	Calls Dispatched*	Calls Handled	Percentage
Clement Rescue	275	128	47%
Clinton Rescue	1005	3	.0030%
Garland Rescue	196	79	22%
Newton Grove Rescue	283	63	22%
Roseboro Rescue	928	568	61%
Suttontown Rescue	228	120	53%

\* Calls between 6 pm – 6 am only; response would be lower if a 24-hour period.

Clinton-Sampson Rescue's response rate has dramatically declined in recent years, from 330 responses in 2011, to 219 in 2012, 54 in 2013, and only 34 in 2014.

As a former volunteer myself, I would be remiss if I did not acknowledge the long-standing service of Clinton-Sampson Rescue and the valuable role they have played in the development of our current EMS system. If in their desire to reduce expenditures the Board elected to discontinue the contract with Clinton-Sampson Rescue, we would recommend that the rescue squad continue to receive their stipend until January 1, 2016 with the contract terminated as of July 1, 2016. This would result in an annual savings of \$33,528 for the County. This would have little to no effect on the services available to the citizens, as the calls are and will continue to be answered by the County's paid staff.



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11/23/15  
W

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE of the COUNTY MANAGER

November 23, 2015

Mr. Jerry Bradshaw, Captain  
Clinton-Sampson Rescue  
216 King Road  
Clinton, North Carolina 28328

Dear Mr. Bradshaw:

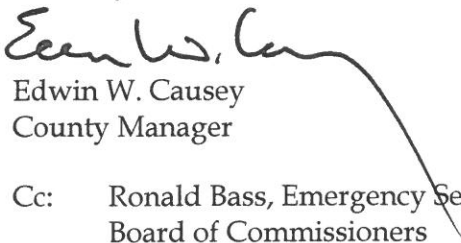
Thank you for once again meeting with me and Emergency Services Director Ronald Bass on November 17, 2015 to continue our discussions on the current operations of the Clinton-Sampson Rescue Squad. We had previously met on two additional occasions - July 10, 2015 and September 30, 2015 - and advised you at this third meeting that we would be making a recommendation regarding the County's continued financial support to the Board of Commissioners at their December 7, 2015 meeting.

Based upon on these discussions and our subsequent evaluation of the squad's participation in the last several years, we will recommending to the Board of Commissioners that the stipend the squad is currently receiving be suspended as of January 1, 2016. In addition, we will recommend that the contract for service and funding be termination as of July 1, 2016. Your current contract requires a 90-day notification before it can be legally terminated; if the Board of Commissioners approves the recommendation at their December 7 meeting, this action will be considered the beginning of your 90-day notice.

The recommendation that is being made in no manner devalues the dedicated service that your department has provided going back to the early 1960s. As we have noted in our previous correspondence, your personal service dating back to the 1970s is indeed noteworthy and distinguished. There is certainly no question of your members' commitment to our citizens and the role your organization played in the development of our emergency medical system. Moreover, we do acknowledge that you have expended considerable effort in trying to recruit members to establish and maintain functional viability that would allow your squad to participate significantly more in a variety of rescue calls.

We sincerely appreciate the professionalism and courtesy of our previous meetings. We would like to invite you to attend the Board of Commissioners meeting on December 7, 2015, which will be held at 7:00 p.m. in the County Auditorium.

Sincerely,

  
Edwin W. Causey  
County Manager

Cc: Ronald Bass, Emergency Services Director  
Board of Commissioners

file copy  
9/30/15

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE *of the* COUNTY MANAGER

September 30, 2015

Captain Jerry Bradshaw  
Clinton Sampson Rescue  
216 King Road  
Clinton, NC 28328

Re: September 15, 2015 Meeting Regarding Current Operations

Dear Mr. Bradshaw:

Thank you for meeting with us on September 15, 2015 to continue our dialogue on the current operations of the Clinton-Sampson Rescue Squad and to evaluate any specific actions that are being taken, or could be taken, to enhance the participation and effectiveness of the squad. At this meeting we reviewed the discussions of our July 13, 2015 meeting, its follow up correspondence, and the County's ongoing and comprehensive review of all of the program and services it funds.

We continue to appreciate the history and commendable accomplishments of the Clinton-Sampson Rescue Squad. We most certainly appreciate the current challenges your organization faces in maintaining its membership and thus fully participating in the County's full paramedic level service delivery. Unfortunately, however, the numbers you provided at our most recent meeting are not significantly different from those previously obtained, and it appears that your squad's participation is not currently at a level that can justify the County's continued funding.

We have agreed to meet again at 10:00 am on Tuesday, November 17, 2015 at the EMS office to complete our discussions. We again encourage you to meet with EMS Director Ronald Bass and EMS Supervisor Erik Herring as needed in the interim time to discuss opportunities for your squad's more active participation. Our goal is still to evaluate current services by early December and be in a position to make recommendations for next year in the July 2016 budget, so following our November meeting we will be making a recommendation regarding the future funding, if any, for your rescue squad.

406 COUNTY COMPLEX ROAD, BUILDING C ■ CLINTON, NORTH CAROLINA 28328  
(910) 592-6308 ■ (910) 592-1945 FAX  
WWW.SAMPSONNC.COM



Bradshaw, Mr. Jerry  
September 30, 2015  
Page 2

I do want to reiterate our desire to honor and respect the previous contributions of your squad and of you personally. Unfortunately, budget considerations necessitate that we carefully evaluate our operations and make appropriate adjustments as conditions and funding availability changes.

Sincerely,



Edwin W. Causey  
County Manager

Cc: Ronald Bass, EMS Director

file copy  
7/13/15  
CW

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE of the COUNTY MANAGER

July 13, 2015

Captain Jerry Bradshaw  
Clinton Sampson Rescue  
216 King Road  
Clinton, NC 28328

Re: July 10, 2015 Meeting Regarding Current Operations

Dear Mr. Bradshaw:

Thank you for meeting with me and EMS Director Ronald Bass last Friday to discuss the current operations of the Clinton-Sampson Rescue Squad. You were very gracious and spent some time sharing the history of the rescue squad. Indeed, the rescue squad, which dates back to 1961, has had a very distinctive history in Sampson County. The history and accomplishments are something for which everyone can be proud. Moreover, your personal service dating back to 1973 is also something that is most impressive. It is very challenging today to find individuals who can, and will, commit 40+ years to serving their community.

At our meeting, we spent a good portion of time talking about the evolution of emergency medical services in Sampson County - from the early days of basic rescue operations where transports were done by others, to today's full medical service that provides paramedic level of care for every call. It is our understanding that at present your squad does not have the capability to provide paramedic level services, but can participate in basic transport. Moreover, we understand you have had some challenges with membership in recent years and are just now getting back to a full complement of members. As I recall, you currently have 9 certified members. You also indicated that you are limited in the number of calls as your response was generally after the two Clinton-based County vehicles were dispatched. You did indicate that your squad had responded to 7 calls this year. In reviewing our records, we note that in 2014, Clinton Sampson Rescue responded to 14 out of 3,666 calls. You also expressed an interest in moving toward providing more rescue services.

In our discussion, I spent time explaining that over the next several years the County is going to do an extensive review of multiple departments to seek cost effectiveness and efficiencies. Your squad currently receives \$33,428 in annual support from the County. We do need to evaluate the services of your squad and determine if adjustments need to be made in the compensation that it receives. I believe that you would agree that the services that your squad provides verses the dollars received does need to be evaluated.

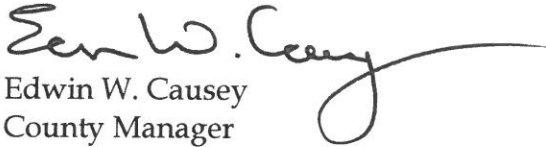
406 COUNTY COMPLEX ROAD, BUILDING C ■ CLINTON, NORTH CAROLINA 28328  
(910) 592-6308 ■ (910) 592-1945 FAX  
WWW.SAMPSONNC.COM

Bradshaw, Mr. Jerry  
July 13, 2015  
Page 2

In talking with the EMS staff after you left, they shared that Clinton Sampson Rescue is paged for all your response area calls at the same time the County paramedics are notified. Moreover, there would be opportunities for you to transport patients in situations where the paramedic level services were not required if you elect and are able to respond to more calls. Now that you have achieved full staffing, you may wish to consider this approach and these opportunities for more active participation. After considering this suggestion, you may wish to further communicate with EMS Director Bass regarding increased participation in calls. I would then suggest that we meet in mid to late September to review any progress and your squad's current status. Our goal will be to be in a position to evaluate current services by early December and be in a position to make recommendations for next year in the July 2016 budget.

We look forward to meeting with you in September and continuing our dialogue on services provided.

Sincerely,

  
Edwin W. Causey  
County Manager

Cc: Ronald Bass, EMS Director

# COUNTY OF SAMPSON

## DEPARTMENTAL COST REDUCTION PROPOSAL

Department: Department of Aging – Sampson Area Transportation

Proposal Name: Medicaid Contract

Proposal Number: AG002

### Executive Summary:

We recommend the Board of Commissioners consider awarding the Medicaid Transportation Contract to Sampson Area Transportation beginning fiscal year 2017-2018. It is our belief that it would be beneficial in many ways to Sampson County Government. Although there is an increase in personnel and equipment needed; there are increased revenues that can be used to fund 100% of the County match for transportation and a portion of the County match for Aging programs. Sampson Area Transportation will also be able to greatly expand their service area within the County.

**Budget Impact:** show implementation years and anticipated savings each year in excel format

The impact on the county budget would be significant. The net revenue of approximately \$465,249 would be used to fully fund Sampson Area Transportation (the current County funding to Transportation is \$229,501) and fund a portion of the match for the Aging programs (the current County funding to Aging programs is \$438,591). The mileage rate would be \$1.54 per mile, based on operating costs for the current fiscal year.

### Anticipated Staffing Impact:

The following additional staff and additional cost associated with new contract provision:

- 16 - Part-time Drivers with an estimated cost of \$185,548
- 2 - Full-time Administrative Support Specialist with an estimated cost of \$88,472
- 1 - Perm P/T Admin Support Specialist reclassified to full-time with estimated cost of \$16,418

These amounts include taxes, social security, worker's comp, retirement, etc.

### Anticipated Impact to Other Departments/Agencies:

We would have to work out some parking arrangements for the extra vans and employee vehicles. Options could be at the Human Services building or between Veterans and Building B.

### Anticipated Impact to Citizens/Customer Service:

If we provided the Medicaid Transportation Service, it would provide a huge benefit for citizens of Sampson County who do not currently receive Medicaid, but who are still struggling financially and need transportation services. There are areas within the County that are mostly underserved at this time, because we do not have enough drivers, vehicles or funds to meet the needs. While providing Medicaid services in all areas of Sampson County, this would greatly improve access to transportation for all Sampson County residents in need.

We are currently providing a small portion of the County's Medicaid Transportation Services and we believe that our customer service is great. There would be a period of adjustment after taking on such a large contract, but we believe we are up for the challenge to provide the best customer service possible.

---

**Anticipated Technology Impact & other anticipated equipment needed**

Two new computer systems and printers would be needed for the Administrative Support Specialists.

6 new vans would need to be leased. Four vans will be kept from surplus. When possible, we will consider purchasing vans from other transit agencies for vehicles no longer needed but in still excellent/safe working condition. If this is possible, it would make a difference in the cost for vans needed.

10 new radios, cameras and fare boxes for each van.

# Sampson County Department of Aging

Lorie Sutton  
Director

## Services

CAP/DA Program

Family Caregiver

Nutrition Program

In-Home Aide Services

Information & Referral

Adult Day Health Care

Transportation

Home Repairs

Garland Senior Center

Butler Court Senior Center

405 County Complex Rd.  
Suite 140  
Clinton, NC 28328  
910-592-4653  
Fax 910-590-2142

lbsutton@sampsonnc.com  
www.sampsonnc.com

MEMO:

TO: Ed Causey, County Manager

FROM: *LS*  
Lorie Sutton, Aging & Transportation Director

DATE: November 25, 2015

RE: Medicaid Transportation

As our contribution to the implementation of the pay plan, Department Heads have been challenged and have worked diligently to identify significant permanent budget reductions and/or additional revenue sources. Such budget reduction mandates necessitate that we present for your consideration the award of the Medicaid Transportation contract to Sampson County Department of Aging/Sampson Area Transportation beginning July 1, 2017.

When we have brought this consideration to the table in the past, we were looking largely at the view of helping those citizens who were not Medicaid eligible, to allow them better access to transportation services. Now, we have the additional mandate to find more revenue within our departments or cut budgets. This proposal will serve both those endeavors; to help our citizens and increase our revenue.

As you are aware, Sampson Area Transportation is currently providing a small portion of the County's Medicaid Transportation Services. Our experiences with this service have been positive for our agency and, we believe, for the clients we have served. We receive a Community Transportation Program Grant, as well as, the Rural Operating Assistance Program grant which helps non-Medicaid citizens. The Medicaid Transportation contract would allow our Department to more fully and efficiently apply those grant resources to serve more citizens of Sampson County. Please note the following benefits:

1. Local government public transit agencies have proven to be a viable source for providing Medicaid Transportation Services, and our Sampson Area

Transportation is one of the few public transit agencies in North Carolina which does not primarily provide this service. In each of the counties adjacent to Sampson County – Bladen, Cumberland, Duplin, Harnett, Johnston, Pender and Wayne – the local government public transit agency or county agency is the Medicaid Transportation Service provider.

2. Sampson Area Transportation's provision of Medicaid Transportation Services would equate to increased revenues generally for the County and specifically for our department. It is anticipated that the increased revenue would not only fund the necessary equipment and personnel, but would also 100% fund the County match for our existing transportation services and reduce the County match for Aging programs.
3. We believe that authorizing Sampson Area Transportation to provide Medicaid Transportation services would also benefit the citizens of Sampson County who do not receive Medicaid, but are still struggling financially and need transportation services. There are areas within the County that are mostly underserved, such as the northern end of the county, because we do not currently have enough drivers, vans and funding to meet the needs. While providing Medicaid Transportation, non-Medicaid clients in these underserved areas would have improved access to transportation. This includes senior citizens getting to doctor appointments and allowing them to go shopping, to taking people to and from work.
4. Currently we provide out-of-county non-emergency medical transportation to our veterans only. The reason we do not provide it to others is due to a shortage of vans and drivers. If we were to expand our provision of Medicaid Transportation Services, out-of-county non-emergency medical transportation could be offered to more citizens.

Please consider the attached cost proposal form, estimated budget and justification attached. Thank you.

/s

**Sampson County**

**Sampson Area Transportation**

		<b>FY 17-18</b>		<b>FY 18-19</b>		
		<b>Medicaid</b>		<b>Medicaid</b>		
		<b>Transportation</b>	Estimated	<b>Transportation</b>	Estimated	
<b>Revenues:</b>			Rate	Miles	Rate	Miles
16134500 403201	Mileage Fees (Other Agencies)	985,058.00	1.540	639,648	985,058.00	1.540 639,648
	Total revenues	985,058.00			985,058.00	
 <b>Expenditures:</b>						
16145000 512100	Salaries	68,750.00			68,750.00	
16145000 512200	Overtime Salaries	-			-	
16145000 512600	Part-Time Salaries	164,931.00	16 part-time drivers \$10.36/hr		164,931.00	
16145000 518100	Fica	14,488.00			14,488.00	
16145000 518120	Medicare Fica	3,388.00			3,388.00	
16145000 518200	Retirement	4,641.00			4,641.00	
16145000 518300	Group Insurance	21,576.00			21,576.00	
16145000 518400	Dental Insurance	726.00			726.00	
16145000 518600	Workmen's Compensation Ins	12,000.00			12,000.00	
16145000 518901	401K County Contribution	3,438.00			3,438.00	
16145000 519100	Professional Services	1,200.00			1,200.00	
16145000 525100	Gas, Oil And Tires	129,421.00			129,421.00	
16145000 526200	Departmental Supplies	1,000.00			1,000.00	
16145000 526201	Dept Supplies Equipment	2,800.00			-	
16145000 535300	Maint/Repair - Vehicles	15,000.00			15,000.00	
16145000 545000	Insurance And Bonds	5,000.00			5,000.00	
 <b>Expenditures:</b>						
16145000 554005	C O Vechile - Tab					
16145000	Lease vehicles Mcaid trans	66,000.00			66,000.00	
16145000 555010	County Match - Other Equip	5,450.00			5,450.00	
	Total expenditures	519,809.00			517,009.00	
	Revenues over expenditures	465,249.00			468,049.00	



## Justification for Medicaid Transportation Budget

**FY 17-18**

Salaries	2 Additional F/T Administrative Support Specialists (Grade 62) \$27,500 1 Reclassified Permanent (50%) Administrative Support Specialist to (100%) \$13,750.	\$ 68,750.00
P/T Salaries	16 P/T Drivers X 995 hours/year X \$10.36	\$ 164,931.00
FICA		\$ 14,488.00
Medicare FICA		\$ 3,388.00
Retirement		\$ 4,641.00
Group Insurance		\$ 21,576.00
Dental Insurance		\$ 726.00
Workmen's Compensation Ins	16 P/T Drivers X \$731 2 Office Staff X \$150	\$ 12,000.00
401-K County Contribution	Budget at 5%	\$ 3,438.00
Professional Services	16 Drug & Alcohol Testing X \$75	\$ 1,200.00
Gas, Oil And Tires	Tires - 40 tires X \$200; Oil changes 60 X \$42; Estimated gallons of gas 76,218 X \$1.56	\$ 129,421.00
Departmental Supplies	Increased cost for paper and cleaning supplies	\$ 1,000.00
Dept Supplies Equipment	Two personal computers X \$1050; 2 printers X \$350	\$ 2,800.00
Maint/Repair - Vehicles	Average cost for 10 vehicles X 1500.00	\$ 15,000.00
Insurance And Bonds	10 vehicles X \$500.00	\$ 5,000.00
Leased Vehicles	6 vehicles X \$500.00 4 wheel chair lift vans @ \$57,000 each, 2 mini-vans @ \$29,000 each, remaining 4 12 passenger vans from surplus	\$ 66,000.00
Other Capital	Lettering of vans \$275 X 10; Cameras \$1025 X 10, Radios \$335 X 10 = \$16350, leased for three years	\$ 5,450.00

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.    3 (c)

Meeting Date: December 7, 2015	___	Information Only	___	Public Comment
	___	Report/Presentation	___	Closed Session
	<u>x</u>	Action Item	___	Planning/Zoning
	___	Consent Agenda	___	Water District Issue

**SUBJECT:** Approval of Tax Exempt Loan (First Citizens Bank) to Salemburg Fire Department for Purchase of Fire Truck

**DEPARTMENT:** Volunteer Fire Department

**PUBLIC HEARING:** No

**CONTACT PERSON:** David Hairr, Salemburg Fire Department Chief  
Scott Owen, Salemburg Fire Department Assistant Chief

**PURPOSE:** To approve documents indicating Board approval of a tax-exempt loan by First Citizens Bank to Salemburg Fire Department for purchase of a fire truck

**ATTACHMENTS:** Certificate of Clerk of Approval; Fire Department Hearing Minutes, Advertising, and Corporate Resolution

**BACKGROUND:** Salemburg Fire Department is seeking approval of the tax-exempt financing they are obtaining from First Citizens Bank in the amount of \$270,000 for the purchase of a fire truck to replace an older truck in their fleet. A loan to a volunteer fire department that provides for tax-exempt financing must be approved by the County or City that has jurisdiction over the area served by that fire department. The fire department must hold a public hearing regarding their intention to pursue such financing, and Salemburg FD has provided evidence of their advertising and holding such hearing.

**RECOMMENDED ACTION OR MOTION:** Adopt the resolution approving the tax-exempt financing (which is included in body of Clerk’s Certificate document) in the principal amount of \$270,000

NC VFD16B

# COUNTY APPROVAL

STATE OF NORTH CAROLINA  
COUNTY OF Sampson

## CERTIFICATE OF CLERK RE APPROVAL OF TAX-EXEMPT LOAN TO VOLUNTEER FIRE DEPARTMENT BY BOARD OF COMMISSIONERS

The undersigned, being the duly qualified Clerk of Sampson County, North Carolina, does hereby certify that the following is a true and accurate copy of a Resolution passed by the Board of Commissioners of Sampson County, North Carolina, at its regular/special meeting on the 7th day of December, 2015, which Resolution was duly introduced, seconded, and approved, and that said Resolution remains in full force and effect:

"NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners of Sampson County, North Carolina does hereby approve (within the scope of the qualifying language set forth below) a tax-exempt loan to the Salemburg Fire Department [name of Volunteer Fire Department] (the "VFD") from First-Citizens Bank & Trust Company in the principal amount of \$ 270,000.00, which loan is for the following purpose (check applicable purpose):

1.  for the construction of a fire station for the VFD, (cross out the following if not applicable) including the purchase of the underlying real property.
2.  the purchase by the VFD of a fire truck or fire trucks, and

which fire truck(s) and/or fire station will be owned and operated by the VFD at the following address:

804 N Main St  
(Street Address)  
Salemburg, NC 28385  
(City and State)

RESOLVED, FURTHER, that the approval of the loan to the VFD set forth above is given solely for purposes of the public approval requirements for tax-exempt financing applicable to the VFD because of Section 150(e)(3) and Section 147(f) of the Internal Revenue Code of 1986, as amended, and such approval does not obligate the County or its Board of Commissioners in any way regarding repayment of the debt."

Duly certified by the execution hereof and the placing hereon of the seal of the said County, this the        day of       , 20  .

(Clerk's Seal)

\_\_\_\_\_  
CLERK  
\_\_\_\_\_  
County, North Carolina

**NOTICE OF PROPOSED TAX-EXEMPT LOAN  
TO VOLUNTEER FIRE DEPARTMENT**

TO ALL MEMBERS OF THE GENERAL PUBLIC WHO RESIDE WITHIN THE FIRE DISTRICT OF THE Salemberg Fire Department [name of the Volunteer Fire Department] ("VFD"). A public hearing will be held on November 25, 2015, at 7 o'clock p.m. at [include name of building (and room number, if applicable), street address and city or town] 804 N Main St Salemberg NC 28385

North Carolina for the purpose of approving a proposed tax-exempt loan by First-Citizens Bank & Trust Company to the VFD. At this meeting, you may submit written comments or participate orally. All members of the public are invited to attend. In connection with this public meeting, please note the following:

1. **PURPOSE OF LOAN** (check applicable purpose):
  - (a)  For the construction of a fire station for the VFD, (**cross out the following if not applicable**) including the purchase of land upon which the fire department will be built.
  - (b)  The purchase of a fire truck or fire trucks.
2. **AMOUNT OF LOAN:** The maximum principal amount of the loan is \$ 270,000.

The VFD will own and operate the station or fire truck(s) to be financed at the VFD's address which is:

804 N Main St  
(Street Address)  
Salemberg NC 28385  
(City and State)

**TRANSMITTAL LETTER FOR  
NOTICE OF PROPOSED TAX-EXEMPT  
FINANCING FOR VOLUNTEER FIRE DEPARTMENT**

RE: Notice of Public Hearing

Ladies and Gentlemen:

Please publish the enclosed Notice of Proposed Tax-Exempt Loan to Salemberg  
Fire Department [name of the Volunteer Fire Department]  
once a week for two successive calendar weeks (on the same week day of each of the two weeks), with  
the first publication date to be at least 14 days, but not more than 30 days, before the date of the public  
hearing in the enclosed Notice.

Please send the billing statement for this service directly to the undersigned together with the Affidavit of  
Publication. If it is necessary to make payment before the Affidavit can be issued, please notify me  
immediately.

Yours very truly,

Salemberg Volunteer Fire Department

By: \_\_\_\_\_  
Signature

Print Name: Robert Scott Owen

VFD Address: 804 N Main St  
Salemberg NC 28385

CERTIFICATE OF PUBLIC HEARING

I, the President/Vice President of the Salemberg Fire Department  
[name of the Volunteer Fire Department] (the "VFD"), hereby certify to First-Citizens Bank & Trust  
Company that I, acting on behalf of the VFD, caused public notice to be published in at least one  
newspaper of general circulation available to residents within the jurisdiction of the VFD (attached hereto  
is the original **Affidavit of Publication** from the newspaper evidencing such notice); that the  
aforementioned public notice was published once a week for two successive calendar weeks (on the same  
weekday of each of the two weeks), with the first publication date at least fourteen days, but not more  
than thirty days, before the date of the public hearing; that the aforementioned public notice invited  
interested members of the general public to express their views, orally and in writing, regarding a  
proposed tax-exempt loan from First-Citizens Bank & Trust Company to the VFD; that I conducted said  
public meeting on the day, place and time as provided in the published notice; and that I provided a  
summary of any comments received from the general public at the public hearing regarding the proposed  
loan to the person(s) actually approving the loan prior to such approval.



Signature of President/Vice President

Scott Owen

Print or Type Name

**Salemburg Vol. Fire Dept. Inc.**

**P.O. Box 240 / 804 N. Main St.**

**Salemburg, N.C. 28385**

**Bus. Ph. 910 525-4414 Fax Ph. 910 525-4427**

**E-Mail [sfd7@intrstar.net](mailto:sfd7@intrstar.net)**

Public Hearing Meeting

November 25, 2015

Meeting was called to order by President Scott Owen at 7:00pm.  
Board member ~~Scott Price~~ <sup>DAVID HAIRR</sup> was in attendance and recorded minutes.

The purpose of the public hearing at the Salemburg Vol. Fire Department, was to discuss its acquisition by purchase of (1) Emergency-One fire apparatus mounted on an International chassis and financial arrangements related thereto.

President Scott Owen, after having no one show up for the meeting, closed the meeting at 7:30pm.

President Scott Owen:

*Scott Owen*

Fire Chief:

*David Hairr*

Members of the FD present:

*Cameron Smith*

*Markus Smith*

*Scott Owen*

*DAVID HAIRR*

Members of the Public present:  $\emptyset$

*no one from*

*the public*

*attended*

*Cameron Smith*

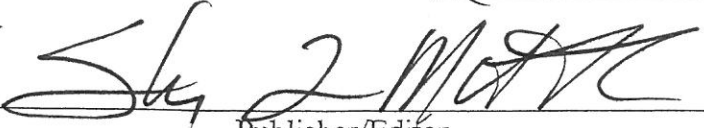
*Markus Smith*

*Scott Owen*

*David Hairr*

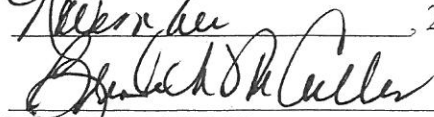
**AFFIDAVIT OF PUBLICATION**  
**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

SHERRY MATTHEWS, PUBLISHER/EDITOR of the Sampson Independent, a newspaper published in Sampson County, N.C. being duly sworn, says that at the time the attached notice was published in the SAMPSON INDEPENDENT, said newspaper met all of the requirements and qualifications prescribed by North Carolina General Statute 1-597; that said newspaper had a general circulation to actual paid subscribers; and was admitted to the United States mail as second class matter in Sampson County, N.C.; and further, that the attached notice was published in the SAMPSON INDEPENDENT on November 11 and 18 2015.



Publisher/Editor

Sworn to and subscribed before me this the 18th day of November, 2015.



NOTARY PUBLIC

My commission expires: June 20, 2020

**NOTICE OF PROPOSED  
TAX-EXEMPT LOAN TO  
VOLUNTEER FIRE  
DEPARTMENT**

TO ALL MEMBERS OF THE GENERAL PUBLIC WHO RESIDE WITHIN THE FIRE DISTRICT OF THE SALEM-BURG FIRE DEPARTMENT ("VFD"). A public hearing will be held on November 25, 2015 at 7 o'clock p.m. at Salemburg Fire Department, 804 N. Main St. Salemburg NC 28385 for the purpose of approving a proposed tax-exempt loan by First-Citizens Bank & Trust Company to the VFD. At this meeting, you may submit written comments or participate orally. All members of the public are invited to attend. In connection with this public meeting, please note the following:

1. PURPOSE OF LOAN  
The purchase of a fire truck or fire trucks.
2. AMOUNT OF LOAN: The maximum principal amount of the loan is \$270,000.00.

The VFD will own and operate the fire truck(s) to be financed at the VFD's address which is: 804 N. Main St. Salemburg, NC 28385

The Sampson Independent  
November 11 and November  
18, 2015.c.



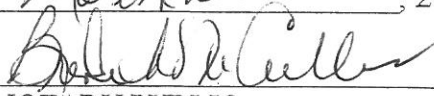
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**COUNTY OF SAMPSON**

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Publisher/Editor

Sworn to and subscribed before me this the 18th day of November, 2015.



NOTARY PUBLIC

My commission expires: June 20, 2020

LEGALS
<p style="text-align: center; margin: 0;"><b>NOTICE OF PROPOSED TAX-EXEMPT LOAN TO VOLUNTEER FIRE DEPARTMENT</b></p> <p>TO ALL MEMBERS OF THE GENERAL PUBLIC WHO RESIDE WITHIN THE FIRE DISTRICT OF THE SALEM-BURG FIRE DEPARTMENT ("VFD"). A public hearing will be held on November 25, 2015 at 7 o'clock p.m. at Fire Department, 804 N. Main St. Salemburg NC 28385 for the purpose of approving a proposed tax-exempt loan by First-Citizens Bank &amp; Trust Company to the VFD. At this meeting, you may submit written comments or participate orally. All members of the public are invited to attend. In connection with this public meeting, please note the following:</p> <p>1. PURPOSE OF LOAN            (a) ( ) For the Construction of a fire station for the VFD, including the purchase of land upon which the fire department will be built.            (b) (x) The purchase of a fire truck or fire trucks.</p> <p>2. AMOUNT OF LOAN: The maximum principal amount of the loan is \$270,000.00.</p> <p>The VFD will own and operate the station or fire truck(s) to be financed at the VFD's address which is:            804 N. Main St.            Salemburg, NC 28385</p> <p>The Sampson Independent            November 11 and 18.c.</p>

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.    3 (d)

Meeting Date:    December 7, 2015	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT:    Renewal of Scrap Tire Recycling Contract with Central Carolina Holdings

DEPARTMENT:                                    Administration/Health (Environmental Health) and Finance

PUBLIC HEARING:                                No

CONTACT PERSON:                              Juanita Brewington, Purchasing and Contracting Officer  
Susan J. Holder, Assistant County Manager

PURPOSE:                                         To approve scrap tire contract renewal

ATTACHMENTS:                                 Scrap Tire Contract; Purchasing and Contracting Officer Memo

BACKGROUND:                                    As explained in previous meetings, the County has contracted for a number of years with Central Carolina Holdings to collect and recycle the scrap tires generated in the County (they are not allowed in landfills). The contract is up for renewal. In September, Environmental Health staff contacted other scrap tire recycling vendors who serve North Carolina (as recommended by the state agency which oversees this program) and determined that the proposed contract rate (which has remained the same for a number of years) is the lowest available. Staff visited the Central Carolina tire recycling facility to review their processes for receipt and recycling of tires from the County, and the County Attorney has reviewed the proposed contract.

At the Board’s October meeting, staff were questioned if there were other vendors/companies who would collect, purchase and haul the County’s scrap tires. Purchasing and Contracting Officer Juanita Brewington has done additional research in response to the Board’s request and found no such interest. Ms. Brewington will review her findings.

Given the absence of a market for the sale of the scrap tires and the requirement that the County recycle them, staff recommends that the current contract for scrap tire recycling be renewed.

RECOMMENDED ACTION OR MOTION:    Approve renewal of the contract with Central Carolina Holdings for scrap tire recycling

# Memo

To: Susan Holder, Assistant County Manager  
David Clack, Finance Officer

From: Juanita Brewington, Purchasing & Contracting Officer

Date: November 10, 2015

Re: Scrap Tire Disposal

---

I contacted the NC Department of Environment and Natural Resources (NCDENR) in reference to selling the scrap tires the County collects for recycling, reuse or retreading. NCDENR informed me that there is nothing in the Statute that says the County cannot sell these tires for recycling, reuse or retreading and still receive the tax credit from the NC Department of Revenue. Currently there is no other County that is selling their scrap tires.

I have contacted three of the larger tire recycling companies in North Carolina to see if purchasing the tires for recycling, reuse or retread was of interest to them. There was no interest in purchasing the tires. All three of the companies noted that they were only interested in picking up scrap tires for disposal. Two of these companies do recycle scrap tires, but do not purchase scrap tires. Two of these companies do not cover this area for pickup.

I have spoken with Goodyear Tire & Rubber (formerly Kelly Springfield) to see if this was something they would possibly be interested in and they were not as well. They were not aware of any companies in close proximity to North Carolina that purchased scrap tires for recycling, reuse or retreading.

In closing, there are several registered scrap tire haulers in North Carolina that could possibly pick up the County's scrap tires. I understand that Administration and Environmental Health have contacted these and our current vendor offered the lowest rate. Currently, there is not a market for purchasing of scrap tires for recycling, reuse or retreading in North Carolina.

STATE OF NORTH CAROLINA  
**SAMPSON COUNTY**  
CENTRAL CAROLINA HOLDINGS LLC.

**SCRAP TIRE RECYCLING & DISPOSAL CONTRACT**

This Scrap Tire Recycling and Disposal Contract (“Contract”) made and entered on this 1<sup>st</sup> day of September, 2015 (Anniversary date), by and between Sampson County, a political subdivision of the State of North Carolina, hereafter referred to as “County” and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, 28326, hereinafter referred to as “Contractor”.

**WITNESETH**

**WHEREAS**, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

**WHEREAS**, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

**1) Scrap Tire Volume Generated**

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

**2) Recycling and Disposal Services**

**a) Contractor Responsibilities**

The contractor agrees to stage two (2) forty-five (45) foot trailers at the County Landfill and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental safety laws, regulations, permits, ordinances, and standards.

**b) County Responsibilities**

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

### **3) Term**

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 7 (b) with automatically extended renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

### **4) Time of Performance**

Contractor shall remove each loaded trailer and replace with empty trailer within forty-eight (48) hours notice by County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

### **5) Invoices**

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

### **6) Collection Disposal Fees**

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$ 87.22 per ton. The contract shall provide for annual adjustment for costs of business inflationary increase not to exceed 1.5% The Consumer Price Index for Southeastern United States will be used to determine the inflationary increase.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

### **7) Termination**

This contract may be terminated according to either of the following provisions:

- a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party

terminating this contract shall forthwith give the other party written notice of such termination.

- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

## **8) Force Majeure**

- a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.
- b) Definition: Force Majeure – For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.
- c) Notice : In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel, Contractor and County will negotiate satisfactory terms for both parties involved.
- d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

## **9) Representations**

**9.1** The Contractor represents, warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

- b) The execution, delivery, and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

**9.2** The County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

## **10) Insurance**

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

## **11) Hold Harmless**

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree

with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

## **12) Disputes**

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, Sampson County, N.C.

## **13) Miscellaneous**

**13.1** Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

**13.2** This Contract may be changed only by agreement in writing and signed by both parties hereto.

**13.3** This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.

**13.4** This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

**13.5** This Contract shall be governed by the laws of the State of North Carolina.

**13.6** The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part herein.

**13.7** In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

**13.8** All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

### **Contractor**

Central Carolina Holdings LLC.  
1616 McKoy Town Rd.  
Cameron, N.C. 28326

### **County**

Sampson County  
406 County Complex Road, Bldg C  
Clinton, N.C. 28328

**13.9** Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.



**13.10** This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

COUNTY OF SAMPSON

BY: \_\_\_\_\_  
Billy C. Lockamy

ATTEST

\_\_\_\_\_  
Susan J. Holder, Clerk to the Board

CENTRAL CAROLINA HOLDINGS LLC.

BY: \_\_\_\_\_

ATTEST

\_\_\_\_\_

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: December 7, 2015	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Scheduling of Work Session Regarding Water System Opportunities

DEPARTMENT: Administration/Public Works

PUBLIC HEARING: No

CONTACT PERSON: Edwin W. Causey, County Manager

PURPOSE: To schedule work session on water system opportunities

ATTACHMENTS: None

BACKGROUND: As we have pursued our well projects and the water system improvements at the I-40 interchange, we have noted that such projects may offer us future opportunities for enhancement of our water system and revenue generation. We would like to schedule a work session to discuss our opportunities and seek the Board's direction for their pursuit.

The suggested work session dates are either December 14 or December 15.

RECOMMENDED ACTION OR MOTION: Schedule work session for one of the recommended dates

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (f)

Meeting Date: December 7, 2015	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

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SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Parks and Recreation Advisory Board

The terms of Allen Cannon, Tara McPhail Williams, JD Suggs, Amanda Bradshaw, and Clark Honeycutt expired at the end of September. The Parks and Recreation Advisory Board has recommended the reappointment of Tara McPhail Williams, Allen Cannon, Amanda Bradshaw and Clark Honeycutt and the appointment of James Grimes to replace JD Suggs.

**Sampson County Parks & Recreation**

**405 County Complex Road Bldg B**

**Clinton, NC 28328**

To: Mr. Ed Causey

CC: Mrs. Susan Holder

*On November 18<sup>th</sup> 2015, the Sampson County Parks and Recreation Advisory Board voted (unanimously) to recommend to the Board of Commissioners the following appointment and reappointments:*

*Reappoint: Tara Mcphail Williams (Northern Dist.) for a second term to end on Sept 2018, Allen Cannon (Southern Dist.) for a second term to end on Sept. 2018, Amanda Bradshaw (Eastern Dist.) for a second term to end Sept. 2018, Clark Honeycutt (Western Dist.) for a second term to end Sept 2018 .*

*Appoint James Grimes (Eastern Dist.) for a first term to replace JD Suggs. Term to expire Sept 2018.*

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 4

Meeting Date: December 7, 2015	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ ATTACHMENTS:

- a. Approve the minutes of the September 28, 2015; and November 2, 2015 meetings
- b. Adopt a resolution supporting the Sampson County Sexual Assault Response Team (SCSART) efforts to eliminate the rate of sexual assault in Sampson County
- c. Approve the Department of Aging's submission of an application for United Way funding for construction of wheelchair ramps
- d. Adopt a resolution authorizing the lease of agricultural tracts adjacent to the Detention Center for the period January 1, 2016 - December 31, 2016 to Kenneth Mac Sutton for farming purposes
- e. Approve Health Department fee revisions as requested by the Sampson County Board of Health
- f. Award bid for replacement of copiers (as current leases expire) to Office Value for a period of five (5) years with approximate annual cost of \$53,500
- g. Approve the contract between Sampson County Social Services and The Magnolia Adult Care Home for Medicaid transportation services for their residents
- h. Approve revised Registration and Lending Policy; Fines, Fees, and Replacement Policy; and Inter-Library Loan Policy for the Sampson-Clinton Public Library system
- i. Certify receipt of Clinton City School's 2015-16 DPI Facility Needs Survey based upon projected enrollments through the 2020-21 school year
- j. Approve tax refunds as submitted
- k. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION: Motion to approve Consent Agenda as presented

### **Hospital Budget Presentation**

The Sampson County Board of Commissioners reconvened at 6:00 p.m. on Monday, September 28, 2015, in the Third Floor Classroom at Sampson Regional Medical Center for a joint meeting with the Sampson Regional Medical Center Board of Trustees. Members present: Chairman Billy Lockamy, Vice Chairperson Sue Lee, and Commissioners Albert D. Kirby, Jr., Harry Parker and Clark Wooten.

The Chairman called the Board of Commissioners to order and thanked the hospital trustees for their hospitality. Following a budget presentation by CFO Jerry Heinsman, the Board voted unanimously to approve the budget as presented.

### **Adjourn**

Upon a motion made and duly seconded, the Board voted unanimously to adjourn.

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Billy C. Lockamy, Chairman

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Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular scheduled meeting at 7:00 p.m. on Monday, November 2, 2015 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, and Commissioners Albert D. Kirby Jr., and Harry Parker and Clark Wooten.

Chairman Lockamy convened the meeting and called upon Vice Chairperson Lee for the invocation. Commissioner Parker then led the Pledge Allegiance.

Chairman Lockamy recognized Cooperative Extension Director Eileen Coite who introduced her department's new 4-H Program Assistant Elizabeth Roe. The Chairman then recognized Peyton Johnson, a Star Scout with Boy Scout Troop 27, attending in pursuit of his communications badge.

### **Approval of Agenda**

Upon a motion made by Chairman Lockamy and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the agenda as presented.

### **Roads**

NC DOT Assistant District Engineer Keith Eason reported on the success of the recent Litter Sweep campaign. He also reported on the completion of the repaving of Old Raleigh Road to H. B. Lewis Road. Commissioner Parker asked Mr. Eason to look into piping off Hairr Lane, west of Salemburg. Ms. Ann Knowles thanked the Department for the resurfacing of Highway 701 and expressed concerns about the visibility of the lines. Mr. Eason noted that they would be painted and reflective as the project was completed. Mr. Ray Jordan asked if Reedsford Road were scheduled be repaved, and Mr. Eason stated that it was not currently scheduled.

### **Item 1: Planning and Zoning Items**

RZ-10-15-1 Chairman Lockamy called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 1 acre located at 451 Brewington Road from RA-Residential Agriculture to C-Commercial. Ms. Rose reviewed the findings of fact. There were no comments presented from the floor, so the hearing was closed. Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to approve rezoning request RZ-10-15-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the*

*recommendation of the ordinance amendment RZ-10-15-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing commercial development.*

RZ-10-15-2 Chairman Lockamy called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 31.62 acres off Clive Jacobs Road from RA-Residential Agriculture to I-Industrial. Ms. Rose reviewed the findings of fact. She provided a memorandum from Economic Developer John Swope discussing the request and the need for industrially zoned properties for economic development purposes, particularly in the Highway 24 corridor. Commissioner Parker asked if there was a future intent to place industry on the property to be rezoned or any specific industry on the property, and Ms. Rose stated that to her knowledge at this time there was no identified prospect for the site. She noted that the property owner, Sherwood Fryar, also owned the adjacent property to the north that was the future Chemtex site. Commissioner Kirby asked staff if this were the site where the anaerobic digester company from Michigan would come, and County Manager Causey stated that the company had looked at a number of rural sites since they could not locate in the industrial park. Commissioner Kirby stated that it would be hard for him to vote for the rezoning until he knew if there was a plan to put the digester on the site, as his constituents had raised concerns. He noted that the City had vociferously opposed the siting of the plant in the industrial park, where most of the inhabitants were white. He stated that the thinking of a lot of people in his district was that they would wait about a year and find a black area to put it in. He stated that while he was sure that neither Mr. Swope nor Mr. Causey would do that, the appearance was there for some. He noted that he had visited Michigan and saw the plants and had felt good about them, but some considered this as environmental racism. Chairman Lockamy asked if all the adjoining property owners had been notified, and Ms. Rose stated that they had. She stated that a Joanne Mitchell had contacted her, more hopeful that her property might also be sought out also for industrial development. She stated that she had received no other calls, and no one had showed up at the Planning Board meeting regarding this request. There were no other comments, and the hearing was closed. Upon a motion made by Chairman Lockamy and seconded by Vice Chairperson Lee, the Board voted 3-2 (with Commissioners Parker and Kirby voting nay) to approve rezoning request RZ-10-15-2, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-10-15-2 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing industrial zoning.*

RZ-10-15-3 Chairman Lockamy called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 20.09 acres along Clive Jacobs Road from RA-Residential Agriculture to I-Industrial. Ms. Rose reviewed the findings of fact. She reported that that a family member of an adjacent property owner, Irene Pitts, had come to the Planning office and reviewed the map and



rezoning request, but did not state any opposition and did not attend the Planning Board hearing. Commissioner Parker clarified that this property was adjacent to the previously discussed property. There were no other comments presented from the floor, so the hearing was closed. Upon a motion made by Vice Chairperson Lee and seconded by Chairman Lockamy, the Board voted 3-2 (with Commissioners Parker and Kirby voting nay) to approve rezoning request RZ-10-15-3, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-10-15-3 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing industrial zoning.*

Adoption of Comprehensive Transportation Plan Chairman Lockamy recognized Ms. Mary Rose, who introduced NCDOT staff Suzette Morales and Scott Ralston. Ms. Morales reviewed the maps developed as the County's Comprehensive Transportation Plan. Upon a motion made by Commissioner Parker and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt a resolution evidencing their adoption of the portion of the Sampson County Comprehensive Transportation Plan dated August 27, 2015 that falls within their planning jurisdiction and their endorsement of the remainder of the plan. (Copy of resolution filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

## **Item 2: Action Items**

Acceptance of Offer to Purchase Parcel of Land (Parcel No. 18098508001, Earnest Tann Lane, Turkey) Finance Officer David Clack reported that his office had received one qualifying bid of \$4,700 for the parcel of land surplus by the Board at their previous meeting. He stated that the bid had been duly advertised pursuant to the upset bid process, and no other bids were received. Upon a motion made by Commissioner Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt a resolution accepting the offer by Tonia Faison to purchase the parcel for the amount of \$4,700. (Copy of resolution filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Presentation of Budget Reduction Proposals County Manager Ed Causey noted that he had invited and encouraged all department heads to attend the meeting so that they would be familiar with the process. He reminded the Board that as a part of the approval of the pay study, staff had pledged to find approximately \$1.1 million in budget reductions over a period of three years, beginning with the reduction of \$345,000 for the upcoming FY 2016-2017 budget. He stated that budget reduction proposals totaling \$247,219.42 were offered for consideration at this meeting, with the remainder to be presented at subsequent meetings before January. He noted that it was not the intention to have proposals from every department at this point (some smaller departments may not ever be able to offer a proposal), but those offered represented cost-cuts more readily identified and executed. He explained that future proposals may

require some time to develop and some that would be more difficult to implement. Board members expressed their appreciation for the work of staff and department heads to develop the proposals. Upon a motion made by Commissioner Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the following cost reduction proposals as presented, totaling \$247,219.42 for FY 2016-17; \$47,934.84 for FY 2017-18; \$15,392.29 for FY 2018-19; and \$6,069.91 for FY 2019-20:

ADM 001	Eliminate Dues; Special Com. Funding
AGE/REC 001	Shared Receptionist
ELC 001	Utilization of Co. EE as Election Clerks
EMS 001	Building Cleaning
EMS 002	Eliminate SFD Aerial Plat. Supplement
EMS 003	Office Efficiencies
EMS 004	Discontinue TFD Fire Medic
EMS 005	Cease PV EMS/Lease Space from PFD
EMS 006	Eliminate Fax Maint. Contracts
EMS 007	Eliminate Hepatitis B shot
FIN 001	Workers Compensation Premiums
FIN 002	Copier Lease/Cost Per Copy
LIB 001	Staff Reorganizations/Prog Adjustmts

Appointments - Local Emergency Planning Committee Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kirby, the Board voted unanimously to appoint Scott Phillips to replace Adon Snyder; Eileen Coite to replace Lynn Stillwell; and Gary Milewski to replace Richard Munson on the LEPC.

Appointments - Transportation Advisory Board Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to appoint Raquel Rosario to replace Youlanda Hoxie and Steve Maynor to replace Greg Jacobs on the Transportation Advisory Board.

**Item 3: Consent Agenda**

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the Consent Agenda items as follows:

- a. Approved the minutes of the October 5, 2015 meeting
- b. Adopted the banking resolution necessary for County issuance of credit cards to department heads (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

- c. Approved a request from the Sampson County Exposition Center to dispose of certain records pursuant to Records Retention and Disposition Schedule (Copy of request filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- d. Approved the contracts for School Nursing Services between the Sampson County Health Department and Clinton City Schools and Sampson County Schools (Copies filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- e. Approved the 2016 Holiday Schedule for Sampson County Local Government as follows:

New Year's Day	Friday, January 1, 2016
Martin Luther King Birthday	Monday, January 18, 2016
Good Friday	Friday, March 25, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Veterans Day	Friday, November 11, 2016
Thanksgiving	Thursday & Friday, November 24-25, 2016
Christmas	Friday, Monday and Tuesday, December 23, 26, and 27, 2016

- f. Approved the 2016 Sampson County Board of Commissioners Regular Meeting Schedule as follows:

Monday, January 4, 2016	Monday, July 11, 2016
Monday, February 1, 2016	Monday, August 1, 2016
Monday, March 7, 2016	Monday, September 12, 2016
Monday, April 4, 2016	Monday, October 3, 2016
Monday May 2, 2016	Monday, November 7, 2016
Monday, June 6, 2016	Monday December 5, 2016

- g. Approved the following tax refunds:

#7096	Boone, William Carl	\$ 277.51
#7117	Lucas, Jerry W.	\$ 378.10
#7160	Thompson, James Ervin and Lipscomb, Peggy	\$ 112.04
#7168	Shipp, Robert Keith	\$ 101.02

h. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Economic Development Commission</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase    Decrease</u>
11449200	519100	Professional Services	25,000.

<u>REVENUE</u>			<u>Increase    Decrease</u>
<u>Code Number</u>		<u>Source of Revenue</u>	
11034920	408402	Industry Recruitment	25,000.

<u>EXPENDITURE</u>		<u>County Schools Capital Outlay</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase    Decrease</u>
11659140	555030	Category 1 Capital Outlay	617,000.
11659140	555031	Category 2 Capital Outlay	70,000.
11659140	550000	Unallocated Capital Outlay	687,000.

- Approved Sampson County Board of Education budget amendment No. 1 (Capital Outlay, Special Projects) as submitted.

### County Manager Reports

County Manager Ed Causey reported that the Tax Office had completed the discovery portion of a number of the business personal property listing audits and were in the process of sending out the tax bills which would include penalties and interest. He noted that this process included the right of the taxpayer to appeal and asked the Board to consider recessing to reconvene for a work session to discuss with the County Attorney and Tax Administrator how appeals would be considered pursuant to the Machinery Act. He suggested Monday, November 23, 2015 at 5 p.m.

### Public Comments

The floor was opened for comments, and none were received.

### Recess to Reconvene

Upon a motion made by Chairman Lockamy and seconded by Vice Chairperson Lee, the Board voted unanimously to recess to reconvene on Monday, November 23 2015 at 5:00 p.m. in the County Administration Building.

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Billy C. Lockamy, Chairman

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Susan J. Holder, Clerk to the Board

**RESOLUTION SUPPORTING THE SAMPSON COUNTY SEXUAL ASSAULT RESPONSE TEAM (SCSART) IN ITS EFFORTS TO ELIMINATE THE RATE OF SEXUAL ASSAULT IN SAMPSON COUNTY**

**WHEREAS,** the Sampson County Sexual Assault Response Team, better known as, "SCSART," is a newly-organized group established on May 14, 2012; and

**WHEREAS,** SCSART is a multidisciplinary team of individuals from many different agencies and the community, working collaboratively to provide services for the community by offering specialized and coordinated sexual assault intervention services; and

**WHEREAS,** SCSART strives to increase community understanding and awareness of sexual violence; and

**WHEREAS,** communication with community stakeholders to include the County of Sampson to be more engaged in anti-sexual violence work is encouraged; and

**WHEREAS,** the County of Sampson and a legion of supporters have dedicated countless hours to improve the quality of life and make Sampson County a better and safer place to live.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of the County of Sampson commends the Sampson County Sexual Assault Response Team, better known as "SCSART," for its efforts to eliminate sexual assault in Sampson County by creating partnerships among agencies, community awareness, support for victim and their families, and aggressive prosecution of all violators. We applaud your civic pride and community collaboration and offer our support to your cause.

**APPROVED THIS 7<sup>th</sup> DAY OF DECEMBER, 2015.**

**ATTEST:**

\_\_\_\_\_  
Susan J. Holder, Clerk to the Board

\_\_\_\_\_  
Billy C. Lockamy, Chairman

# Sampson County Department of Aging

Lorie Sutton  
Director



## Services

CAP/DA Program

Family Caregiver

Nutrition Program

In-Home Aide Services

Information & Referral

Adult Day Health Care

Transportation

Home Repairs

Garland Senior Center

Butler Court Senior Center

405 County Complex Rd.  
Suite 140  
Clinton, NC 28328  
910-592-4653  
Fax 910-590-2142

lbsutton@sampsonnc.com  
www.sampsonnc.com

## Memorandum:

TO: Susan Holder, Assistant County Manager  
FROM: <sup>19</sup>Lorie Sutton, Aging/Transportation Director  
DATE: November 20, 2015  
RE: United Way Funding Application for 2016

Attached is the United Way Application for funding for 2016 and supporting documents. We request permission to submit the attached application for funds to build wheelchair ramps for disabled people under the age of 60 years of age.

I have tagged all the places that require signatures.

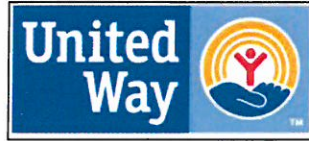
Thank you.

/ls

Attachments: Application  
Agreement of Affiliation  
Audit Policy  
Policy on Supplemental Fund Raising

**Program Funding**

**Request Application**



**United Way of Sampson County**

**Sponsoring Agency:** Sampson County - Department of Aging  
**Program Name:** Wheelchair Ramp Program  
**Mailing Address:** 405 County County Complex Road; Suite 140, Clinton, NC 28328  
**Phone/email:** 910-592-4653 / lbsutton@sampsonnc.com

**Funding Request for 2016 Program Funding** \$ 10,000.00

**CERTIFICATION**

The requested amount herein was considered and approved for submission by the

Sampson County Department of Aging Board of Directors at a meeting on December 7, 2015  
(Sponsoring Agency) (date)  
Our fiscal year is July 1 to June 30  
(date) (date)

Management and the Board of Directors have read and are prepared to discuss this Funding Request.

We acknowledge that funds allocated by United Way are contributed dollars and that fair and full disclosure is required in the completion of this Funding Request Application and all other requested information.

Executive Director ~ Name

Board President or Authorized person Name

Chairman, Sampson County Board of Commissioners

Volunteer Title

Signature - Executive Director

Signature ~ Board President or Authorized Person

Date

Date

REQUIRED: Specific use of UWSC funding. (Use only space provided)

The requested funding will be used to purchase materials and pay for contracted labor to build wheelchair ramps and perform minor home repairs for disabled people under the age of 60.



## Organization's Governance & Oversight

Organizations *not currently* receiving UWSC funding *must* complete the following.

### Board Meetings

1. How many meetings were scheduled during the last fiscal year? <sup>12</sup>
2. How many times did the Board meet during the last fiscal year? <sup>12</sup>
3. At how many of the Board meetings did you have a quorum during the last fiscal year? <sup>12</sup>
4. Are detailed reports of agency activities provided to the board on a regular basis? Yes  
No

### Current Demographics of Board of Directors

Male	4	Black	2	
Female	1	White	3	
Hispanic		Other		

### Fiscal Oversight

1. Briefly describe the system used for safeguarding against unauthorized or improper disbursement of funds, (i.e. two signatures required on checks).

The North Carolina Fiscal Budget and Fiscal Control Act sets forth the fiscal controls which determine the budgetary and financial operations of the local government and its departments. Included in such controls are a pre-auditing obligation to ensure that revenues have been budgeted prior to any expenditure and an annual comprehensive audit by an independent auditor. With regard to the process of disbursement of funds for the Department of Aging, the County finance Officer is responsible for disbursement of funds. The Finance Technician at the Department of Aging makes a request with Aging Director's approval. The request is sent to a Finance Technician at the Finance Office who reviews and approves for check to be issued. The Finance Officer and County Manager's signature are both on the check.

### National/State Affiliations

1. Are you nationally and/or state affiliated? (Y / N)?
2. Does the organization adhere to national standards?

<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO

Please briefly describe those national standards.

## ORGANIZATION OVERVIEW

Organizations *not currently* receiving UWSC funding *must* complete the following.

1. Describe the organization's mission.

Sampson County Department of Aging is an arm of County Government. The main purpose of this department is to research, evaluate, implement, and administer a coordinated system of services for older and disabled adults in Sampson County in the most cost effective manner.

The coordinated system will allow this department to provide a greater range of services to a larger number of Sampson County citizens.

It is the intent of Sampson County Department of Aging to enhance the quality of life to the older and disabled adults of Sampson County.

2. List any organizations or programs with whom your organization has collaborated to provide joint programming, and briefly describe the type(s) of collaboration ( co-sponsorship of events, seminars, community issues, etc.) and the results of those collaborations.

We often collaborate with other Home Health Agencies to provide educational seminars. We work with church groups and civic groups to build wheelchair ramps. In the past few years volunteers from a church-wide event called Illuminate have built several ramps for us. When we partner to build ramps, it allows the funding to go much further and we are able to help more people in need.

5. Does the organization employ paid staff?

<input checked="" type="checkbox"/>
-------------------------------------

YES

<input type="checkbox"/>
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NO

6. Does the organization have job descriptions for all staff?

<input checked="" type="checkbox"/>
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YES

<input type="checkbox"/>
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NO

## PROGRAM OVERVIEW

**Program Name:** Wheelchair Ramp Program

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**Program Director's name:** Lorie Sutton

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1. Provide a *brief* program description and goals.

The Sampson County Department of Aging Home Improvement program's main objective is to help disabled adults remain in their home by providing assistance in maintaining their home to ensure their safety and well-being. United Way funding specifically allows people under the age of 60 who are disabled and have no other means of help to receive assistance with home improvements; such as wheelchair ramps, handrails, and minor home repairs. 100% of the funding pays for materials and contracted labor. Our goal is to help 10 to 13 people this year.

2. What social/human welfare issue(s) does this program address?

People under the age of 60 who are stricken with an illness/disease or have had a severe injury that has left them unable to work need help to remain safely in their home. Sampson County Department of Aging Home Improvement program provides assistance through United Way Funding to build wheelchair ramps, install handrails and/or grab bars.

3. What is the program's targeted population, capacity, and number of people to be served? Is it at capacity?

Our target population is people under the age of 60 who are disabled and who cannot afford to pay for service. We typically have more people on our waiting list than we can serve. It varies from year to year. Some years we could service as many as 24 clients per year; but funding usually doesn't allow.

4. Do you have a waiting list for this program? If so, how many are on the waiting list, and what is the expected waiting time before your program will be able to provide services to them?

We currently have 10 people on the waiting list. When funding is available, we will be able to begin building wheelchair ramps immediately.

5. What are the eligibility requirements for participating in this program?

They must be under 60 years of age and show proof of disability. The Information and Referral Specialist takes application to determine initial eligibility and then Program Coordinator will go to the home to perform an in-home assessment to determine if need is relevant.

6. What fees are charged for services, and what percent of participants pay fees?

The Program Coordinator determines the estimated cost of the service and based on their income we suggest a cost sharing amount to be paid toward the cost of the work. We follow the Health and Human Services Poverty guideline to determine if they should contribute to the cost.

7. What is the long range plan for insuring financial stability for the program?

This program relies solely on donations and grants to continue. There are no funding opportunities available through our other funding to help people under the age of 60. There is a program in Cumberland County (Independent Living) that will build wheelchair ramps for people under 60; however, their waiting list is extremely long.

8. What impact would UWSC funding have on this program's outcomes?

Currently UWSC funding is all we have for this program. Without the help of UWSC; we would not be able to help these people.

9. To what extent are volunteers utilized in this program?

A couple of times a year area churches will build wheelchair ramps for our home improvement program. This saves contracted labor costs and allows us to provide service to additional homes.

10. Are reference/background checks complete on all volunteers?  YES  NO

11. What type of training do volunteers receive? Are they evaluated on a regular basis?

The churches that we partner with have been doing this for many years and are aware of the specifications for building the ramps. The program coordinator inspects all work when finished and before signing off on the job.

**MEASURING PROGRAM EFFECTIVENESS  
OUTCOMES LOGIC MODEL**

**PROGRAM  
NAME**

Wheelchair Ramp Program

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Please submit a logic model for the program for which UWSC funding is being requested. **Do Not** report on program outcomes in this model. Present in narrative format.

INPUTS	ACTIVITIES	OUTPUTS
<p>Staff: The Home Repairs program staffs a full-time coordinator who assesses and performs all the home repair/modification work that is performed. The program also has administrative staff to perform the clerical duties attached to this work which is paid for by County Funding.</p> <p>Contracted Labor: Paid for by United Way Funding</p> <p>Volunteers: Churches, Civic groups</p> <p>Donations: (Materials/Monetary) Churches, Civic groups, private individuals, family members.</p> <p>Tools/Equipment</p> <p>Materials: Paid for by United Way Funding</p>	<p>Complete application and other paperwork.</p> <p>Assess the needs of individuals under the age of 60 who are disabled.</p> <p>Provide Direct Services: i.e., building wheelchair ramps, installing grab bars or hand rails, or minor home repairs.</p>	<p>Build wheelchair ramps, install grab bars or hand rails, or minor home repairs for 10 to 13 individuals.</p>

## MEASURING PROGRAM EFFECTIVENESS OUTCOMES FRAMEWORK

**PROGRAM**

**NAME:**

Wheelchair Ramp Program

Complete an outcome measurement framework for the program for which UWSC funding is being requested.

OUTCOMES	INDICATORS	DATA SOURCE	DATA COLLECTION METHOD
<p>Physical well being of client.</p> <p>Client feeling more independent and keeping Sampson County residents safely in their homes verses going to Nursing Facilities.</p> <p>Assistance for family members to safely maneuver loved ones in and out of their homes.</p>	<p>Home Repairs/modifications made to 10-13 homes to ensure safety.</p> <p>Wheelchair ramps built provide feeling of independence for disabled clients.</p> <p>Home Repairs/modifications made to 10-13 homes to ensure safety.</p>	<p>Agency records: Final assessment and client interviews. Client files.</p> <p>Agency Records: Final assessment and client interviews. Client Files.</p> <p>Agency Records: Final assessment and client interviews. Client Files.</p>	<p>Data collected by staff.</p> <p>Data collected by staff.</p> <p>Data collected by staff.</p>

## OUTCOMES MEASUREMENT RESULTS

**Program Name:** Wheelchair Ramp Program

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1. Viewing your outcomes as your program's goals, how many participants do you estimate will achieve the outcome results that you have targeted for the funding cycle requested?

10-13 participants

2. How often do you measure this program's outcome results? (Daily, Monthly, Quarterly, Semi-Annually, etc)

Monthly

3. Who is responsible for implementing, collecting, and reviewing the outcomes/program effectiveness information for this program? (i.e. Committee, individuals with specific responsibilities, etc.)

Program Coordinator gathers client information. Administrative staff completes client folder and gathers statistical information for monthly review.

4. What level of involvement does the Board of Directors have in the process of program outcome measurements and implementation?

The Board of Commissioner's approve the service being performed, approve the budget and provide input at yearly review.

5. What changes have been planned or made to the program as a result of the outcome measurements?

No changes at this time.





Program Name:

	Actual 2015	Projected 2016	Program Variance	Comments
	Program Budget	Program Budget		
<b>DIRECT EXPENSES</b>				
1 Salaries ( list positions on attached sheet)			\$0	
2 Employee Benefits			\$0	
3 Payroll Taxes			\$0	
4 Property and other Taxes			\$0	
5 Advertising			\$0	
6 Professional Fees & Contracts			\$0	
7 Investment Expenses: (Bank charges, broker fees, etc.)			\$0	
8 Supplies			\$0	
9 Telephone			\$0	
10 Postage & Shipping			\$0	
11 Occupancy (Building and Grounds)			\$0	
12 Utilities (power, water, etc)			\$0	
13 Insurance			\$0	
14 Property & Equipment			\$0	
15 Depreciation			\$0	
16 Rental & Maintenance of Equipment			\$0	
17 Outside Printing			\$0	
18 Public/Private Transportation Fees			\$0	
19 Other Transportation			\$0	
20 Conference and Conventions			\$0	
21 Training			\$0	
22 Specific Assistance to Individuals	\$10,000	\$10,000	\$0	
23 Organization Dues			\$0	
24 Thrift store operating expenses			\$0	
25 Special Events/Fundraiser/Sales to Public (Cookies, etc)			\$0	
26 Miscellaneous 1: (explain)			\$0	
27 Miscellaneous 2: (explain)			\$0	
28 Miscellaneous 3: (explain)			\$0	
29 Miscellaneous 4: (explain)			\$0	
30 Miscellaneous 5: (explain)			\$0	
31 <b>TOTAL EXPENSES</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$0</b>	
<b>REVENUE</b>				
32 UW Sampson County (Include request for projected year)	\$10,000	\$10,000	\$0	
33 Other United Ways			\$0	
34 Other Foundation Grant 1 (explain)			\$0	
35 Other Foundation Grant 2 (explain)			\$0	
36 Other Foundation Grant 3 (explain)			\$0	
37 Other Foundation Grant 4 (explain)			\$0	
38 State Revenue/grants-1			\$0	
39 State Revenue/grants-2			\$0	
40 Federal Revenue/grants			\$0	
41 County Revenue/grants			\$0	
42 City Revenue/grants			\$0	
43 Thrift Store, retail sales			\$0	
44 Special Events/Fundraiser/Sales to Public (Cookies, etc)			\$0	
45 Membership Dues, parent fees etc			\$0	
46 Program Income: client fees, participant fees etc.			\$0	
47 Investment Income (interest, dividends, gain on sale of assets)			\$0	
48 Endowment Contribution			\$0	
49 Contributions (Restricted & Unrestricted)			\$0	
50 Refunds			\$0	
51 Match Requirements			\$0	
52 Miscellaneous 1: (explain)			\$0	
53 Miscellaneous 2: (explain)			\$0	
54 Miscellaneous 3: (explain)			\$0	
55 Miscellaneous 4: (explain)			\$0	
56 <b>TOTAL REVENUE</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$0</b>	
57 <b>SURPLUS/(DEFICIT)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	





**Program Name:** Wheelchair Ramp Program

UNDUPLICATED PEOPLE SERVED TOTAL	Actual 2015				Projected 2016			
	Male	Female	Unknown	Total	Male	Female	Unknown	Total
<b>AGE</b>								
0-12				0				0
13-18				0				0
19-45	1	2		3				0
46-64	1	3		4				0
65 +		1		1				0
Unknown				0			13	13
<b>TOTAL</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>13</b>
<b>RACE/ETHNICITY</b>								
Caucasian	1	3		4				0
Asian				0				0
African American	1	3		4				0
Hispanic				0				0
Native American				0				0
Other				0				0
Unknown				0			13	13
<b>TOTAL</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>13</b>
<b>INCOME</b>								
\$7,500 or less		2		2				0
\$7,501 - \$15,000	2	4		6			6	6
\$15,001 - \$30,000				0			7	7
\$30,001 - \$50,000				0				0
\$50,000 +				0				0
<b>TOTAL</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>13</b>



Program Name: Wheelchair Ramp Program

	Staff Position	Salary	Number of Hours Worked/Week
1	Steven Wilson	\$32,316.00	40
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
<b>TOTAL</b>	1	\$32,316.00	40
	<b>Average</b>	\$32,316.00	40

**AGREEMENT OF AFFILIATION**

**BETWEEN**

Sampson County Department of Aging

with its office located

405 County Complex Rd; Suite 140 Clinton NC 28328

(Hereinafter referred to as the Agency)

And

**UNITED WAY OF SAMPSON COUNTY, INC.**

(Hereinafter referred to as United Way)

This agreement is entered into in the mutual beliefs of the above named parties that: (a) the county of Sampson, North Carolina forms the basis for our community--wide efforts and that participation from all areas of our community is essential; (b) a effective way of providing maximum resources for health and human care services: and (c) it is the consideration of the total health and human care needs of our community, development of volunteers and our commitment to bring about a delivery system according to open, rational and non-discriminatory procedures which form the basis for this working relationship.

Both United Way and the Agency Agree, That Each

1. Has an active, responsible, and voluntary governing body, with representation from diverse elements in the community, which exercises effective control over the operations of the organization;
2. Faithfully adheres to a policy of nondiscrimination with respect to age, sex, race, religion, and national origin in connection with the makeup of its governing body, committees, and staff and the persons whom it directly and indirectly serves;
3. Has been ruled exempt from taxation under Section 501(c) (3) of the Internal Revenue code as well as corresponding provisions of other applicable state, local, or foreign laws or regulations;
4. Uses ethical methods of publicity and promotion as established by national professional public relations associations. (For example, see attached "Code of Professional Standards" adopted by the Public Relations Society of America.);

5. Issues an annual report to the public, including a financial report that complies with the "Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations" or similar standards that are recognized and approved by United Way of America's Board of Governors.

B The Agency Agrees

1. To provide a needed, non-duplicated service of education, prevention, remediation and/or contribution in the field of health, welfare or recreation within our community/county;
2. To support and assist the United Way in the annual fund raising campaign;
3. To engage in an effective public relations program in which the objectives, services and accomplishments of the Agency and the United Way support of such services are adequately publicized; to cooperate with and assist the United Way in its public information programs; and to make use of the United Way logo on letterheads and at all of its public functions;
4. To submit its proposed annual budget and budget request approved in advance by its governing board and in the format prescribed by United Way to the United Way within the agreed upon time schedule and to cooperate with the Allocations Committee in accordance with its review procedures;
5. To cooperate with the United Way planning committee in its efforts to coordinate human care services in the community and cooperate in the conduct of such studies as may be needed in support or planning, Allocations, Communications and/ or Fund Raising;
6. To conform with the united Way audit policy as approved by the Board of Directors on 10/30/91 as revised 2/23/94. A copy of the audit, financial statement, or IRS form 990 should b submitted of the United Way within four months after the Agency's fiscal year;
7. To submit quarterly financial reports to the United Way on the forms provided for that purpose that accurately reflect the Agency's current financial status;
8. To submit for prior approval and discussion by the United Way, all proposals for supplementary fundraising efforts as outlined in the United Way Policy On

Supplementary Fund Raising;

9. To submit for prior approval and discussion by United Way all proposals for new programs and/or expansion of a programs that may require United Way financial support now or in the future; and

10. To realize and utilize all possible operating income that might be secured through the Agency's normal activities, e. g. , fees for service, interest, non-designated contributions and membership fees, while at no time paying a commission in connection with fund raising.

C. The United Way Agrees

1. To respect the essential autonomy of the individual Agency and the authority of its Board of Directors to determine its own policies and to manage its own service;
2. To develop its objectives for the annual fund raising campaign with due regard for the requirements of all anticipating agencies, fund raising realities and other pertinent considerations to raise the maximum funds. To use its best efforts to achieve the campaign objectives and to exceed those objectives whenever possible;
3. To provide a reasonable, comprehensive and courteous review of each Agency;
4. To allocate contributed funds in a manner which recognizes the relative need among services provided by the Agencies;
5. To pay the Agency on the basis of the annual approved allocation and campaign collections;
6. To act as a steward of contributed funds by informing the public of the allocations; and
7. To submit its annual financial records to an audit by a Certified Public Accountant, a copy of which shall be made available for inspection by the Agency upon request.

D. Enforcement and Termination

1. This agreement may be revoked by either party by such party giving written notice to the other party at least ninety (90) days prior to the United Way annual fund raising drive. The party to whom notice of termination

raising drive. The party to whom notice of termination is given shall have the right to a hearing before the governing board of the other party; and

2. The United Way reserves the right to issue a "Notice of Exception" to an agency exhibiting substantial problems or deficiencies as identified by the United Way in any area of operation. Said Notice, signed by the originating allocations review committee, shall describe such problem or deficiency and explain the nature of contraction to United Way policy or understanding. The Agency shall be given one (1) year to show substantial progress in eliminating the problem or deficiency.

If substantial progress has not been made during the year, a "Notice of Probation" will be issued. All officers and executives of the Agency, as well as, any state or national office to which the Agency is affiliated shall receive a copy of the "Notice of Probation". If the problem or deficiency noted has not been resolved to the satisfaction of United Way by the end of the second year, the Agency's affiliation with the United Way will be terminated. If the Agency requests a meeting, the United Way will arrange for a panel of representative board members and will insure the members of the originating allocations committee group attend the meeting.

In witness of approval of this Agreement of Affiliation, the undersigned have affixed their signatures:

BY: \_\_\_\_\_  
**AGENCY**  
\_\_\_\_\_  
CHAIRMAN / PRESIDENT OF BOARD OF DIRECTORS

BY: \_\_\_\_\_  
CHIEF EXECUTIVE OFFICER OR SECRETARY

\_\_\_\_\_  
DATE

**UNITED WAY OF SAMPSON COUNTY, INC.**

BY: \_\_\_\_\_  
PRESIDENT OF BOARD OF DIRECTORS

BY: \_\_\_\_\_  
VICE PRESIDENT / SECRETARY / TREASURER

\_\_\_\_\_  
DATE



## United Way of Sampson County Audit Policy

The following Audit Policy was adopted by the United Way Board of Directors at a meeting held on October 30, 1991, and was revised on February 23, 1994, October 27, 1000, and February 7, 2005.

The financial records of the affiliated agencies shall be submitted and examined by the United Way of Sampson County, Inc. (UWSC) at least annually. Each agency should comply with the following set of rules when submitting financial reports to United Way, however, in no case should the reports be in any less detail than that which is required by each agency's governing board.

**Failure to adhere to United Way of Sampson County's financial standing guidelines may restrict or prohibit funding of an agency and/or program.**

- (A) If the total support and revenue to the agency from UWSC exceeds \$35,000 for the fiscal year, the agency shall submit a copy of their financial statement including both a balance sheet and income/expense statement in nothing less than an audit format and performed by a certified public accountant (CPA). Information as to the total support and revenue and all of the fundraising activities including the kind and amounts of all funds raised, costs and expenses incidental thereto, allocation and disbursement of funds raised, changes in fund balances, notes to the audit and opinion as to the fairness of the presentation by the accountant shall be included.
  
- (B) If the total support and revenue to the agency from UWSC exceeds \$10,000, but is less than or equal to \$35,000 for the fiscal year, the agency may select one of these options:
  - (1) A copy of their financial statement, audited by a certified public accountant as defined in (A) above, or
  - (2) A copy of their financial position (balance sheet and income statement) presented in a review format by a CPA.
  
- (C) If the total support and revenue to the agency from UWSC is less than or equal to \$10,000 for the fiscal year, the agency may select one of these options:
  - (1) A copy of the financial statements audited by a certified public accountant as defined in (A) above; OR
  - (2) A copy of a review performed by a certified public accountant as defined in (B) above; OR
  - (3) A copy of a compilation performed by an independent public accountant accompanied by a statement signed by three members of the organization's governing board that to the best of their knowledge and belief the financial reports are true and correct, OR
  - (4) A copy of your completed current year IRS Form 990 accompanied by a statement signed by three members of the organization's governing board that to the best of their knowledge and belief the financial report is true and correct. **In addition, the organization must provide an income statement, balance sheet and prior six months of bank statements.**
  
- (D) Annual financial statements shall be submitted to United Way within four months after the agency's fiscal year.

BY: Sampson County Department of Aging  
AGENCY

BY: \_\_\_\_\_  
CHAIRMAN/PRESIDENT OF BOARD OF DIRECTORS

BY: \_\_\_\_\_  
CHIEF EXECUTIVE OFFICER OR SECRETARY

\_\_\_\_\_  
DATE

**UNITED WAY OF SAMPSON COUNTY, INC.**

BY: \_\_\_\_\_  
PRESIDENT OF BOARD OF DIRECTORS

BY: \_\_\_\_\_  
VICE PRESIDENT/SECRETARY/TREASURER

\_\_\_\_\_  
DATE



## **POLICY ON SUPPLEMENTAL FUND RAISING BY AFFILIATED**

### PREAMBLE

The United Way of Sampson County, Inc. (hereinafter referred to as United Way) and our affiliate agencies (hereinafter referred to as agencies) are jointly concerned with the total effect of all fund raising activities conducted throughout the Sampson County area by community service organizations. In order for the United Way to maintain its integrity, it must provide a clear set of guidelines for member agencies to follow when seeking additional (non-United Way) financial support. These guidelines for the conduct of supplemental fund raising activities are designed to maximize yield, minimize competition, and avoid excessive intrusion on the donor community.

In an environment of limited resources and expanding needs, the United Way recognizes the value to participating agencies and to the community served of expanded supplemental resources generated by activities which do not conflict with the United Way. The United Way endorses the concept that good management practices dictate that agencies explore all ethical avenues for earning and obtaining multiple sources of funding to provide human care services. However, the methods used by the agencies to approach these sources should be in harmony with the United Way's fund raising principle that there will be one (1) annual, comprehensive effort for contributions from the community.

It is therefore essential that supplemental fund raising activities be conducted in a manner which would not adversely affect the United Way annual campaign or the member agencies abilities to provide human care services.

### STRUCTURE

The chairman of the allocations committee will be responsible for forming a standing subcommittee which will be called the supplemental income producing subcommittee. Membership may include representation from the executive committee to include the treasurer and from the planning committee. This subcommittee will provide a forum for careful consideration, encouragement, consultation and advice on agency income producing proposals. This subcommittee will also serve as a clearing house for gathering resource information and scheduling, as appropriate, to help prevent competing activities.

Agencies are encouraged to have preliminary discussion with United Way well in advance of commitments being made regarding any proposed fund raising activity. Agencies making proposals will submit a written request to the supplemental income producing subcommittee or the allocations committee chairman at least sixty (60) days

prior to the scheduled commencement dated, specifying the activity, the area and population to be covered, the resource development method to be employed, expected completion date and anticipated revenues. Annual activities will be discussed prior to the initial event and then again only if significant changes occur.

All supplemental income received by agencies will be considered part of the total agency budget and will be reviewed by the allocations committee.

### **III. DEFINITION**

"Income producing activity" is any activity by or in behalf of a participating agency that produces income for any purpose in addition to and other than the support of United Way.

### **ACTIVITIES**

Agency income producing activities as covered in these guidelines fall within three (3) major groups: (A) Self-support activities which do not require prior approval of United Way; (B) Activities which require consultation and prior approval by United Way; and (C) Activities which are generally inappropriate.

#### SELF-SUPPORT ACTIVITIES NOT REQUIRING PRIOR UNITED WAY APPROVAL

Certain types of revenues are encouraged by the United Way and do not require approval. Such operating revenue, however, must be reflected in the agency's annual operating budget.

1. Membership - All types of membership programs wherein the member becomes involved and identified with the agency and being a part of an active constituency.
2. Program Service Fees - Fees related to participating in agency programs and services. establishment of appropriate fees are entirely within the province of the agency's Board of directors.
3. Rental Fees - Fees for the use of agency facilities are appropriate sources of agency revenue.
4. Grants-In-Aid - Private and public foundations, corporations and individuals, government agencies and private organizations that are in the business of being grant makers to the extent that these funds have no implications for United Way funding.
5. Purchase of Service Contracts - Reimbursements

from private and public agencies for services rendered on a contractual basis.

6. Bequests and Memorials - Endowments, trusts, honor gifts, scholarships, real property, and other forms of deferred or donor restricted or unrestricted giving.
7. Investment Income - Agencies having endowment funds are encouraged to manage such funds in a manner consistent with the agency's endowment policy and donor's wishes.
8. Out of Area Contributions - Agencies rendering significant services outside the United Way of Sampson County defined community are expected to develop appropriate amounts of contribution support from such areas.
9. Sales of Services or Manufactured Products - Agencies able to derive income from the sale of services, salvaged materials, or manufactured items as a part of their service program are encouraged to develop income from these sources.
10. Contributed Equipment, Materials, or Services - which do not diminish the support of the annual United Way campaign, and for which no general appeal is made between September 1 and November 1.

#### **ACTIVITIES WHICH REQUIRE CONSULTATION AND PRIOR**

##### **APPROVAL BY UNITED WAY**

1. Sustaining Membership - Sustaining membership is an affiliation with an agency for the primary purpose of financially supporting the aims of the organization without expectation of use of services or participating in the activities of the agencies. Those approached for membership should have a genuine personal interest in a relationship with the agency.
2. Entertainment - Motion pictures, concerts, stage plays, celebrity show, circuses, ice show, variety show, amateur nights, rodeos, etc.
3. Meals and Refreshments - Breakfast, lunches, dinners, picnics, wine-tasting, cocktail parties, teas, etc.
4. Shows - Painting, photography, antiques, home and garden, hobbies, flower arranging, pets, boats, autos, sporting goods, program activities, fashions, etc.
5. Public Sales - Income from value received sales of products directed toward the community-at-large.

6. Sports Tournaments - Golf, bowling, tennis, bridge, baseball, basketball, football, automobiles, airplanes, boats, horses, etc., directed toward the general public.
7. Social Activities - Dances, tours, charter trips, skating parties, excursions, etc., directed toward the general public.
8. Solicitations of Agency Board Members, Volunteers and Staff only.
9. Capital Fund Raising Campaigns.
10. Any and all other forms of fund raising not mentioned above but which might occur during or immediately preceding the United Way annual campaign.

**C. ACTIVITIES WHICH ARE GENERALLY INAPPROPRIATE**

1. Commercial Promotions - wherein a for-profit business or organization is given responsibility for raising funds for the agency.
2. Activities - seeking charitable gifts in which the persons being solicited are not likely to be identified by the agency or its representatives such as those names received from a purchased mailing list.
3. Solicitation - from companies which are not presently contributing to the United Way. Confirmation with the United Way office prior to making such contacts is required.
4. Lending its Name - to the promotional campaign of a business or sales organization.
5. Telethons - or similar mass media appeals designed to raise funds for special or specifically identified projects or purposes not otherwise provided for in the agency's budget.
6. Door-to-Door fund - solicitation of the general public.
7. Mailing of unordered items - with a request for money in return.
8. Employee work place solicitations.
9. Gambling

## **ADVOCATE BODIES**

All fund raising activities conducted by guilds, auxiliaries, or other community organizations on behalf of the member agency shall be considered activities of the agency itself. The agency will be considered responsible to assure that the fund raising activities conform to the United Way guidelines.

## **VI. APPROVAL PROCEDURES**

Where prior United Way approval is required, the following process will be followed:

1. A written request on United Way forms at least sixty (60) days prior to the beginning of the event.
2. The written request will be reviewed by the designated United Way committee.
3. A decision will be given to the agency within thirty (30) days of submission of the request.

## **AMENDMENTS**

Certain programs and activities historic in character and/or required by charter terms of the member agencies' national organization may necessitate ratification of these guidelines. These requirements should be presented by the member agency to the United Way in the form of an addendum to this policy. Any waivers of addenda negotiated between the United Way and one member agency will be made known to all member agencies.

EFFECTIVE DATE

These guidelines will take effect October 30, 1991.

**AGENCY**

BY: \_\_\_\_\_  
CHAIRMAN/PRESIDENT OF BOARD OF DIRECTORS

By: \_\_\_\_\_  
CHIEF EXECUTIVE OFFICER OR SECRETARY

\_\_\_\_\_  
DATE

**UNITED WAY OF SAMPSON COUNTY, INC.**

By: \_\_\_\_\_  
PRESIDENT OF BOARD OF DIRECTORS

BY: \_\_\_\_\_  
VICE PRESIDENT/SECRETARY/TREASURER

\_\_\_\_\_  
DATE



## RESOLUTION APPROVING LEASE OF AGRICULTURAL TRACTS

**WHEREAS**, North Carolina General Statute 160A-272 provides that any property owned by a local government may be leased or rented for such terms and upon such conditions as the governing body may determine if the governing body determines that the property is not needed for the term of the lease; and

**WHEREAS**, the County owns a certain parcel of land identified as Tract 1, containing 12.57 acres, more or less, and all of that certain parcel of land identified as Tract 2, containing 8.86 acres, more or less, as shown on the map entitled Sampson County "Britt Property" dated June 28, 2005 by Owen Surveying, Incorporated and recorded in May Book 53, Page 77, Sampson County Registry; and

**WHEREAS**, Mr. Kenneth Mac Sutton (Lessee) has indicated a desire to lease the afore-mentioned property for the term of January 1, 2016 - December 31, 2016 for farming purposes; and

**WHEREAS**, the Board has determined that the property is not needed for the requested lease term of January 1, 2016 - December 31, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the County of Sampson hereby authorizes the County Manager to enter into a lease of the afore-mentioned property with the Lessee for the period January 1, 2016 - December 31, 2016 at a lease rate of \$1,700, which is calculated at the rate of \$100 per acre for the 17 farmable acres located on the land described herein.

**ADOPTED** this 7th day of December, 2015.

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Chairman

**ATTEST:**

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Clerk to the Board

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF SAMPSON )

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Agreement”), made this the 1st day of December, 2015 by and between SAMPSON COUNTY, a body corporate and politic and a political subdivision of the State of North Carolina (“Lessor”), and Kenneth Mac Sutton, a natural person whose principal office is located at 2246 Indian Town Road, Clinton, NC 28328 (“Lessee”).

**WITNESSETH:**

WHEREAS, the Sampson County Board of Commissioners has previously delegated to the Sampson County Manager the authority to enter into leases for a term of one (1) year or less pursuant to the provisions of North Carolina General Statutes § 153A-176 and § 160A-272; and

WHEREAS, subject to the terms and conditions hereinafter set forth, Lessor doth hereby let and lease unto Lessee and Lessee doth hereby accept as Lessee of said Lessor that certain parcel or parcels of land, lying and being in North Clinton Township, Sampson County, North Carolina, and more particularly described as follows:

Being all of that certain parcel of land identified as Tract 1, containing 12.57 acres, more or less, and all of that certain parcel of land identified as Tract 2, containing 8.86 acres, more or less, as shown on that Map of Survey entitled Sampson County “Britt Property” dated June 28, 2005 by Owen Surveying, Incorporated and recorded in Map Book 53, Page 77, Sampson County Registry.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall begin as of December 1, 2015 and, unless sooner terminated as herein provided, shall exist and continue until November 30, 2016, and in no event shall the term of the lease be for more than **one (1) year**.
2. **Rent.** Lessee agrees to pay Lessor rent in the amount of one thousand seven hundred dollars (\$1,700.00), which is calculated at the rate of one hundred dollars (\$100.00) per acre for the 17 farmable acres located on the leased premises as reported by the Farm Service Agency, which has been assigned Farm Land # 2418 – Tract # 4814. Such rent to be paid in one lump sum payment upon execution of this document.
3. **Cancellation.** Lessor shall have the right to cancel this Agreement, provided that Lessor has given thirty (30) days prior written notice of its intention to cancel this Agreement. Cancellation under this provision voids the lease.
4. **Maintenance.** It is understood and agreed that during the term of this Agreement, Lessee shall be solely responsible for maintenance to and upkeep of the leased premises.



5. **No Alterations by Lessee.** Lessee shall make no alterations to the leased premises other than tilling and planting the land and such other alterations to the soil as are reasonably necessary in order to farm the property. Lessee agrees to maintain the leased premises and return the same to Lessor in the same condition as it was at the beginning of the term of this Agreement.

6. **Use of Premises; Quiet Enjoyment.** Lessee shall not use and occupy the leased premises in any illegal manner or for any illegal purpose. Lessor covenants and agrees that upon Lessee's payment of the rent and performance of all the terms, covenants, and conditions on Lessee's part to be observed and performed under this Agreement, Lessee may peaceably and quietly have, hold, occupy, and enjoy the premises.

7. **Entry of Lessor.** Lessor shall have the right to enter in and upon the leased premises at all reasonable times for the purposes of (a) examination and inspection thereof, (b) exhibiting the premises to prospective lessees or purchasers; and (c) for any other reasonable purpose.

8. **Environmental Issues.** Lessee for its successors and assigns represents, warrants and agrees that (a) neither Lessee nor any other person or entity will improperly use or install any Hazardous Material on the leased premises; (b) Lessee has not and will not violate any Environmental Laws relating to or affecting the leased premises; (c) the leased premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; (d) Lessee shall not cause nor permit the improper installation of Hazardous Materials in the leased premises nor a release of Hazardous Materials on the leased premises; and (e) Lessee shall at all times comply with an ensure compliance by all parties with all applicable Environmental Laws.

"Hazardous Materials", as used herein, shall include but shall not be limited to any of the following: (a) asbestos; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; and (d) any other chemical, material, substance or other matter of any kind whatsoever which is prohibited, limited or regulated by any federal, state, county, regional or local authority or legislation, including, without limitation, the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. and the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the Environmental Protection Agency and laws and regulations of any state in which any Mortgaged Property is situated, or any other governmental organization or agency having jurisdiction thereof.

"Environmental Laws", as used herein, shall mean, all federal, state, and local laws, regulations, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation,

treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, exposure to, or cleanup of any Hazardous Materials.

9. **Bankruptcy and Insolvency.** It is expressly agreed that if at any time during the term of this Agreement, Lessee should be adjudged bankrupt or insolvent by a court of competent jurisdiction, Lessor may at its option declare this Agreement terminated and canceled and take possession of the leased premises.

10. **Forfeiture for Non-Compliance.** It is expressly agreed that if Lessee shall neglect to perform any matter or thing herein agreed to be done and performed by Lessee, and shall remain in default thereof for a period of thirty (30) days after actual notice from Lessor calling attention to such default, Lessor may declare Lessee's lease terminated and canceled and take possession of the leased premises without prejudice to any other legal remedy Lessor may have on account of such default. In the event that Lessor shall have to institute a suit to collect any unpaid rent due under this Agreement, Lessor shall be entitled to recover a reasonable attorney's fee which shall be not more than fifteen (15%) percent of the rent so recovered by the Lessor from the Lessee or any guarantor of this Lease.

11. **Non-Waiver.** No prior indulgence, waiver, election or non-election by Lessor under this Agreement shall effect Lessor's right to declare a breach of this Agreement in the future or effect Lessee's duties and liabilities hereunder.

12. **No Assignment; No Subletting.** Lessee may not assign or sub lease this leased premises or any portion thereof without the prior written consent of Lessor.

13. **Notices.** All notices or other communications hereunder are sufficiently given if given by first class United States mail, postage prepaid, and will be deemed to have been received three (3) business days after deposit in the United States mail, first class, postage prepaid, as follows:

(a) If intended for the County, addressed to it at the following address:

Sampson County Manager  
406 County Complex Road  
Clinton, North Carolina 28328

(b) If intended for Lessee addressed to it at the following address:

Mr. Kenneth Mac Sutton  
2246 Indian Town Road  
Clinton, North Carolina 28328

14. **Entire Agreement.** This Lease Agreement, together with all its covenants, conditions, and provisions, shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, successors, and assigns, and shall constitute the entire agreement between the parties.

15. **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of North Carolina.

16. **Headings.** The headings in this Agreement are for ease of reference only and shall not effect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

**LESSOR**

SAMPSON COUNTY

By: \_\_\_\_\_  
Edwin W. Causey, County Manager

**LESSEE:**

\_\_\_\_\_  
Kenneth Mac Sutton

NORTH CAROLINA  
SAMPSON COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that **EDWIN W. CAUSEY, County Manager, and SUSAN HOLDER, Clerk to the Sampson County Board of Commissioners**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and notarial seal, this \_\_\_\_ day of December, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

NORTH CAROLINA  
SAMPSON COUNTY

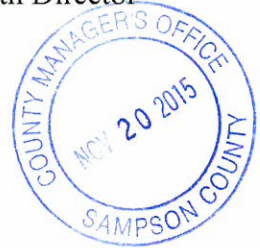
I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that on the **JESSE SUMMER** personally came before me this day and acknowledged the due execution the foregoing instrument. WITNESS my hand and notarial seal, this the \_\_\_\_ day of December, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

# SAMPSON COUNTY HEALTH DEPARTMENT


360 County Complex Rd.  
Clinton, NC 28328

Wanda Robinson  
Health Director



## MEMORANDUM

TO: Mr. Edwin Causey, County Manager

FROM: Wanda Robinson, Health Director I 

DATE: November 18, 2015

SUBJECT: Items for Board of Commissioner's Approval

We are submitting the attached fees that were approved by the Board of Health Monday, November 16, 2015. We are requesting approval of these fee increases and additions by the County Commissioners during the December 2015 meeting.

Thank you for your assistance in this matter.

Proposed Fee Changes  
November 2015

	Code	Description	Current Fee	Requested Fee
Current Fees we would like to increase				
	80061QW	Lipid Panel (in house)	\$18.27	\$20.00
	90702	DT-Pediatric	\$0.00	\$50.00
	90707	Measles Mumps Rubella	\$70.00	\$75.00
New Fees we would like to add				
	88141	Cytopath, c/v, interpret	\$0.00	\$20.00
	99420	PSC/MCHAT/HEADSS Health Risk Screening	\$0.00	\$8.14
Current Code Changes to replace LU codes no longer valid				
	99080	Special Report - Fee	\$10.00	
	99199	Form Completion	\$10.00	
	99499	TB Screening	\$10.00	
	S9981	Minimum Copy Fee 13 or fewer pages	\$10.00	
	S9982	Copy Fee first 25 pages	.75/page	
	S9982	Copy Fee pages 26-100	.50/page	
	S9982	Copy Fee pages 101 and more	.25/page	



*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** November 25, 2015

**SUBJECT:** Award of Cost Per Copy Contract

Earlier this year we sent out a Request for Proposal (RFP) asking interested vendors to quote a price on providing copier services to Sampson County. We posted the RFP on the website and emailed copied to nine (9) vendors. Prior to developing the RFP we contacted Pender County to assist us with developing the RFP and had a pre-bid meeting with the interested vendors to explain our goals for this program.

Currently the County leases equipment for up to 48 months. We currently have outstanding leases with five (5) different vendors. In reviewing the lease and maintenance contract we estimate that we are spending approximately \$121,400 per year not including paper making copies. Our goals for this program were to reduce the cost to the County for making copies and save time when replacing equipment.

Our RFP included two options for vendors to bid on. One option was replace equipment as leases expire and the other option was to buy out the existing leases immediately and replace equipment. We received responses from four (4) vendors. A detailed analysis prepared by the Purchasing and Contracting Officer is attached for your review. Based on this analysis we respectfully recommend that the contract to replace copiers as the existing leases expire be awarded to Office Value for a period of five (5) years. When fully implemented in fiscal year 2019-2020 we expect that this contract will cost the County approximately \$53,500 per year. This represents a savings to the County of \$67,900 per year.

# Memo

**To:** David Clack, Finance Officer  
**From:** Juanita Brewington *Juanita*  
**Date:** September 22, 2015  
**Re:** Evaluation of Per Copy Program Proposals

We received four proposals as a result of the RFP sent out for Multi-Function Copier – Cost Per Copy.

All four of the proposals provided the County with a cost to Buyout the existing equipment and replace with new equipment under a Cost Per Copy plan. Only two of the four proposals included a proposal for replacing the existing equipment as the leases expired with new equipment put in place under a Cost Per Copy plan.

Sampson County's expense, with the leased copiers currently in use, is \$121,398.48.

The cost to buyout existing equipment and replace with new equipment with the cost per copy plan will be \$94,608.84 per year.

The table below reflects the cost of replacing the equipment with new equipment under the cost per copy plan, upon expiration of the existing leases.

	2016/2017	2017/2018	2018/2019	2019/2020
Current Leases	\$70,983.35	\$34,158.38	\$11,570.88	\$322.24

Cost Per Copy					
Coeco	36 mos.	\$34,572.07	\$69,980.51	\$80,164.02	\$86,775.85
		\$105,555.42	\$104,138.89	\$91,734.90	\$87,098.09

60 mos.	\$25,904.70	\$52,282.49	\$60,592.52	\$66,265.61
	\$96,888.05	\$86,440.87	\$72,163.40	\$66,587.85

Office Value	36 mos.	\$30,410.51	\$61,456.91	\$70,856.23	\$77,139.35
		\$101,393.86	\$95,615.29	\$82,427.11	\$77,461.59

60 mos.	\$20,213.61	\$40,635.71	\$47,830.92	\$53,009.65
	\$91,196.96	\$74,794.09	\$59,401.80	\$53,331.89

## RFP Bid Tally

### Multi-Function Copier - Cost per Copy

RFP Bid Sheets received by 5:00pm, Monday, September 14, 2015

Submitted By	Multi-Function Copier Cost Per Copy				Proposal Expiration Date (no earlier than Jan. 12, 2016)
	36 Months		60 Months		
	Black & White	Color	Black & White	Color	
Coeco	BOut .0495 .0263	.047 .047	.0352 .0195	.047 .047	
Office Value	BOut .058 .023	.049 .049	.039 .015	.049 .049	
System	BOut .076	.042	.056	.042	
Sandhills	BOut .054	.05	.039	.05	

Witness: David K. Cook  
Date: 9/14/15

Witness: Juanita Breuninger  
Date: 9/14/15



Multi-Function Cost Per Copy Evaluation

2016/2017						2017/2018			2018/2019			2019/2020		
Leases/Maint/Copies \$70,983.35						\$34,158.38			\$11,570.88			\$322.24		
			B & W	Color		B & W	Color		B & W	Color		B & W	Color	
AG	02/19/17	5	51,000	0	5 months	122,400	0	12 months	122,400	0	12 months	122,400	0	12 months
Coop	05/11/19	2	0	0	0 months	0	0	0 months	9,679	9,141	2 months	58,071	54,847	12 months
EMS	12/07/18	1	0	0	0 months	0	0	0 months	17,500	0	7 months	30,000	0	12 months
EMS	08/22/16	1	5,800	0	11 months	69,600	0	12 months	69,600	0	12 months	69,600	0	12 months
Expo	09/29/18	1	0	0	0 months	0	0	0 months	27,000	31,975	9 months	36,000	42,634	12 months
Fin	03/17/18	3	0	0	0 months	49,709	4,191	4 months	149,127	12,572	12 months	149,127	12,572	12 months
Hlt	09/23/17	1	0	0	0 months	112,956	0	10 months	135,547	0	12 months	135,547	0	12 months
Hlt	01/21/16	1	57,724	0	12 months	57,724	0	12 months	57,724	0	12 months	57,724	0	12 months
Hlt	03/17/16	1	84,904	0	12 months	84,904	0	12 months	84,904	0	12 months	84,904	0	12 months
Hlt	03/13/16	1	24,000	0	12 months	24,000	0	12 months	24,000	0	12 months	24,000	0	12 months
Hlt	04/04/16	1	15,000	0	12 months	15,000	0	12 months	15,000	0	12 months	15,000	0	12 months
Hlt	12/22/18	1	0	0	0 months	0	0	0 months	8,356	2,623	7 months	14,324	4,496	12 months
Hlt	06/30/16	1	72,000	0	12 months	72,000	0	12 months	72,000	0	12 months	72,000	0	12 months
Insp	09/10/19	1	0	0	0 months	0	0	0 months	0	0	0 months	2,000	0	10 months
Lib	12/20/16	4	35,000	3,359	7 months	60,000	5,759	12 months	60,000	5,759	12 months	60,000	5,759	12 months
P&R	11/16/18	1	0	0	0 months	0	0	0 months	75,612	10,380	8 months	113,418	15,570	12 months
PW	09/15/16	1	131,297	16,723	10 months	157,556	20,068	12 months	157,556	20,068	12 months	157,556	20,068	12 months
ROD	03/13/19	1	0	0	0 months	0	0	0 months	3,192	0	4 months	9,576	0	12 months
ROD	03/13/19	1	0	0	0 months	0	0	0 months	8,000	0	4 months	24,000	0	12 months
ROD	03/10/17	1	6,011	0	4 months	18,032	0	12 months	18,032	0	12 months	18,032	0	12 months
Sher	02/13/16	5	523,800	0	12 months	523,800	0	12 months	523,800	0	12 months	523,800	0	12 months
SS	09/24/16	2	195,327	0	10 months	234,392	0	10 months	234,392	0	10 months	234,392	0	12 months
SS	06/30/17	6	0	0	0 months	870,000	0	12 months	870,000	0	12 months	870,000	0	12 months
S&W	09/19/16	1	20,000	1,500	10 months	24,000	1,800	12 months	24,000	1,800	12 months	24,000	1,800	12 months
Tax	09/07/16	2	40,000	0	10 months	48,000	0	12 months	48,000	0	12 months	48,000	0	12 months
Tax	07/23/16	1	12,750	753	12 months	12,750	753	12 months	12,750	753	12 months	12,750	753	12 months
V/E	08/19/17	1	0	0	0 months	45,826	0	11 months	49,992	0	12 months	49,992	0	12 months
			1,274,613	22,335		2,602,649	32,571		2,878,163	95,071		3,016,213	158,499	
			B & W	Color		B&W	Color		B&W	Color		B&W	Color	
Coeco			\$33,522.32	\$1,049.75		\$68,449.67	\$1,530.84		\$75,695.69	\$4,468.34		\$79,326.40	\$7,449.45	
	36 mos.		<b>\$34,572.07</b>			<b>\$69,980.51</b>			<b>\$80,164.02</b>			<b>\$86,775.85</b>		
Coeco			\$24,854.95	\$1,049.75		\$50,751.66	\$1,530.84		\$56,124.18	\$4,468.34		\$58,816.15	\$7,449.45	
	60 mos.		<b>\$25,904.70</b>			<b>\$52,282.49</b>			<b>\$60,592.52</b>			<b>\$66,265.61</b>		
Office Value			\$29,316.10	\$1,094.42		\$59,860.93	\$1,595.98		\$66,197.75	\$4,658.48		\$69,372.90	\$7,766.45	
	36 mos.		<b>\$30,410.51</b>			<b>\$61,456.91</b>			<b>\$70,856.23</b>			<b>\$77,139.35</b>		
Office Value			\$19,119.20	\$1,094.42		\$39,039.74	\$1,595.98		\$43,172.45	\$4,658.48		\$45,243.20	\$7,766.45	
	60 mos.		<b>\$20,213.61</b>			<b>\$40,635.71</b>			<b>\$47,830.92</b>			<b>\$53,009.65</b>		
Coeco	36 mos		\$105,555.42			\$104,138.89			\$91,734.90			\$87,098.09		
Coeco	60 mos		\$96,888.05			\$86,440.87			\$72,163.40			\$66,587.85		
Office Value	36 mos		\$101,393.86			\$95,615.29			\$82,427.11			\$77,461.59		
Office Value	60 mos		\$91,196.96			\$74,794.09			\$59,401.80			\$53,331.89		

BUYOUT	RFP			
	36 months		60 months	
	B&W	Color	B&W	Color
<b>Coeco</b>	0.0495	0.047	0.0352	0.047
	\$122,217.93	\$7,698.32	\$86,910.52	\$7,698.32
	<b>\$129,916.24</b>		<b>\$94,608.84</b>	
<b>Office Value</b>	0.058	0.049	0.039	0.049
	\$143,204.84	\$8,025.91	\$96,292.91	\$8,025.91
	<b>\$151,230.75</b>		<b>\$104,318.82</b>	
<b>System</b>	0.076	0.042	0.056	0.042
	\$187,647.72	\$6,879.35	\$138,266.74	\$6,879.35
	<b>\$194,527.07</b>		<b>\$145,146.09</b>	
<b>Sandhills</b>	0.054	0.05	0.039	0.05
	\$133,328.65	\$8,189.70	\$96,292.91	\$8,189.70
	<b>\$141,518.35</b>		<b>\$104,482.61</b>	

CURRENT	
<b>Leases</b>	\$101,063.80
Black & White - 1,697,029	
Color - 23,000	
<b>Overages</b>	\$15,294.22
Black & White - 772,020	
Color - 140,794	
<b>Maintenance</b>	\$4,313.63
<b>Supplies/S&amp;H</b>	\$726.83
	<b>\$121,398.48</b>

Multi-Function Cost Per Copy Evaluation

WITHOUT BUYOUT															
		Lease	Annual									Coeco		Office Value	
	Dept.	Expiration	Lease	#	Annual Allowance		Annual Overage				Supplies	36 mos.	60 mos	36 mos	60 mos
		Date	Amount	Copiers	B&W	Color	B&W	Color	Overage	Maint.	S&H				
15/16															
	Hlth	1/21/2016	0.00	1	24,000	0	33,724	0	428.29	277.00	0.00	\$122,211.33	\$121,818.81	\$122,020.84	\$121,559.05
	Sher	2/13/2016	1,181.44	5	332,004	0	191,796	0	1,726.16	0.00	118.73	\$132,960.94	\$129,006.58	\$131,041.91	\$126,389.72
	Hlth	3/13/2016	0.00	1	24,000	0	0	0	0.00	277.20	0.00	\$133,314.94	\$129,197.38	\$131,316.71	\$126,472.52
	Hlth	3/17/2016	2,148.00	1	0	0	84,904	0	984.89	0.00	0.00	\$132,415.03	\$127,720.12	\$130,136.61	\$124,613.19
	Hlth	4/4/2016	1,188.00	1	15,000	0	0	0	0.00	0.00	0.00	\$131,621.53	\$126,824.62	\$129,293.61	\$123,650.19
	Hlth	6/30/2016	0.00	1	72,000	0	0	0	0.00	1,228.79	0.00	\$132,286.34	\$126,999.83	\$129,720.82	\$123,501.40
16/17															
	Tax	7/23/2016	5,871.84	1	12,750	525	0	228	18.01	0.00	13.54	\$126,753.66	\$121,380.45	\$124,147.58	\$117,826.16
	EMS	8/22/2016	2,877.84	1	69,600	0	0	0	0.00	0.00	0.00	\$125,706.30	\$119,859.81	\$122,870.54	\$115,992.32
	PW	9/5/2016	2,428.44	1	72,000	3,600	85,556	16,468	2,432.88	0.00	56.64	\$125,875.26	\$118,957.39	\$122,559.70	\$114,421.03
	Tax	9/7/2016	3,588.00	2	48,000	0	0	0	0.00	576.00	0.00	\$122,973.66	\$115,729.39	\$119,499.70	\$110,977.03
	S&W	9/19/2016	1,980.00	1	24,000	0	0	1,800	115.20	0.00	0.00	\$121,594.26	\$114,186.79	\$118,044.70	\$109,330.03
	DSS	9/24/2016	9,737.52	2	85,500	0	148,892	0	1,488.92	0.00	33.65	\$116,498.68	\$107,497.34	\$112,175.63	\$101,585.82
	Lib	12/20/2016	7,764.00	4	60,000	0	0	5,759	397.37	647.00	15.00	\$109,523.98	\$100,114.65	\$105,014.45	\$93,944.64
	Ag	2/19/2017	5,751.12	5	108,000	0	14,400	0	115.20	0.00	0.00	\$106,876.78	\$96,635.13	\$101,963.33	\$89,914.32
	ROD	3/10/2017	1,940.64	1	15,000	0	3,032	0	45.48	0.00	238.06	\$105,126.85	\$94,762.57	\$100,153.88	\$87,960.62
	DSS	6/30/2017	15,519.00	6	870,000	0	0	0	0.00	0.00	0.00	\$112,488.85	\$96,208.57	\$104,644.88	\$85,491.62
17/18															
	V/E	8/19/2017	2,836.92	1	49,992	0	0	0	0.00	0.00	10.70	\$110,956.02	\$94,335.80	\$102,947.08	\$83,393.88
	Hlth	9/23/2017	5,696.52	1	192,000	0	0	0	0.00	825.00	0.00	\$109,484.10	\$91,558.28	\$100,841.56	\$79,752.36
	Fin	3/17/2018	7,331.76	3	0	0	149,127	12,572	1,747.05	0.00	103.44	\$104,814.77	\$85,874.89	\$95,705.26	\$73,423.04
18/19															
	Expo	9/29/2018	3,131.40	1	36,000	0	0	42,634	2,089.07	0.00	21.40	\$102,523.50	\$83,338.81	\$93,380.46	\$70,810.24
	P&R	11/16/2018	5,100.00	1	70,800	9,600	42,618	5,970	965.96	0.00	18.30	\$100,153.92	\$80,197.99	\$90,667.74	\$67,190.18
	EMS	12/7/2018	2,520.00	1	30,000	0	0	0	0.00	0.00	0.00	\$98,422.92	\$78,262.99	\$88,837.74	\$65,120.18
	Hlth	12/22/2018	1,792.40	1	10,000	1,400	4,324	3,096	408.78	0.00	0.00	\$96,809.77	\$76,552.44	\$87,186.32	\$63,354.16
	ROD	3/13/2019	2,413.56	1	0	0	9,576	0	64.16	0.00	0.00	\$94,583.90	\$74,261.46	\$84,928.84	\$61,020.08
	ROD	3/13/2019	2,271.48	1	24,000	0	0	0	0.00	0.00	0.00	\$92,943.62	\$72,457.98	\$83,209.36	\$59,108.60
	Cop	5/11/2019	2,840.52	2	54,000	6,000	4,071	48,847	1,996.62	0.00	97.37	\$92,114.19	\$71,233.66	\$82,297.99	\$57,732.66
19/20															
	Insp	9/10/2019	1,450.80	1	24,000	0	0	0	0.00	482.64	0.00	\$90,811.95	\$69,768.22	\$80,916.55	\$56,159.22
					2,322,646	21,125	772,020	137,374							

## Susan Holder

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**Subject:** FW: MA Transp Contract-Magnolia  
**Attachments:** MA Transp Contract-Magnolia.pdf

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**From:** Sarah Bradshaw  
**Sent:** Friday, November 20, 2015 5:01 PM  
**To:** Susan Holder <susanh@sampsonnc.com>; Ed Causey <ecausey@sampsonnc.com>; David Clack <davec@sampsonnc.com>  
**Cc:** Hurmean Beach <hurmean.beach@sampsondss.net>; Erma Thornton <erma.thornton@sampsondss.net>; Gina Hamilton <gina.n.hamilton@sampsondss.net>; Katrina Cunningham <kcunningham@sampsondss.net>  
**Subject:** FW: MA Transp Contract-Magnolia

All: We have been working with The Magnolia over the past several weeks due to their request to contract through our department (as now required per Medicaid rules) in order for them to be reimbursed for the Medicaid transportation services they provide for their patients/residents.

As of today, all proper, complete contract documents have been provided. We are submitting the attachment for your review and the BOC's consideration for approval during their December Board Meeting (if possible).

Both written and verbal information has been previously provided to the Commissioners (since the point in time when State Medicaid policy changed resulting in the requirement for such facilities to contract through us in order to receive Medicaid reimbursement). Since those rules changed, all facilities in the county, including The Magnolia, have been providing these transportation services to their residents but they have not been getting Medicaid reimbursement as this is the first facility to submit a request with completed contract documents.

We are glad to discuss any of this with anyone. Thanks in advance and have a great weekend.

Sarah

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**From:** Katrina Cunningham  
**Sent:** Friday, November 20, 2015 4:47 PM  
**To:** Sarah Bradshaw  
**Subject:** MA Transp Contract-Magnolia

*Katrina Cunningham*

Administrative Assistant II/Clerical Support Supervisor  
Sampson County Dept. of Social Services  
360 County Complex Rd Suite 100 Clinton NC 28328  
Office: (910) 592-7131 Ext. 3211  
Fax: (910) 592-3763  
[kcunningham@sampsondss.net](mailto:kcunningham@sampsondss.net)

SAMPSON COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
CLINTON, NORTH CAROLINA 28328

360 COUNTY COMPLEX RD; SUITE 100

**Director**  
**Sarah W. Bradshaw**

TELE: (910) 592-7131  
FAX: (910) 592-4297

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November 20, 2015

To: Sarah Bradshaw, Director

From: Gina Hamilton, IM Program Administrator

Re: Request for Medicaid Transportation Contract with The Magnolia Adult Care Home

We have received a request from The Magnolia Adult Care Home to enter into a Medicaid Transportation contract with them. As you know, several years back Medicaid stopped reimbursing Adult Care Homes directly for providing medical transportation for their patients. According to the new Medicaid Transportation Policy, they must contract through the county DSS in order to receive Medicaid reimbursement for the transportation they provide to their residents. The Magnolia has provided the necessary contract documents and their proposed rate of \$1.60 per mile is less than the rate the current vendors would charge for both the patient and their necessary attendant. I am requesting that this contract be put on the County Commissioners Board Agenda for consideration of approval for the service period of January 1, 2016 to June 30, 2017. If approved, The Magnolia will be subject to the same Safety and Risk Management criteria as all other vendors prior to beginning the reimbursable services.

Sincerely



Gina Hamilton  
IM Program Administrator I  
Sampson County DSS



**State of North Carolina  
Division of Social Services  
Vendor Agreement**

1. This agreement is hereby entered into between the Department and the Provider, identified on Attachment A, and hereby made a part of the agreement for the purchase of specific services as described therein.
2. This agreement shall be in effect from and to the dates specified on Attachment A. The agreement shall remain in effect subject to the availability of funds for the provision of services, continued compliance by the provider with applicable standards for the stated service(s), and/or other terms of the agreement as stated herein.
3. The Department agrees to:
  - a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations;
  - b. Refer all eligible individuals to Provider confirming services to be provided and the period of time for which services are authorized;
  - c. Pay the Provider for services delivered to eligible individuals under the terms of this agreement at the rate specified in Attachment A;
  - d. Keep the provider informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Provider must adhere and of any alterations to these;
  - e. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives;
  - f. Monitor and review periodically all Provider records and equipment (as required) to ensure that all contract requirements are met; and
  - g. Implement and adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
4. The Provider agrees to:
  - a. Provide the service(s) stipulated in this agreement as described in Attachment A and in accordance with applicable standards for the service(s);
  - b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met;
  - c. Keep confidential any information about a client which is shared by the Department or the client. Such information shall be shared only among Department and Provider staff who need to know in order to coordinate, manage, or deliver services to the client;
  - d. Comply with all State licensing standards, all applicable accrediting standards and any other standards or criteria established by the Division of Social Services to assure quality of services;
  - e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section and the provisions of the Americans with Disabilities Act of 1990, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds;
  - f. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title;
  - g. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services for each client determined to be eligible by the Department and authorized by the Department for service(s) provided under this agreement;
  - h. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Provider or any of its officers, employees, agents, or representatives; and

**State of North Carolina  
Division of Social Services  
Vendor Agreement**

- i. Adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
5. Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this agreement.
6. The Provider agrees to retain all books, records and other documents relevant to this agreement for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Social Services or the Department shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the Department.
7. This agreement may be amended or terminated upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the service(s) may result in termination of the agreement without thirty (30) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the Provider the agreed upon amount under the terms of this agreement up to the effective date of the termination.
8. This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

ATTEST:

County: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

PROVIDER

DEPARTMENT

WP- CANTON HEALTH HOLDINGS, LLC  
By: [Signature]  
Title: MANAGER  
Date: 11/20/15

[Signature]  
By: SAMPSON Co. DSS  
Title: DSS Director  
Date: 11/20/15

I. Contract Summary

ATTACHMENT A

- A. This agreement is between the Sampson County Department of Social Services (heretofore and hereinafter referred to as the "Department") and the WP-Clinton Health Holdings, LLC (heretofore and hereinafter referred to as the "Provider").
- B. This agreement shall be in effect from \_\_\_\_\_ to June 30, 2017, with Contract requiring signature each year.
- C. Services to be Provided:

(1) Service	(2) Service Code	(3) Number of Persons Served		(4) Number of Miles of Service **	(5) Definition of Unit of Service
TITLE XIX TRANSPORTATION	250	Annually Persons 50	Annually Trips <u>1250</u>	65,000	<u>31.60</u> per mile
** Number of Miles of Service represents billable units of service. All numbers are simply estimates based on past experience.					
Sampson County will not pay any costs not reimbursed by Medicaid. These costs include to empty miles see page 48, no shows see page 5, or driver wait time. Review bid package for additional details.					

Any additional services should be listed in III. – Service Program Description

- D. Area to be Served: Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.



I. Contract Summary

E. Contract Identification:

1. Provider

- a. Name of Contract Administrator James D. Arnett, III  
Telephone Number 828-322-5565
- b. Name of Program Contact Person Laurie Hardison  
Telephone Number (910) 592-7504
- c. Program Name, Location and Mailing Address  
The Magnolia  
213 Forest Trail Clinton, NC 28328-3353
- d. Additional Service Delivery Sites  
\_\_\_\_\_  
\_\_\_\_\_
- e. Status  Public  Private, non-profit  
 Private, for profit  Individual
- f. Provider Contract ID # \_\_\_\_\_ Federal Tax ID # 46-1408506  
Provider's Fiscal Year 1/1 through 12/31

2. County Department of Social Services

- a. Name of Contract Administrator Sarah W. Bradshaw  
Telephone Number 910-592-7131
- b. Name of Services Program Contact Person: Gina Hamilton  
Telephone Number 910-592-7131
- c. Address of County Department of Social Services  
Sampson County Dept. of Social Services, P.O. Box 1105, Clinton, NC 28329

II. Fiscal Provisions

A. Amount of Reimbursement

Reimbursement under the terms of this agreement will be limited to a maximum of  
\$ \_\_\_\_\_ SSBG, CFDA no. 93.667                      \$ \_\_\_\_\_ IV-B, CFDA No. 93.645  
\$ \_\_\_\_\_ Fed. JOBS, CFDA No. 93.645    \$ \_\_\_\_\_ Other (identify) \_\_\_\_\_  
\$ \_\_\_\_\_ State    \$ \_\_\_\_\_ County  
\$ \_\_\_\_\_ Total

B. Maintenance of Effort

- 1. N/A
- 2. The provider certifies that the funds to be used under this contract do not replace or supplant in any way, Federal, State or local funds for already existing services.

C. Method of Reimbursement

1. For Purchase Contract (DSS-2497) Total and Unit Cost

- a. Reimbursement will be made in accordance with the current budget approved by the Department and on file with both parties. The amount of reimbursement will be based on allowable expenditures made in behalf of eligible clients, determined in accordance with acceptable cost allocation methods. The Provider will report all expenditures made under the terms of the contract.
- b. Reimbursement will be made at a unit cost of \$ \_\_\_\_\_ per unit of reimbursement delivered to eligible clients for an estimated number of 600,000 units. The Provider will document total expenditures made under the terms of the contract to the Department within thirty days after the termination of this contract, or as instructed by the Department. Reimbursement which exceeds actual allowable cost will be adjusted to actual allowable costs.

2. For Vendor Agreements (DSS-2252) Fixed Rate

- Reimbursement will be based on (check either a. OR b.)
- a. a standard fixed rate or standard charge
  - b. an individual fixed rate

Complete: c. Reimbursement will be made at a fixed rate of \$160 per unit of reimbursement defined as mile for an estimated number of 65,000 units. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. If multiple components are being purchased, additional rates and units can be identified as follows:

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II. Fiscal Provisions

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D. Reimbursement Reporting

1. Expenditures

The Provider will report expenditures monthly in accordance with policy set forth by the DSS Fiscal Office, Division of Social Services, issued via the Fiscal Manual. Due to Federal and State reimbursements not being allowed for expenses incurred by a provider for no-shows, the department cannot accept billings to reimburse for no-show expenses. Expenditures should be reported on the DSS Administrative Costs Report (Form DSS-1571, Part III) in accordance with the budget or specified rate up to the maximum amount of reimbursement specified in this document. Reports are to be submitted to the Department by the fifth working day of the month following the month in which services were delivered. The Department will reimburse the Provider monthly, upon receipt of a complete and correctly filed report.

2. Reporting for the Statewide Services Information System (SIS)

In addition to the Administrative Cost Report (DSS-1571, Part III), the Provider will submit to the Department the Monthly Report of Service Delivery (DSS Form 1571, part IV). This should be submitted along with the Administrative Cost Report by the fifth working day of the month following the month in which services were delivered. The units reported in Column 12 of the 1571 Part IV are the units of service defined in Column 5 of I.C. of this Attachment. Service definitions and reporting instructions are found in Family Services Manual, Volume VI, Chapter IV.

E. Audit Requirements

Check either 1 or 2

1. Purchase of Service Contract

The Department has determined this contract to be a purchase of goods or services and is not subject to G.S. 143-6.1 and thus an audit is not required for this contract.

2. Financial Assistance Contract

Each corporation, organization and institution that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they are appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the State. If the Provider is a governmental entity, such entity is subject to the requirements of OMB Circular A-133 and the N.C. Single Audit Implementation Act of 1987. If the Provider is a nongovernmental entity, such entity is subject to the provisions of G.S. 143-6.1. Additionally, any nongovernmental entity except a for-profit corporation is subject to the provisions of OMB Circular A-133.

A Provider that receives, uses, or expends between fifteen thousand dollars (\$15,000) and three hundred thousand dollars (\$300,000) in state funds annually, except when the funds are for the purchase of goods or services, must file annually with the Department that disbursed the funds a sworn accounting of receipts and expenditures of the state funds. This accounting format shall be in the form prescribed by the State Auditor and

II. Fiscal Provisions

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must be attested to by the treasurer of the Provider and one other authorizing officer of the Provider. The accounting must be filed within six (6) months after the end of the Provider's fiscal year in which the state funds were received. For purposes of the required report, the Provider's fiscal year is used in determining the amount received, used, or expended.

A Provider that receives, uses, or expends state funds in the amount of three hundred thousand dollars (\$300,000) or more annually, except when the funds are for the purchase of goods or services, must file annually with the State Auditor and the Department a financial statement in the form and on the schedule prescribed by the State Auditor. The financial statement must be audited in accordance with standards prescribed by the State Auditor to assure that state funds are used for the purposes provided by law. Providers (except nongovernmental for-profit corporations) that expend three hundred thousand dollars (\$300,000) or more in federal funds for the fiscal year must have an audit conducted in accordance with the provision of OMB Circular A-133. An audit performed in accordance with OMB Circular A-133 will satisfy the reporting requirements identified in G.S. 143-6.1. **AUDIT REPORTS SHOULD BE FILED WITH THE STATE AUDITOR AND THE DEPARTMENT'S FISCAL OFFICE WITHIN 30 DAYS AFTER ISSUANCE BY THE AUDITOR BUT NO LATER THAN NINE MONTHS AFTER THE PROVIDER'S FISCAL YEAR.**

The State Auditor has audit oversight of every Provider that receives, uses or expends state funds. Such a Provider must, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of state funds. The Provider must furnish any additional financial or budgetary information requested by the State Auditor.

If the Provider disburses or transfers any state funds to other organizations, except for the purchase of goods or services, the Provider shall require such organizations to file with it similar reports and statements as required by G.S. 143-6.1 and the applicable prescribed requirements of the Office of the State Auditor's Audit Advisory #2 including its attachments. If the Provider disburses or transfers any pass-through federal funds received by the State to other organizations, the Provider shall require such organizations to comply with the applicable requirements of OMB Circular A-133.

F. **Cost Sharing Revenues for Service**



1. The service(s) under contract with the Provider are services for which cost sharing requirement do not apply.

**II. Fiscal Provisions**

- 2. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the department will inform the Provider of the amount to be collected and of any subsequent changes. The County Department of Social Services will establish policies and procedures to guide the Providers collection of cost sharing revenues at least quarterly. The Provider must document that reasonable efforts have been made to collect this amount at least quarterly from those clients who agreed to the cost sharing amount. No other cost sharing amounts other than those identified by the county may be charged to the client. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, Part IV).
- 3. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the County Department of Social Services will be responsible for collecting and accounting for revenue. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, part IV).

**G. Management of the Funding/Matching Share Requirement**

- 1. A cash transfer of the matching share will be made to the Department in accordance with the terms specified in the Donation Agreement (DSS-1571, Part IV).
- 2. The Provider certifies through the contract budget attached to this contract that the matching share is available. Further, it is agreed that the Provider will report all program costs incurred each month relating to the contract on the DSS-1571. However, reimbursement will be limited to the Federal/State financial participation rate.
- 3. The Department is providing the match.

**H. Provider Fees (For Purchase Contracts Only)**

- 1. The Provider agrees to pay the Department/Division up to \$ \_\_\_\_\_ Administrative Fee as payment in full for the administration of the contract. The amount of the fee is five percent of the matching share contributed by the Provider.
- 2. The Provider agrees to pay the Department/Division up to \$ \_\_\_\_\_ Certification Fee as payment in full for the determination and certification of client eligibility. The amount of the fee is five percent of the matching share contributed by the Provider.

Monitoring and Certification Fees, when applicable, will be deducted from the amount to be reimbursed.

**III. Service Program Description**

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To provide Medical transportation to fully eligible clients certified for Medicaid.

Providers will ensure that only services and stops will be provided as specifically specified on the transportation referral.

Providers will assure that the driver(s), operating the vehicle for the service which is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s) which will be used to transport clients in accordance with the General Statutes of North Carolina.

Providers must have liability and comprehensive insurance coverage no less than the minimum required for common carrier – passenger vehicles by the North Carolina Utilities Commission for each vehicle used to transport clients of the Department. A copy of the Certificate of Insurance must be submitted to the Department of Social Services on an annual basis. All insurance claims or inquiries will be handled directly through the Provider.

If commercial vehicles (16 passengers or more) are used to provide client transportation services, the vendor must provide a copy of the private contractor's Certificate of Insurance documenting that the DSS Director or designee is an "Additional Insurer".

Providers will maintain the vehicles used to provide this service in a safe and operable condition. Operable condition includes properly working heating and air. All vehicles must be furnished with phones or radios for emergency situations. Vehicles transporting Department clients, all federal and state requirements must be followed concerning child restraints. Further, Providers shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the Department's clients and providing the service in compliance with Title VI and VII of the Civil Rights Act of 1964. No recipient of the services under this agreement shall be discriminated against on the basis of race, color, creed, national origin, age, ethnic background, or sex. Providers must ensure that effective bilingual/interpreter services and/or telephone language lines are provided to serve the needs of the limited English speaking clients.

Providers must maintain an adequate fleet of vehicles to accommodate the needs of the Department. As the demand for utilization increases, the fleet must increase proportionately.

Providers will submit to the Department on or before the 5<sup>th</sup> day of the month after the month of service an invoice based on the rates herein agreed upon for the cost of the Transportation Services rendered during the month. Providers will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Providers will be paid on the 20<sup>th</sup> day of the month of submission.

**III. Service Program Description**

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All books and records maintained by Providers pertaining to the agreement will be open and made available to the Department if requested during normal business hours and upon reasonable notice for the purpose of the inspection and audit. State and/or Federal requirements for inspections/audits must also be met.

When possible, the Department will make specific written referrals to Providers by 5:00pm up to three (3) work days in advance of the date of all scheduled trips. It is the responsibility of Providers to pick up all referrals from the Department of Social Services by 5:00pm each day. The referral will include the name of the client, date of requested service, destination, appointment time, directions to client's home (address and telephone number), and any special needs (i.e. attendant to be transported with client).

Providers must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times (even if this requires additional trips). Once the contract is awarded, the Department and the Provider will meet to establish a reasonable wait time.

Providers must assure all special transports, such as oncology and dialysis patients, are picked up no later than thirty (30) minutes from completion of their medical visit.

The Department will arrange for an attendant to assist the client when deemed medically necessary by a physician. At other times, Providers are required to provide minimal assistance to clients, when needed.

Providers must use proper judgment in meeting the needs of clients being transported. Although frequent stops are not acceptable, the request to stop at a restroom is acceptable.

Providers will meet monthly, for the first three months of the contract, with the Department to discuss and resolve any issues between either party. At the end of this period, Providers and the Department will meet at least once every two months.

ATTACHMENT B

CONTRACTOR DATA SHEET

1. Name of Firm: WP-Clinton Health Holdings, LLC
2. Address of Firm: PO Box 25168  
City: Hickory State: NC Zip Code: 28603-25168
3. If business not established in Sampson County at present, where would the Sampson County location be if awarded bid?  
The Magnolia  
213 Forest Trail  
Clinton, NC 28328-3353
4. Number of years firm has been in business: 2.9
- 7.5. Ownership of firm: Identify those who own five (5) % or more of the firm\*:  

<u>Charles E. T. Feagor</u>	<u>2.9</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*Please give names, years of ownership and ownership percentage.

6. Name of Bonding Company (if any): \_\_\_\_\_  
Bond Limit: \_\_\_\_\_
7. Name of Insurance Carrier: Alliance  
Coverage limits: \$1,000,000
8. List of equipment necessary for Medicaid Transportation presently owned:  
none Vehicle  
2013 Dodge Caravan

If you do not own equipment at this present time, explain how you plan to fulfill the terms of this contract:

9. List three (3) References including point of contact and telephone number:  
James D. Annett (828) 322-5535 ext. 1337  
Laurie Hardison (910) 592-7600 \_\_\_\_\_  
Robin Eichem (910) 258-1692 \_\_\_\_\_



**Contract # 51 Fiscal Year Begins January 1, 2016 Ends June 30, 2017  
Non-Emergency Medical Transportation**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and WP-Clinton Health Holdings, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 46-1408506 and DUNS Number (required if funding from a federal funding source).

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J)
- (12) State Certification (Attachment M)
- (13) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on January 1, 2016 and shall terminate on June 30, 2017. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$104,000.00 per fiscal year. This amount consists of \$104,000.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$924,000.00 per fiscal year.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Charles E. Trefzger Jr., Manager	Name & Title	Charles E. Trefzger Jr., Manager
Company Name	WP-Clinton Health Holdings, LLC	Company Name	WP-Clinton Health Holdings, LLC
Mailing Address	PO Box 2568	Street Address	1270 25 <sup>th</sup> Street Place, SE
City State Zip	Hickory, NC 28603	City State Zip	Hickory, NC 28602
Telephone	828-322-5535 Local 910-592-7506		
Fax			
Email			

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;

- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Specific Language Not Previously Addressed:**

This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the Contract will be suspended until such time that the requirements are met.

**15. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

Signature	Date
Charles E. Trefzger Jr	Manager
Printed Name	Title

**COUNTY**

Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
Sarah W. Bradshaw	DSS Director
Printed Name	Title

Signature <i>(must be legally authorized to sign contracts for County)</i>	Date
Edwin W. Causey	County Manager
Printed Name	Title

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

Signature of County Finance Officer	Date
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**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance

on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
  - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

#### Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

### Default and Termination

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Intellectual Property Rights Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.



**Federal Intellectual Property Bankruptcy Protection Act:**

The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

**Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000 :**

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### E-Verify

**Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B  
SCOPE OF WORK**

**Contract #51**

**Federal Tax Id. 46-1408506**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: WP-Clinton Health Holdings, LLC
2. *If different* from Contract Administrator Information in General Contract:  
Address 213 Forest Trail; Clinton, NC 28328-3353
3. Name of Program (s): Non-Emergency Medical Transportation
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, the Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer." Current liability insurance coverage is \$5 million for commercial vehicles.
- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through the Contractor.
- The Contractor will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s), which will be used to transport the County's clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet..
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- The Contractor will have a driver screening policy and review the driving record of all drivers who transport recipients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor shall agree that no more than one quarter of one percent of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent of trips should be late for recipient drop off to their appointment per month.
- The Contractor will provide names of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending



on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.

- All books and records maintained by the Contractor pertaining to this agreement will be open and made available for on-site monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The County will make specific written referrals to the Contractor by 5:00 PM each County workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each County workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. The Contractor will provided transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All of the Contractor's employees that will be transporting the County's clients to medical providers must wear uniforms. The uniforms must have the names of the Contractor and the employee clearly visible on them. The Contractor must maintain an adequate fleet of vehicles and drivers to accommodate the needs of the County's clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all of the County's clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by the County's clients.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means, the vehicle must be able to pass a North Carolina safety inspection at all times, and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the Contractor. When transporting the County's clients, all federal and state requirements must be followed concerning child restraints. Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.

- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either parties. At the end of this period, the Contractor and the County will meet at least bi-monthly.

**C. Rate per unit of Service** (reimbursable mile driven):

Negotiated County Rate - \$1.60 per reimbursable. Maximum reimbursement under this contract is \$104,000.00 per fiscal year.

**D. Number of units to be provided:**

Estimated 65,000 reimbursable miles per fiscal year with a maximum reimbursement of \$104,000.00 per fiscal year.

**E. Details of Billing process and Time Frames:**

Contractor will submit to the County on or before the 5<sup>th</sup> day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid on the 20<sup>th</sup> day of the month of submission.

**F. Area to be served/Delivery site(s):**

Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

\_\_\_\_\_  
**Sarah W. Bradshaw**

\_\_\_\_\_  
**Charles E Trefzger Jr.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## ATTACHMENT C

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the

Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

_____ Signature – Charles E. Trefzger Jr.	_____ Manager Title
_____ WP-Clinton Health Holdings, LLC Agency/Organization	_____ Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

- 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

WP-Clinton Health Holdings, LLC \_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature – Charles E. Trefzger Jr.

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that Charles E Trefzger Jr personally appeared before me this day and acknowledged that he/she is Manager of WP-Clinton Health Holdings, LLC and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**WP-Clinton Health Holdings, LLC**  
P O Box 2568  
Hickory, NC 28603-2568  
(828) 322-5535

November 23, 2015

**To: Sampson County Department of Social Services**

**Certification:**

I certify that WP-Clinton Health Holdings, LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

Charles E. Trefzger Jr. being duly sworn, say that I am the Manager of WP-Clinton Health Holdings, LLC of Hickory in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Signature – Charles E. Trefzger Jr.

**Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”





## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

#### **Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

_____ Signature – Charles E. Trefzger Jr.	_____ Manager Title
_____ WP-Clinton Health Holdings, LLC Agency/Organization	_____ Date

## ATTACHMENT H

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Sampson County Department of Social Services

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature – Charles E. Trefzger Jr.                      Manager  
Title

WP-Clinton Health Holdings, LLC  
Agency/Organization                                      \_\_\_\_\_  
Date

## ATTACHMENT I

### DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1<sup>st</sup> day of January, 2016, by and between Sampson County Department of Social Services (“Covered Entity”) and WP-Clinton Health Holdings, LLC (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Non-Emergency Medical Transportation (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

#### 2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.



- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURE: \_\_\_\_\_

Charles E. Trefzger Jr.  
WP-Clinton Health Holdings, LLC

Date: \_\_\_\_\_



**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Sampson County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor’s employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor’s employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Sampson County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
  - a. Valid current copies of Driver’s License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

\_\_\_\_\_  
Signature – Charles E. Trefzger Jr.

Manager \_\_\_\_\_  
Title

WP-Clinton Health Holdings, LLC \_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

## Attachment M

# State Certification

## Contractor Certifications Required by North Carolina Law

### Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

### Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

- (b) [check **one** of the following boxes]

- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

---

Contractor's Name: WP-Clinton Health Holdings, LLC

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Charles E. Trefzger Jr.

Title

Manager

---

Signature of Witness

Title

---

Printed Name of Witness

Date

---

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**CONTRACT PROVIDER NAME:** WP-Clinton Health Holdings, LLC

**CONTRACT NUMBER:** 51

**CONTRACT PERIOD:** January 1, 2016 to June 30, 2017

**PROVIDER'S FISCAL YEAR:** January - December

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

\_\_\_\_\_  
Signature of County Authorized Person

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Authorized Administrative Individual

\_\_\_\_\_  
DATE

## Susan Holder

---

**Subject:** FW: Agenda items  
**Attachments:** Registration and Lending Policy r12-15.doc; Fines, Fees, and Replacement Policy rev12-15.doc; ILL Policy r12-15.doc

-----Original Message-----

From: Heather Bonney  
Sent: Friday, November 20, 2015 2:59 PM  
To: Susan Holder <susanh@sampsonnc.com>  
Subject: Agenda items

Susan,

Please place the following revisions on the Board of Commissioners consent agenda for December. The only two things that they reference is that we are decreasing the checkout days for DVDs and videos to 3 days, and we are going to increase the daily overdue fine for ILL books from \$.20 to a \$1 to encourage patrons to return them.

Thank you!!

Heather

## **Sampson-Clinton Public Library Registration and Lending Policy**

The Sampson-Clinton Public Library System welcomes all patrons. Library cards may be issued to residents of Sampson County, those who own land in Sampson County, and those in contiguous counties. In special circumstances, temporary library cards may be issued to other patrons interested in obtaining a SCPL library card at the discretion of the Library [Director](#). It is expected that all patrons adhere to current library policies. Library privileges may be suspended for non-adherence to library policies.

### Registration:

- Patrons must show a US government-issued form of photo identification or a passport.
- Library cards may be issued to juveniles between the ages of five and seventeen. Parents or guardians must have a library card of their own in good standing (no overdue materials/outstanding fines or fees) and must accompany their child when the application for a library card is made. The signature of parent or guardian is required in the presence of library staff as the signer is assuming responsibility for all items and fines associated with the child's card. Children may not check out DVDs, videos, or audiovisual equipment.
- Library cards are updated every three years.
- It is the responsibility of the patron to notify the library should his card be lost or stolen to prevent unauthorized use and to update contact information when it changes. All patrons are responsible for any items checked out on their library cards. There will be a fee for replacement cards (see "Fines, Fees, and Replacement Policy"). The library will waive the replacement cost of a stolen or destroyed library card upon presentation of an official report by the appropriate regulatory body documenting the incident.

### Lending Policies

- A valid Sampson-Clinton Public Library card is required to check out materials at all library locations and must be presented with each visit. Patrons may also choose to allow their photo to be kept on file to allow staff to verify identity for checkout and computer use in case the patron forgets his/her library card.
- Patrons are responsible for returning all items by the due date, undamaged, and with all library processing unaltered. The library does not send overdue reminders by postal service. Patrons may choose to give an email address or phone number for texting ~~for~~ [to receive courtesy](#) notifications. [Electronic delivery services are not guaranteed, and failure to receive a courtesy reminder does not constitute a reason to void/waive overdue fines.](#)
- Patrons are responsible for returning DVDs, videocassettes, kits, and audiobooks in the proper casings. These items will not be considered returned nor will they be checked in until the items are returned with all parts included. The library assumes no responsibility for damage caused to the borrower's recorder/player by a DVD, videocassettes, kits, or audiobooks borrowed from the library. Copyright laws limit these materials to home viewing/listening unless specifically mentioned on the item that "Public Performance Rights" are included. Duplication is prohibited.
- Patrons may not use other patrons' cards to check out materials or use computers

- Homebound patrons (those who have a condition resulting from an injury or illness which restricts their ability to leave their home except with the aide of supporting devices or the assistance of another person) have two options to obtain access to library materials:
  - They may fill out a “Homebound Request for Designated Library Card Users” to ask that up to two designees named therein may be allowed to check-out materials (except computers and AV equipment) using that patron’s card. Approval is at the discretion of the Library Director.
  - They may request that print and/or audio materials be delivered to them by the Library’s Outreach Services Program.
- Circulation periods are as follows:
 

○ Library books:	7-21 days	No limit
○ Magazines:	14 days	Limit 10 & must be back-issues
○ Audiobooks:	14 days	Limit 5
○ Videos:	7 days	Limit 5 & no juvenile checkout
○ DVDs:	7 days	Limit 5& no juvenile checkout
○ AV equipment:	3 days	No juvenile checkout
- Patrons with long overdue materials (those exceeding three weeks past the due date) will not be allowed to use computers or check out additional materials until everything has been returned/renewed, and all fines have been paid. Patrons may renew long overdue materials if the original due date is within two months of the date of the request for renewal. Patrons with long overdue materials exceeding \$50.00 in value may under North Carolina Generals Statue 14-398 be taken to Small Claims Court. All fines and fees associated with this legal procedure will become the responsibility of the patron. Parents of children under 17 years of age will be legally accountable for all materials checked out to their children.
- Patrons with overdue fines exceeding \$20.00 will not be allowed to check out materials until the fines are paid. All fines must be paid on the second visit (verbal notification of overdue fines will be indicated on patron records).
- See “Fines, Fees, and Replacement Policy” for charges for overdue, damaged, and/or lost materials.

Library Administration understands that there may circumstances which would necessitate varying the application of this policy, and these instances will be handled on a case-by-case basis by the Library Director.

SCPL revised 12/03, 09/06, 05/08, 05/09, 4/10, 11/11, 9/13, 10/14  
BOC approved 10/06, 05/08, 05-09, 5/10, 12/11, 9/13, 11/14

## Sampson-Clinton Public Library Fines, Fees, and Replacement Policy

The timely return and care of borrowed materials make it possible for all patrons to enjoy the same services. SCPL charges overdue fines for materials returned after the due date, excluding days the library is closed. Additionally, fees are charged in order to pass along to the individual borrower those costs associated with that borrower's failing to return, damaging or losing materials checked out on his/her card.

### OVERDUE FINES:

The fine schedule for the most commonly borrowed types of materials is listed below. The maximum overdue fines charged per patron account is \$50. This maximum does not apply to lost or damaged items. In the event there are remarkable extenuating circumstances (such as hospitalization or a death in the family), a patron may request that the library waive fines once per patron account every 10 years.

<u>Fine Amounts by Item Type</u>	<u>Daily</u>	<u>Maximum Overdue Fine</u>
Audiobooks (CD or Cassette)	\$1.00	\$10.00 or cost of item whichever is less
Books	\$ .20	\$10.00 or cost of book whichever is less
Magazines	\$ .20	\$ 5.00
Videotapes, DVDs, & Kits	\$1.00	\$10.00 or cost of item whichever is less
AV Equipment	\$2.00	\$20.00
<u>Inter-Library Loan</u>	<u>\$1.00</u>	<u>\$20.00 or cost of item whichever is less</u>

### FEES:

<u>Fee Type</u>	<u>Amount</u>	<u>Comment</u>
Lost Library Card	\$ 3.00	
Inter-Library Loan	\$ 3.00	See ILL Policy
Photocopies	\$.20/page	Double-sided copies are \$.40
Printing – Computer	\$.20/page	Black & white
Printing – Computer	\$.50/page	Color, if available
Visitor Computer Pass	\$1.00/hr	No time limit

### DAMAGED & LOST ITEMS:

If materials are lost or damaged, the individual borrower is charged the appropriate costs to replace the items in order for circulation to continue. SCPL accepts equivalent paperbacks, hardbacks, etc... as replacements for lost or damaged materials in lieu of payment if the item is new or appears to be new with no signs of wear or use. The patron will still be charged the \$2 processing fee.

**Damaged Items:** If an item is returned with part(s) damaged or missing, the following fines will be charged:

Audiobook Cases (CD & Tape Format)	
2-Pack	-----\$5.00
4+Pack	-----\$8.00
Magazine Envelopes	-----\$1.00
Video / DVD Cases	-----\$2.00



Barcodes	-----	\$ .25
Call Labels	-----	\$ .25

**Lost Items:** The borrower is responsible for the cost of the lost/damaged item and a \$2.00 processing fee which covers barcodes, call labels, and staff time involved in the item's replacement. Damaged items become the property of the patron after payment is made. Overdue fines will not be collected in addition to replacement costs for damaged or lost items. The replacement cost is usually the retail cost at the time of purchase. The replacement cost of Inter-Library Loan materials are determined by the lending library.

Patrons are encouraged to search for lost items before making payment. If an item is found by a patron after payment has been made it becomes the property of the patron. No refunds will be issued.

If the library is required to pay for an unreturned ILL book by the lending library, the charge will be placed on the patron's account. That item is then the patron's property, and the patron will be required to pay for the item before further library use will be permitted.

If materials are damaged or lost due to theft or fire, the replacement costs and overdue fines of these materials may be waived by library administration upon presentation of an official report by the appropriate regulatory body documenting the incident.

Library Administration understands that circumstances may occur that would necessitate varying the application of this policy, and these instances will be handled on a case-by-case basis by the Library Director.

SCPL revised 11/16/04, 05/08, 05/09, 4/10, 10/14, [10/15](#)  
 BOC Adopted 12/06/04, 05/08, 05/09, 5/10, 11/14

# **SAMPSON-CLINTON PUBLIC LIBRARY**

## **Inter-Library Loan (ILL) Policy**

**PURPOSE:** Interlibrary loan is a service that makes materials which are not owned by our library system available to our patrons. We work in cooperation with libraries across the nation in procuring and supplying requested materials.

### **GUIDELINES:**

This service is available to patrons who have had a SCPL library card for three months, who have no overdue books or fines, and whose account has a history of being in good standing (no excessive overdue books, fines, or fees). SCPL can order items for those who have held a card for less than three months, but these items will be restricted to in-library use only. Requests submitted by Juvenile patrons must be accompanied by parental/guardian's signature.

If our library system owns the item, we will not request it through ILL. The National Interlibrary Loan Code, published by the American Library Association, does not allow libraries to request material that they already own. If the item needed is in our collection, a hold will be placed on it for the patron. If the status of all copies of the item in our collections appears as LOST, MISSING, or WITHDRAWN in the library catalog, we can request it through ILL.

Many libraries do not make recently published, high-demand, rare, genealogical, medical, or fragile materials available for loan.

Some libraries require that their materials be used only in our library buildings. Books may be sent to branches for "IN HOUSE USE ONLY." Microfilm and microfiche must be viewed in the Local History Room of the JC Holliday Library in Clinton by appointment only due to limited staff availability to provide help with and supervision of these items.

Generally, a request may take 1-6 weeks to receive. We are always subject to other libraries' availability of materials and their willingness to lend an item.

SCPL will order 4 items per year through interlibrary loan for free. Any additional items requested will be charged a fee of \$3.00 per item to help cover the cost of shipping. The fee will be charged to the patron's account upon the library's receipt of the item via mail. No charge will be incurred if a requested item can not be obtained. In addition, there are some libraries that charge us without notification for filling a request. This happens rarely, but we must pass these charges on to the patron. If an item is lost or damaged while in the patron's possession, SCPL will forward the lending library's costs for replacement, processing, or damage to that patron's account. SCPL takes responsibility for any charges should an item be lost or damaged in the mail before it is received or after it is returned by our patrons.

SCPL adheres to the North Carolina Interlibrary Loan Code and the National Interlibrary Loan Code of the American Library Association.

**REQUESTING ITEMS THROUGH ILL:**

Patrons should obtain an ILL form at their local library branch and fill it out, providing as much information as possible about the item wanted. Patrons may request no more than three items via ILL at any one time. Items which are in our library collection will not be requested.

Patrons may request materials in print or microfilm format only. However, the lending library's policies determine whether or not they will loan an item to SCPL. If a request can not be filled, the patron will be notified via phone or mail. If the request for materials is filled, the patron will be notified via phone or mail when the item is available for check-out. As these items are time-sensitive due to the lending library's loan period and the mail return period, it is important that patrons pick up these materials as soon as possible.

**CHECKING OUT ITEMS THROUGH ILL:**

Most items may be checked out and taken from the library to be returned in the same condition on the due date given by SCPL cardholders. Procedures are in place in order to accommodate this. However, some items are restricted by the loaning library to in-library use only. SCPL also reserves the right to restrict item use to in-library only when the Library Director and/or the ILL Librarian deems it necessary, such as in cases where the item is rare, fragile, expensive, etc...

**RENEWING ILL ITEMS:**

Loan periods and renewals are determined by the lending library. Generally, lending libraries do not grant renewals on materials. Lending libraries, although often willing to lend material, must keep their patrons in mind and for this reason must request that their materials be returned as soon as possible. Patrons needing to inquire about possible renewal should call 910-592-4153 at least 5 days in advance of the due date and request an ILL staff member. The lending library usually determines if renewal is possible within a week, and the patron will be notified by phone of the final due date.

**RETURNING ILL ITEMS:**

ILL materials must be returned by the due date in the same condition it was received in. If an item is late, fines will be charged according to the [same guidelines for SCPL materials Fines, Fees, and Replacement policy](#). If an item is lost or damaged while on loan or if the item is not returned in time to prevent SCPL from incurring replacement charges from the lending library, SCPL will forward the lender's charges for replacement, processing, and/or damage to the patron's library account.

Library Administration understands that there may be circumstances which would necessitate varying the application of this policy and these instances will be handled on a case-by-case basis by the Library Director.

Library Board of Trustees Approved 11/16/04  
BOC Adopted 12/06/04

Trustees Revised 05/08, 11/11, [10/15](#)  
BOC Adopted 05/08, 12/11

**SAMPSON-CLINTON PUBLIC LIBRARY**

**INTER-LIBRARY LOAN (ILL) - LENDING POLICY TO OTHER LIBRARIES**

**LENDING POLICY:**

The Inter-Library Loan Lending Policy to Other Libraries informs other libraries what type of materials SCPL will lend, our ILL loan periods, and charges. This policy will prevent our library from receiving requests that SCPL will not fill and save everyone time.

SCPL adheres to the North Carolina Interlibrary Loan Code and the National Interlibrary Loan Code of the American Library Association. The library will lend books and other library materials to other libraries that follow these codes.

SCPL cardholders will be responsible for reimbursing SCPL for any charges levied by the lending library or vendor.

**LOANS:**

Loan period: 4 weeks

Renew period: 4 weeks (Renewals are granted on a case by case basis)

Charges: None; with the exception of replacement, processing, and damage fees for lost or damaged items.

Non-Circulating:	Reference	Local History Room	CD-ROM
	Microforms	Video	Audio
	DVD	AV	Periodicals
	Staff Resources		
	New items added to our collection within the last year		

SCPL will not loan materials from the reference collections. This includes reference books, genealogy materials, and microforms. SCPL will not loan new materials or staff resources, to assure their availability for local patrons and staff. Our library will not loan periodicals, audiovisual equipment, or materials due to high demand by our public, expense, and possible damage in shipping.

**CONTACTING OUR ILL STAFF:**

**Phone:** 910-592-4153

Library Board of Trustees Approved 11/16/04  
BOC Adopted 12/06/04



**Administrative Unit: Clinton City Schools (Unit 821)**

**I. Certification of Board of Education**

The Clinton City Schools Board of Education hereby submits its Facility Needs Survey dated 11/24/2015 listing all improvements and additional facilities needed to accomodate projected enrollments through the 2020-21 school year and improvements to existing facilities to provide safe, comfortable environments that support the educational programs.

We do hereby certify that the needs identified herein are a true representation of our situation. Alternatives were considered and this plan provides the best balance between cost and benefit to our students. We understand that costs have been standardized to statewide averages to provide uniform comparisons.

Signed:

Jason C. Pitts, Chairman

11-24-15 Date

W. B. G. , Ed.D., Secretary, Ex-officio

11-24-15 Date

**2. Certification of Board of County Commissioners**

The Sampson County Board of Commissioners has received and reviewed a copy of this survey prior to submission to the State Board of Education. **This does not necessarily constitute endorsement of or commitment to fund the Facility Needs Survey.**

\_\_\_\_\_, Chairman

\_\_\_\_\_ Date

\_\_\_\_\_, County Manager or Clerk

\_\_\_\_\_ Date



**Clinton City Schools Cost Summary (0 to 5 years)**

Unit: 821		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
304	Butler Avenue Elementary	1	0	0	3,043,914	0	1,000,000	\$4,043,914
312	College Street School	1	0	2,711,654	2,484,779	227,585	0	\$5,424,018
316	Langdon C Kerr Elementa	1	0	5,495,011	3,221,321	461,188	1,200,000	\$10,377,520
320	Sampson Middle	1	0	0	7,291,696	0	0	\$7,291,696
330	Sunset Avenue Elementar	1	0	0	3,886,974	0	400,000	\$4,286,974
<b>Totals:</b>			<b>0</b>	<b>8,206,665</b>	<b>19,928,684</b>	<b>688,773</b>	<b>2,600,000</b>	<b>\$31,424,122</b>



Clinton City Schools Capacity Summary & Plan (0 to 5 years)

UNIT: 821	ADM 2014/15	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
		Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
821 304 Butler Avenue Elementa	502	0	648	0	0	648	0	0	Renovations	0	482	0	0	482
821 308 Clinton High	817	0	0	0	1,050	1,050	0	0	Renovations	0	0	0	1,474	1,474
821 312 College Street School		144	0	0	0	0	0	0	Renovations	108	0	0	0	0
821 316 Langdon C Kerr Elemen	533	144	498	0	0	498	0	0	Addition/Renovation	0	482	0	0	482
821 320 Sampson Middle	752	0	0	806	0	806	0	0	Renovations	0	0	806	0	806
821 330 Sunset Avenue Element	438	0	982	0	0	982	0	0	Renovations	0	472	0	0	472
<b>Totals:</b>	<b>3,042</b>	<b>288</b>	<b>2,128</b>	<b>806</b>	<b>1,050</b>	<b>3,984</b>	<b>0</b>	<b>0</b>	<b>108 1,436</b>	<b>806</b>	<b>1,474</b>	<b>3,716</b>		

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>		<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>	
<b>Current Capacity:</b>	2,128	806	1,050	3,984		<b>Total Capacity:</b>	1,436	806	1,474	3,716
<b>ADM 2014/15:</b>	1,473	752	817	3,042		<b>Proj Enrollment 2020/21:</b>	1,543	705	843	3,091
<b>Difference:</b>	655	54	233	942		<b>Difference:</b>	(107)	101	631	625



**Clinton City Schools Cost Summary (6 - 10 years)**

Unit: 821		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
304	Butler Avenue Elementary	3	0	0	1,165,479	0	0	\$1,165,479
308	Clinton High	3	0	0	1,118,910	0	0	\$1,118,910
316	Langdon C Kerr Elementa	3	0	0	1,664,041	0	0	\$1,664,041
320	Sampson Middle	3	0	0	2,850,855	0	0	\$2,850,855
330	Sunset Avenue Elementar	3	0	0	1,865,553	0	0	\$1,865,553
<b>Totals:</b>			<b>0</b>	<b>0</b>	<b>8,664,838</b>	<b>0</b>	<b>0</b>	<b>\$8,664,838</b>





# 2015-16 DPI Facility Needs Survey

## Capacity Summary 6 to 10 Years

### Clinton City Schools

### Capacity Summary & Plan (6 to 10 years)

UNIT: 821	ADM 2014-15	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
		Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
821 304 Butler Avenue Element	502	0	648	0	0	648	0	0	Renovations	0	566	0	0	566
821 308 Clinton High	817	0	0	0	1,050	1,050	0	0	Renovations	0	0	0	819	819
821 312 College Street School		144	0	0	0	0	0	0		0	0	0	0	0
821 316 Langdon C Kerr Elemen	533	144	498	0	0	498	0	0	Addition/Renovation	0	560	0	0	560
821 320 Sampson Middle	752	0	0	806	0	806	0	0	Renovations	0	0	630	0	630
821 330 Sunset Avenue Element	438	0	982	0	0	982	0	0	Renovations	0	443	0	0	443
<b>Totals:</b>	<b>3,042</b>	<b>288</b>	<b>2,128</b>	<b>806</b>	<b>1,050</b>	<b>3,984</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>1,569</b>	<b>630</b>	<b>819</b>	<b>3,018</b>

		<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>		<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
<b>Current Capacity:</b>		2,128	806	1,050	3,984	<b>Total Capacity:</b>	1,569	630	819	3,018
<b>ADM 2014/15:</b>		1,473	752	817	3,042	<b>Proj Enrollment 2025/26:</b>	1,553	630	819	3,002
<b>Difference:</b>		655	54	233	942	<b>Difference:</b>	16			16

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7169

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Manuel Garcia Urbina in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

	YEAR	
20141120	<u>2014</u>	\$ <u>197.11</u>
20132849	<u>2013</u>	\$ <u>202.82</u>
20122420	<u>2012</u>	\$ <u>215.03</u>
20112525	<u>2011</u>	\$ <u>233.01</u>
		\$ _____
	TOTAL REFUND	\$ <u>847.97</u>

These taxes were assessed through clerical error as follows.

Taxes are billed and paid in Pender County. Mobile Home has always been located and listed in Pender County. See attached supporting docs -

		Late List
601 County Tax	<u>704.42</u>	<u>70.44</u>
School Tax	<u>—</u>	<u>—</u>
609 Fire Tax	<u>66.45</u>	<u>6.66</u>
City Tax	<u>—</u>	<u>—</u>
TOTAL \$	<u>847.97</u>	<u>—</u>

Yours very truly

Manuel Garcia-Urbina  
Taxpayer

Social Security #: \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Mailing Address.

Manuel Garcia Urbina  
24116 Halfway Branch School Rd.  
Ivanhoe NC 28447

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7179

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Tonya Marretta Canady in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2014</u>	\$ <u>186.16</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>186.16</u>

These taxes were assessed through clerical error as follows.

#0026556552  
Vehicle Totalled, Tag Turned In  
CKT 6578  
2008 Lexus

G02 County Tax	<u>112.37</u>
S01 School Tax	<u>19.63</u>
Fire Tax	_____
C02 City Tax	<u>54.16</u>
TOTAL \$	<u>186.16</u>

Yours very truly

Tonya M Canady  
Taxpayer

Mailing Address.

Tonya Marretta Canady  
253 Faison Hwy Apt 54  
Clinton NC 28328

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7188

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Minnie Lee D. Peak, Edna Doris Gore  
+ Annell D. Starling Halls Township, Sampson County, for  
the year(s) and in the amount(s) of: 04-0267680 02

YEAR	
<u>2014</u>	\$ <u>140.59</u>
<u>2013</u>	\$ <u>133.57</u>
<u>2012</u>	\$ <u>133.57</u>
<u>2011</u>	\$ <u>133.57</u>
	\$ _____
<b>TOTAL REFUND</b>	\$ <u>541.30</u>

These taxes were assessed through clerical error as follows.

Double listed to 04061796006 per  
DB 539/464.

County Tax 497.54  
 School Tax \_\_\_\_\_  
 Fire Tax 43.76  
 City Tax \_\_\_\_\_  
 TOTAL \$ 541.30

45.72 Acre  
Double listed to 04061796006

Yours very truly

DAUGHTRY, PARTSHIP  
Taxpayer  
Luther Donald Haly Jr.

✓ Social Security # \_\_\_\_\_

RECOMMEND APPROVAL

[Signature]  
Sampson County Tax Administrator

Mailing Address.

✓ DONALD STARLING  
703 COHASSET BLVD  
CLINTON, NC  
28328

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7199

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Donald Ray Nance in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

#	YEAR	
0009692959	2014	\$ 17.75
0006697384	2014	\$ 168.42
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL REFUND		\$ 186.17

These taxes were assessed through clerical error as follows.

YPH4117 - 2008 Chev  
 BCZ1962 - 2013 Ford  
 Vehicles Sold, Tag Tuned In

602	County Tax	136.75
	School Tax	_____
	Fire Tax	_____
108	City Tax	49.42
TOTAL \$		186.17

Yours very truly

Donald R. Nance  
Taxpayer

Mailing Address.

Donald R Nance  
PO Box 24  
Salemburg NC 28385

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7192

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Prestage Farms Inc in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2014</u>	\$ <u>51.15</u>
<u>2014</u>	\$ <u>51.15</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>102.30</u>

*Vehicle sold, TAGS turned IN*  
V# 570  
V# 571  
2008 Toyota XZX5990  
2008 Toyota - XZX5981

These taxes were assessed through clerical error as follows.

G02 County Tax	<u>94.34</u>
School Tax	_____
F23 Fire Tax	<u>7.96</u>
City Tax	_____
TOTAL \$	<u>102.30</u>

Yours very truly

Mailing Address.

Prestage Farms Inc.  
Taxpayer Jammy Johnson, Commodity Controller

PO Box 438  
Clinton, NC  
28329

TAX ID # \_\_\_\_\_  
Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7214

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Patrick Ervin Lamb & Melanie Denise Wilson in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2014	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>107.79</u>

These taxes were assessed through clerical error as follows.

CLS 1357 / turned in  
2010 Dodge / Repaid  
26569601

Go 2 County Tax	<u>65.07</u>
501 School Tax	<u>11.36</u>
Fire Tax	_____
002 City Tax	<u>31.36</u>
TOTAL \$	<u>107.79</u>

Yours very truly

*Melanie Denise Wilson*  
Taxpayer

Mailing Address.

Patrick Ervin Lamb  
Melanie Denise Wilson  
630 East Over Terrace  
Clinton, NC 28324

✓ Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

*Jim Johnson*  
Sampson County Tax Administrator

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: COOPERATIVE EXTENSION

29-Oct-15

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the 4-H JUNTOS PROGRAM Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449500-526200	DEPARTMENTAL SUPPLIES	\$250.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034950-403601	4-H JUNTOS PROG REVENUE	\$250.00	

2. Reason(s) for the above request is/are as follows:

DONATION RECEIVED TO SUPPORT 4-H JUNTOS PROGRAMMING TO BE UTILIZED IN THE DEPARTMENTAL SUPPLIES EXPENDITURE ACCOUNT

*Eileen A. Cote*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

11/25, 2015

*[Signature]*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)



COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

October 26, 2015

FROM: Sarah W. Bradshaw

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the Social Services Department be amended as follows:

Expenditure Account	Expenditure Account Description	Increase	Decrease
13553100-531100	Travel	6,712.02	
13553200-568400	Child Day Care	229,660.00	
13553310-544000	Adult Day Care Contracted Services	183.00	
13553320-544000	In-Home Contracted Services	1,554.00	
13554710-536030	Special Children Adoption Fund		3,056.02
13554810-568413	CIP	5,706.00	

Revenue Account	Revenue Account Description	Increase	Decrease
13535310-403354	CPS State		67.00
13535310-403362	IV-E CPS		157.00
13535310-403363	Adult Home Specialist	1,995.00	
13535310-403366	TANF CPS & Foster Care		271.00
13535310-403367	CCDF Administration	5,589.00	
13535310-403372	SSBG		2,677.00
13535310-403376	Energy Administration		539.00
13535320-403307	State Day Care Subsidy	229,660.00	
13535330-403305	State In Home	1,360.00	
13535330-403306	State Adult Day Care	160.00	
13535480-403313	CIP	5,706.00	

2. Reason(s) for the above request is/are as follows: To adjust budgeted revenue to actual funding authorization received.




(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

11/25, 2015



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

November 19, 2015

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the Garland Fire Department be amended as follows:

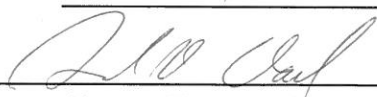
<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410-581025	Garland Fire Department	27,191.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23043425-499900	Garland FD Fund Balance Approp	27,191.00	

2. Reason(s) for the above request is/are as follows:  
 To allocate funds per the request of the Fire Department to pay for additional work on the new Fire Department building.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 2015  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

18-Nov-15

**MEMO:**

FROM: COOPERATIVE EXTENSION

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the 4-H UNITED WAY ACCOUNT Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449500-526230	DEPARTMENTAL SUPPLIES	3,000.00	
04449500-531130	TRAVEL	3,000.00	
04449500-529930	MISCELLANEOUS EXPENSES	500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034950-403602	4-H UNITED WAY REVENUE ACCOUNT	6,500.00	

2. Reason(s) for the above request is/are as follows:

TO REQUEST FUNDS TO PAY EXPENSES IN THE DEPARTMENTAL SUPPLIES, TRAVEL & MISCELLANEOUS EXPENSES EXPENDITURE ACCOUNTS

*Eileen A. Cote*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

11/25, 2015

*[Signature]*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

November 24, 2015

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the Veterans Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11558200-544000	Contract services	1,796.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	1,796.00	


2. Reason(s) for the above request is/are as follows:

To budget funds to pay for software services that were ordered in fiscal year 2014-2015 but not delivered until fiscal year 2015-2016.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2015  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

November 20, 2015

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the 403 Infrastructure Capital Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
67981700-558100	Construction costs	275,000.00	

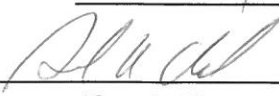
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
67038170-403613	DOC Economic Development	500.00	
67038170-403614	Grant NC Dept of Commerce	274,500.00	

2. Reason(s) for the above request is/are as follows:  
 To increase budget to match allocation of funding from State for the construction of the water tank at Exit 355 on I-40.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending  approval/disapproval.

\_\_\_\_\_, 2015  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
 (County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:** 17-Nov-15

FROM: SAMPSON COUNTY HEALTH DEPARTMENT Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the COMMUNICABLE DISEASE Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-526200	DEPARTMENT SUPPLIES	2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535125-404003	STATE ASSISTANCE - STD	2,000.00	

2. Reason(s) for the above request is/are as follows:

TO ALLOCATED ADDITIONAL STATE FUNDS TO THE COMMUNICABLE DISEASE STD PROGRAM

Wanda Roberts  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

11/25, 2015  
[Signature]  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

November 25, 2015

FROM: MELANIE HARRIS, BUDGET MANAGER

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the SOIL CONSERVATION Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
28349610-526200	DEPARTMENT SUPPLIES	391.00	

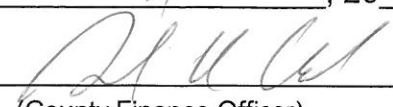
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
28334961-409909	FUND BALANCE APPROP STATE	391.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds for uniform shirts and caps.

  
\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2015  
  
\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)



**SAMPSON COUNTY SOIL AND WATER  
NEW AGRI. BUILDING  
84 COUNTY COMPLEX RD.  
CLINTON, NC 28328-4727**

**TO:** David Clack, Finance Officer

**SUBJECT:** Fund Balance Approp State

**DATE:** November 25, 2015

**FROM:** Melanie Harris, Department Head  
Sampson Soil and Water

This is to request permission to use funds in Fund Balance Approp State revenue acct 28334961-409909 to purchase shirts and caps for the Clinton field office staff and SWCD board members. The SWCD district board unanimously approved the use of these funds in their monthly board meeting on November 24, 2015.

I have completed a budget amendment to move these funds into our Departmental Supplies account 28349610-526200.



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

11/25/15

FROM: COOPERATIVE EXTENSION SERVICE

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

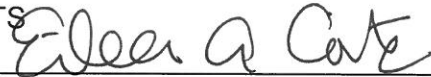
1. It is requested that the budget for the CES LAGOON MANAGEMENT & AG PROGRAMS Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449560-526200	DEPARTMENTAL SUPPLIES	\$2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034956-404010	LAGOON MGMT & AG PROGRAMS	\$2,000.00	

2. Reason(s) for the above request is/are as follows:

TO UTILIZE FUNDING FROM THE SAMPSON COUNTY 2014 FIRST PLACE JOHN L. SMITH PESTICIDE CONTAINER RECYCLING AWARD TO PURCHASE ITEMS IN THE DEPARTMENTAL SUPPLIES EXPENDITURE ACCOUNT DESIGNATED FOR THE LAGOON MANAGEMENT & AG PROGRAMS TO FURTHER PESTICIDE CONTAINER RECYCLING EFFORTS

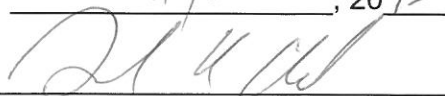


(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

11/25, 2015



(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Special Revenue

Budget Amendment #: 1

The Clinton City Board of Education at a meeting on the 10<sup>th</sup> day of December 2015, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING


Total appropriation in current budget	\$1,174,049.00
Total increase/decrease of amendment	\$ 22,802.84
Total appropriation in amended budget	\$1,196,851.84

Passed by majority vote of the Clinton City Board of Education on the 24 day of November 2015

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2015.

  
\_\_\_\_\_  
Chairman, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND:

CODE	DESCRIPTION	INCREASE	DECREASE
8.4910.000.000.000.000.00	Fund Balance Appropriated	\$ 15,183.28	
8.5110.506.411.000.304.36	Grant:Lowe's Toolbox grant	\$ 4,965.00	
8.5110.506.411.000.308.41	Grant:Lowe's Strength Training	\$ 5,000.00	
8.5110.506.411.000.316.42	Grant:Toolbox for Education	\$ 5,000.00	
8.5110.506.462.000.304.40	Grant:Operation Round up	\$ 218.28	
	<b>Carryover grants from 2014-2015</b>		
8.4910.000.000.000.000.00	Fund Balance Appropriated	\$ 2,000.00	
8.5110.505.411.320.320.35	Grant:SMS Band Grant	\$ 2,000.00	
	<b>Carryover grant from 2014-2015</b>		
8.4910.000.000.000.000.00	Fund Balance Appropriated	\$ 640.56	
8.5110.505.411.330.330.32	Grant:Ann McGovern Grant	\$ 318.58	
8.5110.505.414.330.330.31	Grant:Ann McGovern Grant	\$ 321.98	
	<b>Carryover grant from 2014-2015</b>		
8.4430.505.000.000.000.00	Simple Gifts Grant Awards	\$ 4,979.00	
8.5110.505.333.330.330.02	Grant: Back in the Day	\$ 2,779.00	
8.5110.505.333.330.330.01	Grant: Freedom Train	\$ 2,200.00	
	<b>Grant Awards 2015-2016</b>		

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Federal

Budget Amendment #: 1

The Clinton City Board of Education at a meeting on the 10th day of December 2015, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING


Total appropriation in current budget	\$2,650,333.70
Total increase/decrease of amendment	\$ (88.24)
Total appropriation in amended budget	\$2,650,245.46

Passed by majority vote of the Clinton City Board of Education on the 34 day of November 2015

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2015.

  
\_\_\_\_\_  
Chairman, Board of Education

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Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Secretary, Board of Education

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Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: Federal

CODE	DESCRIPTION	INCREASE	DECREASE
3600.070.000.000.000.00	IDEA - Early Intervening Services	\$ 8.72	
5110.070.233.000.000.00	Unemployment		\$ 0.80
5110.070.312.000.000.00	Staff Development	\$ 3,000.00	
5110.070.411.000.000.00	Supplies and Material		\$ 9,208.78
5840.070.146.000.000.00	Health Services Specialist		\$ 80.50
5840.070.181.000.000.00	Supplement	\$ 1,300.00	
5840.070.211.000.000.00	Social Security	\$ 93.29	
5840.070.221.000.000.00	Retirement	\$ 141.33	
5840.070.231.000.000.00	Health Insurance		\$ 1,262.33
5840.070.317.000.000.00	Psychological Services-Contract	\$ 5,000.00	
8100.070.392.000.000.00	Indirect Cost	\$ 1,026.51	
	<b>Adjust budget to actual needs</b>		
3600.049.000.000.000.00	IDEA - Pre School Handicapped		\$ 96.96
5230.049.121.000.000.00	Salary: Teacher		\$ 253.00
5230.049.129.000.000.00	Salary: Additional Pay	\$ 230.00	
5230.049.142.000.000.00	Salary: Teacher Assistant		\$ 89.18
5230.049.181.000.000.00	Supplement		\$ 2.30
5230.049.211.000.000.00	Social Security		\$ 8.74
5230.049.221.000.000.00	Retirement		\$ 86.65
5230.049.231.000.000.00	Health Insurance		\$ 3.86
5230.049.411.000.000.00	Supplies and Materials		\$ 246.83
8100.049.392.000.000.00	Indirect Cost	\$ 363.60	
	<b>Adjust budget to actual exp and rev</b>		

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Local

Budget Amendment #: 1

The Clinton City Board of Education at a meeting on the 10th day of December 2015, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING


Total appropriation in current budget	\$5,299,215.00
Total increase/decrease of amendment	\$ 22,000.00
Total appropriation in amended budget	\$5,321,215.00

Passed by majority vote of the Clinton City Board of Education on the 24 day of November 2015

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2015.

  
\_\_\_\_\_  
Chairman, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: Local

CODE	DESCRIPTION	INCREASE	DECREASE
2.4430.000.000.000.000.00	Teach for America Fees	\$ 15,000.00	
2.5110.001.311.000.000.00	Contracted Services	\$ 15,000.00	
	<b>Budget for Teach for America</b>		
2.4430.000.000.000.000.00	2015 TOY Funds	\$ 5,000.00	
2.5110.061.411.304.304.64	TOY Supply Allotment	\$ 500.00	
2.5110.061.411.308.308.64	TOY Supply Allotment	\$ 500.00	
2.5110.061.411.316.316.64	TOY Supply Allotment	\$ 3,000.00	
2.5110.061.411.320.320.64	TOY Supply Allotment	\$ 500.00	
2.5110.061.411.330.330.64	TOY Supply Allotment	\$ 500.00	
	<b>Budget TOY funds</b>		
2.4430.000.000.000.000.00	TOY refund	\$ 2,000.00	
2.5870.028.312.304.304.00	Staff Development - Butler	\$ 2,000.00	
	TOY resigned-Refunded money recd		
2.6610.801.418.000.000.00	Computer Software		\$ 6,000.00
2.6400.015.311.000.120.00	Technology Contracted Services	\$ 6,000.00	
	Changed acct for pay of Tech contracts		

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: State

Budget Amendment #: 1

The Clinton City Board of Education at a meeting on the 10th day of December 2015, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING

Total appropriation in current budget	\$18,142,131.00
Total increase/decrease of amendment	\$ 184,700.66
Total appropriation in amended budget	\$18,326,831.66

Passed by majority vote of the Clinton City Board of Education on the 24 day of November 2015

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2015.

  
\_\_\_\_\_  
Chairman, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Secretary, Board of Education

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Secretary, Board of County Commissioners



BUDGET AMENDMENT DETAIL

FUND: State

CODE	DESCRIPTION	INCREASE	DECREASE
1.5110.130.412.000.000	Textbook Carryover	\$ 188,844.66	
1.3211.130.000.000.000	Textbook Carryover	\$ 188,844.66	
1.5110.001.121.000.000	Classroom Teachers		\$ 2,776.00
1.6540.003.173.000.000	Non Instructional Support Personnel		\$ 241.00
1.5120.013.121.000.000	Vocational Education		\$ 357.00
1.5120.014.411.308.308	Vocational Education-Program Support		\$ 16.00
1.5110.024.181.000.000	Disadvantaged Student Supplemental		\$ 80.00
1.5110.027.142.000.000	Teacher Assistants		\$ 259.00
1.5260.034.121.000.000	Academically Gifted		\$ 52.00
1.6550.056.171.000.000	Transportation		\$ 108.00
1.5110.061.411.000.000	Materials and Supplies		\$ 29.00
1.5310.069.121.000.000	At Risk Students		\$ 197.00
1.3100.000.000.000.000	State Revenue		\$ 4,115.00
1.5110.130.412.000.000	Textbooks		\$ 29.00
1.3211.130.000.000.000	Textbook revenue		\$ 29.00
	Rev 13:LEA Reduction/Virtual Charter		

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Capital Outlay

Budget Amendment #: 1

The Clinton City Board of Education at a meeting on the 10th day of December 2015, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ 491,346.00
Total increase/decrease of amendment	\$ 4,904.62
Total appropriation in amended budget	\$ 496,250.62

Passed by majority vote of the Clinton City Board of Education on the 24 day of November 2015

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2015.

  
\_\_\_\_\_  
Chairman, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: Capital Outlay

CODE	DESCRIPTION	INCREASE	DECREASE
4.4910.000.000.000.000.00	Fund Balance Appropriated	\$ 4,404.62	
4.9020.001.541.304.304	Equipment	\$ 4,404.62	
	<b>Butler PTSO funds for equip purchase</b>		
4.4910.000.000.000.000.00	Fund Balance Appropriated	\$ 500.00	
	<b>To correct rev appr on budget resolu</b>		

#3  
**BUDGET AMENDMENT**  
**SAMPSON COUNTY BOARD EDUCATION**  
**Capital Outlay**  
**Special Projects**

The Sampson County Board of Education at a meeting on the 23rd of November passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

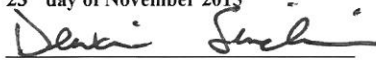
From:

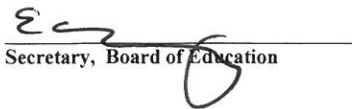
4.9100.077.529.347.001	HMS-Control Access Entry	10,000.00
4.9100.077.529.347.002	HMS-Control Access Door Lock	7,500.00
4.9100.077.529.347.003	HMS-Additional Security Cameras	7,500.00
4.9100.077.532.000.000	District Wide Asbestos Removal	5,000.00
4.9100.077.461.372.004	RSMS-Blind Replacement	10,000.00
4.9100.077.461.004.000	Custodial Equipment	2,000.00
4.9100.077.529.100.000	Mobile Units	8,500.00
4.9200.077.461.000.001	Furniture & Blinds	7,500.00
4.9300.502.551.000.000	Activity-Vehicle Bus	11,300.00
4.9100.077.529.001.000	Central Office Interior Upgrade	7,500.00
4.9100.077.461.388.005	UHS-Parking Bumpers	2,200.00
4.9100.077.529.388.001	UHS-Auditorium Floor	10,000.00
4.9100.077.529.370.001	UMS-Repair Football Field	5,000.00
4.9100.077.461.370.003	UMS-Foyer –Conference Furniture	2,000.00
4.9100.077.529.350.007	MES-Enclosure Walkway	10,000.00
4.9100.077.461.354.007	MMS-Bus Entry Gate	2,000.00
4.9100.077.529.352.001	MHS-Baseball-Softball Walkway	2,000.00
4.9100.077.461.352.001	MHS-White Fencing	2,000.00
4.9100.077.461.364.003	PVES-Classroom-Cafeteria Blinds	1,500.00
4.9100.077.461.354.005	MMS-Classroom Furniture	3,500.00
4.9100.077.529.349.011	LHS-Student Parking-Driveway	8,000.00
4.9100.077.529.312.000	RES-Additional Fencing	6,000.00
4.9100.077.529.312.001	RES-Bookshelves-Dividers Media Center	2,000.00
4.9100.077.461.376.000	SES-Blind Replacement	5,000.00
4.9100.077.461.346.006	HES-Classroom Furniture	7,000.00
4.9100.077.461.348.010	HHS-Band Room Lockers	<u>12,000.00</u>
	<b>Total</b>	<b>\$ 157,000.00</b>

To:

4.9100.077.461.000.000	District-HVAC Replacements	25,000.00
4.9100.077.541.000.000	District Wide Fire Systems	5,000.00
4.9100.077.529.005.000	District Wide – Campus Improvements	10,000.00
4.9100.077.541.354.001	MMS-Chiller Replacement	<u>117,000.00</u>
	<b>Total</b>	<b>\$ 157,000.00</b>

Passed by the majority vote of the Board of Education of Sampson County on the 23<sup>rd</sup> day of November 2015

  
 Chairman, Board of Education

  
 Secretary, Board of Education

We, the Board of County Commissioner of Sampson County hereby approve the changes in the County School Budget as indicated above and have made entry of these changes on the minutes of said Board, the \_\_\_\_\_ day of November 2015.

\_\_\_\_\_  
 Chairman, Board of Commissioners

\_\_\_\_\_  
 County Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.         5    

Meeting Date:    December 7, 2015	<input checked="" type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

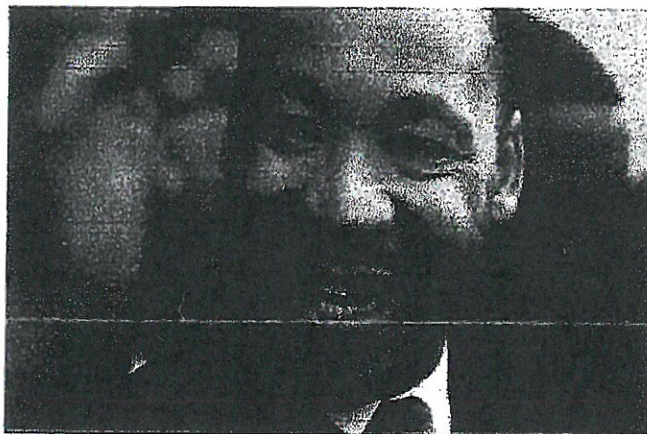
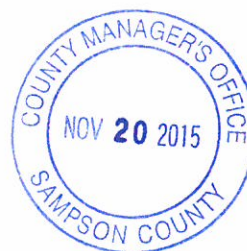
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INFORMATION ONLY

*For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.*

- a.        Announcement of Martin Luther King, Jr. Banquet January 18, 2015

CLINTON- SAMPSON  
CHAMBER OF COMMERCE  
MULTICULTURAL BUSINESS COMMITTEE



DR. MARTIN LUTHER KING, JR.

The Multicultural Business Committee of the Clinton-Sampson Chamber of Commerce would like to extend to you the opportunity to attend and support our 16<sup>th</sup> annual tribute to Dr. Martin Luther King, Jr. Support from community leaders, such as you, have made past programs a success. The committee appreciates your financial support as a sponsor of past tributes to Dr. King. This year we are asking for your support again in helping to make our 16<sup>th</sup> annual banquet just as awesome and unforgettable as our past programs have been. We also request your presence at our banquet to be held on Monday January 18, 2016 @12 Noon at the Sampson County Exposition Center.

Our theme last year was " FROM WHERE HAVE WE COME / TO WHERE ARE WE HEADED".  
Our theme this year is "**just where are we now.**"

Please know that your financial support is much needed and appreciated. If you have not budgeted for a contribution to this event, we hope that you will do so in the future so that we can continue to present this program to the citizens of our community. All contributions should be mailed payable to the Clinton-Sampson Chamber of Commerce and earmarked for Dr. Martin Luther King Jr. Business Reception.

Again, the Multicultural Business Committee appreciates your past support and thank you in advanced for all contributions you will make this year. We promise a wonderful lunch and memorable words of reflection honoring Dr. King and his legacy to equality, freedom and liberty.

For additional information regarding this event, please contact the Chamber of Commerce @ 910-592-6177.

We look forward to seeing you January 18, 2016

## POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

A period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business.

As with Public Hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Generally, each speaker will be allocated five (5) minutes. **Speakers may not allocate their time to another speaker.** The Chairman (or presiding officer) may, at his discretion, decrease this time allocation, if the number of persons wishing to speak would unduly prolong the meeting.

The Public Comment period shall not exceed a total of thirty (30) minutes unless the Board entertains a successful majority vote to extend this period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk to the Board prior to the opening of the meeting by signing his or her name, address and a short description of his or her topic on a sign-up sheet stationed in the lobby of the County Auditorium.

If time allows, those who fail to register before the meeting may speak during the Public Comment period. These individuals will speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer); and then state his or her name, address and introduce the topic to be addressed.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained.

Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; **there shall be no expectation that the Board will answer impromptu questions.** However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. The Board will not take action on an item brought up during the Public Comments segment of the agenda and, when appropriate, items will be referred to the Manager or the proper Department Head.