



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
September 8, 2015**

**7:00 pm Convene Regular Meeting (County Auditorium)**  
Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Roads**

**Tab 1 Reports and Presentations**

a. Recognition of Retiree 1

**Tab 2 Action Items**

a. Emergency Management/Fire Marshal – Proposal for Completion of  
Countywide Fire Inspections 2 - 11

b. Public Works – Award of Bid for Construction of Water Line from Burch  
Road to I-40 Tank Site 12 - 18

c. Clinton Sampson Airport 19 - 28

- Award of Bid for Access Road Construction
- Letter of Commitment to NCDOT Division of Aviation

d. Solid Waste Contracts 29 - 40

- Renewal of Scrap Tire Contract
- Amendment to Electronic Waste Contract

e. Public Hearing – Naming of Private Roads 41 - 43

f. Appointments: CCAP (Action Pathways) Board 44

**Tab 3 Consent Agenda** 45

a. Approve the minutes of the August 3, 2015 meeting 46 - 52

b. Adopt a resolution proclaiming September as Alcohol and Drug  
Addiction Recovery Month 53

c. Approve the execution of the forestry services contract for Fiscal Year  
2015-2016 54 - 56

d. Adopt a resolution authorizing the submission of a grant application, on  
behalf of Brooks Brothers Group, Incorporated, for Building Reuse Grant  
funding 57

e. Approve the execution of the lease agreement between the County and  
Plain View Volunteer Fire Department for a portion of their property  
located at 5055 Plain View Highway 58 - 66

**Tab 3 Consent Agenda, continued**

- f. Approve a request from Emergency Management to destroy certain records pursuant to the NC Records Retention and Disposition Schedule 67 - 69
- g. Approve the rental fee increases recommended by the Parks and Recreation Advisory Board for picnic shelters, ballfields and equipment bags 70
- h. Approve attorney contracts with Warrick & Bradshaw (Contract #13), and the Law Office of Melissa Hales (Contract #14) for services for the Sampson County Department of Social Services 71 - 120
- i. Approve, as a second reading, the amendment of the Animal Control Ordinance to establish a Dangerous Dog Permit Fee 121
- j. Approve tax refunds as submitted 122 - 131
- k. Approve budget amendments as submitted 132 - 151

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- a. Garland Community Day Celebration 153 - 154
- b. NCACC and NACO Resolution: Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jail 155 - 159

**Tab 5 Public Comment Period (See policies and procedures in agenda.)**

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

**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.     2 (a)

Meeting Date: September 8, 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:

DEPARTMENT:                      Emergency Management/Fire Marshal – Proposal for Completion of Countywide Fire Inspections

PUBLIC HEARING:                      No

CONTACT PERSON:                      Ronald Bass, EMS Director  
     Edwin W. Causey, County Manager

PURPOSE:                                To consider proposal that would allow County to recoup costs for fire inspections and ensure inspections are conducted efficiently, regularly and equitably countywide

ATTACHMENTS:                        Memorandum; Fire Inspection Program Budget; Fire Inspection Fee Schedule

BACKGROUND:                         At the Board’s 2015 annual planning session, staff was challenged to scrutinize our programs and service areas to ensure that our services are matched, to the extent possible, by offsetting revenues and that our services are provided as efficiently and equitably as possible. As part of these discussions, the Board asked staff to review our costs for assisting municipalities with fire marshal and building inspections services and our obligations to provide same.

GS 153A-352 requires a county’s inspection department to enforce within the county’s “territorial jurisdiction” State and local laws, and local ordinances and regulations relating to the construction of buildings; the installation of such facilities as plumbing, electrical, heating, refrigeration and air-conditioning systems; the maintenance of buildings in safe, sanitary and healthful condition, as well as other matters which may be specified by the board of commissioners. GS 160A-412 imposes a similar obligation for municipalities to provide for inspections within their “territorial jurisdiction” which seems to indicate that counties are under no statutory obligation to offer such services within incorporated municipalities. As you know, the cost of building inspection services is offset somewhat by the fees paid by those citizens or

(continued next page)

contractors requesting such services. As such, the County has been, and is willing to continue, assisting municipalities in the performance of those duties and responsibilities set forth by GS 160A-412 for building inspections.

Conversely, however, the absence of a similar fee schedule for fire inspections does not afford the County the same opportunity to recoup our costs for sufficient personnel, and thus hampers our ability to conduct fire inspections efficiently, regularly and equitably. There are essentially two options: the municipal governments could assume the responsibility for and costs of fire inspection services within their territorial jurisdiction, or the County could continue to provide fire inspections services (as their agent) within their municipal jurisdictions under a fee structure that allows the County to recoup the cost of providing such service.

The staff of the Emergency Management/Fire Marshal's Office has developed a proposal for staffing and a fee schedule that would allow the County to conduct fire inspections countywide to meet the requirements of the Fire Prevention Code as of July 1, 2016. EMS Director Ronald Bass will recap the proposal for the Board. Key issues:

- The proposal is developed to ensure there is no additional cost to the County to complete all inspections with no additional costs to the County. (If adopted, the proposal may need to be revisited after a year to ensure fees adequately cover costs.)
- If the County performs all the inspections, two additional inspectors will be needed; if the City of Clinton (where the majority of the inspections are conducted) were to have their own inspector, then only one new inspector would be needed.
- An invoice would be left at each inspection with the fees remitted to and collected by the respective municipality. Regardless of fee collection, the municipalities would be responsible for the payment for inspections done within their jurisdiction.
- Approval of the proposal is sought now to allow collaboration with the municipalities for implementation in July 2016.

RECOMMENDED  
ACTION OR MOTION:

Consider approval of the plan for completion of fire inspections countywide and associated fee schedule



**M E M O R A N D U M :**

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

**FROM:** <sup>RB</sup> Ronald Bass, Emergency Management

**DATE:** August 17, 2015

**SUBJECT: Fire Inspections**

Please find attached a proposal for completing fire inspections countywide as well as the municipalities. Our office currently conducts fire inspections countywide and all municipalities. We are currently unable to meet the requirements of the Fire Prevention Code due to being understaffed.

We feel this proposal if approved would allow our office to meet the required inspections in a timely and professional manner.

Your consideration of this proposal would greatly be appreciated. Please feel free to contact me should you have any questions.

RB/dhd

Attachments

### ***Proposal for Completion of Countywide Inspections***

We have completed the inspection survey to determine the total number of occupancies that are required to be inspected. The state mandated inspection schedule is based on the occupancy classification: Assembly, Business, Educational, Institutional, Factory Industrial, Residential, Storage, Mercantile or Hazardous. The schedule requires each occupancy to be inspected semi-annually, annually, bi-annually or once every three years based on the classification. We determined there were a total of 2,272 occupancies throughout the county. Of the 2,272 occupancies, 772 were located in the county, 960 were located within the City limits and ETJ of Clinton, and the remaining 540 were located in the other municipalities. Based on the inspection schedule, our office would need to complete 1,009 inspections each year just to meet the minimum inspection schedule. This does not include compliance inspections, rough-in inspections, acceptance testing or other requested inspections.

As we have discussed over the past months, we simply do not have the staff to complete the required number of inspections. The county has provided the service throughout the county and in each municipality since fire prevention inspections were mandated by the state in the early 90's. Over the course of the last 20 years the Fire Code has transitioned from a maintenance code, at its initial adoption, to a code that is equally devoted to new construction. Fire prevention inspections and fire investigations are now a graded part of the fire service rating inspections and now have an impact on the cost of homeowners insurance throughout the county. Sampson County, unlike most jurisdictions throughout the state, has not implemented inspection fees to defray the cost of delivering the service. Likewise the county has provided the service for each municipality who ultimately has the statutory obligation within the corporate limits.

We believe adopting an inspection fee schedule would be the best option in moving forward to fund the additional staff necessary to do countywide inspections efficiently and equitably. This fee schedule would be in addition to the permit fee schedule already approved. If the county continues to provide service in each of the municipalities, we would need two additional inspectors. If the City of Clinton, who has expressed an interest, assumes fire prevention inspections within the city limits of Clinton we would only need one additional inspector. If the municipalities elect for the county to continue providing the service we recommend the following:

- The governing board of each municipality would approve a Memorandum of Understanding (MOU) in addition to the resolutions that were adopted in 2009 and 2010 that addressed the county performing inspections services within the municipal jurisdictions.
- The MOU would address, as referenced in ***item IV and VII*** of the resolution the new fee schedule.
- The MOU would require each municipality to bear the responsibility of collecting all fees associated with the delivery of inspections throughout their corporate limits.
- The Fire Marshal's Office will issue an invoice with each inspection conducted to the respective business. The invoice will require the respective business to remit payment to the respective municipality.

- A statement for payment will be issued to the municipal jurisdiction each month from the Fire Marshal's Office for inspections that have been conducted and invoiced with the corporate limits.
- As stated in *item 1* of the municipal resolutions, inspectors from the Fire Marshal's Office shall be considered a municipal employee while exercising the duties of an inspector within the municipality. Likewise all concerns arising from the delivery of the inspections shall be directed to the Fire Marshal's Office or the respective municipal governing body.



# Fire Marshal's Office Inspection Fee Schedule

## *Building Plan Review*

Plan Review (New Construction)	.02 per square foot
(\$25.00 minimum)	
Plan Review (Change of use, Alterations or Repairs)	.01 per square foot
(\$25.00 minimum)	

## *Inspection Fees*

5,000 square foot or less	\$50.00
5,001 – 15,000 square foot	\$75.00
15,001 – 50,000 square foot	\$125.00
50,000 – 100,000 square foot	\$175.00
Greater than 100,000 square foot	\$250.00
Foster Homes & Therapeutic Homes	\$75.00
Group Homes & Assisted Living in a SFD	\$75.00
ABC Permit Inspections	\$150.00
2 <sup>nd</sup> Compliance Inspection	\$45.00
3 <sup>rd</sup> Compliance Inspection	\$65.00
4 <sup>th</sup> Compliance Inspection	\$85.00

- Inspection fee will encompass a regular scheduled inspection and one compliance inspection.
- Any industry, complex or facility comprised of multiple buildings; each building issued an address will be considered a separate inspection.
- Existing permit fee schedule; no change.
- Public Schools will be exempt from scheduled inspection fees. Permit fees will be assessed.
- County and municipal owned structures will be exempt from scheduled inspection fees. Permit fees will be assessed.
- Any plan review, rough-in inspection, hydro testing, acceptance testing and other special inspections to include tank removals, tank installations, tents and air supported structures, carnivals and fairs, exhibit and trade shows, amusement buildings and explosives which currently require a permit will be covered under the existing permit fee schedule.
- An invoice for all inspection fees and permit fees, generated at the time of the inspection, will be issued to the respective business. The business or responsible party will remit all fees to the respective jurisdiction.
- Each respective jurisdiction will be responsible for collections.
- The Fire Marshal's Office will provide a monthly statement for payment to each municipality.
- Plan Review fees shall be submitted with plans to the Fire Marshal's Office.
- Inspections conducted in a single family dwelling (SFD); foster homes, group homes and assisted living facilities must be prepaid to the Fire Marshal's Office.
- Inspections requested for an ABC license must be prepaid to the Fire Marshal's Office.
- Each respective jurisdiction will be responsible for the collection of fees for citations issued in the jurisdiction.

**Permit Fee Schedule**

<b>Code</b>	<b>Type</b>	<b>Proposed</b>	<b>Current</b>
<b>Operational</b>			
105.6.2	Amusement Buildings (Not required in fairs)	\$30.00	\$50.00
105.6.4	Carnivals and fairs	\$50.00	\$25.00
105.6.6	Combustible dust operations	\$30.00 (annually)	\$25.00 (annually)
105.6.8	Compressed gases	\$30.00 (annually)	
105.6.9	Covered mall buildings	\$30.00 (annually)	\$25.00 (annually)
105.6.10	Cryogenic fluids	\$30.00 (annually)	
105.6.11	Cutting and Welding	\$30.00 (annually)	
105.6.12	Dry Cleaning Plants	\$30.00 (annually)	
105.6.13	Exhibits and trade shows	\$50.00	\$25.00
105.6.14	Explosives	\$250.00	\$75.00
105.6.16	Flammable/Combustible liquids	\$30.00 (annually)	\$50.00 (annually)
105.6.19	Fumigation	\$50.00	\$25.00
105.6.20	Hazardous Materials	\$60.00 (annually)	
105.6.22	High Piled Storage	\$30.00 (annually)	
105.6.23	Hot work operations or programs	\$30.00	
105.6.24	Industrial Ovens	\$30.00 (annually)	
105.6.25	Lumber Yards/Woodworking plants	\$30.00 (annually)	
105.6.28	Magnesium	\$60.00 (annually)	
105.6.29	Miscellaneous combustible storage	\$30.00 (annually)	
105.6.26	Liquid/Gas fueled vehicles assembly	\$50.00	\$25.00
105.6.36	Pyrotechnic/Special effects	\$250.00	\$75.00
105.6.38	Refrigeration equipment	\$30.00 (annually)	
105.6.39	Repair garages/Motor fuel facilities	\$30.00 (annually)	
105.6.41	Spraying and dipping	\$30.00 (annually)	
105.6.42	Storage of scrap tires	\$30.00 (annually)	\$25.00 (annually)
105.6.43	Temporary membrane structures	\$50.00	
105.6.45	Waste handling	\$60.00 (annually)	

<b>Code</b>	<b>Type</b>	<b>Proposed</b>	<b>Current</b>
<b>Construction</b>			
105.7.1	Automatic Fire Extinguishment System	\$100.00	
105.7.2	Battery System	\$50.00	
105.7.3	Compressed Gases	\$50.00	\$50.00
105.7.4	Cryogenic Fluids	\$50.00	
105.7.5	Fire Alarm & Detection Systems	\$100.00	
105.7.6	Fire Pumps & Related Equipment	\$200.00	
105.7.7	Flammable & Combustible Liquids	\$50.00 (per tank)	\$50.00
105.7.8	Hazardous Materials	\$100.00 (includes spills)	\$75.00
105.7.9	Industrial Ovens	\$50.00	\$25.00
105.7.11	Private Fire Hydrants	\$50.00 (per hydrant)	
105.7.12	Spraying & Dipping	\$50.00	\$50.00
105.7.13	Standpipe System	\$50.00	
105.7.14	Temporary structures, tents (Occupant loads of 299 or more) (Based on 5 sq. ft. per person)	\$0.00	\$0.00
		\$25.00	\$25.00
<b>Re-Inspection Fees</b>			
	First Re-Inspection Fee	\$45.00	\$45.00
	Second Re-Inspection Fee	\$65.00	\$65.00
	Third Re-Inspection Fee	\$85.00	\$85.00
<b>Special or Requested Inspections</b>			
	ABC Permit Inspections	\$150.00	
	Foster & Therapeutic Home Inspections	\$75.00	
	Group Homes & Assisted Living Facilities in a SFD	\$75.00	

***This schedule amends the previous fee schedule adopted by BOC 08/04/2008***

## Fire Inspection Program Budget

Expenditures:	<u>Current Budget</u>	<u>Plus 1 Inspector</u>	<u>Plus 2 Inspectors</u>
Salaries	18,906.00	54,546.00	90,186.00
FICA	1,173.00	3,383.00	5,593.00
Medicare FICA	275.00	792.00	1,309.00
Retirement	1,277.00	3,683.00	6,089.00
Group insurance	5,394.00	16,182.00	26,970.00
Dental insurance	182.00	546.00	910.00
Unemployment insurance	175.00	385.00	595.00
Worker's comp	837.00	2,511.00	4,185.00
401(k) County	946.00	2,728.00	4,510.00
Department supplies	300.00	900.00	1,500.00
Uniforms	250.00	600.00	950.00
Gas, oil, and tires	700.00	2,500.00	4,300.00
Vehicle maintenance	600.00	1,644.00	2,703.00
Capital outlay*	-	-	-
	<u>31,015.00</u>	<u>90,400.00</u>	<u>149,800.00</u>

\* Capital outlay is expected to be funded by grant funds.

Revenues:			
Fire inspection fees	17,910.00	90,400.00	149,800.00
Net County cost	(13,105.00)	-	-





August 31, 2015

Sampson County  
 Mr. Edwin Causey  
 County Manager  
 406 County Complex Road  
 Clinton, NC 28328

RE: Letter of Recommendation for Award  
 Sampson County NC 403 Water Main

Dear Mr. Causey:

Bids for the Sampson County NC 403 Water Main were received on Thursday, August 27, 2015 at 2:00 pm at the Sampson County Public Works Office located at 827 SE Blvd., Clinton, NC. After declaring bidding closed, it was noted that six bidders had submitted bid proposals for the project. Five of the bidders were present for the bid opening. The following questions were asked and received unanimous responses noted in italics:

- There were two addenda issues, were the addenda received? *Yes.*
- Was anyone denied the right to bid? *No.*
- Are there any objections to proceeding with the bid opening? *No.*

Each of the six bid proposals were then opened and read aloud. Subsequent to the bid opening, Dewberry Engineers Inc. (Dewberry) has reviewed and analyzed the six bids received. It is our opinion that all six bidders submitted responsive, responsible bids. A summary of each bidders bid proposal is provided below and the Certified Bid Tabulation is enclosed for your reference.

<b><u>Bidder</u></b>	<b><u>Location</u></b>	<b><u>Total Base Bid</u></b>
Herring-Rivenbark, Inc.	Kinston, NC	\$328,185.00
Tony E. Hawley Construction Co., Inc.	Kenly, NC	\$337,481.41
Sanford Contractors, Inc.	Sanford, NC	\$357,149.61
Ralph Hodge Construction Co., Inc.	Wilson, NC	\$362,000.00
McMahan Brothers Pipeline, Inc.	Lexington, SC	\$420,150.00
ELJ, Inc.	Jacksonville, NC	\$452,675.00

The NC 403 Water Main (water main) project will provide approximately 6,200 linear feet of 12-inch water main beginning at the intersection NC 403 and Burch Road and extending to the I40/NC 403 Elevated Water Storage Tank (tank) located on the east side of I40. The water main is required to provide water service to the Enviva site and the I40/NC 403 interchange. The tank, which is currently under contract, is required to provide adequate fire protection storage for Enviva and to enable future development at the I40/NC 403 interchange.

This project (tank and 12-inch water main) is being funded by the Golden Leaf Foundation, the NC Department of Commerce Rural Economic Development Division, and the NC Department of Commerce Small Cities Community Development Block Grant – Economic Development (CDBG-ED). The total funding available from these three sources for construction of the tank and water main is \$1,706,500. A summary of the construction funding is provided below:


Total Construction Budget .....	\$1,706,500.00
Tank Contract (Caldwell Tanks, Inc.) .....	(\$1,357,054.00)
Water Main Contract (to be awarded) .....	(328,185.00)
Remaining Construction Budget Contingency .....	\$21,261.00

Dewberry recommends that Samson County award the Contract for the NC 403 Water Main project to Herring-Rivenbark, Inc., the apparent low, responsible, responsive bidder in the amount of \$328,185.00. Awarding the Contract for this amount will preserve \$21,261.00 in contingency funds for the remainder of these projects.

Should have you have any questions or comments, please call me at (919) 424-3770.

Sincerely,

Dewberry Engineers Inc.



Matthew B. West, P.E., LEED AP BD+C  
Project Manager

Enclosures: Bid Tabulation

Cc: Lee Cannady, Sampson County  
Mac Ellen Brown, Sampson County  
Susan Holder, Sampson County  
John Swope, Sampson County Economic Development Commission  
Skip Green, Skip Green and Associates  
Joel Starling, Daughtry, Woodard, Lawrence & Starling



**BID TABULATION**

OWNER: Sampson County, North Carolina  
 PROJECT: Sampson County NC 403 Water Main  
 LOCATION: Sampson County Public Works, 827 SE Blvd., Clinton, NC 28328  
 BID OPENING DATE: August 27, 2015

*Matthew B. Whit*  
 Certified as Correct



ITEM	DESCRIPTION	PAY UNIT	QUANTITY	Herring-Rivenbark, Inc. Kinston, NC		Tony E. Hawley Construction Co., Inc. Kenly, NC		Sanford Contractors, Inc. Sanford, NC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
General									
1	Mobilization (Limited to 1.5% Total Bid)	JOB	1	\$4,500.00	\$4,500.00	\$4,987.41	\$4,987.41	\$5,400.00	\$5,400.00
2	Clearing and Grubbing (31 10 00)	JOB	1	\$7,500.00	\$7,500.00	\$7,700.00	\$7,700.00	\$10,812.00	\$10,812.00
3	Silt Fence (31 32 11)	LF	1,100	\$2.75	\$3,025.00	\$3.00	\$3,300.00	\$3.24	\$3,564.00
4	Silt Fence Outlet (31 32 11)	EA	4	\$150.00	\$600.00	\$300.00	\$1,200.00	\$153.19	\$612.76
5	Wattle (31 32 11)	EA	27	\$75.00	\$2,025.00	\$127.00	\$3,429.00	\$82.00	\$2,214.00
6	Rolled Erosion Control Product (31 32 11)	LF	100	\$5.00	\$500.00	\$10.00	\$1,000.00	\$3.60	\$360.00
7	Rip Rap (31 32 11)	SY	20	\$60.00	\$1,200.00	\$60.00	\$1,200.00	\$56.77	\$1,135.40
8	Maintenance of Erosion Control Devices (31 32 11)	JOB	1	\$500.00	\$500.00	\$2,700.00	\$2,700.00	\$1,486.97	\$1,486.97
Water									
9	12" Water Main (SDR-21 PVC) (33 11 00)	LF	4,900	\$21.00	\$102,900.00	\$21.25	\$104,125.00	\$24.59	\$120,491.00
10	12" DIP (DIP CL. 50) (33 11 00)	LF	40	\$51.00	\$2,040.00	\$60.00	\$2,400.00	\$74.88	\$2,995.20
11	24" Steel Casing Bore & Jack (33 11 00)	LF	80	\$205.00	\$16,400.00	\$275.00	\$22,000.00	\$241.52	\$19,321.60
12	12" Carrier Pipe (DIP) w/ Field Lok Gaskets (33 11 00)	LF	100	\$47.50	\$4,750.00	\$70.00	\$7,000.00	\$58.98	\$5,898.00
13	12" Fusible PVC (DR-18) by Horizontal Directional Drilling Methods (33 11 00, 33 05 23.13)	LF	1,270	\$100.00	\$127,000.00	\$97.00	\$123,190.00	\$91.00	\$115,570.00
14	Testing, Clean up and Seeding for 12" and 24" Water Lines (Unit Price shall not be less than 15% of the unit price for the respective PVC water main size) (33 11 00)	LF	6,200	\$3.15	\$19,530.00	\$3.75	\$23,250.00	\$3.83	\$23,746.00

**BID TABULATION**

OWNER: Sampson County, North Carolina  
 PROJECT: Sampson County NC 403 Water Main  
 LOCATION: Sampson County Public Works, 827 SE Blvd., Clinton, NC 28328  
 BID OPENING DATE: August 27, 2015

ITEM	DESCRIPTION	PAY UNIT	QUANTITY	Herring-Rivenbark, Inc. Kinston, NC		Tony E. Hawley Construction Co., Inc. Kenly, NC		Sanford Contractors, Inc. Sanford, NC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
15	12" Gate Valve with Valve Box (33 11 00)	EA	2	\$2,005.00	\$4,010.00	\$2,500.00	\$5,000.00	\$2,020.58	\$4,041.16
16	Fire Hydrant Assembly w/4' Vertical Riser (33 11 00)	EA	1	\$4,095.00	\$4,095.00	\$3,700.00	\$3,700.00	\$4,570.08	\$4,570.08
17	Combination Air Release Valve in Manhole	EA	1	\$5,435.00	\$5,435.00	\$4,500.00	\$4,500.00	\$4,838.69	\$4,838.69
18	Connection to Existing Water Line (33 11 00)	EA	1	\$1,575.00	\$1,575.00	\$1,700.00	\$1,700.00	\$1,919.45	\$1,919.45
19	Traffic Control (33 11 00)	JOB	1	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00	\$1,531.91	\$1,531.91
20	Dry Bore of Driveways (33 11 00)	EA	7	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00	\$1,315.67	\$9,209.69
21	Concrete Paved Drive Repair and Replacement (31 23 00)	SY	10	\$60.00	\$600.00	\$60.00	\$600.00	\$79.75	\$797.50
22	Asphalt Paved Drive Repair and Replacement (31 23 00)	SY	10	\$50.00	\$500.00	\$50.00	\$500.00	\$63.97	\$639.70
23	Repair of Unpaved Driveways and Roads (6" depth) (31 23 00)	SY	700	\$5.00	\$3,500.00	\$7.00	\$4,900.00	\$12.84	\$8,988.00
24	Stability Stone (31 23 00)	LF	200	\$5.00	\$1,000.00	\$2.00	\$400.00	\$6.42	\$1,284.00
25	Select Material (31 23 00)	CY	250	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$22.89	\$5,722.50
<b>TOTAL BASE BID PRICE</b>					<b>\$328,185.00</b>		<b>\$337,481.41</b>		<b>\$357,149.61</b>
Alternate Bid #1 16: HDPE DR-9									
26	Net Difference in Cost (only) to Change 12" Fusible PVC (DR-18) to 16" HDPE Pipe (DR-9) by Horizontal Directional Drilling Methods (33 11 00, 33 05 23.13)	LF	1,270	-\$2.00	-\$2,540.00	\$45.00	\$57,150.00	\$38.92	\$49,428.40

BID TABULATION  
 OWNER: Sampson County, North Carolina  
 PROJECT: Sampson County NC 403 Water Main  
 LOCATION: Sampson County Public Works, 827 SE Blvd., Clinton, NC 28328  
 BID OPENING DATE: August 27, 2015

ITEM	DESCRIPTION	PAY UNIT	QUANTITY	Ralph Hodge Construction, Inc. Wilson, NC		McMahan Brothers Pipeline, Inc. Lexington, SC		ELJ, Inc. Jacksonville, NC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
General									
1	Mobilization (Limited to 1.5% Total Bid)	JOB	1	\$4,770.00	\$4,770.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
2	Clearing and Grubbing (31 10 00)	JOB	1	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
3	Silt Fence (31 32 11)	LF	1,100	\$3.50	\$3,850.00	\$3.00	\$3,300.00	\$3.00	\$3,300.00
4	Silt Fence Outlet (31 32 11)	EA	4	\$380.00	\$1,520.00	\$500.00	\$2,000.00	\$200.00	\$800.00
5	Wattle (31 32 11)	EA	27	\$130.00	\$3,510.00	\$100.00	\$2,700.00	\$125.00	\$3,375.00
6	Rolled Erosion Control Product (31 32 11)	LF	100	\$5.00	\$500.00	\$4.50	\$450.00	\$5.00	\$500.00
7	Rip Rap (31 32 11)	SY	20	\$45.00	\$900.00	\$25.00	\$500.00	\$80.00	\$1,600.00
8	Maintenance of Erosion Control Devices (31 32 11)	JOB	1	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
Water									
9	12" Water Main (SDR-21 PVC) (33 11 00)	LF	4,900	\$23.00	\$112,700.00	\$38.00	\$186,200.00	\$40.00	\$196,000.00
10	12" DIP (DIP CL. 50) (33 11 00)	LF	40	\$58.00	\$2,320.00	\$60.00	\$2,400.00	\$70.00	\$2,800.00
11	24" Steel Casing Bore & Jack (33 11 00)	LF	80	\$168.00	\$13,440.00	\$210.00	\$16,800.00	\$210.00	\$16,800.00
12	12" Carrier Pipe (DIP) w/ Field Lok Gaskets (33 11 00)	LF	100	\$58.00	\$5,800.00	\$90.00	\$9,000.00	\$50.00	\$5,000.00
13	12" Fusible PVC (DR-18) by Horizontal Directional Drilling Methods (33 11 00, 33 05 23.13)	LF	1,270	\$108.00	\$137,160.00	\$115.00	\$146,050.00	\$105.00	\$133,350.00
14	Testing, Clean up and Seeding for 12" and 24" Water Lines (Unit Price shall not be less than 15% of the unit price for the respective PVC water main size) (33 11 00)	LF	6,200	\$4.20	\$26,040.00	\$1.00	\$6,200.00	\$4.50	\$27,900.00

BID TABULATION  
 OWNER: Sampson County, North Carolina  
 PROJECT: Sampson County NC 403 Water Main  
 LOCATION: Sampson County Public Works, 827 SE Blvd., Clinton, NC 28328  
 BID OPENING DATE: August 27, 2015

ITEM	DESCRIPTION	PAY UNIT	QUANTITY	Ralph Hodge Construction, Inc. Wilson, NC		McMahan Brothers Pipeline, Inc. Lexington, SC		ELJ, Inc. Jacksonville, NC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
15	12" Gate Valve with Valve Box (33 11 00)	EA	2	\$2,250.00	\$4,500.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00
16	Fire Hydrant Assembly w/4' Vertical Riser (33 11 00)	EA	1	\$4,650.00	\$4,650.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
17	Combination Air Release Valve in Manhole	EA	1	\$4,450.00	\$4,450.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
18	Connection to Existing Water Line (33 11 00)	EA	1	\$1,500.00	\$1,500.00	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00
19	Traffic Control (33 11 00)	JOB	1	\$6,200.00	\$6,200.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
20	Dry Bore of Driveways (33 11 00)	EA	7	\$740.00	\$5,180.00	\$500.00	\$3,500.00	\$1,800.00	\$12,600.00 *
21	Concrete Paved Drive Repair and Replacement (31 23 00)	SY	10	\$76.00	\$760.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
22	Asphalt Paved Drive Repair and Replacement (31 23 00)	SY	10	\$50.00	\$500.00	\$50.00	\$500.00	\$100.00	\$1,000.00
23	Repair of Unpaved Driveways and Roads (6" depth) (31 23 00)	SY	700	\$10.00	\$7,000.00	\$6.00	\$4,200.00	\$8.00	\$5,600.00
24	Stability Stone (31 23 00)	LF	200	\$2.25	\$450.00	\$5.00	\$1,000.00	\$9.00	\$1,800.00
25	Select Material (31 23 00)	CY	250	\$20.00	\$5,000.00	\$10.00	\$2,500.00	\$15.00	\$3,750.00
<b>TOTAL BASE BID PRICE</b>					<b>\$362,000.00</b>		<b>\$420,150.00</b>		<b>\$452,675.00 *</b>
Alternate Bid #1 16: HDPE DR-9									
26	Net Difference in Cost (only) to Change 12" Fusible PVC (DR-18) to 16" HDPE Pipe (DR-9) by Horizontal Directional Drilling Methods (33 11 00, 33 05 23.13)	LF	1,270	\$13.00	\$16510.00 *	\$22.00	\$27,940.00	\$20.00	\$25,400.00

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (c)

	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
Meeting Date: September 8, 2015	<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: Clinton-Sampson Airport Matters

DEPARTMENT: Administration/Finance/Legal

PUBLIC HEARING: No

CONTACT PERSON: David Clack, Finance Officer  
Edwin W. Causey, County Manager  
Joel Starling, County Attorney

PURPOSE: To consider two items related to airport improvements, as recommended by the Airport Authority

ATTACHMENTS: Memo re: Bid; NCDOT Division of Aviation memo; Letter of Commitment

BACKGROUND: There are two items related to airport improvements for consideration:

Award of Bid for Airport Access Road Construction

The construction of an access road is necessary to provide a path to the other side of the airport at the end of the runway and to honor an easement agreement granted to an adjacent owner (the old access road has washed out). Bids were opened on August 20, 2015, with five responses received. The Airport Authority recommends the award of the bid to the lowest bidder, Wells Brothers Construction, at a total cost of \$285,035.20. The cost is funded 90% by Division of Aviation grant; the remaining 10% is split between the City and County. The County's 5% will be paid from funds previously reserved for airport capital projects.

Letter of Commitment for NCDOT Division of Aviation Regarding

Airport Safety To remain eligible for Division of Aviation grant projects for safety/maintenance needs, the Airport is required to execute a Letter of Commitment that allows NCDOT to provide safety/maintenance services on airport property.

RECOMMENDED ACTION OR MOTION: Two separate motions: 1) Award bid as recommended to low bidder, Wells Brothers Construction in the amount of \$285,035.20; and 2) Authorize execution of the Letter of Commitment with Division of Aviation

**Airport Project  
Access Road Bids**

Purpose: The construction of the access road is necessary to provide a path to the other side of airport property at the end of the runway and to honor the easement granted to an adjacent landowner. The old access was a farm road that has washed out and is in wetlands.

The bids were opened on August 20, 2015. Five vendors submitted bids.

Vendor	Amount
Wells Brothers Construction 34 Summerhill Road Turkey, NC	285,035.20
ES&J Enterprises, Inc. 1555 Holland Road Autryville, NC	297,301.00
Cole Land & Timber LLC PO Box 97 Southmount NC	299,805.25
Rifenburg Construction, Inc. 440 West Barbee St. Zebulon, NC	442,090.00
Barnhill Contracting Co. 800 Tiffany Blvd. Rocky Mount, NC	474,265.33

The Airport Authority met on 8/25/2015 and recommended awarding the bid to the lowest bidder which was Wells Brother Construction at a total cost of \$285,035.20

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

August 26, 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 2014-2015

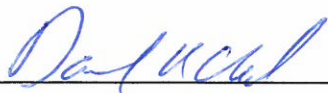
1. It is requested that the budget for the Airport Capital Projects be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
40981560-519500	Engineering	75,000.00	
40981560-519900	Other professional services	25,000.00	
40981560-559100	Access road construction	285,036.00	
40981560-558018	Erosion control measures	50,000.00	
21941250-596020	Transfer to airport capital projects	21,752.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
40038156-403623	City of Clinton	21,752.00	
40038156-404000	State Grant	391,532.00	
40038156-409619	Transfer from capital reserve	21,752.00	
21934125-409900	Fund balance appropriated	21,752.00	

2. Reason(s) for the above request is/are as follows:

To allocate funds for the construction of an access road across airport property. This project is eligible for grant funding by the Division of Aviation. County portion of project is 5% payable from funds previously reserved for airport capital projects.



\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20<sup>15</sup>

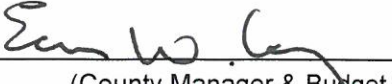


\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_



\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**CAPITAL PROJECT ORDINANCE CONCERNING  
AIRPORT CONSTRUCTION**

**PROJECT ORDINANCE NO:** \_\_\_\_\_ **ADOPTED:** \_\_\_\_\_

**BE IT ORDAINED** by the Board of Commissioners of Sampson County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1.0 The project authorized is Access Road & Drainage Improvement-Construction

Section 2.0 The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

Section 3.0 The following revenues are available to complete this project:

State Grant	\$391,532
City of Clinton	21,752
County of Sampson	21,752

Section 4.0 The following amounts are appropriated for this project:

Construction	\$285,036
Engineering & other professional services	100,000
Erosion control measurers	50,000

Section 5.0 The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient records to provide for appropriate accounting.

Section 6.0 Funds that have been advances, or may be advanced from the General Fund for project costs are intended to be reimbursed from the grant proceeds.

Section 7.0 The Finance Officer is directed to report quarterly on the financial status of the project and on the total proceeds received.

Section 8.0 Copies of this capital project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 8<sup>th</sup> day of September, 2015.

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

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





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

June 30, 2015

Re: NCDOT Division of Aviation Airport Safety/Maintenance Program

Dear Airport Sponsor:

Some years ago, the Division of Aviation (DoA) created the Airport Safety/Maintenance Program to apply available state funds to assist publicly owned and operated airports with airfield safety projects. This program has been a huge success and has been well received by many airports across our state. The purpose of this letter is to briefly update Sponsors on program abilities and to request completion of an updated Commitment letter that legally allows NCDOT to provide safety/maintenance services on your specific airport. **Airports are requested to provide a notarized Letter of Commitment by August 31, 2015 (or sooner if a maintenance project is scheduled for summer/fall 2015).**

Each NC airport should understand its own responsibility to provide all needed maintenance. That said, DoA's Safety/Maintenance Program can potentially provide assistance in a manner of ways. DoA supports a dedicated Project Manager position who works with our regional Airport Project Managers to directly assist your facility in a number of ways, such as:

1. Prioritize additional DoA safety/maintenance state-allocations (currently \$1.0 million per year) that can fund specific projects, as warranted. These projects supplement airports' ongoing maintenance programs.
2. Assist airports to identify safety/maintenance needs.
3. Share favorable unit costs of DoA's maintenance contracts with airports. Within legal means, it is hoped that Airports might engage the DoA unit-cost contractors to apply their unit-cost and specification structures to maintenance projects that are funded directly by an airport (and for which DoA is not involved). This informal arrangement potentially benefits both the contractor and airport.

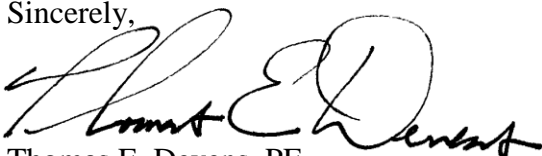
If your airport would like to be considered for continued safety/maintenance support projects by Division of Aviation, then NCDOT requires an on-file copy of a sponsor's Letter of Commitment. Receipt of the Commitment must be received before any NCDOT work can commence. Please note that this agreement has a five-year term to reduce the administrative costs of the program and improve the timeliness of project commencement; however an airport always retains its right to cancel the Commitment with a written letter. This Commitment does not obligate the Division of Aviation to a particular project, but it does allow us to expeditiously start a project once it has been identified and selected for funding.

Please return a hardcopy or electronic scan (.pdf format) of the adopted, notarized form to your appropriate Airport Project Manager. A mail or delivery address is listed below.

Northeast	Mr. Phil Lanier	<a href="mailto:planier@ncdot.gov">planier@ncdot.gov</a>	(919)814-0562
Southeast	Ms. Kristen Dwiggins	<a href="mailto:kdwiggins2@ncdot.gov">kdwiggins2@ncdot.gov</a>	(919)814-0583
Northwest	Ms. Rachel Bingham	<a href="mailto:rsbingham@ncdot.gov">rsbingham@ncdot.gov</a>	(919)814-0570
Southwest	Mr. Basil Yap	<a href="mailto:bkyap@ncdot.gov">bkyap@ncdot.gov</a>	(919)814-0554

Thank you for your cooperation in this process. Please contact me or your Airport Project Manager if you have any questions or comments regarding the Airport Safety/Maintenance Program. I can be reached or at (919) 814-0572 or at [tedevens@ncdot.gov](mailto:tedevens@ncdot.gov)

Sincerely,



Thomas E. Devens, PE  
Manager of Aviation Development

cc: Bobby Walston, PE, Director  
DoA - Maintenance Project Manager  
DOA - Airport Project Managers

The **LETTER OF COMMITMENT** in adopted form should be returned to the Division of Aviation's designated Airport Project Manager. General telephone number is: (919) 814-0550

**Physical Address (for UPS and FedEx deliveries)**  
1050 Meridian Drive  
Morrisville, NC 27560

**US Mail Deliveries:**  
1560 Mail Service Center  
Raleigh, NC 27699-1560

**LETTER OF COMMITMENT FOR  
AIRPORT SAFETY/MAINTENANCE PROJECTS  
(FIVE YEAR TERM)**

THIS COMMITMENT is made, this day of \_\_\_\_\_ (month, day, year),

from the \_\_\_\_\_,

(Official Airport Name)

which is hereinafter referred to as "Airport," and the

\_\_\_\_\_

(Airport Owner)

which is hereinafter referred to as "Sponsor," to the North Carolina Department of Transportation (Division of Aviation), an agency of the State of North Carolina (hereinafter referred to as "Department"), for the purposes of future and as-yet unspecified safety or maintenance services performed by said Department.

**WITNESSETH**

WHEREAS, the Sponsor and the Department are concerned with maintaining the facilities of the Airport to enhance the safety of the traveling public and flight operations, and

WHEREAS, the Sponsor and the Department may mutually determine that certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other infrastructure is in need of maintenance, and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is authorized to undertake safety improvements of these areas, on publicly owned and operated airports, and

WHEREAS, the Sponsor and the Department desire that the needed improvements be undertaken by the Department in conformance with the provision of North Carolina General Statute 63, and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file, in order to provide and oversee maintenance and safety improvements on the operational surfaces.

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. The Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform maintenance and safety improvements to the Sponsor's airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays,

Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.

2. The Sponsor would expect notification from the Department prior to any work being performed.
3. The Sponsor hereby assures the Department that the title to the pavement and adjacent areas are vested under the Sponsor and hereby authorizes the Department and authorized Contractor(s) to enter onto the premises of the Sponsor and accomplish any of the work items as described in Paragraph 1 above.
4. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
5. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
6. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times work is in progress on that pavement and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles.
7. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.
8. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing this safety improvement project.
9. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment or on account of, or in consequence of any negligence in safeguarding the performance of said work.
10. The Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed should the Sponsor not comply with provisions pursuant to this Commitment.
11. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal

Grant Requirements and Assurances before any project shall be performed under this Commitment.

12. Subject to the provisions of paragraph 10 above, this Commitment will expire in five years. Subject to the provisions of paragraph 10 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

IN WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Official Sponsor: \_\_\_\_\_

Attest: \_\_\_\_\_

SEAL OF THE SPONSOR

The LETTER OF COMMITMENT in adopted form should be returned to the Division of Aviation's designated Airport Project Manager. General telephone number is: (919) 814-0550

**Physical Address (for UPS and FedEx deliveries)**

1050 Meridian Drive  
Morrisville, NC 27560

**US Mail Deliveries:**

1560 Mail Service Center  
Raleigh, NC 27699-1560

**Resolution of the Sponsor**

A motion was made by \_\_\_\_\_  
(Name and title)

and seconded by \_\_\_\_\_  
(Name and title)

for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS \_\_\_\_\_ (hereinafter referred  
(Airport Owner)

to as "Sponsor") the North Carolina Department of Transportation (hereinafter referred to as  
"Department") requires a Commitment and Release of Liability statement to be on file, in order to  
provide and oversee maintenance and safety improvements on the operational surfaces of the  
\_\_\_\_\_; in accordance  
(Official Airport Name)  
with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the

\_\_\_\_\_ of the Sponsor be and is hereby authorized  
(Title of Airport Official)  
and empowered to enter into a Commitment and Release of Liability with the Department,  
thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and  
its commitment to the Department.

\*\*\*\*\*

I, \_\_\_\_\_, of the  
(Name and title of Public Notary

\_\_\_\_\_, do hereby certify that the above  
(Name of Sponsoring Agency)  
is a true and correct copy of the minutes of \_\_\_\_\_

(Name of Authorizing Board  
\_\_\_\_\_, held on \_\_\_\_\_  
of the Sponsoring Agency) (Date of Meeting)

WITNESS my hand and the official seal of the Sponsor.

This the day of \_\_\_\_\_(month, day, year).

NOTARY S E A L

Signed: \_\_\_\_\_

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.     2 (d)

Meeting Date:    September 8, 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:                                Solid Waste Contracts

DEPARTMENT:                        Administration/Health (Environmental Health)

PUBLIC HEARING:                    No

CONTACT PERSON:                 Susan J. Holder, Assistant County Manager  
    Perry Solice, Environmental Health Supervisor

PURPOSE:                             To consider renewal or amendment to two solid waste contracts

ATTACHMENTS:                     Scrap Tire Contract; Amendment to Electronic Waste Contract and Vendor Memorandum

BACKGROUND:                      Renewal of Scrap Tire Contract  
 For a number of years, the County has contracted 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, and because we have not be able to identify any other available scrap tire recycling vendor, renewal with Central Carolina is recommended. The contract cost remains the same, with an annual CPI increase, capped at 1.5%.

Amendment to Electronic Waste Contract  
 Recently, we were advised by our electronic waste collection vendor ERI that changes in the commodities market and legislative changes which discontinue the mandate for electronics manufacturer rebates have necessitated changes in their policies and pricing. Currently, the County is only charged for the freight to pick up the electronic waste we collect at two convenience sites; state funds cover a portion, but not all, of this cost. ERI will now charge a per piece fee for most of the e-waste collected in addition to the freight cost. We estimate that these charges could cost us up to an additional \$50,000 per year based upon the volume of materials currently collected annually (electronic waste is banned from landfills). We have begun discussions with both the collection and landfill divisions of Waste Industries for cost-saving strategies, and we have sought a list of potential alternate vendors from the state to solicit their prices.

(continued next page)

While we seek the most cost-effective solution, we recommend the approval of the contract amendment with ERI to preserve our electronic waste services until we can bring the Board a recommendation for a longer-term solution. Notwithstanding the amendment, the County and vendor have the right to terminate the contract without cause at any time with 30 days' notice.

RECOMMENDED

ACTION OR MOTION:

Two separate motions: 1) Approve renewal of the contract with Central Carolina Holdings for scrap tire recycling; and 2) Approve contract amendment with Electronic Recyclers International, Inc. (ERI)



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

\_\_\_\_\_



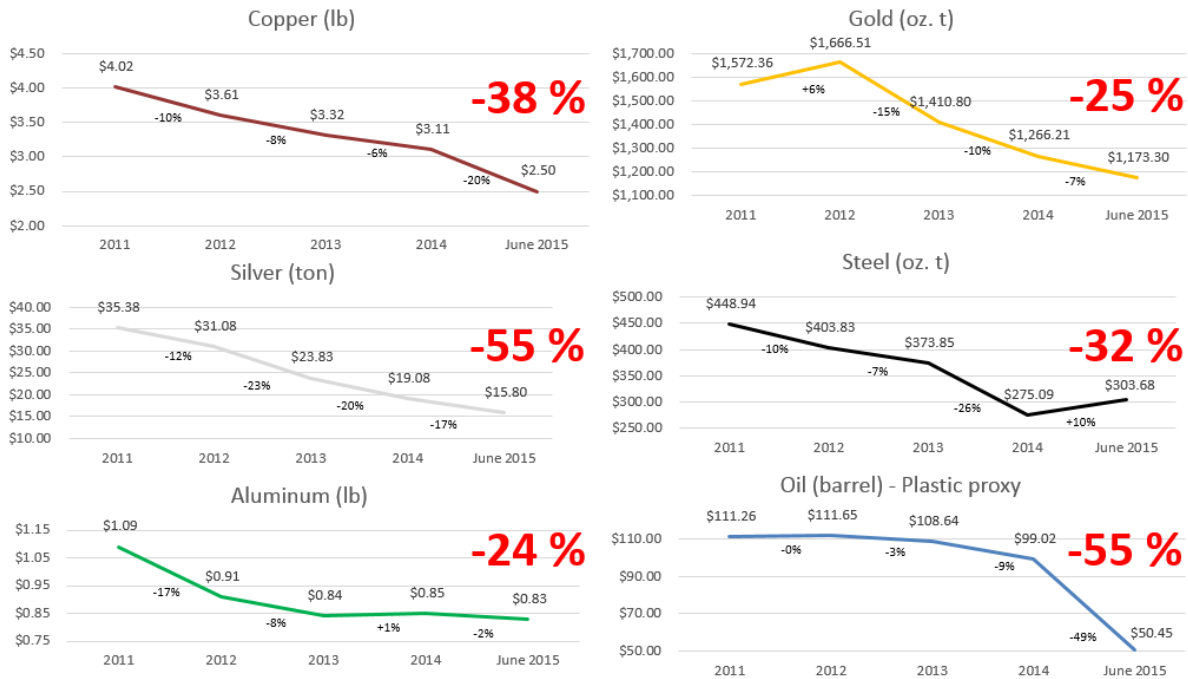
August 3, 2015

**Re: Commodity Market Decline**

Dear Valued Partner,

Thank you for your continued partnership with Electronic Recyclers International, Inc. (ERI). As part of ERI's ongoing commitment to our customers, the environment and the laws, rules and regulations governing our industry, ERI will be implementing certain policy and pricing changes.

Unfortunately, as you may be aware, market conditions have changed dramatically. The primary reason for this change is due to the declining global commodity market which is at an all-time 15-year low. The commodity market downturn is having a significant negative impact on the electronics and asset management recycling industry as a whole. Recently, Bloomberg News published an article highlighting the historical global commodity declining market:<http://www.bloomberg.com/news/articles/2015-07-22/here-s-what-s-really-driving-the-commodity-index-lower>



Given the massive decline in commodities, ERI must reevaluate and change our pricing. In order to maintain the exceptional level of services we provide and our commitment to the environment, ERI must make adjustments to account for the falling commodity markets.



Please understand, ERI came to this decision after much thought and deliberation. We have been hoping for the past few years that the commodity markets would turn around so we could avoid these measures. We acknowledge and appreciate your choice to partner with ERI and we are hyper-aware that a change in ERI's pricing may impact your businesses. However, if ERI is to remain the industry leader in the e-waste sector, ERI must make the proper adjustments.

With this in mind, please note that your ERI sales professional will be contacting you in the coming days to discuss the aforementioned changes. It is our hope that you continue to choose ERI for your e-waste recycling needs as we are committed to each and every client. ERI appreciates your understanding and your continued business.

We look forward to many successful years together as your trusted e-waste recycling partner.

Sincerely,

Kevin J. Dillon, Chief Marketing Officer





# Electronic Recyclers International, Inc.®

CONFIDENTIAL

August 12, 2015

VIA EMAIL (susanh@sampsonnc.com)

County of Sampson  
406 County Complex Road, Clinton NC 28328  
Attn: Ms. Susan Holder

Re: ERI/County of Sampson

Dear Ms. Holder,

Pursuant to our recent letter regarding the decline in the commodity markets and our discussions, ERI is writing to amend that certain Agreement for E-Waste Services, dated March 1, 2014 (the "Agreement"), by and between Electronic Recyclers International Inc. ("ERI") and County of Sampson.

For good and valuable consideration, the receipt of which is hereby acknowledged, ERI and County of Sampson agree that the Agreement is hereby amended as further set forth on Exhibit A, attached hereto and incorporated herein by this reference. Except as set forth herein, the Agreement is hereby ratified and confirmed in all respects.

If this Amendatory Letter accurately sets forth our mutual understanding, please indicate your acknowledgement by signing and initialing in the spaces provided below and returning a copy of this letter to ERI.

To the extent ERI and County of Sampson are unable to agree to amend the Agreement as set for on Exhibit A, this letter shall serve as ERI's 30 day written notice from the date hereof to terminate the Agreement. It is our hope that you choose to continue to partner with ERI for your e-waste recycling needs as we appreciate your business.

Should you have any question, please do not hesitate to ask as the entire ERI team is at your service.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin J. Dillon", written over a light blue horizontal line.

Kevin J. Dillon  
Chief Marketing Officer, ERI

AGREED TO AND ACCEPTED:

County of Sampson

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_



# Electronic Recyclers International, Inc.<sup>®</sup>

## Exhibit A

Amended Terms																	
<b>Amended Term of Agreement:</b>	This Amendment shall commence as of the date first set forth above and continue through March 1, 2016. Thereafter, the Agreement may be extended on mutually agreeable terms between the parties set forth in writing. Notwithstanding the forgoing, County of Sampson or ERI shall have the right to terminate with or without cause at any time with thirty (30) days' advance written notice to the other party.																
<b>Amended Covered Electronic Devices (CEDs) Pricing:</b>	<p><b>Rebates Indicated as (\$--.) and/or Charges Indicated as \$--.—</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>CED CRT Televisions</td><td style="text-align: right;">\$0.30/lb.</td></tr> <tr><td>CED Flat Panel Televisions</td><td style="text-align: right;">\$0.15/lb.</td></tr> <tr><td>CED Projection &amp; DLP Televisions</td><td style="text-align: right;">\$0.50/lb.</td></tr> <tr><td>CED CRT Monitors</td><td style="text-align: right;">\$0.30/lb.</td></tr> <tr><td>CED Flat Panel Monitors</td><td style="text-align: right;">\$0.30/lb.</td></tr> <tr><td>CED Desktop &amp; Laptop Computers</td><td style="text-align: right;">(\$0.05/lb.)</td></tr> <tr><td>CED Printers</td><td style="text-align: right;">\$0.16/lb.</td></tr> </table>			CED CRT Televisions	\$0.30/lb.	CED Flat Panel Televisions	\$0.15/lb.	CED Projection & DLP Televisions	\$0.50/lb.	CED CRT Monitors	\$0.30/lb.	CED Flat Panel Monitors	\$0.30/lb.	CED Desktop & Laptop Computers	(\$0.05/lb.)	CED Printers	\$0.16/lb.
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<b>Amended Electronic Waste Pricing:</b>	<p><b>Rebates Indicated as (\$--.) and/or Charges Indicated as \$--.—</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>CRT Televisions</td><td style="text-align: right;">\$0.40/lb.</td></tr> <tr><td>Flat Panel Televisions</td><td style="text-align: right;">\$0.20/lb.</td></tr> <tr><td>Projection &amp; DLP Televisions</td><td style="text-align: right;">\$0.55/lb.</td></tr> <tr><td>CRT Monitors</td><td style="text-align: right;">\$0.30/lb.</td></tr> <tr><td>Flat Panel Monitors</td><td style="text-align: right;">\$0.30/lb.</td></tr> <tr><td>Desktop &amp; Laptop Computers</td><td style="text-align: right;">(\$0.05/lb.)</td></tr> <tr><td>All Other Electronic Items</td><td style="text-align: right;">\$0.16/lb.</td></tr> </table>			CRT Televisions	\$0.40/lb.	Flat Panel Televisions	\$0.20/lb.	Projection & DLP Televisions	\$0.55/lb.	CRT Monitors	\$0.30/lb.	Flat Panel Monitors	\$0.30/lb.	Desktop & Laptop Computers	(\$0.05/lb.)	All Other Electronic Items	\$0.16/lb.
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Flat Panel Monitors	\$0.30/lb.																
Desktop & Laptop Computers	(\$0.05/lb.)																
All Other Electronic Items	\$0.16/lb.																
<b>Amended Freight:</b>	N/A – No freight pricing has been amended.																
<b>Packaging Supplies Available for Purchase:</b>		<b>Per Unit</b>	<b>Minimum Count</b>	<b>Minimum Order</b>													
	40" Bins (46 x 38 x 40" Triple Wall Octagonal Bins)	\$ 17.16	40 Bins (1 Pallet)	\$ 686.40													
	Hand Stretch Film (15" x 1500ft Prestretch Hand Film)	\$ 31.49	36 ctn (1 Pallet)	\$ 1,133.64													
	Pallets (48 x 40" B Grade Pallet)	\$ 9.54	200 Pallets	\$ 1,908.00													
	*Purchased supplies shall not be returned to Customer after use.																
<b>Material Sorting Requirements:</b>	<b>CEDS</b>	<b>Non-CEDs</b>															
	<ol style="list-style-type: none"> <li>1. CED CRT Televisions</li> <li>2. CED Flat Panel Televisions</li> <li>3. CED Projection &amp; DLP Televisions</li> <li>4. CED CRT Monitors</li> <li>5. CED Flat Panel Monitors</li> <li>6. CED Desktop &amp; Laptop Computers</li> <li>7. CED Printers</li> </ol>	<ol style="list-style-type: none"> <li>1. CRT Televisions</li> <li>2. Flat Panel Televisions</li> <li>3. Projection &amp; DLP Televisions</li> <li>4. CRT Monitors</li> <li>5. Flat Panel Monitors</li> <li>6. Desktop &amp; Laptop Computers</li> <li>7. All Other Electronic Items</li> </ol>															
	* Items not sorted into the above categories will be subject to a \$0.08 / lb. sorting fee.																

ERI Initials:   
 Customer Initials: \_\_\_\_\_

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (e)

Meeting Date: September 8, 2015	<input type="checkbox"/>	Information Only	<input checked="" 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: Public Hearing - Naming of Private Roads

DEPARTMENT: Emergency Management (Addressing)/Administration

PUBLIC HEARING: Yes

CONTACT PERSON: Susan J. Holder, Assistant County Manager

PURPOSE: To receive public input on the naming of certain private roads

ATTACHMENTS: Memo, Public Hearing Ad

BACKGROUND: We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads:

PVT 1223 12 Hall Farm Lane

PRIOR BOARD ACTION: N/A

RECOMMENDED ACTION OR MOTION: Name private roads as recommended



**Sampson County  
Emergency Management  
Services**


Ronald Bass, Director

(910) 592-8996

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008

**MEMORANDUM:**

**TO:** Ms. Susan Holder, Assistant County Manager

**FROM:**  Ronald Bass, Emergency Management

**DATE:** August 25, 2015

**SUBJECT:** Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private road. The Committee's recommendation has been listed below:

PVT 1223 12

Hall Farm Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.

# NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold public hearing at 7:00 p.m. on Tuesday, September 8, 2015 in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

PVT ROAD CODE

PROPOSED NAME

PVT 1223 12

Hall Farm Lane

Only those roads listed will be considered at this time. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328. (910/592-6308 ext 2222)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (f)

Meeting Date: September 8, 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"/>			

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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

CCAP (now Action Pathways)

Commissioner Albert Kirby has resigned from the commissioner seat on this Board, so there is a vacancy to be filled from the Board of Commissioner members.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     3    

Meeting Date: September 8, 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

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SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the August 3, 2015 meeting
- b. Adopt a resolution proclaiming September as Alcohol and Drug Addiction Recovery Month
- c. Approve the execution of the forestry services contract for Fiscal Year 2015-2016
- d. Adopt a resolution authorizing the submission of a grant application, on behalf of Brooks Brothers Group, Incorporated, for Building Reuse Grant funding
- e. Approve the execution of the lease agreement between the County and Plain View Volunteer Fire Department for a portion of their property located at 5055 Plain View Highway
- f. Approve a request from Emergency Management to destroy certain records pursuant to the NC Records Retention and Disposition Schedule
- g. Approve the rental fee increases recommended by the Parks and Recreation Advisory Board for picnic shelters, ballfields and equipment bags
- h. Approve attorney contracts with Warrick & Bradshaw (Contract #13), and the Law Office of Melissa Hales (Contract #14) for services for the Sampson County Department of Social Services
- i. Approve, as a second reading, the amendment of the Animal Control Ordinance to establish a Dangerous Dog Permit Fee
- j. Approve tax refunds as submitted
- k. Approve budget amendments as submitted

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

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

The Sampson County Board of Commissioners convened at 6:15 p.m. on Monday, August 3, 2015 in the conference room adjacent to the County Auditorium, 435 Rowan Road, in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, Commissioners Albert D. Kirby Jr., and Harry Parker. Absent: Commissioner Clark Wooten.

Upon a motion made by Commissioner Parker and seconded by Vice Chairperson Lee, the Board voted unanimously to go into Closed Session. The Board was joined by Economic Developer John Swope and representatives of the Carolina Cellulosic LLC project for an update.

No action was taken in Closed Session. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Lee and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene for their regular meeting.

**Reconvene for Regular Meeting**

The Sampson County Board of Commissioners convened for their regular scheduled meeting at 7:00 p.m. on Monday, August 3, 2015 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, Commissioners Albert D. Kirby Jr., and Harry Parker. Absent: Commissioner Clark Wooten.

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

**Approval of Agenda**

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda as published.

**Roads**

Monthly Report - Representatives of the NCDOT could not be present, and there were no comments or concerns from those present.



## **Item 1: Reports and Presentations**

Recognition of Kate Peacock, 2015 Miss North Carolina The recently crowned Miss North Carolina Kate Peacock was present and was recognized by the Board. The Sampson County native was offered congratulation and best wishes on her pursuit of the Miss America crown.

Recognition of Garland Senior Center as Center of Excellence The Chairman presented Department of Aging Director Lorie Sutton and her staff a certificate evidencing their re-certification as a Center of Excellence. Ms. Sutton lauded Center Director Marie Faircloth and her staff members and volunteers, and Nutrition Program Manager Linda Armwood for their efforts to achieve re-certification.

## **Item 2: Action Items**

Public Hearing – Consideration of Proposed Appropriations and Expenditures for Economic Development Activities (Brooks Brothers) The Chairman opened the hearing and called on Economic Developer John Swope, who reviewed information regarding the proposed expansion by Brooks Brothers of their Distribution Center located at 606 Warsaw Highway in Clinton. Mr. Swope recapped proposed state grant/incentives that would sought, the County's performance based incentive proposal and the proposed resolution approving the incentive package. Commissioner Kirby noted some concern with percentage of grant-back incentives being higher than had been offered in the past. The floor was opened for public comment, and none were received. The hearing was closed. County Attorney Joel Starling noted a small typographical error in one of the annual yearly incentive amounts; however, the total incentives were unchanged. Upon a motion made by Commissioner Kirby and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt the resolution (with the correction) approving the incentive agreement with Brooks Brothers. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_).

Approval of Tax-Exempt Financing for Taylors Bridge Fire Department's Fire Station Addition Taylor's Bridge Fire Chief Keith Powell explained that the department was seeking approval of the tax-exempt financing they were obtaining from First Citizens Bank for the construction of an addition to their fire station. Chief Powell explained that the station was built in 1986 and had not been built on since that time. He explained that their addition of an ATV rescue team necessitated two additional pieces of equipment, which led to two trucks in one bay. He noted that the loan could be repaid within current budget, with no tax increase required. Chairman Lockamy asked about the Department's efforts to lower their ISO rating, and the Chief noted that they were in conversations with an individual with experience with the state rating system who would be guiding the department through the process. He noted that the young volunteers were busy working on their training. Commissioner Kirby asked to

what extent the County would be on the hook for any financing, and County Manager Ed Causey explained that the loan was secured by tax dollars and the non-profit had the liability. Finance Officer David Clack explained that the reason the department had to obtain the County's approval was that the tax-exempt financing goes against the County's cap on tax-exempt financing. Since the County would not be borrowing any monies, this was moot. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to adopt the resolution approving the tax-exempt financing. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Sheriff's Department - Request for Establishment of Dangerous Dog Permit Fee  
Sgt. Jessica Kittrell explained that when the Animal Control Ordinance was adopted it contained provisions regarding the declaration of a dog as dangerous, the appeals process for such action and the requirements for owners of those dogs declared dangerous. It did not, she explained, establish the actual fee for the registration permit that the owner was required to obtain from the Sheriff's Department. She, along with Animal Shelter Director Alan Canady and Health Director Wanda Robinson, recommended the establishment of a \$100 fee. County Attorney Joel Starling explained that the establishment of the fee would have the effect of amending the ordinance, and for ordinances to be amended on the first reading required the unanimous approval of all members. In the absence of Commissioner Wooten, the action could be voted on at the next meeting (with a possible unanimous vote), or could be voted on at this meeting, but would have to be voted on again (as a second reading) at the Board's next meeting, at which time it could be approved with a simple majority. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to amend the ordinance to establish a \$100 dangerous dog registration fee. (The action to be added to the Consent Agenda of the September meeting for a second reading.)

Public Hearing- Naming of Private Roads The Chairman opened the hearing and called upon Assistant County Manager Susan Holder. Ms. Holder presented the Board with recommendations of the Road Naming Committee. The floor was opened for public comments, and no comments were received. Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to name the roads as recommended:

PVT 1947 846 High Bush Lane

Appointments - CCAP (Action Pathways) This item was tabled.

**Item 3: Consent Agenda**

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

- a. Approved the minutes of the July 6, 2015 meeting
- b. Approved revisions to Sampson Area Transportation's System Safety Program Plan as submitted (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- c. Approved the Sheriff's Department request to apply electronically for Governor's Crime Commission grant funds for the purchase of an Automated Fingerprint Identification System (AFIS) and to utilize Federal Seized Asset funds for remainder of the cost

d. Approved the following tax refunds:

#7001	Hall, Daniel James Jr.	\$ 253.45
#6969	Prestage Farms, Inc.	\$ 219.89
#6996	Stone, Elgie McLamb	\$ 102.87
#7017	Morris, Roger Dale Jr.	\$ 210.61
#7018	Robinson, Keeshonya I.	\$ 225.50
#7016	Jackson, Timothy Earl & Pamela Melissa	\$ 106.66
#7028	Smith, Arlene Elise	\$ 182.53
#7030	Pearson, Richard Fletcher Jr.	\$ 107.58

e. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Economic Development</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11449200	519100	Professional Services	Increase 2,500.00
11449200	519100	Professional Services	Increase 15,840.00
11449200	519200	Professional Services Legal	Increase 1,373.00
11449200	531101	Existing Industry Project	Increase 656.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
11034920	408920	NC Southeast Economic	Increase 2,500.00
11039999	409800	Fund Balance Approp Encumbrances	Increase 17,869.00

<u>EXPENDITURE</u>		<u>Tax</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11141400	519100	Professional Services	Increase 16,593.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
11034140	404125	Legal Fees Collected	Increase 16,593.00

<u>EXPENDITURE</u>		<u>Finance</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
61971000	519201	Cost of Issuance of LOBs	Increase 448,000.00
11891110	519201	Cost of Issuance of GO Bonds Water	Increase 113,000.00

<b>REVENUE</b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11033910	409100	Loan Proceeds	448,000.00	
61937100	409100	Bond Proceeds	113,000.00	

<b>EXPENDITURE</b>				
<u>Code Number</u>		<u>Community College Capital Outlay Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659220	558000	Roofs/Improvements Activities Center	237,977.00	

<b>REVENUE</b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409900	Fund Balance Appropriated	237,977.00	

**Item 4: Board Information**

The following items were provided to the Board for information only:

- a. Atlantic Coast Pipeline – July 2015 Update
- b. Market Based Conservation Initiative Signing Celebration Announcement

**County Manager Reports**

County Manager Ed Causey noted that the annual dinner meeting with the Sampson Regional Medical Center Board of Trustees would be on September 28, 2015 at 6:00 p.m. He noted the upcoming NCACC Conference in Pitt County August 20-22. He discussed the work staff and department heads would be doing in the weeks ahead to identify the cost-savings pledged to the Board, noting that the Board may get calls as ideas were introduced and vetted.

**Public Comments**

The floor was opened for comments, and the following were received:

Kenneth Higginbotham: I have been late for several of my appointments since the changeover to Enroute. They come to pick me up, I go to use the equipment, and the person driving can't put me in the vehicle because the lift breaks. I've missed several appointments over the last month – appointments that I needed to be in attendance to – and I think there needs to be a little more coverage on that issue. My shirt was soaked when I got to an appointment; I sweated in the vehicle because the air conditioning didn't work. That's happened three times. They're not adequate. They need to do better. The people of our county deserve it. There are people older than myself, people in worse condition. They have to suffer through the things that I've been through.

Commissioner Kirby asked what kind of appointment he had missed.

Unidentified woman: I am his girlfriend. Yes, sir. It was a counseling meeting at Commonwealth in Newton Grove. Carrie Phillips took it upon herself to cancel the appointment. The appointment time was 11:00 o'clock. They never arrived at his house until 1:18. The first time they came to the house to pick him up, the lift in the van did not work. They had to send the maintenance van out there to fix the lift.

Commissioner Kirby asked if this had happened with Van-Go.

Kenneth Higginbotham: No, sir.

Commissioner Kirby: Just for the record, I've gotten several calls of where people have missed dialysis meetings, and where people are riding in vans that are not air-conditioned. Obviously everybody knows what my vote was in this situation, why I voted, and it's in litigation now. I think that this county has done a disservice to its people - mostly my people. To the extent that we're talking about sleeping at night, to the extent that people are not making it to their meetings, dialysis, we are not serving the people.

Ricky Moore, Enroute: We have had some bumps along the way getting started, which is no different than Van-Go did when they started. We continued to cover their routes for six weeks when they started. We did that to keep these types things from happening. It's the nature of starting back up, getting back in the swing of things. I sincerely apologize to the Higginbothams and to all the clients. We have missed some appointments. We're working diligently trying to get these things corrected. I will say that for months after the other company took over, I was continually getting messages on my answering machine - I don't know why they were calling me - of mad, upset people with missed appointments, late appointments. This is not a situation that happened just to me; the same thing happened to them when they took over. Certainly, it's not right, and we're working hard trying to get these things smoothed out. Our history of having done this for 16 years, while I certainly thought that start up would have been a little easier, it's not. It's a complex thing that takes place every day with this transportation. It will take us a little time to get things greased and working good. I'm in the process of putting on more vehicles and more employees as we speak. I just want to sincerely apologize and let you know we are trying very hard to get this. But, it's not anything that wasn't experienced by the other company when they started up.

Kenneth Higginbotham: I suggest letting the client make the decision themselves which company.

### **Closed Session**

Upon a motion made by Chairman Lockamy and seconded by Commissioner Kirby, the Board voted to go into Closed Session pursuant to GS 1434-318.11(a)(3) for consultation with the County Attorney. In Closed Session, the attorney briefed the

Board on actions taken regarding the Van-Go Transportation v. Sampson County matter. No action was taken in Closed Session. The Board returned to the Auditorium. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kirby, the Board voted unanimously to come out of Closed Session.

### **Adjournment**

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to adjourn.

---

Billy C. Lockamy, Chairman

---

Susan J. Holder, Clerk to the Board

**Proclamation – Alcohol & Drug Addiction Recovery Month**

**WHEREAS**, treatment and recovery improve a community’s welfare and provide a renewed outlook on life for those who struggle with substance abuse disorders and their family and friends; and

**WHEREAS**, recent studies show that 23.2 million people aged 12 or older in the United States needed treatment for a substance abuse disorder, and that 5.4 million adults also suffered from a concurrent mental illness; and

**WHEREAS**, additional studies have indicated that 8.9% of people who made an effort to get treatment, but did not receive it, were concerned that receiving treatment might cause neighbors or community members to have negative opinions of them. However, most say they would not have a negative opinion of a relative or friend in recovery from an addiction; and

**WHEREAS**, resources exist online and in our communities to increase awareness about how substance abuse disorders affect children, families, and our society; and

**WHEREAS**, such education is essential to overcoming misconceptions and achieving long-term recovery; and

**WHEREAS**, to help achieve this goal, the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; the White House Office of National Drug Control Policy; and Eastpointe LME urge the residents of its catchment area of Bladen, Columbus, Duplin, Edgecombe, Greene, Lenoir, Nash, Robeson, Sampson, Scotland, Wayne and Wilson Counties to participate in the recognition of "***National Alcohol and Drug Addiction Recovery Month***".

**NOW, THEREFORE**, the Board of Commissioners of the County of Sampson does hereby proclaim the month of September, 2015 as ***Alcohol and Drug Addiction Recovery Month*** calls upon its citizens to observe this month with appropriate programs, activities, and ceremonies supporting the theme of: "Join the Voices for Recovery: Together We Learn -- Together We Heal."

**ADOPTED** this 8<sup>th</sup> day of September, 2015.

---

Billy C. Lockamy, Chairman

ATTEST:

---

Susan J. Holder, Clerk to the Board

STATE OF NORTH CAROLINA

Department of

Agriculture & Consumer Services

\$362,499.00

Total Cooperative Appropriation

\$217,500.00 60%

State

\$145,000.00 40%

County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LAND IN **SAMPSON COUNTY**, NORTH CAROLINA

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," (Section 106-906 of the general Statutes of North Carolina), and also under authority of another Section of the General Statutes, namely Section 106-898, by the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of Sampson County, in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in **SAMPSON COUNTY**, has accepted the offer of the Department for cooperation in accomplishing this object:

Now THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventative measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation promotion and practice of Forest Management practices; and for protection from insects and diseases.



2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accord with existing State salary schedules.

4. To direct supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **Two hundred and seventeen thousand, five hundred dollars (\$217,500.00)** as its share of an annual budget of **Three hundred sixty two thousand, four hundred and ninety nine dollars (\$362,499.00)** for carrying the work in said County.

Part II. THE BOARD AGREES:

1. To pay to the Department **40%** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of **One hundred forty five thousand dollars (\$145,000.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective **July 1, 2015**

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. That title to all improvements and equipment purchased and/or constructed in connection with this agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at the times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **SAMPSON COUNTY**.

Date \_\_\_\_\_ Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date \_\_\_\_\_ County Finance Officer

For the North Carolina Department of Agriculture & Consumer Services

Date \_\_\_\_\_

N. David Smith, Chief Deputy Commissioner

County of Sampson

**AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT**

Building Reuse Grants Program – Occupied Building Category

**WHEREAS**, the North Carolina Rural Infrastructure Authority (RIA) has authorized the awarding of grants from appropriated funds to aid eligible units of government in financing the cost of building activities needed to create jobs; and

**WHEREAS**, the County of Sampson needs assistance in financing a building project that may qualify for Rural Grants/Programs funding; and

**WHEREAS**, Brooks Brothers is considering expanding its Clinton facility; and

**WHEREAS**, the County of Sampson intends to request grant assistance for the Brooks Brothers' Building 604 and 606 Warsaw Road, Clinton Buildings Renovation project from the Building Reuse Grant Program – Occupied Building Category; and

**WHEREAS**, a Building Reuse Grant Program – Occupied Building Category grant can be made subject to Brooks Brothers committing to expand its Clinton facility.

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

That the County of Sampson will provide 5% of the Building Reuse Program Grant toward project construction costs, if approved for a grant with Brooks Brothers Group, Incorporated providing the match.

That Billy C. Lockamy, Chairman, and successors so titled, is hereby authorized to execute and file an application on behalf of Sampson County with the Rural Development Division, North Carolina Department of Commerce (RDD) for a Building Restoration and Reuse Grant.

That Billy C. Lockamy, Chairman or Edwin Causey, Manager, and successors so titled, is hereby authorized and directed to furnish such information as the RDD may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That Sampson County has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this date, September 8, 2015 at Clinton, North Carolina.

\_\_\_\_\_  
*(Signature of Chief Executive Officer)*

Chairman \_\_\_\_\_  
*(Title)*

**ATTEST:**

\_\_\_\_\_  
Clerk (Seal)

NORTH CAROLINA  
SAMPSON COUNTY

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the “Agreement”), effective September 8, 2015, is made by and between SAMPSON COUNTY (the “County”), a body corporate and politic and political subdivision of the State of North Carolina; PLAIN VIEW VOLUNTEER FIRE DEPARTMENT, INC. (“Plain View VFD”), a domestic non-profit corporation with its principal office located at 5041 Plain View Hwy, Dunn, North Carolina 28334; and PLAIN VIEW EMS, INC. (“Plain View EMS”), a domestic non-profit corporation with its principal office located 5055 Plain View Highway, Dunn, North Carolina 28334.

WITNESSETH

WHEREAS, Plain View VFD is the owner of certain real property located at 5055 Plain View Highway, Dunn, North Carolina 28334, said property being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference, (the “Subject Property”); and

WHEREAS, Plain View EMS previously entered into a written lease agreement with Plain View VFD wherein Plain View EMS agreed to lease a portion of the Subject Property from Plain View VFD for a period of fifteen (15) years, expiring on June 30, 2018, with an option to renew the term of the lease on a year-to-year basis thereafter; and

WHEREAS, the County’s Emergency Medical Service (“EMS”) employees have heretofore jointly utilized a portion of the Subject Property with Plain View EMS pursuant to a Contract for Rescue/ EMS Service between the County and Plain View EMS; and

WHEREAS, the Board of Directors of Plain View EMS has voted to dissolve said non-profit corporation and cease operating emergency medical services at the Subject Property; and

WHEREAS, Plain View VFD wishes to lease a portion of the Subject Property to the County, and the County and Plain View VFD wish to enter into this Agreement upon the terms and conditions set forth herein; and

WHEREAS, Plain View EMS has caused this Agreement to be executed in its corporate name in order to evidence its consent to this Agreement in light of its rights under the fifteen (15) year lease referenced above and its right to renew said lease for subsequent year-to-year terms;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, Plain View VFD and Plain View EMS mutually agree as follows:

1. Leased Premises. This Lease shall be for such portions of that real property located at 5055 Plain View Highway, Dunn, North Carolina 28334, together with all buildings, contents and improvements thereupon, identified on Exhibit "B" attached hereto and incorporated herein by reference (the "Leased Premises"). The Leased Premises will be used by the County to, among other things, house County EMS employees and, depending upon the availability of outside funding, may be used by the County as a backup 911 Center.

2. Lease Term. This Agreement shall commence on September 8, 2015 and shall terminate on September 7, 2016, subject to the right of the County and Plain View EMS to renew the Agreement for additional one-year terms, as provided for by Section \_ of this Agreement.

3. Rent. The County shall pay to Plain View VFD the sum of \$900.00 as rent on or before the fifteenth (15th) day of each month, beginning on September 15, 2015. Should the County and Plain View EMS elect to renew this Agreement for additional one-year terms, as provided for by Section \_ of this Agreement, the parties will negotiate together in good faith regarding any future increase in the monthly rental payment.

4. Insurance. Plain View VFD shall be responsible for insuring the Leased Premises against any loss or casualty during the lease term; provided, however, that the County shall be responsible for carrying such insurance as it may desire upon its personal property located on the Leased Premises. Plain View VFD, at its own cost and expense, shall, for the mutual benefit of itself and the County, maintain comprehensive general public liability insurance against claims for bodily injury or death or property damage occurring on, in or about the Leased Premises, which insurance will provide minimum protection of \$1,000,000.00 for bodily injury or death in any one occurrence, and not less than \$50,000.00 for property damage. The County agrees to maintain public liability insurance in the amount of \$1,000,000.00 against claims for bodily injury or death proximately caused by the acts or omissions of the County or its agents.

5. Utilities and Maintenance. Plain View VFD shall be responsible for payment of all utilities and all maintenance to the Subject Property and specific portions of the Subject Property comprising the Leased Premises. However, the County shall be responsible for the cost of any cleaning supplies used to clean the Leased Premises. ~~Plainview~~ Plain View VFD agrees to maintain and keep in good working condition all of the Leased Premises' mechanical systems, including, but not limited to, plumbing, heating and air conditioning. In the event the County has concerns regarding Plain View VFD's maintenance of the Lease Premises, the County shall report such concerns to Plain View VFD within a reasonable time.

6. Fixtures and Equipment. It is agreed that all fixtures, equipment, machinery and other personal property placed upon the Leased Premises (or the Subject Property with Plain View VFD's consent) by the County shall be and remain the property of the County. The County warrants and agrees that no damage will be caused to the Subject Property or the Leased

Premises by the removal of any such property or, if any damage is caused, the County shall make all necessary repairs to Subject Property or Leased Premises.

7. Alterations to the Premises. The County may make alterations to the Leased Premises with the written consent of Plain View VFD, which consent may not be unreasonably withheld. It is agreed that any such alterations to the Leased Premises, subject to the provisions of Section 5 of this Agreement, shall be a permanent part of the Leased Premises and, as such, shall become the property of Plain View VFD. Any alteration shall be performed in a workman-like manner and shall not weaken or impair the structural strength of the premises or lessen the value of the Leased Premises.

8. Exclusive Control. Subject to Plain View VFD's right to enter the Leased Premises for purposes of performing inspections, maintenance or to make repairs, the County shall be in exclusive control and possession of the Leased Premises.

9. Prior Agreements. The County and Plain View VFD agree that the terms of this Agreement shall supersede the terms of any prior written agreement between the parties regarding the lease of the Leased Premises from Plain View VFD by the County and shall have the effect of terminating any such prior written agreement. This Section shall not be read as revoking or terminating any existing agreement between any of the parties not related to the lease of the Leased Premises from Plain View VFD by the County.

10. Assignment and Subletting. This Agreement may be freely assigned or the Leased Premises sublet freely by the County.

11. Forfeiture for Noncompliance. It is expressly agreed that, in the event the County shall neglect to make any payment of rent when due or neglect to do and perform any material matter or thing herein agreed to be done and performed by it, and shall remain in default thereof

for a period of thirty (30) days after written notification of such default from Plain View VFD, Plain View VFD may declare this Agreement terminated and cancelled and take possession of the Leased Premises, subject to the County's rights under Section 6 of this Agreement, without prejudice to any other legal remedy it may have on account of such default.

12. Option to Renew. The County and Plain View VFD may renew the term of this Agreement for additional periods of one year, provided that the County gives Plain View VFD notice of its intent to renew at least thirty (30) days in advance of the expiration of the current lease term and Plain View VFD agrees to the one-year renewal. In the event of a renewal, the parties shall negotiate with one another in good faith regarding any increase in rent.

13. Right to Terminate. The County shall have the right to terminate this Agreement at any time for any or no reason by providing Plain View VFD with sixty (60) days advance written notice. Upon termination by the County, Plain View VFD and the County shall have no further liability or obligation to one another, and this Agreement shall be null and void.

14. Quiet Possession and Surrender. Plain View VFD does hereby covenant and agree with the County that, subject to the terms and conditions set forth herein, the County shall hold and enjoy the Leased Premises free from the adverse claims of all persons whomsoever and shall have continuous, peaceful, uninterrupted and exclusive possession of the Leased Premises during the term of this Agreement. At the expiration of the term, the County shall surrender the Leased Premises to Plain View EMS in as good order and condition as when received by it, ordinary wear and tear excepted.

15. Consent of Plain View EMS. By executing this Agreement, Plain View EMS evidences its consent to the terms hereof.



16. Notices. All notices under this Agreement must be in writing and delivered to the opposite party as its addresses as listed below:

IF TO THE COUNTY: Sampson County  
Attn: Its County Manager  
406 County Complex Road  
Clinton, NC 28328

IF TO PLAIN VIEW VFD: Plain View Volunteer Fire Department  
Attn: \_\_\_\_\_  
5041 Plain View Highway  
Dunn, NC 28334

17. Amendments and Modifications. Except as otherwise provided herein, this Agreement may only be amended or modified by a writing that is executed by the County and Plain View VFD.

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

19. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of North Carolina, and any dispute, suit or action brought under this Agreement shall be brought in the Superior Court Division of the General Court of Justice of Samson County, North Carolina.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

IN TESTIMONY WHEREOF, the parties hereto have each respectively caused this Lease Agreement to be signed and executed in their respective names and sealed with their respective seals, as of the day and year first written above.

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Billy C. Lockamy,  
Chairman, Sampson County Board of Commissioners

Attest:

\_\_\_\_\_ [Affix Seal]  
Susan J. Holder,  
Clerk, Sampson County Board of Commissioners

**PLAIN VIEW VOLUNTEER FIRE DEPARTMENT, INC.**

By: \_\_\_\_\_  
Steve Elmore  
Chairman, Plain View Fire Department Board of Directors

Attest:

\_\_\_\_\_ [Affix Seal]  
Wade Hardison  
Secretary, Plain View Volunteer Fire Department, Inc.

**PLAIN VIEW EMS, INC.**

By: \_\_\_\_\_  
Steve Elmore  
Chairman, Plain View EMS Board of Directors

Attest:

\_\_\_\_\_ [Affix Seal]  
Wade Hardison  
Secretary, Plain View EMS, Inc.

**EXHIBIT "A"**

**Being all of that certain tract or parcels of land more particularly described in Book 1333, Page 33, Sampson County Registry.**

**Being Tracts 1 through 5 as shown on that certain Map of Survey, dated August 6, 2002, by Lambert Surveying, Inc., recorded in Map Book 43, Page 83, Sampson County Registry.**

## **EXHIBIT “B”**

**The portion of the property identified in Exhibit “A” containing the two (2) EMS offices, two (2) vehicle bays, the kitchen and dining area, two (2) restrooms, the EMS classroom, two (2) bedrooms, the storage room and equipment room.**



**SAMPSON COUNTY  
EMERGENCY  
MANAGEMENT  
SERVICES**

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

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008



**MEMORANDUM:**

**TO:** Mr. Edwin W. Causey, County Manager  
**FROM:** *RB* Ronald Bass, Emergency Management  
**DATE:** August 25, 2015  
**SUBJECT:** **Record Destruction Request**

Please accept this as a request to destroy the following records pursuant to the North Carolina Records Retention and Disposition Schedule. I have listed in the chart below a description of each type of record along with the applicable date period of those records that we would like to destroy. I have also noted the applicable standard and item number along with the disposition instructions for each of these records as specified in the state schedule for your reference and convenience.

Type of Record to be destroyed	Date Range	Standard #	Item #	Disposition Instructions
911 Communication Records	2011	6	1	Destroy in office after 3 years, if not made part of a case file.
Ambulance Call Reports	2004 and Older	6	6	Destroy in office originals 11 years from date of service.

This is being submitted for your consideration and approval. Please review and advise.

RB/dhd

**STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS**

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

<b>STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS</b>			
<b>ITEM #</b>	<b>RECORD SERIES TITLE</b>	<b>DISPOSITION INSTRUCTIONS</b>	<b>CITATION</b>
1.	<b>911 COMMUNICATION RECORDS</b> Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	<b>911 FILE</b> Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	<b>911 TAPE RECORDINGS</b>	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
4.	<b>ACCIDENT FILE</b> Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	<b>ACTIVITY REPORTS</b> Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

\*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<b>AMBULANCE CALL REPORTS (ACR)/PATIENT CARE REPORTS (PCR)</b>	<p>a) Transfer copy of report to the admitting hospital for inclusion into patient's medical record.</p> <p>b) Destroy in office originals 11 years from date of service.*</p>	
7.	<b>AMBULANCE DISPATCH RECORDS</b> Includes run number, date, time, address, phone number, reason for dispatch, age of patient, condition of patient, responders, and other related information.	Destroy in office after 3 years.*	
8.	<b>AMBULANCE SERVICE RUN LOG</b> Includes response number, location of call, responding unit, arrival and departure times, and other related information.	Destroy in office after 3 years.*	
9.	<b>ANNUAL REPORT</b> Annual report sent to the governing body of the municipality.	Retain in office permanently.	
10.	<b>ANNUAL SUBMISSION ON PERSONNEL AND ADMINISTRATION FUNDS FILE</b>	Destroy in office after 3 years.	
11.	<b>BUILDING INSPECTIONS</b> Record of building inspections indicating ownership, location, occupancy, type of construction, fire protection features, defects, etc.	<p>a) Destroy in office inspections with no defects after 3 years.*</p> <p>b) Destroy in office inspections with noted defects 3 years after defect is corrected.</p>	
12.	<b>COMPANY RUN REPORT (FIRE JOURNAL)</b> Listings of fire calls, alarms, personnel involved, equipment used and actions taken.	Destroy in office after 5 years.	

\*See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

# **SAMPSON COUNTY PARKS & RECREATION DEPARTMENT**

405 County Complex Rd.

Suite 130

Clinton, NC 28328

To: Mr. Ed Causey

From: Raymond Spell, Director

Subject: Proposed Rental Fee Increase

Date: August 25<sup>th</sup>, 2015

The SCPR Advisory Board has voted unanimously to increase the rental fees for our picnic shelters, ball fields and equipment bags. Our current rental fee schedule is \$8 per hour for a minimum of 3 hours, ballfields with lights and lined \$35 per hour for a minimum of 3 hours, ballfields without lights but lined \$20 per hour for a minimum of 3 hours, no current charge for equipment bags. The SCPR Advisory Board is proposing the following rental fee schedule: picnic shelters \$10 per hour for a minimum of 3 hours, ballfield with lights and lined \$40 per hour for a minimum of three hours, ballfield without lights but lined \$25 per hour for a minimum of 3 hours, and equipment bag rental for 2 days \$25 and for a full weekend Friday thru Monday \$40. They are asking that the proposed fee increase to be considered for approval to be in effect immediately.

Please contact my office if you have any further questions or comments.

Cc: Susan Holder Assistant County Manager



**Contract # 13 Fiscal Year Begins July 1, 2015 Ends June 30, 2016  
Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Warrick, Bradshaw & Lockamy, P.A. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 56-1134481 and DUNS Number 849719844 (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) State Certification (Attachment M)
  - (12) 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 July 1, 2015 and shall terminate on June 30, 2016. 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 \$171,200.00 per fiscal year. This amount consists of \$102,720.00 in Federal funds, \$8,560.00 in State Funds, \$59,920.00 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 \$171,200.00 for contract period.

- 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	Frank L. Bradshaw, President	Name & Title	Frank L. Bradshaw, President
Company Name	Warrick, Bradshaw & Lockamy, PA	Company Name	Warrick, Bradshaw & Lockamy, PA
Mailing Address	PO Box 1216	Mailing Address	609 College Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-590-2900		
Fax	910-590-2555		
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:**

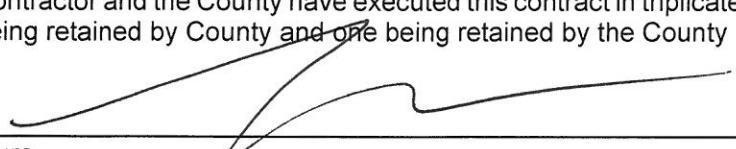
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**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. 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 8/17/15  
 Frank L. Bradshaw \_\_\_\_\_ President  
 Printed Name \_\_\_\_\_ Title

**COUNTY**  
  
 Signature (must be legally authorized to sign contracts for DSS) \_\_\_\_\_ Date 8/17/15  
 Sarah W. Bradshaw \_\_\_\_\_ DSS Director  
 Printed Name \_\_\_\_\_ Title

Signature (must be legally authorized to sign contracts for County) \_\_\_\_\_ 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

## 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 of 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 #13**

**Federal Tax Id. 56-1134481**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Warrick, Bradshaw & Lockamy, P.A.
2. *If different* from Contract Administrator Information in General Contract: Address SAME
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):**

1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
4. Paralegal Supervision – (App Code 359) – Monthly supervision of the agency paralegal.  
SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR:
5. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

**C. Rate per unit of Service (define the unit):**

Negotiated County Rate:

- a. Legal Attorney Services - \$85. per hour for Children and Adult Protective Services, Foster Care Services and Child Support Establishment and Enforcement services. (Rate must be inclusive of the attorney's time as well as any **adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- b. Paralegal Supervision - \$100. per month for supervision of the agency paralegal.
- c. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

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

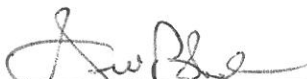
- 2000 Hours of legal services for Foster Care Services, Child Protective Services, Adult Protective Services, Child Support Establishment and Enforcement legal representation @ \$85. per hour = \$170,000.00.  
12 Months of Supervision of the Agency Paralegal @\$100. per month = \$1,200.00.


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

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

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

Sampson County and other areas as needed or directed by the agency.

  
\_\_\_\_\_  
**Sarah W. Bradshaw**  
8/17/15  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Frank L. Bradshaw**  
8/19/15  
\_\_\_\_\_  
**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



## 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:

Warrick, Bradshaw & Lockamy, P.A.  
Name of Organization

[Signature]  
Signature - Frank L. Bradshaw

8/14/15  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, Kelly B. Stancil, Notary Public for said County and State, certify that Frank L. Bradshaw personally appeared before me this day and acknowledged that he/she is President of Warrick, Bradshaw & Lockamy, P.A. 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 1st day of July, 2015.

Sworn to and subscribed before me this 14th day of August, 2015.

(Official Seal)



[Signature]  
Notary Public Signature

My Commission expires 08-01, 20 17

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**WARRICK, BRADSHAW & LOCKAMY, P.A.**

P O Box 1216  
Clinton, NC 28329  
(910) 590-2900

July 1, 2015

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

**Certification:**

I certify that Warrick, Bradshaw & Lockamy, P.A. 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:**

Frank L. Bradshaw being duly sworn, say that I am the President of Warrick, Bradshaw & Lockamy, P.A. of Clinton 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.



Frank L. Bradshaw

**Sworn to and subscribed before me on the day of the date of said certification.**



Notary Public Signature

My Commission expires 08.01, 20 17

<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 F**


**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

 _____ Signature – Frank L. Bradshaw	<u>President</u> _____ Title
<u>Warrick, Bradshaw &amp; Lockamy, P.A.</u> Agency/Organization	<u>8/14/11</u> _____ Date

## 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 – Frank L. Bradshaw

\_\_\_\_\_  
Warrick, Bradshaw & Lockamy, P.A.  
Agency/Organization

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
8/14/15  
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.



## 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 July, 2015, by and between Sampson County Department of Social Services (“Covered Entity”) and Warrick, Bradshaw & Lockamy, P.A. (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Attorney – Legal Services (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: \_\_\_\_\_

Frank L. Bradshaw  
Warrick, Bradshaw & Lockamy, P.A.

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.

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Contractor's Name: Warrick, Bradshaw & Lockamy, P.A. 8/14/11

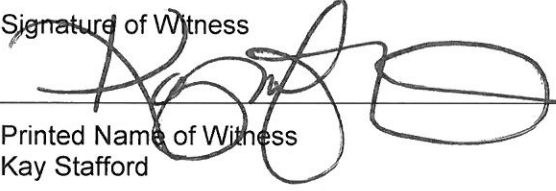
---

Signature of Contractor's Authorized Agent Date

---

Printed Name of Contractor's Authorized Agent Title  
Frank L. Bradshaw President

---

Signature of Witness Title  
 Child Support Supervisor II

---

Printed Name of Witness Date  
Kay Stafford

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: Warrick, Bradshaw & Lockamy, PA

CONTRACT NUMBER: 13

CONTRACT PERIOD: July 1, 2015 - June 30, 2016

PROVIDER'S FISCAL YEAR: January 1 - December 31

**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 Authorized Programmatic Individual

8/17/15  
\_\_\_\_\_  
DATE

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

7/21/15  
\_\_\_\_\_  
DATE

Revised effective 7-1-2013

**Contract # 14 Fiscal Year Begins July 1, 2015 Ends June 30, 2016**  
**Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Melissa I. Hales, PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 13-4288529 and DUNS Number 879507726 (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) State Certification (Attachment M)
  - (12) 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 July 1, 2015 and shall terminate on June 30, 2016. 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 \$63,750.00 per fiscal year. This amount consists of \$38,250.00 in Federal funds, \$3,188.00 in State Funds, \$22,312.00 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 \$63,750.00 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	Melissa I. Hales, President	Name & Title	Melissa I. Hales, President
Company Name	The Law Office of Melissa I. Hales, PLLC	Company Name	The Law Office of Melissa I. Hales, PLLC
Mailing Address	PO Box157	Street Address	126 Fayetteville Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-592-5000		
Fax	910-299-0014		
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. 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.

Melissa I. Hales 8-14-2015  
Signature Date

Melissa I. Hales President  
Printed Name Title

**COUNTY**

Sarah W. Bradshaw 8/17/15  
Signature (must be legally authorized to sign contracts for DSS) Date

Sarah W. Bradshaw DSS Director  
Printed Name Title

\_\_\_\_\_  
Signature (must be legally authorized to sign contracts for County) 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

**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 #14**

**Federal Tax Id. 13-4288529**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: The Law Office of Melissa I. Hales, PLLC
2. *If different* from Contract Administrator Information in General Contract:  
Address SAME
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):**

1. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.  
SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR:
2. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
3. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
4. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).

**C. Rate per unit of Service (define the unit):**

Negotiated County Rate:

Legal Attorney Services - \$85. per hour for Child Support Establishment and Enforcement services, Children and Adult Protective Services, and Foster Care Services legal representation. (Rate must be inclusive of **the attorney's time as well as any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)

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


750 Hours of legal representation for Child Support Establishment and Enforcement Foster Care Services, Child Protective Services, and Adult Protective Services @ \$85. per hour = \$63,750.

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

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

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

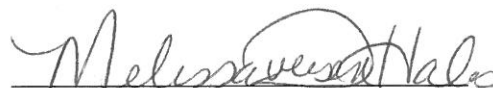
Sampson County and other areas as needed or directed by the agency.



Sarah W. Bradshaw

8/17/15

Date



Melissa I. Hales

8-14-2015

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

President

Title

The Law Office of Melissa I. Hales, PLLC

Agency/Organization

8-14-2015

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:

The Law Office of Melissa I. Hales, PLLC  
Name of Organization

Melissa I. Hales  
Melissa I. Hales

8-14-2015  
Date

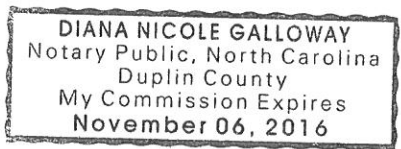
**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Duplin  
~~Sampson~~

I, Diana Nicole Galloway, Notary Public for said County and State, certify that Melissa I. Hales personally appeared before me this day and acknowledged that he/she is President of The Law Office of Melissa I. Hales, PLLC 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 1st day of July, 2015.

Sworn to and subscribed before me this 14th day of August, 2015.



(Official Seal)

Diana Nicole Galloway  
Notary Public Signature

My Commission expires Nov 6, 2016

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**THE LAW OFFICE OF MELISSA I. HALES, PLLC**  
P O Box 157  
Clinton, NC 28329  
(910) 592-5000

July 1, 2015

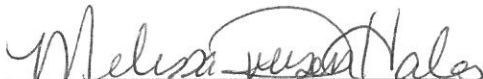
**To: Sampson County Department of Social Services**

**Certification:**

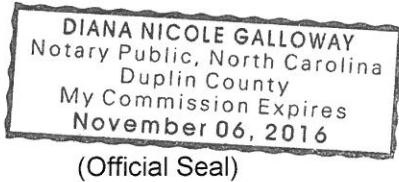
I certify that The Law Office of Melissa I. Hales, PLLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense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

**Sworn Statement:**

Melissa I. Hales being duly sworn, say that I am the President of The Law Office of Melissa I. Hales, PLLC of Clinton 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.

  
Melissa I. Hales

**Sworn to and subscribed before me on the day of the date of said certification.**



  
Notary Public Signature

My Commission expires Nov 6, 2016

<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 F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

Melissa Hales                      President  
Signature                                      Title

The Law Office of Melissa I. Hales, PLLC                      8-14-2015  
Agency/Organization                                      Date

## 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

President  
Title

The Law Office of Melissa I. Hales, PLLC  
Agency/Organization

8-14-2015  
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 \_\_\_\_\_ President \_\_\_\_\_  
Title

The Law Office of Melissa I. Hales, PLLC \_\_\_\_\_ 8-14-2015  
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 July, 2015, by and between Sampson County Department of Social Services (“Covered Entity”) and The Law Office of Melissa I. Hales, PLLC (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Attorney – Legal Services (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: Melissa I. Hales  
Melissa I. Hales  
The Law Office of Melissa I. Hales, PLLC

Date: 8-14-2013

## 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: The Law Office of Melissa I. Hales, PLLC

---

Signature of Contractor's Authorized Agent

Date



8-14-2015

---

Printed Name of Contractor's Authorized Agent  
Melissa I. Hales

Title  
President

---

Signature of Witness

Title

Child Support Supervisor II



---

Printed Name of Witness  
Kay Stafford

Date

8-14-15

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: The Law Office of Melissa I. Hales, PLLC

CONTRACT NUMBER: 14

CONTRACT PERIOD: July 1, 2015 - June 30, 2016

PROVIDER'S FISCAL YEAR: January 1 - December 31

**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 Authorized Programmatic Individual

8/17/15  
\_\_\_\_\_  
DATE

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

7/21/15  
\_\_\_\_\_  
DATE

Revised effective 7-1-2013

JIMMY THORNTON  
SHERIFF  
SAMPSON COUNTY



112 FONTANA ST  
CLINTON, NC 28328  
[www.sampsonsheriff.com](http://www.sampsonsheriff.com)

July 24, 2015

**MEMORANDUM**

To: Susan Holder, Assistant County Manager  
From: Sergeant Jessica Kittrell- Animal Control Division  
Re: Dangerous Dog Permit Fee

The Sampson County Animal Control Ordinance was passed May 5<sup>th</sup> 2014. The permit fee for owning a dangerous dog was not addressed. I would request to be placed on the upcoming agenda to propose to the commissioners approve a \$100.00 fee for the yearly permit to own a dangerous dog in Sampson County. I have referenced with two other surrounding counties, Cumberland and Johnston, and their current permit fee for dangerous dogs is \$100.00.

Health Director Wanda Robinson and Shelter Director Alan Canady concur with my recommendation.

Please contact me if I am placed on the agenda. Thank You.

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7035

**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 Jennifer Marie Bentley in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
<u>2014</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>104.89</u>

These taxes were assessed through clerical error as follows.

# 26221496  
CHA 8258 / turned in  
2007 car / traded

602	County Tax	<u>96.73</u>
	School Tax	_____
F08	Fire Tax	<u>8.16</u>
	City Tax	_____
	TOTAL \$	<u>104.89</u>

Yours very truly

Jennifer Marie Bentley  
Taxpayer

Mailing Address.

Jennifer Marie Bentley  
238 Brookewind Ln.  
Dunn, NC 28334-6478

X 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

7036

**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 Melissa Warren Knowles in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2014	\$ 148.33
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 148.33

These taxes were assessed through clerical error as follows.

2011 Jeep  
Bill # 0025965945  
Vehicle Sold, TAG Tuned IN  
TAG # JFW 2540

602 County Tax	137.56
School Tax	<del>10.77</del>
F18 Fire Tax	10.77
City Tax	
TOTAL \$	148.33

Yours very truly


+ Melissa Knowles  
Taxpayer

Mailing Address.

PO Box 2221  
Clinton, NC 28329

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7040

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 Falatoovich Farms in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2014	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>156.95</u>

These taxes were assessed through clerical error as follows.

#6714895  
BC P8288 / tag turned in  
2012 Ford / sold

601	County Tax	<u>94.74</u>
501	School Tax	<u>16.55</u>
	Fire Tax	_____
702	City Tax	<u>45.66</u>
	TOTAL \$	<u>156.95</u>

Yours very truly

X Marshall Falatoovich  
Taxpayer

X Federal ID# \_\_\_\_\_  
X ~~Social Security #~~ \_\_\_\_\_

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

Mailing Address.

Falatoovich Farms  
410 Beaver Dam Rd.  
Clinton, NC 28328

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7047

**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 Rodney Gerard Bowden in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2014	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>113.93</u>

These taxes were assessed through clerical error as follows.

#16458008  
XVR 8548 / tag turned in  
2008 Gmc / sold

Co 2	County Tax	<u>105.07</u>
	School Tax	_____
Hells Fork	Fire Tax	<u>8.86</u>
	City Tax	_____
	TOTAL \$	<u>113.93</u>

Yours very truly

Rodney D. Bowden  
Taxpayer

Mailing Address.

Rodney Gerard Bowden  
11017 Hobbsen Hwy  
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

7024

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 James Scott Underwood in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
2014	
TOTAL REFUND	\$ 248.81

These taxes were assessed through clerical error as follows.

# 23467708  
BMY3388 / LES TX NOV 2014  
2014 Nissan Maxima

62	County Tax	230.74
	School Tax	
F18	Fire Tax	18.07
	City Tax	
	TOTAL \$	248.81

Yours very truly

X James Scott Underwood  
Taxpayer

Mailing Address.

James Scott Underwood  
3156 B Heath Loop  
West Point, NY 10996

X 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

7052

**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 Barry + Cynthia Templin in Little Coharie Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR		
	<u>2014</u>	\$ <u>289.98</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	TOTAL REFUND	\$ <u>289.98</u>

These taxes were assessed through clerical error as follows.

*House was double billed in 2014 - software issue*

60/	County Tax	<u>289.98</u>
	School Tax	_____
	Fire Tax	_____
	City Tax	_____
	TOTAL \$	<u>289.98</u>

Yours very truly

*Barry Templin*  
Taxpayer

Mailing Address.

Barry Templin  
205 NW Railroad St  
Roseboro NC 28382  
(08-0449640-01)

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

7069

**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 Henry James Carr Jr in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2015	\$ 260.20
TOTAL REFUND	\$ 260.20

These taxes were assessed through clerical error as follows.

2011 Cadillac  
Bill # 0006713395  
Vehicle Sold, Tag Turned In  
Tag # M5A 4421

602 County Tax	NY.05
501 School Tax	26.91
Fire Tax	
102 City Tax	74.24 <del>26.91</del>
TOTAL \$	

Yours very truly

Henry James Carr, Jr.  
Taxpayer

Mailing Address.

P.O. Box 857  
CLINTON, NC 28329

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

[Signature]  
Sampson County Tax Administrator

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

7071

**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 Ann Rackley Oliver  
\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2010 - 2014	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>417.80</u>

listed in error

These taxes were assessed through clerical error as follows.

Acct. # 23015  
Mobile Home sold in 2009  
listed / pd 2010 Acct# 38309 Amanda Rose  
listed / pd 2011 Acct# 02911  
moved to Bladen Co. listed / pd by Sandra Army Spill

	Principal	Late list	Interest
G01 County Tax	358.30	13.35	1.45
School Tax			
F10 Fire Tax	42.81	1.70	.19
City Tax			
TOTAL \$	<u>417.80</u>		

Yours very truly

Ann Rackley Oliver  
Taxpayer

Mailing Address.

Ann Rackley Oliver  
1118 Bonnetsville Rd.  
Salisbury, NC 28385-9531

RECOMMEND APPROVAL:  
Jim Johnson  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082 7080

**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 Lauren Michele Johnson in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2014</u>	\$ <u>130.73</u>
/	\$ _____
/	\$ _____
/	\$ _____
/	\$ _____
/	\$ _____
TOTAL REFUND	\$ <u>130.73</u>

These taxes were assessed through clerical error as follows.

Bill # 0024694436  
2012 Honda  
Vehicle Totaled, Tag Tuned In  
Tag # CJE 3882

<u>Cab</u> County Tax	<u>101.46</u>
<u>SO</u> School Tax	<u>17.72</u>
<u>F19</u> Fire Tax	<u>11.61</u>
City Tax	_____
TOTAL \$	<u>130.73</u>

Yours very truly

Lauren Michele Johnson  
Taxpayer

Mailing Address.

P.O. Box 1853  
Clinton, NC 28329

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

7076

**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 Mary Frances Myers in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2013 &amp; 2014</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>604.09</u>

These taxes were assessed through clerical error as follows.

*Exemption granted*  
*Acct. # 87638*  
*Parcel # 19-0730240-01*  
*Acct. # 136606*  
*exemption given on wrong residence*

G01	County Tax	<u>537.55</u>
	School Tax	_____
F11	Fire Tax	<u>66.54</u>
	City Tax	_____
	TOTAL \$	<u>604.09</u>

Yours very truly  
sign here ↓

X Mary Frances Myers  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

Mailing Address.

Mary Frances Myers  
336 Houses Mill Rd.  
Newton Grove, NC 28366

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

August 27, 2015

**MEMO:**

FROM: Lorie Sutton, Director  
 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 Department of Aging be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558680-563900	Mid-Carolina COG senior games	5,000.00	
11999000-509700	Contingency		5,000.00
11998110-596050	Contribution to Aging	5,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868-409600	County contribution	5,000.00	


2. Reason(s) for the above request is/are as follows:

Mid Carolina Council of Governments has requested funds from all of their participating agencies to continue to host the annual Senior Games.

  
 (Signature of Department Head)


**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/27, 2015  
  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

# Mid-Carolina Area Agency on Aging

130 Gillespie Street • Post Office Drawer 1510 • Telephone (910) 323-4191 • Fax (910) 323-9330  
Fayetteville, North Carolina 28302

August 19, 2015

Board of Commissioners  
County of Sampson  
406 County Complex Road  
Clinton, NC 28328

Dear Commissioners:

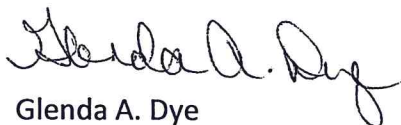
Mid-Carolina Area Agency on Aging has been coordinating and hosting the Mid-Carolina Senior Games covering Cumberland, Harnett and Sampson Counties for the past thirty years. Funding for our Senior Games has been the Older Americans Act, Disease Prevention and Health Promotion Services (OAA Title IIID). For the past decade, the aging network has been moving toward only implementing disease prevention and health promotion (DHP) programs that are evidence-based, qualifying under a three-tiered system. Under this system, Senior Games programs were able to receive funding under the lowest "Minimal Criteria."

Beginning July 1, 2016, OAA Title IIID funds will only be able to be used on health promotion programs that meet the highest-level criteria. The current three tiers will no longer exist, and Senior Games will no longer qualify for these funds. In order for Mid-Carolina to continue to hold the Regional Senior Games as currently organized, another funding source must be found.

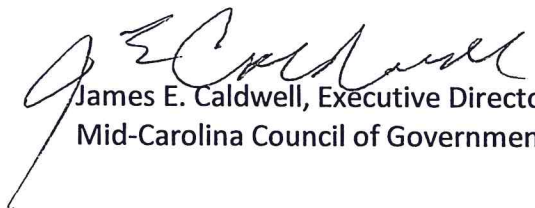
Mid-Carolina Area Agency on Aging is proposing and asking that each of the counties covered by the Mid-Carolina Senior Games participate in its continuation. Based upon the historical number of participants from Sampson County, we are requesting that \$5,000 be allocated to Mid-Carolina each fiscal year to support the senior games program in this Region.

Mid-Carolina Staff would be happy to come and speak to the Board of Commissioners regarding this proposal if so requested. Thank you so much for your consideration.

Sincerely,



Glenda A. Dye  
Aging Director



James E. Caldwell, Executive Director  
Mid-Carolina Council of Governments

Pc: County Manager

"PROGRESS THROUGH INTERGOVERNMENTAL COOPERATION"

## Mid-Carolina Senior Games 2015 Fee Report

Out of county	20	20	\$15	\$300.00
Early Bird	164	219	\$10	\$1,640.00
Early Bird- Silver	28		\$10	\$280.00
Early Bird- Both	27		\$10	\$270.00
Registration	168	221	\$11	\$1,848.00
Registration- Silver	32		\$11	\$352.00
Registration- Both	21		\$11	\$231.00
<b>Total</b>	<b>460</b>	<b>460</b>		<b>\$4,921.00</b>

## Mid-Carolina Senior Games 2015 County Report

County	Athletes	Artists	Both
Out of county	20	0	0
Cumberland	231	102	45
Harnett	85	7	5
Sampson	60	1	1
<b>Total</b>	<b>396</b>	<b>110</b>	<b>51</b>

## Mid-Carolina Senior Games 2015 Ethnic Report

Black/African American	231
American Indian/Alaska Native	30
Hispanic	7
White	173
Asian	3
Native Hawaiian/Pacific Islander	1
Unkonwn/refused	12
No Comment	3
<b>Total</b>	<b>460</b>

## Mid-Carolina Senior Games 2015 Income Report

Income less than \$11,490	59
Income less than \$15,510	45
No Response	356
<b>Total</b>	<b>460</b>

## 102 New Participants in 2015



## Mid-Carolina Senior Games 2014 Fee Report

Out of county	29	29	\$15	\$435.00
Early Bird	154	192	\$10	\$1,540.00
Early Bird- Silver	18		\$10	\$180.00
Early Bird- Both	20		\$10	\$200.00
Registration	205	253	\$11	\$2,255.00
Registration- Silver	27		\$11	\$297.00
Registration- Both	21		\$11	\$231.00
<b>Total</b>	<b>474</b>	<b>474</b>		<b>\$5,138.00</b>

## Mid-Carolina Senior Games 2014 County Report

County	Athletes	Artists	Both
Out of county	29	0	0
Cumberland	234	77	34
Harnett	84	7	6
Sampson	80	3	1
<b>Total</b>	<b>427</b>	<b>87</b>	<b>41</b>

## Mid-Carolina Senior Games 2014 Ethnic Report

Black/African American	214
American Indian/Alaska Native	31
Hispanic	7
White	195
Asian	8
Native Hawaiian/Pacific Islander	1
Unkonwn/refused	13
No Comment	5
<b>Total</b>	<b>474</b>

## Mid-Carolina Senior Games 2014 Income Report

Income less than \$10,830	73
Income less than \$14,570	49
No Response	352
<b>Total</b>	<b>474</b>

**109 New Participants in 2014**

## Mid-Carolina Senior Games 2013 Fee Report

Out of county	20	20	\$15	\$300.00
Early Bird	183	231	\$10	\$1,830.00
Early Bird- Silver	20		\$10	\$280.00
Early Bird- Both	28		\$10	\$200.00
Registration	136	189	\$11	\$1,496.00
Registration- Silver	35		\$11	\$198.00
Registration- Both	18		\$11	\$385.00
<b>Total</b>	<b>440</b>	<b>440</b>		<b>\$4,689.00</b>

## Mid-Carolina Senior Games 2013 County Report

County	Athletes	Artists	Both
Out of county	20	0	0
Cumberland	206	81	37
Harnett	81	20	11
Sampson	74	4	3
<b>Total</b>	<b>381</b>	<b>105</b>	<b>51</b>

## Mid-Carolina Senior Games 2013 Ethnic Report

Black/African American	196
American Indian/Alaska Native	21
Hispanic	7
White	179
Asian	2
Native Hawaiian/Pacific Islander	2
Unkonwn/refused	11
No Comment	22
<b>Total</b>	<b>440</b>

## Mid-Carolina Senior Games 2013 Income Report

Income less than \$10,830	74
Income less than \$14,570	38
No Response	328
<b>Total</b>	<b>440</b>

## 81 New Participants in 2013

## Mid-Carolina Senior Games 2012 Fee Report

Out of county	22	22	\$15	\$330.00
Early Bird	228	301	\$10	\$2,280.00
Early Bird- Silver	38		\$10	\$380.00
Early Bird- Both	35		\$10	\$350.00
Registration	93	157	\$11	\$1,023.00
Registration- Silver	21		\$11	\$231.00
Registration- Both	43		\$11	\$473.00
<b>Total</b>	<b>480</b>	<b>480</b>		<b>\$5,067.00</b>

## Mid-Carolina Senior Games 2012 County Report

County	Athletes	Artists	Both
Out of county	20	2	0
Cumberland	209	107	41
Harnett	86	26	17
Sampson	86	6	6
<b>Total</b>	<b>401</b>	<b>141</b>	<b>64</b>

## Mid-Carolina Senior Games 2012 Ethnic Report

Black/African American	217
American Indian/Alaska Native	31
Hispanic	10
White	175
Asian	3
Native Hawaiian/Pacific Islander	1
Unkonwn/refused	12
No Comment	31
<b>Total</b>	<b>480</b>

## Mid-Carolina Senior Games 2012 Income Report

Income less than \$10,830	75
Income less than \$14,570	42
No Response	363
<b>Total</b>	<b>480</b>

## 120 New Participants in 2012

## Mid-Carolina Senior Games 2012 Fee Report

Out of county	22	22	\$15	\$330.00
Early Bird	228	301	\$10	\$2,280.00
Early Bird- Silver	38		\$10	\$380.00
Early Bird- Both	35		\$10	\$350.00
Registration	93	157	\$11	\$1,023.00
Registration- Silver	21		\$11	\$231.00
Registration- Both	43		\$11	\$473.00
<b>Total</b>	<b>480</b>	<b>480</b>		<b>\$5,067.00</b>

## Mid-Carolina Senior Games 2012 County Report

County	Athletes	Artists	Both
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Harnett	86	26	17
Sampson	86	6	6
<b>Total</b>	<b>401</b>	<b>141</b>	<b>64</b>

## Mid-Carolina Senior Games 2012 Ethnic Report

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Unkonwn/refused	12
No Comment	31
<b>Total</b>	<b>480</b>

## Mid-Carolina Senior Games 2012 Income Report

Income less than \$10,830	75
Income less than \$14,570	42
No Response	363
<b>Total</b>	<b>480</b>

## 120 New Participants in 2012

COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

July 23, 2015

FROM: Sarah W. Bradshaw

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

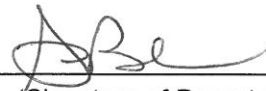
SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the Child Advocacy Center Department be amended as follows:

Expenditure Account	Expenditure Account Description	Increase	Decrease
14553400-519300	Medical Services	5,600.00	
14553400-526100	Office Supplies	10,700.00	
14553400-526201	Departmental Supplies-Equipment	6,889.00	
14553400-531100	Travel	760.00	
14553400-539500	Training	1,670.00	
14553400-551000	Office Furniture & Equipment	3,339.00	

Revenue Account	Revenue Account Description	Increase	Decrease
14535340-403608	State - CAC Grant	28,958.00	

2. Reason(s) for the above request is/are as follows: To carry forward unspent grant funds as of 6/30/15 to new fiscal year due to grant period ending 8/30/15.



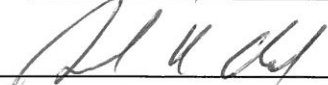
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.



8/25, 2015

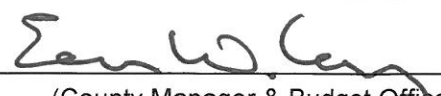


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_



(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: COOPERATIVE EXTENSION

23-Jul-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		\$1,137.00
04449500-531100	TRAVEL		\$1,242.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034950-403601	4-H JUNTOS PROG REVENUE (NCSU)		\$2,379.00

2. Reason(s) for the above request is/are as follows:

TO CORRECT 2015-2016 BUDGET DUE TO NCSU AGREEMENT (\$5750). TOTAL FUNDING CONTRACT TERM IS FROM 2/2/15 - 1/31/16 & THE ABOVE TOTAL WAS SPENT IN 2014-2015.



(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

 , 20 15

(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**

**MEMO:** 20-Aug-15

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	2,000.00	
04449500-531130	TRAVEL	4,250.00	
04449500-539530	EMPLOYEE TRAINING	250.00	

<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 & EMPLOYEE TRAINING EXPENDITURE ACCOUNTS

*Eileen A. Cote*

\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 0

*8/25*, 2015

*[Signature]*

\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

*[Signature]*

\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

August 28, 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 Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
61971000-544000	Water contract services	29,700.00	
11142600-535100	Public bldgs maint/repair buildings	37,218.00	
11142600-535123	Public bldgs maint/repair spec projects	15,000.00	
11142600-535128	Pub bldgs maint/repair old animal shelter	8,800.00	
11141600-555000	Courts capital outlay other	61,731.00	
11141600-558000	Courts capital outlay bldg improvements	25,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
61937100-409800	Fund balance approp encumbrances	29,700.00	
11039999-409800	Fund balance approp encumbrances	147,749.00	

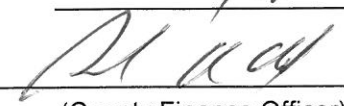
2. Reason(s) for the above request is/are as follows:

To bring forward amounts for items and services 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**

August 28, 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 City Schools Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110-555030	Category 1 capital outlay	6,325.00	
11659110-555031	Category 2 capital outlay	1,330.00	
11659110-550000	Unallocated capital outlay		7,655.00


<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:  
 To reallocate funds to reimburse school system for capital expenditures.

  
 \_\_\_\_\_  
 (Signature of Department Head)


**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

  
 \_\_\_\_\_  
 (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**

Number: 5

Fund: State Public School Fund

The Clinton City Board of Education at a meeting on the **16th day of July 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, 2015.

**SEE ATTACHED LISTING**


Total appropriation in the current budget:	\$	18,126,001.68
Total increase/decrease of amendment	\$	15,900.00
Total appropriation in amended budget	\$	18,141,901.68

Passed by majority vote of the Clinton City Board of Education on the **16th day of July 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

  
\_\_\_\_\_  
Chairperson,  
Board of Education

\_\_\_\_\_  
Chairperson,  
Board of County Commissioners

  
\_\_\_\_\_  
Secretary,  
Board of Education

\_\_\_\_\_  
Secretary,  
Board of County Commissioners

## BUDGET AMENDMENT

Code	Description	Increase	Decrease
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$1,086.00	
1.6550.056.171.000.000.00	SALARY-DRIVER	\$1,008.00	
1.6550.056.211.000.000.00	EMPLOYERS SOC SEC COST	\$78.00	
	<b>Transportation Allocation</b>		
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$14,744.00	
1.5110.045.183.304.000.00	BONUS PAY	\$12,000.00	
1.5110.045.211.000.000.00	FICA	\$918.00	
1.5110.045.221.000.000.00	EMPLOYERS RETIREMENT COST	\$1,826.00	
	<b>Funding for Compensation Bonus</b>		
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$2,208.00	
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$1,823.00	
1.5110.003.211.000.000.00	EMPLOYER'S SOC. SEC. COST	\$152.00	
1.5110.015.462.000.000.00	PURCHASE OF NON CAP. COMPUTER EQUIPMEN	\$233.00	
	<b>Substitute Refund and Fines and Forfeitures</b>		
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH		\$2,138.00
1.5110.015.462.000.000.00	PURCHASE OF NON CAP. COMPUTER EQUIPMENT		\$2,138.00
	<b>Reduction for Indian Gaming</b>		

**CLINTON CITY SCHOOLS  
BUDGET AMENDMENT**

Number: 5

Fund: Current Expense Fund

The Clinton City Board of Education at a meeting on the **16th day of July 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, 2015.

**SEE ATTACHED LISTING**

Total appropriation in the current budget:	\$	4,914,154.20
Total increase/decrease of amendment	\$	-
Total appropriation in amended budget	\$	4,914,154.20

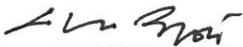
Passed by majority vote of the Clinton City Board of Education on the **16th day of July 2015**

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



\_\_\_\_\_  
Chairperson,  
Board of Education

\_\_\_\_\_  
Chairperson,  
Board of County Commissioners



\_\_\_\_\_  
Secretary,  
Board of Education

\_\_\_\_\_  
Secretary,  
Board of County Commissioners

## BUDGET AMENDMENT

Code	Description	Increase	Decrease
2.5110.027.142.000.000.00	TEACHER ASSISTANT-NCLB	\$403.00	
2.5120.013.121.308.000.00	SALARY - TEACHER	\$5,057.00	
2.5830.007.131.000.000.00	INSTRUCTIONAL SUPPORT I-REGULAR TC]	\$18,687.00	
2.6530.802.321.000.000.00	PUBLIC UTILITIES-ELECTRIC SERVICES		\$52,740.00
2.6540.003.173.000.000.00	CUSTODIAN	\$12,024.00	
2.5500.842.333.000.000.00	Field Trips	\$1,100.00	
2.5110.012.148.308.308.00	SALARY - DRIVER'S EDUCATION	\$2,150.00	
2.6200.032.131.000.000.00	Salary - Compliance Specialist	\$4,719.00	
2.7200.035.182.000.000.00	Travel	\$2,600.00	
2.5350.069.116.330.000.00	Salary - Assistant Principal	\$6,000.00	
	<b>Budget actual expenditures</b>		

**CLINTON CITY SCHOOLS  
BUDGET AMENDMENT**

Number: 5

Fund: Federal Programs

The Clinton City Board of Education at a meeting on the **16th day of July 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, 2015.

**SEE ATTACHED LISTING**


Total appropriation in the current budget:	\$	2,584,886.41
Total increase/decrease of amendment	\$	73,566.65
Total appropriation in amended budget	\$	2,658,453.06

Passed by majority vote of the Clinton City Board of Education on the **16th day of July 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

  
\_\_\_\_\_  
Chairperson,  
Board of Education

\_\_\_\_\_  
Chairperson,  
Board of County Commissioners

  
\_\_\_\_\_  
Secretary,  
Board of Education

\_\_\_\_\_  
Secretary,  
Board of County Commissioners

## BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.3600.058.000.000.000.00	Revenue - CTE Capacity Building		\$348.55
3.6120.058.411.000.000.00	SUPPLIES AND MATERIALS		\$107.12
3.5120.058.163.000.000.00	Salary - Substitute		\$105.00
3.5120.058.211.000.000.00	Social Security		\$8.03
3.6120.058.459.000.000.00	Food Purchases		\$128.40
	<b>Budget actual allocation</b>		
3.3600.050.000.000.000.00	IASA TITLE I-LEA BASIC PROGRAM	\$2,076.00	
3.5880.050.411.330.330.00	Supplies and Materials		\$245.00
3.5330.050.184.304.304.00	LONGEVITY PAY	\$416.00	
3.5330.050.162.320.320.00	SUBSTITUTE PAY	\$45.00	
3.5330.050.162.330.330.00	REMEDIAL/SUPPL K-12:SUB PAY-REG. ABS	\$1,263.00	
3.5330.050.211.304.304.00	SOCIAL SECURITY	\$31.82	
3.5330.050.211.320.320.00	SOCIAL SECURITY	\$3.44	
3.5330.050.211.330.330.00	REMEDIAL & SUPPL K-12/EMPLOYER'S SS-	\$96.62	
3.5330.050.221.304.304.00	RETIREMENT	\$63.27	
3.5330.050.232.304.304.00	EMPLOYERS' WORKERS' COMP INSURANC	\$302.00	
3.5330.050.411.000.000.00	INSTRUCTIONAL SUPPLIES		\$588.22
3.5340.050.181.316.000.00	SUPPLEMENT/SUPPLEMENTARY PAY	\$56.29	
3.5340.050.211.316.000.00	EMPLOYER'S SOCIAL SECURITY COST-REC	\$4.31	
3.5340.050.221.316.000.00	EMPLOYER'S RETIREMENT COST-REGULA	\$8.56	
3.5860.050.211.000.000.00	EMPLOYER'S SOCIAL SECURITY COST-REC	\$4.74	
3.5860.050.221.000.000.00	EMPLOYER'S RETIREMENT COST-REGULA	\$9.43	
3.5880.050.411.304.304.00	SUPPLIES AND MATERIALS		\$196.00
3.6300.050.231.000.000.00	EMPLOYER'S HOSPITAL INSURANCE COST	\$100.52	
3.8100.050.392.000.000.00	INDIRECT COST	\$51.22	
3.5860.050.184.000.000.00	LONGEVITY	\$62.00	
3.5880.050.342.330.330.00	Parent Involvement - Postage	\$245.00	
3.5880.050.459.316.316.00	PARENT INVOLVEMENT-OTHER FOOD (sna	\$146.00	
3.5880.050.342.304.304.00	Parent Involvement - Postage	\$196.00	
	<b>Budget actual allocation</b>		
3.3600.110.000.000.000.00	21st Century Program Revenue	\$71,839.20	
3.5350.110.411.000.000.00	Instructional Supplies	\$71,839.20	
	<b>Budget Program Carryover</b>		

**CLINTON CITY SCHOOLS  
BUDGET AMENDMENT**

Number: 5

Fund: Special Revenue Fund

The Clinton City Board of Education at a meeting on the **16th day of July 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, 2015.

**SEE ATTACHED LISTING**

Total appropriation in the current budget:	\$	1,025,694.44
Total increase/decrease of amendment	\$	28,136.00
Total appropriation in amended budget	\$	1,053,830.44

Passed by majority vote of the Clinton City Board of Education on the **16th day of July 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



\_\_\_\_\_  
Chairperson,  
Board of Education

\_\_\_\_\_  
Chairperson,  
Board of County Commissioners



\_\_\_\_\_  
Secretary,  
Board of Education

\_\_\_\_\_  
Secretary,  
Board of County Commissioners



## BUDGET AMENDMENT

Code	Description	Increase	Decrease
8.4430.840.000.308.308.00	CONTRIBUTIONS AND DONATIONS	\$8,000.00	
8.5501.840.411.308.308.00	SUPPLIES AND MATERIALS	\$8,000.00	
	<b>Appropriation of Gate Receipts</b>		
8.4430.505.000.000.000.00	Contributions and Donations - Simple Gifts	\$3,000.00	
8.5110.505.333.320.320.38	Field Trips - Junior Beta	\$3,000.00	
	<b>Contribution for Jr. Beta</b>		
8.4491.499.000.000.000.00	C.A.F.E.	\$12,000.00	
8.8600.499.411.000.000.00	C.A.F.E.- SUPPLIES AND MATERIALS	\$12,000.00	
	<b>Contribution CAFÉ projects</b>		
8.4495.000.000.000.000.00	MISC REVENUE	\$5,136.00	
8.5111.301.123.308.000.00	SALARY-JROTC INSTRUCTOR	\$789.00	
8.5340.413.311.000.000.00	CONTRACTED SERVICES		\$9,675.00
8.6540.403.173.000.000.00	CUSTODIAN	\$341.00	
8.6850.489.149.000.000.00	SCH RESOURCE OFFICER (FACILITY SECUI	\$1,696.00	
8.5840.009.188.316.000.00	Annual Leave Payoff	\$11,985.00	
	<b>Budget actual expenditures</b>		

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     4    

Meeting Date: September 8, 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

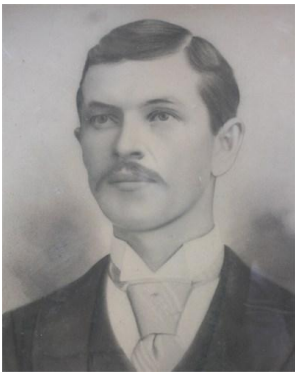
*For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.*

- a. Garland Community Day Celebration
- b. NCACC and NACO Resolution: Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jail

# ***The 2<sup>nd</sup> Annual Garland Community Day*** ***Saturday, October 3, 2015***

***8:00 AM – 10 PM***

***“Honoring Yesterday, Celebrating Today, Embracing Tomorrow”***



***Vendors 8:30 AM – 8:00 PM***

***Unity Ceremony 9:00 AM***

***Community Parade 10:30 AM***

***Entertainment 12:00 Noon – 4:00 PM***

***Health Fair 12 Noon – 2:00 PM***

***Arts & Crafts 12 Noon – 4:00 PM***

***Amusement Games 12 Noon – 4:00 PM***

***Youth Dance Contest – 5:00 PM***

***Street Dance 6:00 PM – 10:00 PM***

***Featuring:***

***Mr. Kyle Cashwell, Grand Marshall***

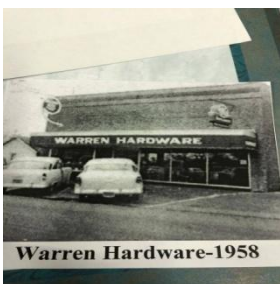
***Ms Ashanti Matthews, Jr. Grand Marshall***

***Miss India Autry, Ms Greatness Grows in Garland***

***And our Home Town Favorite Parade Announcers***

***Mrs. Judy C. Smith & Mr. Gerald Johnson***

***“GREATNESS GROWS IN GARLAND”***



*The 2<sup>nd</sup> Annual Garland Community Day 2015*

*Saturday, October 3, 2015*

<i>6:30 AM – 8:30 AM</i>	<i>Vendor Setup</i>	
<i>8:00 AM – 8:00 PM</i>	<i>Vendors</i>	<i>Downtown Garland</i>
<i>9:00 AM</i>	<i>Community Unity Ceremony</i>	<i>Rotary Park</i>
<i>9:30 AM</i>	<i>Parade Line Up</i>	<i>W. 7<sup>th</sup> Street</i>
<i>10:30 AM</i>	<i>Community Parade</i>	<i>W. 7<sup>th</sup> &amp; 701 South</i>
<i>11:30 am - 5 PM</i>	<i>Musical Entertainment Health Fair Arts &amp; Crafts</i>	<i>Downtown Garland</i>
<i>11:30 - 5 PM</i>	<i>Games, Activities</i>	<i>Downtown Garland</i>
<i>5 PM – 6PM</i>	<i>Youth Dance-Off</i>	<i>Downtown Garland</i>
<i>6:00 – 10:00p</i>	<i>Street Dance</i>	<i>Downtown Garland</i>

*\*Garland T-Shirts will be on sale for \$10.00*

## Susan Holder

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**Subject:** FW: NCACC Board of Directors encourages counties to adopt Stepping Up resolution  
**Attachments:** NC version - Final - stepping up resolution.docx

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**From:** NCACC [<mailto:ncacc@ncacc.org>]  
**Sent:** Wednesday, July 08, 2015 3:45 PM  
**To:** Todd McGee; Chair Commissioners  
**Cc:** County Clerks; County Managers  
**Subject:** NCACC Board of Directors encourages counties to adopt Stepping Up resolution

At its June 24 meeting, the NCACC Board of Directors unanimously approved a sample resolution supporting the Stepping Up Initiative being led by the National Association of Counties. The Board asked that the sample resolution, which was first reviewed and approved by the Human Services Steering Committee, be sent to all 100 counties with encouragement for each county to adopt. The resolution is attached to this email and can be customized by your county.

Stepping Up is a national initiative to reduce the number of people with mental illnesses in county jails. NACo is one of several partners in this effort, which also includes the National Sheriffs Association and the National Alliance on Mental Illness (NAMI).

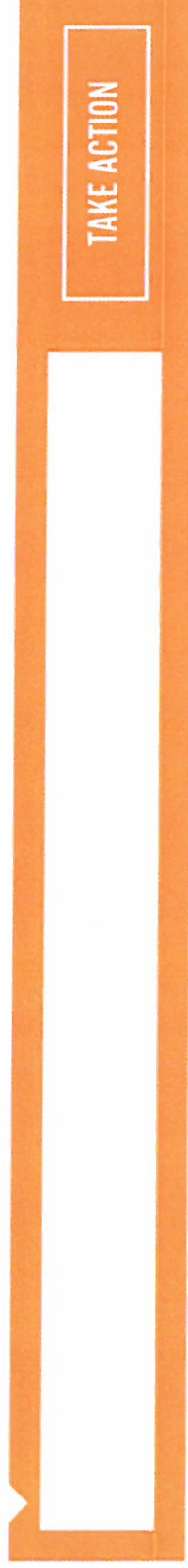
NACo has provided many resources on its website to support counties who are interested in this issue. Several North Carolina counties have already adopted this resolution, and we hope to see that number increase. Please visit the link below for more information:

<http://www.naco.org/resources/programs-and-initiatives/stepping-initiative>

If you should have any questions, please contact Public Relations Director Todd McGee at (919) 715-7336 or [todd.mcgee@ncacc.org](mailto:todd.mcgee@ncacc.org).

Thank you.

# The Stepping Up Initiative



The National Association of Counties (NACo), the Council of State Governments (CSG) Justice Center <<http://www.csjusticecenter.org/>> , and the American Psychiatric Association Foundation (APAF) <<http://www.americanpsychiatricfoundation.org/>> have come together to lead a national initiative to help advance counties' efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails. With support from the U.S. Justice Department's Bureau of Justice Assistance <<http://www.bja.gov/>> , the initiative will build on the many innovative and proven practices being implemented across the country.

In May 2015, NACo and partners at the CSG Justice Center and APAF launched Stepping Up: A National Initiative to Reduce the Number of People with Mental Illnesses in Jails <<http://www.stepuptogether.org/>> and announced a Call to Action demonstrating strong county and state leadership and a shared commitment to a multi-step planning process that can achieve concrete results for jails in counties of all sizes. As part of this Call to Action, county elected officials are being asked to pass a resolution and work with other leaders (e.g., the sheriff, judges, district attorney, treatment providers, and state and local policymakers), people with mental illnesses and their advocates, and other stakeholders to reduce the number of people with mental illnesses in jails.

Stepping Up participants receive an online resources toolkit <<http://www.stepuptogether.org/toolkit>> to assist with efforts, including a series of webinars, exercises and related distance-learning opportunities; peer-to-peer exchanges; and key resources from initiative partners. The online toolkit includes self-assessment checklists and information to assist counties in identifying how much progress they have already made and a planning template to help county teams develop data-driven strategies that are tailored to local needs.

## Initiative Resources

**Susan Holder**

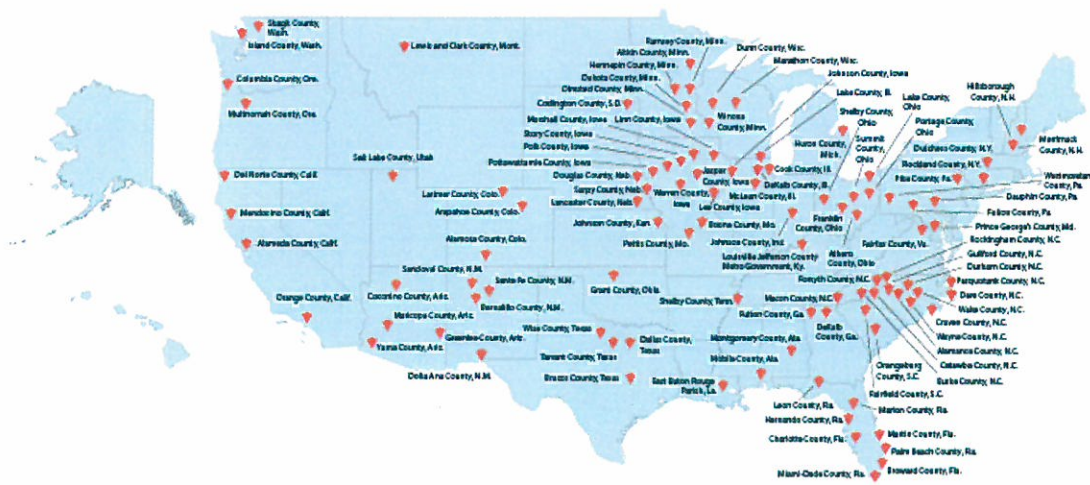
**From:** NACo <naco@naco.org>  
**Sent:** Friday, August 28, 2015 2:26 PM  
**To:** Susan Holder  
**Subject:** Over 100 County Resolutions Support Stepping Up

Having trouble viewing this email? [Click Here](#)



**MORE THAN 100 COUNTIES HAVE SUPPORTED STEPPING UP. HAS YOURS?**

More than 100 counties have [passed resolutions](#) to implement initiatives to reduce the number of people with mental illnesses in county jails.



*\*As of August 28, 2015*

In May 2015, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Association Foundation launched *Stepping Up* and announced a Call to Action demonstrating strong county and state leadership and a shared commitment to a multi-step planning process to achieve concrete results for jails in counties of all sizes. As part of this Call to Action, we are encouraging counties to pass [resolutions](#) and work with other stakeholders to reduce the number of people with mental illnesses in jails.

*"Stepping Up" is a long overdue program. Recognizing that jails are not an appropriate therapy for the treatment of mental illness is the essential starting point. It is imperative to put our resources to work in a concerted effort to solve this critical problem. Too long have we relied on penal institutions to serve the functions of a hospital.*

— ROCKINGHAM COUNTY, N.C. BOARD OF COMMISSIONERS CHAIR MARK RICHARDSON

*Stepping Up* participants receive an online [resources toolkit](#) to assist with efforts, including a series of webinars, exercises and related distance-learning opportunities; peer-to-peer exchanges; and key resources from initiative partners. The next webinar will be held on Thursday, September 10<sup>th</sup> at 2:00 p.m. EDT. [Click here](#) to register.

It's not too late for your county to pass a resolution or proclamation in support of *Stepping Up*.

1. Review the [sample resolution](#) and adjust it to fit your county's needs.
2. Once you pass a resolution, submit it to Nastassia Walsh at NACo at [nwalsh@naco.org](mailto:nwalsh@naco.org).

Already passed a resolution? Share it with NACo to be recognized. Email a copy of the resolution to Nastassia Walsh at [nwalsh@naco.org](mailto:nwalsh@naco.org).

**Questions?** Please contact Nastassia Walsh, [nwalsh@naco.org](mailto:nwalsh@naco.org) or 202.942.4289, with any questions.



## MEDIA COVERAGE

[Click here](#) to read the latest media coverage of *Stepping Up*.



**Stronger Counties. Stronger America.**



**“Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jails”**

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jails each year; and

WHEREAS, prevalence rates of serious mental illnesses in confinement facilities are three to six times higher than for the general population, with statistics showing that almost 13% of North Carolina’s prison population requires some type of intervention due to mental health issues; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses can continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals, their families, and their communities; and

WHEREAS, county jails are generally an unsafe environment for those with mental health treatment needs; and

WHEREAS, the North Carolina Association of County Commissioners has undertaken a serious effort to address the local service needs of those with mental illnesses through the appointment of a special Task Force; and

WHEREAS, Sampson County, like all counties, takes pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient, safe, and socially just ways; and

WHEREAS, through the Stepping Up Initiative, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation are encouraging counties to reduce the number of people with mental illnesses in county jails.

Now therefore, be it resolved by the Board of Commissioners of Sampson County,

1. That the Board of Commissioners does hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail and commits to sharing lessons learned with other counties in North Carolina and across the country to support the Stepping Up Initiative; and

2. That the Board of Commissioners will utilize resources available through the Stepping Up Initiative and other resources provided by the Council of State Governments Justice Center to convene a diverse team of leaders and decision makers from multiple agencies who are committed to safely reducing the number of people with mental illnesses in jails, and

3. That this team will utilize the comprehensive resources available through the Stepping Up Initiative to develop a plan to reduce the number of people with mental illness in the county jail for 2016-2020, consistent with the Council of State Governments Justice Center report and recommendations, to be presented to the Board of Commissioners at its first meeting in December 2015.

ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

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

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

## 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.