



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
August 1, 2016**

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

**Tab 1 Reports and Presentations**

- a. Recognition of Retirees 1
- b. Recognition of CES Extension Agent 2

**Tab 2 Planning and Zoning Items**

- a. RZ-7-16-1: Request to Rezone 2.5 Acres at 10422 Faison Highway from RA-Residential Agriculture to C-Commercial 3 - 6
- b. Planning Board Appointment 7

**Tab 3 Action Items**

- a. Appointment - Advisory Board of Older Adult Services 8 - 10

**Tab 4 Consent Agenda**

- a. Approve the minutes of the July 11, 2016 meeting 11
- b. Approve the minutes of the July 11, 2016 meeting 12 - 19
- b. Adopt a proclamation honoring Reverend Ray Charles Bolton on his 13<sup>th</sup> pastoral anniversary 20
- c. Approve the legal services contracts between Sampson County (Department of Social Services) and Tiffany Naylor and Warrick & Bradshaw 21 - 70
- d. Authorize execution of the grant documents related to the NC Rural Infrastructure Authority grant award for the Farm Fresh Produce Distribution project 71 - 99
- e. Approve revisions to the Sampson-Clinton Public Library Fine, Fees and Replacement Policy and the Registration and Lending Policy as recommended by the Library Board of Trustees 100 - 104
- f. Approve a late disabled veterans tax exclusion application for Bobby A. Owens 105 - 107
- g. Approve tax refunds as submitted 108 - 111
- h. Approve budget amendments as submitted 112 - 115

<b>Tab 5</b>	<b>Board Information</b>	<b>116</b>
	a. Letter of Appreciation from Sampson County History Museum	<b>117</b>
	b. Sampson Area Transportation – FY 2016-17 Annual Success Plan (required by NC DOT)	<b>118 - 125</b>
	c. NCACC Request for Legislative Goals	<b>126 - 127</b>
	d. SRMC – Request for Attendance at Annual Budget Presentation (September 26, 6 pm)	<b>128</b>
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	<b>Adjournment</b>	

**OUR PUBLIC CHARGE**

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    1 (a)

Meeting Date:    August 1, 2016                       Information Only                       Public Comment  
    Report/Presentation                       Closed Session  
    Action Item                                       Planning/Zoning  
    Consent Agenda                                       Water District Issue

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SUBJECT:                      Recognition of Retirees

DEPARTMENT:                      Governing Body

PUBLIC HEARING:                      No

CONTACT PERSON:                      Chairman Billy Lockamy

PURPOSE:                      To recognize County employees for their dedicated service

ATTACHMENTS:                      None

BACKGROUND:                      Retirees as of August 1:  
  
   Alice Williams (Detention Center) - May 2000 - June 2016  
   Grace Weeks (Aging/Transportation) - July 1990 - July 2016  
   Michelle Hill (Sheriff's Department) - September 1988 - July 2016  
   Janet Melvin (Social Services) - September 1989 - July 2016

RECOMMENDED ACTION OR MOTION:                      Present retirees with a County plaque in recognition of their years of service to the County

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    1 (b)

Meeting Date:    August 1, 2016

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

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SUBJECT:                    Recognition of CES Extension Agent

DEPARTMENT:            Cooperative Extension Service

PUBLIC HEARING:        No

CONTACT PERSON:      Eileen Coite, CES Director  
                                 James Hartsfield, Extension Agent

PURPOSE:                To recognize James Hartsfield for promotion to full agent

ATTACHMENTS:         None

BACKGROUND:           James Hartsfield, who has served both Sampson and Duplin counties for a number of years, was recently promoted from associate agent to full agent status by Extension Administration. Mr. Hartsfield's position is fully funded through NC A&T State University.

RECOMMENDED ACTION OR MOTION:    Recognize Mr. Hartsfield

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    2 (a-b)

Meeting Date: August 1, 2016	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes (item a); No (item b)

CONTACT PERSON: Mary Rose, Planning Director

PURPOSE: To consider actions on planning and zoning items as recommended by Planning Board

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

- a. **RZ-7-16-1** Planning staff will review a request to rezone approximately 2.5 acres located at 10422 Faison Highway from RA-Residential Agriculture to C-Commercial. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request was consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along NC Highway 403, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.
- b. **Planning Board Appointment** Planning staff requests the reappointment of Ann Naylor to a second term on the planning board.

RECOMMENDED ACTION OR MOTION:

- a. Motion to **approve** rezoning request RZ-7-16-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-7-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along NC Highway 403, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan.*
- b. Motion to reappoint Ann Naylor to the Planning Board



Clinton-Sampson Planning Department  
227 Lisbon Street  
Post Office Box 199  
Clinton, North Carolina 28329  
(910) 299-4904 (T) - (910) 592-4261 (F)



**To:** Ed Causey, County Manager  
**From:** Mary M. Rose, Planning Director  
**Subject:** July 18, 2016 Sampson County Planning and Zoning Board Meeting -  
County Board of Commissioners August 1, 2016 Agenda Item  
**Date:** July 19, 2016

The following request was addressed by the Planning and Zoning Board at their July 18, 2016 meeting:

**RZ-7-16-1** - A rezoning request by Eugene Pearsall to rezone approximately 2.5 acres at 10422 Faison Highway from RA-Residential Agriculture to C-Commercial was unanimously recommended for approval with the following findings of fact and zoning consistency statement:

1. Eugene Pearsall has signed the rezoning as owner of the property.
2. This rezoning will include approximately 2.5 acres as shown on the location map.
3. The property is currently split zoned by RA-Residential Agriculture and C-Commercial. The applicant is proposing to rezone the existing RA-Residential Agriculture zoned portion of the property to Commercial to expand the existing commercial use of the property. (see attached site map)
4. The property is located less than 3200 feet from I-40.
5. All adjacent property owners within 100' have been notified by mail and the property has been posted.

**Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-7-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along NC Highway 403, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY  
PLANNING AND ZONING BOARD

Meeting Date  
July 18, 2016

Members Present  
Ann Naylor  
Sherri Smith  
Debra Bass  
Gary Mac Herring  
Gary Henry

Members Absent  
Steve Parker  
Nancy Blackman

Minutes Approved

Upon a motion by Sherri Smith and seconded by Debra Bass, the minutes of the May 16, 2016 meeting were unanimously approved as presented.

**RZ-7-16-1**

A rezoning request by Eugene Pearsall to rezone approximately 2.5 acres at 10422 Faison Highway from RA-Residential Agriculture to C-Commercial. (See attached location map)

Staff has prepared the following findings of fact and zoning consistency statement for consideration by the Planning Board:

1. Eugene Pearsall has signed the rezoning as owner of the property.
2. This rezoning will include approximately 2.5 acres as shown on the location map.
3. The property is currently split zoned by RA-Residential Agriculture and C-Commercial. The applicant is proposing to rezone the existing RA-Residential Agriculture zoned portion of the property to Commercial to expand the existing commercial use of the property. (see attached site map)
4. The property is located less than 3200 feet from I-40.
5. All adjacent property owners within 100' have been notified by mail and the property has been posted.

**Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-7-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along NC Highway 403, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan.

DECISION. After Board discussion, Debra Bass moved to recommend approval of this rezoning request as presented with the above referenced zoning consistency statement, the motion was seconded by Ann Naylor and unanimously recommended for approval by the Board.

Ayes: Unanimous

There being no further business, the meeting was adjourned at 6:50 p.m.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

**RZ-7-16-1**  
**Eugene Pearsall**  
**10422 Faison Highway**



C Commercial



Proposed Property



Property Owners Within 100'





***Clinton-Sampson***  
**Planning and Development**  
227 Lisbon Street  
Post Office Box 199  
Clinton, North Carolina 28329



To: Ed Causey, County Manager  
From: Mary M. Rose, Planning Director  
Subject: Agenda Item – Sampson County Planning Board Appointment  
Date: July 15, 2016

At this time Planning staff respectfully requests consideration of an appointment to the Sampson County Planning Board. Please consider Mrs. Ann Naylor to be appointed for a second term. Mrs. Naylor resides at 2988 Church Road, Clinton, NC and is the owner of Naylor Realty.

Mrs. Naylor has been an exemplary Board member, with her real estate knowledge and prior service uniquely qualifying her for this seat due to the value of her understanding of land development, zoning, and quasi-judicial procedures.

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager



## Susan Holder

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**From:** Lori Sutton  
**Sent:** Wednesday, July 20, 2016 5:26 PM  
**To:** Susan Holder  
**Subject:** Advisory Board of Older Adult Services - request of change of members

Susan,

I need to request the following for our Advisory Board of Older Adult Services:

We need to take off the following names:

Eldora Laws  
Rochelle Stuart  
Stanley Royal  
Dorothy Hart  
Gene Hart

We need to replace the DSS representative from Carla Johnson to Nina Williams.

I would like to request the following people to serve on our board:

Lorie Johnson  
531 Cedar Lake Lane  
Clinton, NC 28328

Robert Cashwell  
PO Box 52  
Autryville, NC 28318

Ruby Cashwell  
PO Box 52  
Autryville, NC 28318

William Boney  
77 Little Egypt Road  
Willard, NC 28478

Shirley Cooper  
211 Jackson Street  
Salemberg, NC 28385

Denise Thompson  
PO Box 1056  
Roseboro, NC 28382

Do I need to give you any further information?

Thank you.

*Lorie B. Sutton*



**Lorie B. Sutton, Director**

Sampson County Department of Aging/Sampson Area Transportation

405 County Complex Road; Suite 140

Clinton, NC 28328

(p) 910-592-4653 (f) 910-590-2142

**[www.sampsonnc.com](http://www.sampsonnc.com)**



The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, July 11, 2016 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Harry Parker and Clark H. Wooten.

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

### **Approval of Agenda**

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

#### **Item 1: Roads (first Monday of each quarter)**

Quarterly Roads Report Keith Eason, NCDOT Highway Maintenance Engineer presented the quarterly report to the Board. He informed the Board and the citizens in attendance that NCDOT has recently completed repaving a portion of Industrial Drive. He also noted other projects were in progress including the widening and resurfacing on NC 242 and construction on Keith Road. Chairman Lockamy opened the floor for public comments. There were no comments presented from the floor.

Adoption of Resolution Approving of Rosie Lane to the State Secondary Road System Upon a motion made by Commissioner Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt a resolution requesting the addition of Rosie Lane to the state secondary roads system. (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

#### **Item 2: Reports and Presentations**

Action Pathways/Second Harvest Food Bank Mobile Food Bank Initiative SHFB Director Jim Thomas provided the Board with information regarding an initiative to provide eight mobile food pantries to the County through July 2017. The food pantries will provide 40-60 pound boxes of food for county citizens suffering from food insecurities. Mr. Thomas noted that SHFB is seeking the help of local community organizations and volunteer groups in order to make the opportunity a reality. An information meeting was set for July 28, 2016, in the County Auditorium at 435 Rowan Road, Clinton, North Carolina.

### Item 3:        **Actions Items**

Public Hearing – Small Cities Community Development Block Grant Program Funding Chairman Lockamy called the hearing to order and recognized Economic Development Director John Swope who provided the Board with information regarding the Small Cities Community Development Block Grant program funding. The CDBG program is administered by the North Carolina Department of Commerce and the North Carolina Department of Environment and Natural Resources. The State of North Carolina’s CDBG Program permits grant funds to be used toward infrastructure projects that address health/safety needs (public water and sewer projects) or support Economic Development (public infrastructure) projects. Applications for Economic Development must show that in excess of 60% of CDBG funds will benefit low or moderate-income persons through job creation or retention. Applications for other CDBG programs must show that funded activities: (1) will provide greater than a 50% benefit to low or moderate income persons; or (2) benefit identified special need populations; or (3) address health and safety needs.

Mr. Swope informed the Board that the funding is sought as means of supporting the Carolina Cellulosic Biofuels project, highlighting the financial needs of infrastructure, road construction, and project analysis. Mr. Swope noted that the project behind schedule, but is progressing well and is projected to close in the 4<sup>th</sup> quarter of 2016. There were no public comments from the floor, so the hearing was closed.

Tax Settlement and Charge to Tax Collector Tax Administrator Jim Johnson presented the Board with a settlement of the outstanding balance of all delinquent taxes for FY 2015-2016 at \$1,120,842.30, which is a difference of \$64,760.57 from the FY 2014-2015 balance of \$1,185,602.87. Mr. Johnson noted that the collection rate for FY 2015-2016 is 97.29%, which is the highest that Sampson County has ever collected. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Wooten, the Board voted unanimously to accept the tax settlement for FY 2015-2016 and to charge the Tax Collector with collection of taxes for FY 2016-2017 (Copy of the Tax Charge filed in Inc. Minute Book \_\_\_, page \_\_\_).

Designation of Voting Delegate – NCACC Annual Conference (August, 2016) Upon a motion made by Commissioner Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to designate County Manager Ed Causey to serve as the voting delegate at the 2016 NCACC Annual Conference, August 11-14, 2016. (Copy of the NCACC Designation Form filed in Inc. Minute Book \_\_\_, Page \_\_\_.)

Appointments – Workforce Development Board (Business/Private Sector) Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to appoint Amanda Bryan to the Workforce Development Board.

Appointments - Local Emergency Planning Committee (LEPC) Upon a motion by Vice Chairperson Lee and a second by Commissioner Wooten, the Board voted unanimously to appoint Gerald Anders to the Local Emergency Planning Committee.

Appointments - North Carolina Southeast Partnership Upon a motion by Vice Chairperson Lee and a second by Commissioner Parker, the Board voted unanimously to reappoint Kermit Williamson to the North Carolina Southeast Partnership.

Appointments - Adult Care Home Community Action Committee Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to reappoint Toni Coats, Beth Smith, and Wayne High to the Adult Care Home Community Action Committee.

Appointments - Juvenile Crime Prevention Council (JCPC) Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to reappoint Terrace Miller, Darold Cox, Billy Frank Jackson, Jimmy Thornton (Chris Godwin as designee), Sarah Bradshaw (Lynn Fields as designee), Wanda Robinson (Tamara Jones as designee), Raymond Spell (Beverly Vause as designee), Tracy Arlington, Edwin Causey (David K. Clack as designee), Clem Mason, Tommy Macon, Angela Hodges, Dudley Neal, and Elizabeth Phillips to the Juvenile Crime Prevention Council. Commissioner Kirby informed the Board that he must resign from the JCPC due to time demands with his law practice. Ms. Sarah Stroud, newly appointed Eastpointe Director, was appointed as Mental Health appointee in the place of Ken Jones, with Ms. Courtney Boyette as designee.

**Item 4: Consent Agenda**

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

- a. Approved the minutes of the June 6, 2016 and June 15, 2016 meetings
- b. Approved the contract with the City of Clinton for FY 2016-2017 planning and zoning services (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Approved the contracts between Sampson County (Health Department) and Clinton City Schools and Sampson County Schools for school nursing services (Copies filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved the FY 2016-17 contract between Sampson County and Eastpointe Human Services for the 4H Prevention Program (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)



- e. Approved Health Department fee revisions as recommended by the Board of Health (Copy filed in Inc. Minute Book \_\_\_\_\_ Page \_\_\_\_\_.)
- f. Approved tax refunds as submitted

#7500	Jacob Halstead	\$261.43
#7512	Danny and Frances Strickland	\$135.21
#7506	Paulo Prado	\$240.62
#7514	Raeford Strickland	\$157.44
#7522	Mary Royal	\$130.58
#7524	Joyce Manuel	\$352.21
#7528	Margaret Hobbs	\$146.90
#7529	Ronald Cannady	\$102.67

- g. Approved budget amendments as submitted

<u>EXPENDITURE</u>		<u>Vann's Fire District</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410	581021	Vann's Fire Department	5,500.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23243421	499900	Fund Balance Appropriated	5,500.00	

<u>EXPENDITURE</u>		<u>Social Services</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568415	Duke Energy Merger Settlement Funds	37,465.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403318	Duke Energy Merger Settlement Funds	37,465.00	

<u>EXPENDITURE</u>		<u>Supplemental Current Expense Fund</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100	581001	Transfer of Funds	60,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840	412000	Current Year Taxes Collected	60,000.00	

- Approved Clinton City Schools Amendment No. 1 (Capital Outlay); No. 4 (Federal); No. 5 (Federal); No. 6 (Federal); No. 5 (State); No. 6 (State) No. 7 (State); and No. 8 (State) as submitted.

## **Item 5: Board Information**

The Board was provided with the following items for information only:

- a. Child Fatality Prevention Team Annual Report

## **County Manager Reports**

County Manager Ed Causey reminded the Board that Administration plans to provide the Board with an update on the Human Resources Director position in the upcoming months, probably September, before moving forward with filling the position.

## **Public Comments**

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

Georgette Bert: Good Evening Commissioners. Thank you for giving me the opportunity to speak to you. My name is Georgette Bert. I live in the Snowhill area. Some ladies and I have come because we have a problem, and I know some of you have heard about turkey buzzards. And the turkey buzzards are increasing and because of the landfill. I've brought some pictures if you ladies and gentlemen would like to see them. They are on our rooftops, they are on our cars, they are in our yards, they are leaving feathers, they are leaving drippings; they are destroying our cars and our rooftops, again. They are around early in the morning, because one morning I heard this noise on my rooftop and I was like, "What is that?", and it sounded like some little horses were running on my rooftop. I come outside roof was covered with turkey buzzards, and I was like, "Shoo, shoo, shoo", but they wouldn't move so I go back in the house because I was afraid of them. But they are increasing. They are in the areas of Marion Amos Road, that's near the Snowhill church, Lenora Lane, Canterbury Lane, Chester Road, and in that area. And I think there is a nesting area over there, back in the wooded areas over there. So, we just need the commissioners to help us out to resolve this problem with the turkey buzzards. I came out of church yesterday evening and I looked the sky was filled with turkey buzzards soaring around, and I'm like, "Wow, how many are there?" There were just like hundreds and hundreds of them soaring around. And I went online and did a Google search and it says that if there is a landfill around that that would cause creation of those turkey buzzards congregating around like that. And like I said, I do have some pictures if you ladies and gentlemen would like to look at them to see what we are talking about. And I'm not going to talk more because I think someone else would like to talk. But, do you all mind looking at the picture?

Gloria Anderson: Good afternoon Commissioners. I live at 145 Chester Road and I am having the same problems. I hope I never wake up again and hear this on top of my house because you don't know where to go or what to do. When it first started you could go out in your yard and they would run. Now you come outside in your yard and they say, "Is this your domain or mine?" They do not move. I have done a lot of calling. I called the Health Department, they directed me to Animal Control. I called Animal Control and they told me to contact Wildlife Control. Wildlife Control told me to contact Environmental Health, and Environmental Health told me to call the North Carolina Department of Environmental Health. We are here asking for some help. And not only do we see the big birds, but you know what happens when you have a lot of those, you end up with a lot of little babies. And they are booming every day. You can no longer enjoy your own property. You can't sit on your deck. You cannot go outside. We have a problem that needs to be solved. Thank you very much for listening because nobody else has.

Commissioner Kirby: How long has this been a problem, if I may ask?

Gloria Anderson: I've noticed it not at the beginning of this year but last year. But what is happening is that the problem is getting bigger and bigger every day.

Commissioner Kirby: Had you lived there before the landfill went in.

Gloria Anderson: I've been there exactly 23 years. I don't know when the landfill was put there. When I went out there it was a nice, peaceful area.

Commissioner Kirby: So I guess the point is, while the landfill was in operation, for the early portions of it you didn't have this problem. This is something that has occurred within the past two years or so.

Gloria Anderson: This is something that has occurred within the past two or three years. We can no longer enjoy our property.

Commissioner Kirby: Do we know if there has been anything, Mr. Causey, at the landfill that has been changed; anything in their operation that would cause; a chemical or anything different that would cause this attraction.

Mr. Causey: I don't think so. Not to my knowledge.

Gloria Anderson: There is no answer. Everybody I have called have said, "what did you say, buzzards? Scare it." Because they cannot understand what you are saying when you get on the phone.

Chairman Lockamy: Yeah, that's the first time I have ever seen them sitting on houses. I've seen them sit in trees.

Gloria Anderson: Oh, that's an everyday occurrence. In the morning when you go out and look at the trees your trees are covered with them. If you get up about 6:30 or 7:30 in the morning you will not believe what you see. Why don't you all just try coming out there one morning about 6:30 or 7 o'clock one morning.

Chairman Lockamy: So you got as far as what department?

Gloria Anderson: I have gone as far as the North Carolina Department of Health, and I do know that this is a Health problem.

Staff interjected to confirm that they are a protected species under the Migratory Bird Treaty Act.

Commissioner Parker: I talked with the Director (Landfill Director) about that situation not long ago, and he informed me that he was trying to do something, but he could not use his force any kind of way because they are protected and on the endangered species list.

Rosa Parker: My name is Rosa Parker and I also live in that community and I'm about two-tenths from the landfill. But what I wanted to say was that in church a gentleman made the announcement that we could not kill them because of the law but he stated that the landfill has permission to kill so many per year. So that is what I wanted to check. That was announced in church, that the landfill was supposed to do it - not us - but the landfill commission, or whoever that is, was supposed to do that to try to bring the population down. So one of the questions you maybe can ask them is how large that species is to get before anyone do anything.

Gloria Anderson: I talked about that. In fact I had the power company to come and evaluate my house and to put in one of these systems. One of those systems is going to cost you between \$3,000-\$5,000. And it's something that will shock them so they will not come back, but I don't feel that I should have to spend that money.

Georgette Bert: Our taxes are the same as everyone else's in Sampson County. We pay the same amount of taxes, but because of the landfill and now this, our property is going down, way down. Could it be that they aren't doing the right thing at the landfill since they haven't been over there for 20 something years? Are they getting slack on what they are supposed to be doing?

Staff noted that the landfill has continued with their same operations, meeting all requirements and regulations. After deliberation, the Board appointed staff to research the ordeal and to provide feedback on resolution options.

### **Adjournment**

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

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Billy C. Lockamy, Chairman

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Susan J. Holder, Clerk to the Board



***Proclamation Honoring Reverend Ray Charles Bolton  
Of Red Hill Missionary Baptist Church***

***Whereas***, on August 7, 2016, the congregation of Red Hill Missionary Baptist Church of Clinton, North Carolina will hold a special celebration of the 13<sup>th</sup> year anniversary of their pastor, Ray Charles Bolton; and

***Whereas***, for the past thirteen years, Reverend Bolton has offered faithful service to the congregants of Red Hill Missionary Baptist Church of Clinton, North Carolina, preaching, teaching, and ministering, particularly devoted to the youngest and oldest members as he believes that the church must effectively link the hope of the future with the wisdom of the past; and

***Whereas***, Reverend Bolton has faithfully demonstrated servant leadership in his church, and with his colleagues as an active participant in the Western Union Missionary Baptist Association, and in his community, which he has served as a dedicated employee of the City of Clinton Public Works Department and as a volunteer Little League coach; and

***Whereas*** the fruit of Reverend Bolton's willing labor for the Lord are the lives of the youth and children he has so generously supported and mentored and a progressive congregation united in Christian fellowship and devoted to the spiritual and physical growth of their community; and

***Whereas***, we honor and praise Reverend Bolton on this special occasion for his deep and abiding Christian commitment, his ministerial leadership and his civic service, and we celebrate his congregation as well on their rich heritage of faith and service.

***In Witness Whereof***, I have hereunto set my hand and the official seal of the County of Sampson, this 1<sup>st</sup> day of August in the year 2016.

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Billy C. Lockamy, Chairman  
Sampson County Board of Commissioners

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Susan J. Holder, Clerk to the Board

**Contract #52 Fiscal Year Begins July 1, 2016 Ends June 30, 2017  
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 Tiffany N. Naylor (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 45-5259319 and DUNS Number 929931678 (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) Certification – Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

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

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

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$65,875.00 for the fiscal year. This amount consists of \$43,478.00 in Federal funds, \$0 in State Funds, \$22,397.00 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 \$65,875.00 for 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 Tiffany N. Naylor, Owner	Name & Title Tiffany N. Naylor, Owner
Company Name The Law Office of Tiffany N. Naylor	Company Name The Law Office of Tiffany N. Naylor
Mailing Address PO Box 2148	Street Address 500 College Street
City State Zip Clinton, NC 28329	City State Zip Clinton, NC 28328
Telephone 910-299-0935	
Cell Phone 910-990-7586	
Fax 910-338-3676	
Email naylor.tiffany@gmail.com	

**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.

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Signature	Date
<u>Tiffany N. Naylor</u>	<u>Owner</u>
Printed Name	Title

**COUNTY**

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

---

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

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

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Signature of County Finance Officer David K. Clack	Date
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**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out 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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

**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 #52**

**Federal Tax Id. 45-5259319**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: The Law Office of Tiffany N. Naylor
2. *If different* from Contract Administrator Information in General Contract:  
Address SAME
3. Name of Program (s): Attorney for Child Support Enforcement and Establishment and Foster Care, Children's & Adult Services
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year January - December

**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:

- a. 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.)
- b. 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:**

775 Hours of legal representation for Child Support Establishment and Enforcement, Foster Care Services, Child Protective Services, and Adult Protective Services @ \$85. per hour = \$65,875.

**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**

\_\_\_\_\_  
**Tiffany N. Naylor**

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

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

## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

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

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

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

#### **Certification Regarding Nondiscrimination**

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

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

_____ Signature – Tiffany N. Naylor	_____ Owner Title
_____ The Law Office of Tiffany N. Naylor Agency/Organization	_____ Date

(Certification signature should be same as Contract signature.)



## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

The Law Office of Tiffany N. Naylor  
Name of Organization

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, \_\_\_\_\_, Notary Public for said County and State, certify that Tiffany N. Naylor personally appeared before me this day and acknowledged that he/she is Owner of The Law Office of Tiffany N. Naylor 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, 2016.

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

(Official Seal)

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

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

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**The Law Office of Tiffany N. NAYLOR**  
500 College Street; PO Box 2148  
Clinton, NC 28329  
(910) 299-0935

July 1, 2016

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

**Certification:**

I certify that The Law Office of Tiffany N. Naylor 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:**

Tiffany N. Naylor being duly sworn, say that I am the Owner of The Law Office of Tiffany N. Naylor 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.

\_\_\_\_\_  
Signature – Tiffany N. Naylor

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

(Official Seal)

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

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

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

**ATTACHMENT 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 – Tiffany N. Naylor

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
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 – Tiffany N. Naylor

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
Agency/Organization

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
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 – Tiffany N. Naylor

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
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, 2016, by and between Sampson County Department of Social Services (“Covered Entity”) and The Law Office of Tiffany N. Naylor (“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 – Tiffany N. Naylor	Owner Title
The Law Office of Tiffany N. Naylor Agency/Organization	Date

## Attachment M

# State Certification

## Contractor Certifications Required by North Carolina Law

### Instructions

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

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

### Certifications

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

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

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

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

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

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

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

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

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Contractor's Name: The Law Office of Tiffany N. Naylor

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Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

Tiffany N. Naylor

Owner

---

Signature of Witness

Date

---

Printed Name of Witness

Title

Kay W. Stafford

Child Support Supervisor II

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

**ATTACHMENT N**

**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: The Law Office of Tiffany N. Naylor

By: \_\_\_\_\_  
Signature Date  
Tiffany N. Naylor \_\_\_\_\_  
Printed Name Owner Title

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

**Contract # 13 Fiscal Year Begins July 1, 2016 Ends June 30, 2017  
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 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) Certification – Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

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

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

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$146,625.00 for the fiscal year. This amount consists of \$87,975.00 in Federal funds, \$7,331.00 in State Funds, \$51,319.00 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 \$146,625.00 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.

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Signature	Date
Frank L. Bradshaw	President
Printed Name	Title

**COUNTY**

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

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

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

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Signature of County Finance Officer David K. Clack	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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

**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): Attorney for Foster Care, Children's & Adult Services and Child Support Enforcement and Establishment
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:**

- 1711 Hours of legal services for Foster Care Services, Child Protective Services, Adult Protective Services, Child Support Establishment and Enforcement legal representation @ \$85. per hour = \$145,425.00.  
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.

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**Sarah W. Bradshaw**

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**Frank L. Bradshaw**

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**Date**

---

**Date**

## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

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

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

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

#### Certification Regarding Nondiscrimination

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



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

\_\_\_\_\_  
Signature – Frank L. Bradshaw                      President  
Title

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

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

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

\_\_\_\_\_  
Signature - Frank L. Bradshaw

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, \_\_\_\_\_, 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, 2016.

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

(Official Seal)

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

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

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**WARRICK, BRADSHAW & LOCKAMY, P.A.**  
P O Box 1216  
Clinton, NC 28329  
(910) 590-2900

July 1, 2016

**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.**

(Official Seal)

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

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

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

**ATTACHMENT 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

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

\_\_\_\_\_  
Warrick, Bradshaw & Lockamy, P.A.  
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 – Frank L. Bradshaw

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

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

\_\_\_\_\_  
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 – Frank L. Bradshaw                      President  
Title

Warrick, Bradshaw & Lockamy, P.A.                      \_\_\_\_\_  
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, 2016, 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.

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Signature of Contractor's Authorized Agent

Date

---

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

Title  
President

---

Signature of Witness

Title  
Social Work Program Manager

---

Printed Name of Witness  
Lynn Fields

Date

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

**ATTACHMENT N**

**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Warrick, Bradshaw & Lockamy, P.A.

By: \_\_\_\_\_  
Signature Date  
Frank L. Bradshaw President  
Printed Name Title

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Sampson County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Ceccarelli Rental Property, LLC** (the “Owner”) owns certain real property located at:

6370 Keener Road  
Clinton, NC 28328

in **Sampson County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
  - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the

Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/23/2016** ("Effective Date") and shall terminate on **6/23/2018** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$180,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be

retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition,

the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the

fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or

local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.



14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably

promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**  
North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Billy C. Lockamy**  
Sampson County  
435 Rowan Road  
Clinton, NC 28328-4729

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

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

**Sampson County**

Signature: \_\_\_\_\_ [SEAL]

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

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

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

**North Carolina Department of Commerce**

Signature: Patricia Mitchell [SEAL]

Printed Name: Dr. Patricia Mitchell, CEcD

Title: Assistant Secretary, Rural Development Division

Date: 7-7-16

Sampson County  
Farm Fresh Produce Distribution

**EXHIBIT A  
SCOPE OF PROJECT**

County Tier	2
Requested Amount	\$180,000
Recommended Amount	\$180,000
Total Renovation Cost	\$370,000
Leverage Amount	\$3,803,000
Total Investment	\$3,983,000

Project Business	Farm Fresh Produce Dist.
Total Jobs Proposed in NC	36
Total Jobs Committed for the Grant	36
Baseline Employment	6
Average Annual Wage (Proposed Jobs)	\$21,608
% of employer paid health premiums	50%

Summary: Sampson County requests assistance to support the reuse of a 20,000 sq. ft. building located at 6370 Keener Road in Clinton. The building was constructed in 2010 and has been vacant for 5 years. Farm Fresh Produce Distribution sells produce for various markets. The company will operate a year-round sweet potato curing, storing, sorting, packaging, and distribution facility. This company is a subsidiary of Farm Fresh Produce. The proposed project will assist with renovations that include flooring, partition walls, installation of doors, electrical, plumbing, and HVAC.

**EXHIBIT B  
PAYMENT SCHEDULE**

**Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Existing Business Building Category:** within the existing building and/or additions

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company’s license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Sampson County  
Farm Fresh Produce Distribution

**Reimbursement Requirements:**

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C  
REPORTING SCHEDULE**

Grantees are required to submit progress and final reports, and job verification documentation according to the schedule below.

Report:	Report Due:
Progress Report	1/15/17
Progress Report	7/15/17
Progress Report	1/15/18
Final Report	7/23/18
Job Verification Documentation	7/23/18

**Failure to submit progress reports as required:**

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee’s eligibility for future Commerce grants.

**EXHIBIT D  
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

**Job Verification**

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.

Sampson County  
Farm Fresh Produce Distribution

2. **NCUI 101 Forms**—The grantee should submit copies of each company’s *Employer’s Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
  - NCUI 101 Forms should be submitted to Commerce using the Rural Drop Box (see instructions below).
  - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
  - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
  - The jobs created and the baseline must be maintained concurrently during the same six-month period.
  - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
  - If the NCUI 101 forms include both full and part-time employees an “f” should be written next to the name of each full-time employee and a “p” should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos on CD that show a variety of views of the completed project.

**Rural DropBox**

The Rural DropBox is a secure server for the receipt of job verification data in a secure manner. All job verification documents must be uploaded via the Rural DropBox:

A permanent username and password has been assigned to this project and must be used to upload the job verification documents.

Access the Rural DropBox at [www.nccommerce.com/rdg](http://www.nccommerce.com/rdg).

The username and password for this project is as follows:

Username: 2016-073-3201-2587

Password: ImeU3675+

Please follow the directions below to upload documents:

1. Enter your username and password (provided above)
2. Follow the prompts on upload page (read directions and instructions carefully)
3. Enter a valid email address
4. Click the *Browse* button
5. Select the document you want to upload and *double click* or *highlight document and select open*;
6. **Click “Upload File”**

The submission will be date and time stamped and you will be alerted via email after you have successfully submitted your materials.

All required forms can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms>

**Objective:**

Grantees and their partners must engage in the activities necessary to develop the project building to accommodate the business needs. All work should be completed according to the eligible costs provided in the application and contractor’s cost estimates submitted. All activities must meet or exceed all applicable state and local building code requirements.

\_\_\_\_\_ (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with \_\_\_\_\_ (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in \_\_\_\_\_ County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:



1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.
  
2. Loan.
  - (a) The Governmental Unit hereby loans to the Owner the sum of **\$180,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (b). As conditions of receiving the Loan:
    - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
    - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
    - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
  - (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.
  
3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
  - (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **6** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **36** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate

and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **6/23/2016** ("Effective Date") and shall terminate **6/23/2018** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of

the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any

Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the

Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or

- approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
  - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
  - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or

personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$5,000.00** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party

in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized



under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner:

Attn: STEVEN A. CECCARELLI  
FARM FRESH PRODUCE DISTRIBUTION INC  
P.O. BOX 124  
FAISON, NC 28341

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

**Governmental Unit Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

**Owner Name:** STEVEN A CECCARELLI

Signature:  [SEAL]

Printed Name: FARM FRESH PRODUCE DISTRIBUTION INC

Title: PRESIDENT

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2016-073-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Sampson County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$180,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in \_\_\_\_\_ County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and

Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

**SAMPSON-CLINTON PUBLIC LIBRARY SYSTEM**

217 Graham Street  
Clinton, North Carolina 28328  
910-592-4153  
(Fax) 910-590-3504

TO: Sampson County Board of Commissioners

FROM: Heather Bonney, Library Director

RE: Policy changes and revisions

DATE: July 11, 2016

The Sampson County Library Board of Trustees have approved of the revision of the following two policies:

- Registration and Lending Policy
- Fines, Fees, and Replacement Policy

The first policy reflects that the library no longer carries videocassettes, will not send text messages, and will not keep photos on file for checkout purposes (library cards will have to be presented to checkout or use computers to prevent others from using the account).

The second policy has been changed to simplify the maximum overdue fines charged. Our circulation system cannot handle the previous attempt to charge a maximum OR the cost of the title, whichever was less. Therefore, all adult and YA novels will remain with a maximum of \$10, but children's books will max out at \$5 per title. We have also removed wording in reference to videocassettes.

If you have any questions, I am at your disposal.

attachments

## Sampson-Clinton Public Library Fines, Fees, and Replacement Policy

The timely return and care of borrowed materials make it possible for all patrons to enjoy the same services. SCPL charges overdue fines for materials returned after the due date, excluding days the library is closed. Additionally, fees are charged in order to pass along to the individual borrower those costs associated with that borrower's failing to return, damaging or losing materials checked out on his/her card.

### OVERDUE FINES:

The fine schedule for the most commonly borrowed types of materials is listed below. The maximum overdue fines charged per patron account is \$50. This maximum does not apply to lost or damaged items. In the event there are remarkable extenuating circumstances (such as hospitalization or a death in the family), a patron may request that the library waive fines once per patron account every 10 years.

<u>Fine Amounts by Item Type</u>	<u>Daily</u>	<u>Maximum Overdue Fine</u>
Audiobooks (CD or Cassette)	\$1.00	\$10.00 <del>or cost of item whichever is less</del>
Adult & YA Books	\$ .20	\$10.00
Children's books (J, E, PB)	\$ .20	\$ 5.00 <del>or cost of book whichever is less</del>
Magazines	\$ .20	\$ 5.00
Videotapes, DVDs, & Kits	\$1.00	\$10.00 <del>or cost of item whichever is less</del>
AV Equipment	\$2.00	\$20.00
Inter-Library Loan	\$1.00	\$20.00 <del>or cost of item whichever is less</del>

### FEES:

<u>Fee Type</u>	<u>Amount</u>	<u>Comment</u>
Lost Library Card	\$ 3.00	
Inter-Library Loan	\$ 3.00	See ILL Policy
Photocopies	\$.20/page	Double-sided copies are \$.40
Printing – Computer	\$.20/page	Black & white
Printing – Computer	\$.50/page	Color, if available
Visitor Computer Pass	\$1.00/hr	No time limit

### DAMAGED & LOST ITEMS:

If materials are lost or damaged, the individual borrower is charged the appropriate costs to replace the items in order for circulation to continue. SCPL accepts equivalent paperbacks, hardbacks, etc... as replacements for lost or damaged materials in lieu of payment if the item is new or appears to be new with no signs of wear or use. The patron will still be charged the \$2 processing fee.

**Damaged Items:** If an item is returned with part(s) damaged or missing, the following fines will be charged:

Audiobook Cases (CD & Tape Format)	
2-Pack	-----\$5.00
4+Pack	-----\$8.00
Magazine Envelopes	-----\$1.00

Video/DVD Cases	-----	\$2.00
Barcodes	-----	\$ .25
Call Labels	-----	\$ .25

**Lost Items:** The borrower is responsible for the cost of the lost/damaged item and a \$2.00 processing fee which covers barcodes, call labels, and staff time involved in the item's replacement. Damaged items become the property of the patron after payment is made. Overdue fines will not be collected in addition to replacement costs for damaged or lost items. The replacement cost is usually the retail cost at the time of purchase. The replacement cost of Inter-Library Loan materials are determined by the lending library.

Patrons are encouraged to search for lost items before making payment. If an item is found by a patron after payment has been made it becomes the property of the patron. No refunds will be issued.

If the library is required to pay for an unreturned ILL book by the lending library, the charge will be placed on the patron's account. That item is then the patron's property, and the patron will be required to pay for the item before further library use will be permitted.

If materials are damaged or lost due to theft or fire, the replacement costs and overdue fines of these materials may be waived by library administration upon presentation of an official report by the appropriate regulatory body documenting the incident.

Library Administration understands that circumstances may occur that would necessitate varying the application of this policy, and these instances will be handled on a case-by-case basis by the Library Director.

SCPL revised 11/16/04, 05/08, 05/09, 4/10, 10/14, 10/15  
 BOC Adopted 12/06/04, 05/08, 05/09, 5/10, 11/14



## Sampson-Clinton Public Library Registration and Lending Policy

The Sampson-Clinton Public Library System welcomes all patrons. Library cards may be issued to residents of Sampson County, those who own land in Sampson County, and those in contiguous counties. In special circumstances, temporary library cards may be issued to other patrons interested in obtaining a SCPL library card at the discretion of the Library Director. It is expected that all patrons adhere to current library policies. Library privileges may be suspended for non-adherence to library policies.

### Registration:

- Patrons must show a US government-issued form of photo identification or a passport.
- Library cards may be issued to juveniles between the ages of five and seventeen. Parents or guardians must have a library card of their own in good standing (no overdue materials/outstanding fines or fees) and must accompany their child when the application for a library card is made. The signature of parent or guardian is required in the presence of library staff as the signer is assuming responsibility for all items and fines associated with the child's card. Children may not check out DVDs, ~~videos~~, or audiovisual equipment.
- Library cards are updated every three years.
- It is the responsibility of the patron to notify the library should his card be lost or stolen to prevent unauthorized use and to update contact information when it changes. All patrons are responsible for any items checked out on their library cards. There will be a fee for replacement cards (see "Fines, Fees, and Replacement Policy"). The library will waive the replacement cost of a stolen or destroyed library card upon presentation of an official report by the appropriate regulatory body documenting the incident.

### Lending Policies

- A valid Sampson-Clinton Public Library card is required to check out materials at all library locations and must be presented with each visit. ~~Patrons may also choose to allow their photo to be kept on file to allow staff to verify identity for checkout and computer use in case the patron forgets his/her library card.~~
- Patrons are responsible for returning all items by the due date, undamaged, and with all library processing unaltered. The library does not send overdue reminders by postal service. Patrons may choose to give an email address ~~or phone number for texting~~ to receive courtesy notifications. Electronic delivery services are not guaranteed, and failure to receive a courtesy reminder does not constitute a reason to void/waive overdue fines.
- Patrons are responsible for returning DVDs, ~~videocassettes~~, kits, and audiobooks in the proper casings. These items will not be considered returned nor will they be checked in until the items are returned with all parts included. The library assumes no responsibility for damage caused to the borrower's recorder/player by a DVD, ~~videocassettes~~, kits, or audiobooks borrowed from the library. Copyright laws limit these materials to home viewing/listening unless specifically mentioned on the item that "Public Performance Rights" are included. Duplication is prohibited.
- Patrons may not use other patrons' cards to check out materials or use computers.

- Homebound patrons (those who have a condition resulting from an injury or illness which restricts their ability to leave their home except with the aide of supporting devices or the assistance of another person) have two options to obtain access to library materials:
  - They may fill out a “Homebound Request for Designated Library Card Users” to ask that up to two designees named therein may be allowed to check-out materials (except computers and AV equipment) using that patron’s card. Approval is at the discretion of the Library Director.
  - They may request that print and/or audio materials be delivered to them by the Library’s Outreach Services Program.
- Circulation periods are as follows:
 

○ Library books:	7-21 days	No limit
○ Magazines:	14 days	Limit 10 & must be back-issues
○ Audiobooks:	14 days	Limit 5
○ Videos:	7 days	Limit 5 & no juvenile checkout
○ DVDs:	3 days	Limit 5& no juvenile checkout
○ AV equipment:	3 days	No juvenile checkout
- Patrons with long overdue materials (those exceeding three weeks past the due date) will not be allowed to use computers or check out additional materials until everything has been returned/renewed, and all fines have been paid. Patrons may renew long overdue materials if the original due date is within two months of the date of the request for renewal. Patrons with long overdue materials exceeding \$50.00 in value may under North Carolina Generals Statue 14-398 be taken to Small Claims Court. All fines and fees associated with this legal procedure will become the responsibility of the patron. Parents of children under 17 years of age will be legally accountable for all materials checked out to their children.
- Patrons with overdue fines exceeding \$20.00 will not be allowed to check out materials until the fines are paid. All fines must be paid on the second visit (verbal notification of overdue fines will be indicated on patron records).
- See “Fines, Fees, and Replacement Policy” for charges for overdue, damaged, and/or lost materials.

Library Administration understands that there may circumstances which would necessitate varying the application of this policy, and these instances will be handled on a case-by-case basis by the Library Director.

SCPL revised 12/03, 09/06, 05/08, 05/09, 4/10, 11/11, 9/13, 10/14, 12/15  
 BOC approved 10/06, 05/08, 05-09, 5/10, 12/11, 9/13, 11/14, 12/15

Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: July 18, 2016  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2016. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Bobby A. Owens

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on June 14, 2016.

Please put on the next Board of Commissioners consent agenda for their action.

6-14-2016

To whom it may concern:

- I Bobby Owens was late Filing because I was not aware that I did not file before due date, I thought I had done the proper paper work.

Bobby A. Owens

# 116579

NCDVA-9 (Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

7R3	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson COUNTY
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SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED
-----------	--

Bobby A. Owens NAME (Print or Type)	Bobby A. Owens DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
105 Beracoke Ln STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) (If Applicable)
Clinton, NC 28328-0866 CITY STATE ZIP CODE	[Redacted] COUNTY AFFAIRS [Redacted] FILE NUMBER [Redacted] NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or a veteran's death was the result of a service-connected condition. I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2	Disabled Veteran's Signature
I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.	
Bobby A. Owens DISABLED VETERAN'S SIGNATURE	06-08-2016 DATE

SECTION 3	Surviving Spouse's (who has not remarried) Signature
I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.	
SURVIVING SPOUSE'S SIGNATURE	DATE

SECTION 4	To be completed by the U.S. Department of Veterans Affairs
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria.
	B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of 8-2-14
	C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
	D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death.
	E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)	<input checked="" type="checkbox"/> Honorable	<input type="checkbox"/> Under Other than Honorable Conditions
	<input type="checkbox"/> Under Honorable Conditions	

	6-9-16 DATE
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PRINTED NAME OF USDVA CERTIFYING OFFICIAL VSCM	NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.
TITLE OF USDVA CERTIFYING OFFICIAL	107

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

7538

**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

Members:

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 Eric Alan Jackson in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2015</u>	\$ <u>143.56</u>
/	\$ _____
/	\$ _____
/	\$ _____
/	\$ _____
/	\$ _____
TOTAL REFUND	\$ <u>143.56</u>

These taxes were assessed through clerical error as follows.

*Lic # CHL4569*  
*2014 Toyt 45*  
*Bill # 0024398202*  
*Sold Tag Turned IN*

<i>602</i> County Tax	<u>105.45</u>
School Tax	_____
Fire Tax	_____
<i>608</i> City Tax	<u>38.11</u>
TOTAL \$	<u>143.56</u>

Mailing Address.

511 South Main Street  
Salemburg, NC 28385

Yours very truly

*E. M. [Signature]*  
Taxpayer

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

RECOMMEND APPROVAL:

*Jim Johnson*  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

7539

**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

Members:

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 Lynn Register Daughtry  
\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for  
the year(s) and in the amount(s) of:

YEAR	
2015	\$ 178,28
TOTAL REFUND	\$ 178.28

These taxes were assessed through clerical error as follows.

Lic # ZYW4493  
Bill # 0022373589  
2014 Chev CP  
Sold, TAG turned IN

Go2e county Tax	164.41
School Tax	
F23 Fire Tax	13.87
City Tax	
TOTAL \$	178.28

Mailing Address.

1625 Union School Rd  
Clinton, NC 28328

Yours very truly

Lynn Register Daughtry  
Taxpayer

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

RECOMMEND/APPROVAL  
Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

7513

**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

Members:

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 Charles Linden Hair JR in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2015</u>	\$ <u>113.30</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
<b>TOTAL REFUND</b>	\$ <u>113.30</u>

These taxes were assessed through clerical error as follows.

Bill 27454243  
Tag# DF49942  
Tags Turn In  
2015 Ford  
Vehicle Totalled

G02	County Tax	<u>102.22</u>
	School Tax	_____
F06	Fire Tax	<u>11.08</u>
	City Tax	_____
	<b>TOTAL \$</b>	<u>113.30</u>

Mailing Address.

96 Club House Dr.  
Dunn, NC 28334

Yours very truly

Charles Linden Hair Jr  
Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

7515

**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

Members:

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 Naomi Melvin  
McDaniel in McDaniel Township, Sampson County, for the year(s) and in the amount(s) of: 0907732001

YEAR	
<u>2015</u>	\$ <u>31.66</u>
<u>2014</u>	\$ <u>31.66</u>
<u>2013</u>	\$ <u>29.94</u>
<u>2012</u>	\$ <u>29.94</u>
<u>2011</u>	\$ <u>29.94</u>
<b>TOTAL REFUND</b>	\$ <u>153.14</u>

These taxes were assessed through clerical error as follows.

Acreage adjusted per unrecorded survey  
 in deed pack done years ago.

County Tax	<u>153.14</u>
School Tax	_____
Fire Tax	_____
City Tax	_____
<b>TOTAL \$</b>	<u>153.14</u>

Yours very truly

Naomi Melvin  
Taxpayer

Mailing Address.

Naomi Melvin  
128 W. Oaklaw Lane  
Durham, N.C. 27713

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

July 25, 2016

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2016-2017

1. It is requested that the budget for the Communications Tower Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141350-535200	Maint/repair equipment	76,398.00	

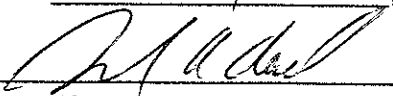
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034135-408900	Misc revenue	76,398.00	

2. Reason(s) for the above request is/are as follows:  
 To budget funds to repair storm damaged equipment. Insurance will reimburse the County.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/25, 2016  
  
 \_\_\_\_\_  
 (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:**

July 15, 2016

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

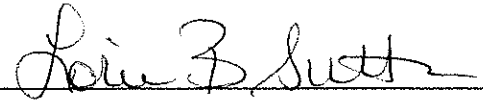
1. It is requested that the budget for the Aging Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558800-526200	Nutrition - Dept Supplies	\$ 300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-408401	Nutrition - Donations	\$ 300.00	


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

To budget donation made to the Nutrition Program from Town of Turkey to be used specifically for Turkey Nutrition Site.

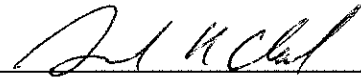


(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

7/22, 2016



(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

, 20

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

July 22, 2016

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

1. It is requested that the budget for the Schools & Community College Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110-555031	City schools category I capital outlay	138,178.00	
11659140-555030	County schools category I capital outlay	33,374.00	
11659140-555031	County schools category II capital outlay	120,610.00	
11659220-558000	Community College Roofs/Improvements	85,653.00	
11659220-558255	Community College HVAC	123,990.00	
19959110-582096	Trans to general fund city schools	138,178.00	
19959140-582096	Trans to general fund county schools	153,984.00	

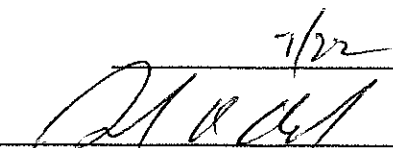
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035911-409612	Trans frm schools capital reserve	138,178.00	
11035914-409612	Trans frm schools capital reserve	153,984.00	
19932320-409900	Fund balance appropriated reserve	292,162.00	
11039999-409900	Fund balance appropriated	209,643.00	

2. Reason(s) for the above request is/are as follows:  
 To appropriate balance of unspent funds from prior year to complete capital outlay purchases and projects.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

  
 \_\_\_\_\_, 7/22, 2016  
 (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**

July 25, 2016

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2016-2017

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>
11141200-539500	Employee training	3,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	3,000.00	

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

To budget funds for items and services ordered in prior year that will not be delivered until current fiscal year.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 7/25, 2016  
 \_\_\_\_\_

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     5

Meeting Date: August 1, 2016	<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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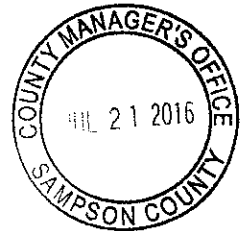
INFORMATION ONLY

*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. Letter of Appreciation from Sampson County History Museum
- b. Sampson Area Transportation – FY 2016-17 Annual Success Plan (required by NC DOT)
- c. NCACC Request for Legislative Goals
- d. SRMC – Request for Attendance at Annual Budget Presentation (September 26, 6 pm)



"Key to the past"



July 19, 2016

Mr. Billy C. Lockamy, Chairman  
Office of the Board of Commissioners  
406 County Complex Rd.  
Clinton, NC 28328

Dear Mr. Lockamy,


The Sampson County History Museum Board greatly appreciates the support of the Sampson County Board of Commissioners for the fiscal year 2016-2017. Without this monetary support from the county budget, the Museum could not operate and fulfill its mission of preserving and showcasing the heritage of Sampson County through our artifacts, special events, and numerous educational tours. Our collections span a period of 250 years and visitors from all over the county and state and out of state, enjoy guided tours throughout the year.

A most ambitious project for the Museum, but one that is desperately needed, is the building of a military museum on site to adequately display the many military artifacts the museum already has, dating from the Revolutionary War to present day conflicts. We hope to begin with fund raising in the next couple of months.

Please share with your board members our appreciation for their support. We invite you all to drop by the museum for a guided tour, Thursday-Saturday, 10:00 AM-4:00 PM and at other times by appointment.

Thank you again on behalf of the Museum Board.

Sincerely,

  
Kay Raynor, President

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
**Sampson Area Transportation**

**FY 2016-2017 Annual Success Plan**

**Effective July 1, 2016**



## Sampson Area Transportation Annual Success Plan

### **Our Mission:**

To provide safe, affordable, and reliable transportation services to Sampson County.

### **Our Vision:**

To ensure quality transportation service for residents of Sampson County.

### **Our Values:**

To conduct ourselves in a courteous and professional manner at all times;  
To have a commitment to safety, quality and efficiency;  
To strive for continuous improvement;  
To strive for a great working environment with respectful team players;  
To have an excellent training program.

### **Success Moments:** *It will be a good year for Sampson Area Transportation if...*

We have implemented a plan for FY17 to increase non-contract revenue by 10%; we have implemented customer satisfaction measurement tools: we maintain employee retention at or above 90%.

**Tactic Name:** Medicaid Contract

**Description:** At the present time we only provide a small portion of our county's Medicaid contract. As of July 1, 2017 we will be providing the entire contract as approved by the Board of Commissioners. This will provide additional revenue for the county and allow us to go to all areas of the county; thus reaching out to Non-Medicaid clients that we now are unable to reach.

Owners: Lorie Sutton, Earle McNeill, Ed Causey, Susan Holder, David Clack

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Determine what is needed for SAT to be ready as of July 1, 2017. Additional staff, additional vehicles, equipment and office space.

2<sup>nd</sup> Quarter: Work on estimated budget for FY 17-18 and continue conversations with DSS, other transit agencies and County Manager's office.

3<sup>rd</sup> Quarter: Talk with current staff and prepare them for the changes.

4<sup>th</sup> Quarter: Work with Finance Officer with purchasing needed equipment, vehicles and put date in place for hiring of new staff.

**Tactic Name:** Improve vehicle utilization

**Description:** Monitor vehicle utilization reports and look for ways to increase passengers and revenue per funding source.

Owners: Earle McNeill, Lynn Adams, Lorie Sutton

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Compare past VUD reports, talk with our NCDOT consultants. Monitor report and make needed changes to routes.

2<sup>nd</sup> Quarter: Compare revenue miles to cost miles.

3<sup>rd</sup> Quarter: Continue to monitor reports and make appropriate changes.

4<sup>th</sup> Quarter: Continue to monitor reports and make appropriate changes.

**Tactic Name:** Improve employee training program

**Description:** The Transportation Supervisor will improve on the current employee training program by offering different avenues for training to keep it interesting to the employees and to explore other ways of learning.

Owners: Earle McNeill, Lynn Adams, Lorie Sutton

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Ensure that current training plan covers the 6 major elements as outlined by NCDOT.

2<sup>nd</sup> Quarter: Review the current training plan and make notes for needed changes. Talk with drivers for their input.

3<sup>rd</sup> Quarter: Set-up computer stations for the training that can be done online in a quiet environment.

4<sup>th</sup> Quarter: Plan a day for training that involves outside agencies including the Sheriff's Dept and Emergency Management.

**Tactic Name:** Hold an annual Driver Appreciation Week

**Description:** The agency will plan and hold a driver appreciation week to let the drivers know how valued they are as employees.

Owners: Earle McNeill, Lynn Adams, Lorie Sutton

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Research ideas from other transit agencies.

2<sup>nd</sup> Quarter: Talk to staff and see what would make them feel appreciated (anonymous surveys)

3<sup>rd</sup> Quarter: Schedule and plan the employee appreciation week.

4<sup>th</sup> Quarter: Hold the even and make notes for next year.

**Tactic Name:** Issue anonymous surveys to employees.

**Description:** The agency will issue annually employee surveys to find out their perspective of how our service is being provided to passengers, how they feel they are treated as employees, what would make them feel more appreciated and any other ideas they may have to feel successful as an employee.

Owners: Eartle McNeill, Lynn Adams, Lorie Sutton

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Develop surveys.

2<sup>nd</sup> Quarter: Issue surveys to employees and tally results. Hold meetings if necessary to work out problem areas.

3<sup>rd</sup> Quarter: Continue to hold conversation with employees on our success rate.

4<sup>th</sup> Quarter: Continue to improve they system.

**Tactic Name:** Collect information from customers.

**Description:** The agency will work on collecting information from passengers to get feed-back about our current services. We will use that information to make needed changes if possible.

Owners: Eartle McNeill, Lynn Adams, Lorie Sutton

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Issue surveys by mail, in person and by phone.

2<sup>nd</sup> Quarter: Compile information from surveys from the first quarter to make a list of changes that can be made.

3<sup>rd</sup> Quarter: Talk to other transit agencies to get input and ideas how to improve our service.

4<sup>th</sup> Quarter: Review complaints to see if there is a pattern.

**Tactic Name:** Ensure all staff is on board with our commitment.

**Description:** The agency will work with all staff to ensure our commitment to customer satisfaction.

Owners: Eartle McNeill, Lynn Adams, Lorie Sutton

**Quarterly Milestones:**

1<sup>st</sup> Quarter: Explain to the staff about how important customer satisfaction is and get them on board with making needed changes.

2<sup>nd</sup> Quarter: Allow staff to make suggestions and put them in to place to be sure they feel like they are a stakeholder in this process.

3<sup>rd</sup> Quarter: Review results from the surveys with the staff and get their thoughts and ideas.

4<sup>th</sup> Quarter: Make an effort to give employees customer satisfaction training per quarter.

**S.W.O.T. – Strengths, Weakness, Opportunities, Threats**

**S** – County Support, relationships with other organizations,

**W** – Limitations on Drivers hours, Limited full-time positions,

**O** – Medicaid Contract – increase ridership

**T** – The size of our county, Fuel costs

### Agency Scorecard – Sampson County

Guiding Management Principal	Metric Name	Performance Goal	Goal Points	Owner	Definition
<b>Financial Sustainability</b>	Cost Per Customer Trip	85%	10	McNeill	
	VUD Report	90%	10	McNeill	
	Medicaid Program Preparedness Report	100%	12	Sutton	
	<b>Total</b>			<b>32</b>	
<b>Commitment to Safety</b>	Perception Scores of Safety and Security	85%	9	Sutton	
	Results from monthly camera monitoring	90%	8	McNeill	
	Training Knowledge	75%	8	McNeill	
	Vehicle Accidents	90%	7	McNeill	
<b>Total</b>			<b>32</b>		
<b>Employee Success</b>	Employee Engagement	70%	6	McNeill	
	Survey Results	90%	6	Sutton	
	Employee Retention	90%	4	Sutton	
	<b>Total</b>			<b>16</b>	
<b>Customer Satisfaction</b>	Net Promoter Score	20%	8	Sutton	
	Survey Results	80%	8	Sutton	
	Number of complaints	20%	4	McNeill	
	<b>Total</b>			<b>20</b>	
<b>Total</b>			<b>100</b>		

This plan has been approved by the Transportation Advisory Board

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Chairman of Transportation Advisory Board

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Date

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Director of Transportation Services

---

Date

## Susan Holder

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**From:** North Carolina Association of County Commissioners  
<communications@ncacc.org@mail75.atl71.mcdlv.net> on behalf of North Carolina Association of County Commissioners <communications@ncacc.org>  
**Sent:** Monday, July 18, 2016 4:10 PM  
**To:** Susan Holder  
**Subject:** NCACC requests counties to submit legislative goals for 2017-18

[View this email in your browser](#)



## NCACC 2017-18 legislative goals process is underway!

We invite all counties to [submit their proposals via the online form](#) by September 23<sup>rd</sup>. The NCACC goals setting process is open, inclusive and deliberative and is designed to give all 100 counties a voice in developing the Association's legislative agenda.

A timeline for the legislative goals process is included below. We encourage every county to participate. When working on legislation that may impact counties, policy makers appreciate that all 100 counties have had an opportunity to be

involved in our process. There is power in speaking with one voice, and we can





only truly do that if all counties participate.

Keep the following in mind when submitting your goals:

- Review the [2016 NCACC Legislative Goals Handbook](#) for information on rules, procedures and guidelines for the legislative goals adoption process.
- Complete the goal proposal form at [ncacc.org/legislativegoals](http://ncacc.org/legislativegoals) and attach supporting documentation.
- Goals may be submitted in any of the following formats: a resolution approved by the Board of Commissioners, a letter from the Chairman of the Board on behalf of the entire board, or a letter from an affiliate organization.
- Proposed goals received on or before September 23<sup>rd</sup> will be referred to the appropriate steering committee for review and consideration.

If you have any questions about the process or help developing a goal, please contact [Johanna Reese](#), NCACC Director of Government Relations, or [Amber Harris](#), NCACC Grassroots Coordinator.

<b>Date</b>	<b>Event</b>
Sept. 23	Deadline to submit goals
September - October	Steering Committees review goals
November	Legislative Goals Committee meets
December	Board of Directors reviews & finalizes
Jan. 12-13, 2017	Legislative Goals Conference





607 Beaman Street (28328), Post Office Drawer 260, Clinton, NC 28329-0260  
Telephone: (910) 592-8511, Fax (910) 590-2321

July 13, 2016

Board of Commissioners  
406 County Complex Road  
Clinton, NC 28328

Dear Commissioners:

Sampson Regional Medical Center is requesting your attendance at the Annual Board of Trustees meeting on Monday, September 26<sup>th</sup> at 6:00pm for approval of the 2017 capital and operating budget. Dinner will be served at the meeting.

Best regards,



Shawn Howerton, M.D.  
Chief Executive Officer

## 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.