



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
July 10, 2017**

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Roads - Quarterly Report

Tab 1 Reports and Presentations

- a. Recognition of Retiree 1
- b. Administration – Administering Oath of Office for Deputy Clerk and Introduction of New Administrative Assistant 2 - 3
- c. Tax - Reappointment of Tax Assessor/Collector and Administering of Oath of Office 4 - 8

Tab 2 Planning and Zoning 9 - 18

- a. RZ-5-17-2 Request to Rezone 4.6 Acres Located Along Boyette Road and I-40 from RA-Residential Agriculture to C-Commercial 16-17 maps
- b. RZ-6-17-2 Request to Rezone 26.24 Acres Located Along Goshen Church Road and I-40 from RA-Residential Agriculture to C-Commercial 18 map

Tab 3 Action Items

- a. Tax Settlement and Charge to Tax Collector 19 - 21
- b. Adoption of Documents Related to Refinancing of USDA Debt 22 - 28
- c. Public Hearing – Naming of Private Road 29 - 31
- d. Designation of Voting Delegate – NCACC Annual Conference (August 10-13, 2017) 32 - 33
- e. Appointments - Convention and Visitors Bureau 34 - 35

Tab 4 Consent Agenda 36

- a. Approve the minutes of the May 22, 2017; June 5, 2017; June 19, 2017; and June 26, 2017 meetings 37 - 48
- b. Adopt a resolution supporting HB 353 and the creation of a Black River State Park 49

Tab 4 Consent Agenda, continued

- | | |
|--|-----------|
| c. Approve the contract with the City of Clinton for FY 2017-2018 planning and zoning services | 50 - 52 |
| d. Approve the FY 2017-2018 contract between Sampson County and Eastpointe Human Services for the 4H Prevention Program | 53 - 56 |
| e. Approve requests from Finance and Administration for destruction of records pursuant to the Records Retention and Disposition Policy | 57 - 58 |
| f. Approve the FY 2017-18 contract for non-emergency medical transportation between Sampson County (DSS) and Sampson Area Transportation | 59 - 85 |
| g. Approve the FY 2017-18 contracts for legal services between Sampson County (DSS) and Warrick & Bradshaw and Tiffany Naylor | 86 - 135 |
| h. Approve the contract between Sampson County Department of Social Services and Blizzard Construction for the construction of a brick wall/playground area for use for foster care/special children adoption programs | 136 - 142 |
| i. Approve policy documents related to the Essential Single Family Loan Pool 17 Program (ESFRLP-17): Assistance Policy, Procurement and Disbursement Policy and Language Access Plan | 143 - 162 |
| j. Approve tax refunds and releases as submitted | 163 - 170 |
| k. Approve budget amendments as submitted | 171 - 187 |

Tab 5 Board Information

- | | |
|---|-----------|
| a. Opportunities for Public Comment on Proposed Land Use Plan | 188 |
| | 189 - 190 |

County Manager's Reports

- | | |
|--|-----|
| Public Comment Period (see policies and procedures in agenda) | 191 |
|--|-----|

Adjournment

OUR PUBLIC CHARGE

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: July 10, 2017

<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

SUBJECT: Recognition of Retiree

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To recognize County employees for their dedicated service

ATTACHMENTS: None

BACKGROUND: Retirees for June:

Pernella (Penny) Peterson (Public Works): January 2002 – June 2017

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (b)

Meeting Date: July 10, 2017	<input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Report/Presentation <input type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
-----------------------------	---	---

SUBJECT: Administration - Oath of Office for Deputy Clerk and Introduction of New Administrative Assistant

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON: Susan J. Holder, Assistant County Manager

PURPOSE: To administer oath of office to Deputy Clerk and introduce new Administrative Assistant

ATTACHMENTS: None

BACKGROUND: With the retirement of LeAnn Honeycutt, the duties of Deputy Clerk have been transferred to Projects and Information Specialist Richard Carr. Mr. Carr has received advanced training through the School of Government's County Administration Course that provides the knowledge and skills to perform the Deputy Clerk responsibilities. Assistant County Manager/Clerk to the Board Susan Holder will administer the oath of office to Mr. Carr.

Completing the transition of personnel for the Administration department, we have hired a new administrative assistant to replace Ms. Honeycutt. Because this staff member interacts frequently with the Board, we appreciate the opportunity to introduce her to you at your Board meeting. (The release of the new hire's name is pending her notice to her current employer.)

RECOMMENDED ACTION OR MOTION: Clerk to administer oath to Mr. Carr; Board to welcome new Administrative Assistant

**NORTH CAROLINA
SAMPSON COUNTY**

I, **Richard L. Carr**, do solemnly swear (or affirm) that I will support and maintain the Constitution and Laws of the United States, and the Constitution and Laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as **Deputy Clerk to the Board of Commissioners**, so help me God.

I, **Richard L. Carr**, do further swear (or affirm) that by myself or any other person I neither have given, nor will I give, to any person whatsoever, any gratuity, fee, gift, or reward, in consideration of my appointment as **Deputy Clerk to the Board of Commissioners**. I do further swear (or affirm) that I will perform my duties as **Deputy Clerk to the Board** without prejudice, favor, affection or partiality, to the best of my skill and ability, according to law, so help me God.

Richard L. Carr

Sworn to and subscribed before me
this 10th day of July, 2017.

(Susan J. Holder, Clerk to the Board)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (c)

Meeting Date: July 10, 2017	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Tax - Reappointment of Tax Assessor/Collector and Administering of Oath of Office

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON: Jim Johnson, Tax Administrator

PURPOSE: To formally re-appoint Tax Administrator as Tax Assessor and Tax Collector for specified terms as required by NC General Statutes

ATTACHMENTS: NCGS 105-294; NCGS 105-295; Oaths of Office

BACKGROUND: North Carolina General Statutes require that county commissioners appoint a county assessor and/or collector to serve a term of not less than two years nor more than four years. Mr. Johnson's first full four-year appointment occurred in 2013; the reappointment term is for four years. The Chairman or the Clerk can administer the oath of office to Mr. Johnson.

Note: We typically refer to Mr. Johnson as Tax Administrator, but that actual title is not found in the statutes. His duties and responsibilities are both for tax assessing and collection; therefore he will take oaths as both.

RECOMMENDED ACTION OR MOTION: Re-appoint Jim Johnson for a four-year term; administer oath of office.

NORTH CAROLINA

SAMPSON COUNTY

I, **James E. Johnson** do solemnly swear (or affirm) that I will support and maintain the Constitution and Laws of the United States, and the Constitution and Laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as **TAX ASSESSOR OF SAMPSON COUNTY**, and that I will not allow my actions as Assessor to be influenced by personal or political friendships or obligations, so help me God.

Sworn to and subscribed before me
this 10th day of July, 2017.

Susan J. Holder
Clerk, Board of Commissioners

NORTH CAROLINA

SAMPSON COUNTY

I, **James E. Johnson** do solemnly swear (or affirm) that I will support and maintain the Constitution and Laws of the United States, and the Constitution and Laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as **TAX COLLECTOR OF SAMPSON COUNTY**, and that I will not allow my actions as Tax Collector to be influenced by personal or political friendships or obligations, so help me God.

Sworn to and subscribed before me
this 10th day of July, 2017.

Susan J. Holder
Clerk, Board of Commissioners

Article 16.

County Listing, Appraisal, and Assessing Officials.

§ 105-294. County assessor.

(a) Appointment. – Persons occupying the position of county assessor on July 1, 1983, shall continue in office until the first Monday in July, 1983. At its first regular meeting in July, 1983, and every two years or four years thereafter, as appropriate, the board of county commissioners of each county shall appoint a county assessor to serve a term of not less than two nor more than four years; provided, however, that no person shall be eligible for initial appointment to a term of more than two years unless such person is deemed to be qualified as provided in subsection (b) of this section or has been certified by the Department of Revenue as provided in subsection (c) of this section. The board of commissioners may remove the assessor from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the board. Whenever a vacancy occurs in this office, the board of county commissioners shall appoint a qualified person to serve as county assessor for the period of the unexpired term.

(b) Persons who held the position of assessor on July 1, 1971, and continue to hold the position, and persons who have been certified for appointment as assessor by the Department of Revenue between July 1, 1971, and July 1, 1983, are deemed to be qualified to serve as county assessor. Any other person selected to serve as county assessor must meet the following requirements:

- (1) Be at least 21 years of age as of the date of appointment;
- (2) Hold a high school diploma or certificate of equivalency, or in the alternative, have five years employment experience in a vocation which is reasonably related to the duties of a county assessor;
- (3) Within two years of the date of appointment, achieve a passing score in courses of instruction approved by the Department of Revenue covering the following topics:
 - a. The laws of North Carolina governing the listing, appraisal, and assessment of property for taxation;
 - b. The theory and practice of estimating the fair market value of real property for ad valorem tax purposes;
 - c. The theory and practice of estimating the fair market value of personal property for ad valorem tax purposes; and
 - d. Property assessment administration.
- (4) Upon completion of the required four courses, achieve a passing grade in a comprehensive examination in property tax administration conducted by the Department of Revenue.

(c) Certification. – Persons meeting all of the requirements of this section shall be certified by the Department of Revenue. From the date of appointment until the date of certification, persons appointed to serve as county assessor are deemed to be serving in an acting capacity. Any person who fails to qualify within two years after the date of initial appointment shall not be eligible for reappointment until all of the requirements have been met.

(d) In order to retain the position of county assessor, every person serving as county assessor, including those persons deemed to be qualified under the provisions of this act, shall, in each period of 24 months, attend at least 30 hours of instruction in the appraisal or assessment of property as provided in regulations of the Department of Revenue.

(e) The compensation and expenses of the county assessor shall be determined by the board of county commissioners.

(f) Alternative to separate office of county assessor. – Pursuant to Act [Article] VI, Section 9 of the North Carolina Constitution, the office of county assessor is hereby declared to be an office that may be held concurrently with any other appointive or elective office except that of member of the board of county commissioners. (1939, c. 310, ss. 400, 401; 1953, c. 970, ss. 1, 2; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1983, c. 813, s. 2; 1987, c. 45, ss. 1, 2; 1997-23, s. 5.)

§ 105-295. Oath of office for assessor.

The assessor, as the holder of an appointed office, shall take the oath required by Article VI, § 7 of the North Carolina Constitution with the following phrase added to it: "that I will not allow my actions as assessor to be influenced by personal or political friendships or obligations,". The oath must be filed with the clerk of the board of county commissioners. (1939, c. 310, s. 402; 1971, c. 806, s. 1; 1987, c. 45, s. 1; 1991, c. 110, s. 4; 1991 (Reg. Sess., 1992), c. 1007, s. 21.)

§ 105-296. Powers and duties of assessor.

(a) The county assessor shall have general charge of the listing, appraisal, and assessment of all property in the county in accordance with the provisions of law. He shall perform the duties imposed upon him by law, and he shall have and exercise all powers reasonably necessary in the performance of his duties not inconsistent with the Constitution or the laws of this State.

(b) Within budgeted appropriations, he shall employ listers, appraisers, and clerical assistants necessary to carry out the listing, appraisal, assessing, and billing functions required by law. The assessor may allocate responsibility among such employees by territory, by subject matter, or on any other reasonable basis. Each person employed by the assessor as a real property appraiser or personal property appraiser shall during the first year of employment and at least every other year thereafter attend a course of instruction in his area of work. At the end of the first year of their employment, such persons shall also achieve a passing score on a comprehensive examination in property tax administration conducted by the Department of Revenue.

(c) At least 10 days before the date as of which property is to be listed, the assessor shall advertise in a newspaper having general circulation in the county and post in at least five public places in each township in the county a notice containing all of the items listed in this subsection. If the listing period is extended in any county by the board of county commissioners, the assessor shall advertise in the newspaper in which the original notice was published and post in the same places a notice of the extension and of the times during which and the place or places at which lists will be accepted during the extended period. The items that must be included in the notice are:

- (1) The date as of which property is to be listed.
- (2) The date on which listing will begin.
- (3) The date on which listing will end.
- (4) The times between the date mentioned in subdivision (c)(2), above, and the date mentioned in subdivision (c)(3), above, during which lists will be accepted.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a-b)

Meeting Date: July 10, 2017	<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
-----------------------------	---	---

SUBJECT: Planning Issues

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes

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-5-17-2** Planning staff will review a request to rezone approximately 4.6 acres located along Boyette Road and I-40 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 **NOT CONSISTENT** with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this proposed location is **NOT** located in proximity to a major thoroughfare. Based upon these findings, the Planning Board unanimously recommended **DENIAL** of the rezoning request.
- a. **RZ-6-17-2** Planning staff will review a request to rezone approximately 26.24 acres located along Goshen Church Road and I-40 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 and other long range planning documents due to the fact this proposed location is located in close proximity to a major thoroughfare. Based upon these findings, the Planning Board unanimously recommended **APPROVAL** of the rezoning request.

RECOMMENDED ACTION OR MOTION:

- a. Motion to **DENY** rezoning request RZ-5-17-2, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine*

*that the recommendation of the ordinance amendment RZ-5-17-2 is **NOT** consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that this proposed location is not in close proximity to a major thoroughfare.*

- b. 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-6-17-2 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the proposed location being located within close proximity to a major thoroughfare.*



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: June 19, 2017 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners July 10, 2017 Agenda Items
Date: June 22, 2017

The following requests were addressed by the Planning and Zoning Board at their June 19, 2017 meeting:

RZ-5-17-2 - A rezoning request by Hubbard Sutton to rezone approximately 4.6 acres located along Boyette Road and I-40 from RA-Residential Agriculture to C-Commercial was recommended for denial with the following findings of fact and zoning consistency statement: (See attached location map)

1. Hubbard Sutton has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 4.6 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along I-40 and has access to Boyette Road. The properties adjoining to the north, south, east, and west are zoned RA-Residential Agriculture.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as I-40. Access to I-40 is approximately 2.5 miles from the property under consideration.
6. 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-5-17-2 is not** consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the proposed location not being in close proximity to a major thoroughfare.

RZ-6-17-1 - A rezoning request by Bobby Daughtry to rezone approximately 10.65 acres located along Goshen Church Road and I-40 from RA-Residential Agriculture to C-Commercial was continued until the July 17, 2017 Planning Board meeting at the request of the applicant in order that they may provide the Board with additional information.

RZ-6-17-2 - A rezoning request by Tommy Daughtry to rezone approximately 26.24 acres located along Goshen Church Road and I-40 from RA-Residential Agriculture to C-Commercial was unanimously recommended for approval with the following findings of fact and zoning consistency statement: (See attached location map)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Tommy Daughtry has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 26.24 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Goshen Church Road and I-40. The properties adjoining to the south, east, and west are zoned RA-Residential Agriculture. The property is bordered to the north by I-40.

5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as I-40. The proposed property is located within 1,100' of the Suttontown Road/I-40 interchange.
6. 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-6-17-2** is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the proposed location being located within close proximity to a major thoroughfare.

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
June 19, 2017

Members Present
Ann Naylor
Clayton Hollingsworth
Debra Bass
Nancy Blackman
Andrew Jackson
Sherri Smith

Members Absent
Steve Parker

Minutes Approved

Upon a motion by Clayton Hollingsworth and seconded by Sherri Smith, the minutes of the May 15, 2017 meeting were unanimously approved as presented by the Board.

RZ-5-17-2

A rezoning request by Hubbard Sutton to rezone approximately 4.6 acres located along Boyette Road and I-40 from RA-Residential Agriculture to C-Commercial. (See attached location map)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Hubbard Sutton has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 4.6 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along I-40 and has access to Boyette Road. The properties adjoining to the north, south, east, and west are zoned RA-Residential Agriculture.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as I-40. Access to I-40 is approximately 2.5 miles from the property under consideration.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

After Board discussion related to the portion of the property being requested to be rezoned being located a considerable distance (2,500') from Boyette Road as well as access to I-40 being approximately 2.5 miles away, a motion was made which recommended denial of the request to the County Board of Commissioners with the following statement which addresses the Board finding that the ordinance amendment would not be consistent with the goals and objectives of the Sampson County Land Use Plan.

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-5-17-2 is not** consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the proposed location not being in close proximity to a major thoroughfare.

DECISION. After Board discussion, Sherri Smith moved to recommend denial of RZ-5-17-2 with the above referenced findings of fact and zoning consistency statement. The motion was seconded by Clayton Hollingsworth and recommended for denial by the Board.

Ayes: 5, Ann Naylor, Clayton Hollingsworth, Nancy Blackman, Sherri Smith, Debra Bass
Nays: 1, Andrew Jackson

RZ-6-17-1

A rezoning request by Bobby Daughtry to rezone approximately 10.65 acres located along Goshen Church Road and I-40 from RA-Residential Agriculture to C-Commercial. (See attached location map)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Bobby Daughtry has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 10.65 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located off Goshen Church Road and I-40. The properties adjoining to the south, east, and west are zoned RA-Residential Agriculture. The property is bordered to the north by I-40.
5. Per the NC Department of Transportation this property does not have frontage along Goshen Church Road.
6. 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-6-17-1 is/is not** consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents.

Nancy Blackman asked to be recused from RZ-6-17-1 and RZ-6-17-2. The board unanimously voted to recuse Mrs. Blackman from both cases.

Debbie Daughtry, wife of the property owner, explained to the board there was deeded easement to the proposed property. Mrs. Daughtry asked the board to continue RZ-6-17-1 until the July Planning Board Meeting to prove there was an easement.

DECISION. After Board discussion, Andrew Jackson moved to recommend RZ-6-17-1 be continued until the July Planning Board Meeting. The motion was seconded by Clayton Hollingsworth and was unanimously continued by the Board to the July 17, 2017 Planning Board meeting.

RZ-6-17-2

A rezoning request by Tommy Daughtry to rezone approximately 26.24 acres located along Goshen Church Road and I-40 from RA-Residential Agriculture to C-Commercial. (See attached location map)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Tommy Daughtry has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 26.24 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Goshen Church Road and I-40. The properties adjoining to the south, east, and west are zoned RA-Residential Agriculture. The property is bordered to the north by I-40.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as I-40. The proposed property is located within 1,100' of the Suttontown Road/I-40 interchange.
6. 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-6-17-2** is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the proposed location being located within close proximity to a major thoroughfare.

DECISION. After Board discussion, Ann Naylor moved to recommend approval of RZ-6-17-2 with the above referenced findings of fact and zoning consistency statement. The motion was seconded by Clayton Hollingsworth and unanimously recommended for approval by the Board.

Special Use Permit and Quasi-Judicial Procedural Discussion - Mrs. Rose initiated a discussion of Special Use Permits, the standards associated with these permits and what is considered expert testimony. Upon discussion with staff and County Attorney Joel Starling, the Board acknowledged their understanding of the standards but did not take any action at this time. Staff recommended continuing this discussion during an upcoming Land Use Plan Steering Committee meeting as they consider the possibility of recommending amendments to the Sampson County Zoning Ordinance or in the future development of a Unified Development Ordinance providing for more uses permitted with conditions instead of Special Uses in order to move away from quasi-judicial hearings.

The Board also discussed amending their by-laws to provide for time restrictions on testimony during rezoning and text amendment requests. There was discussion on whether testimony could be limited during quasi-judicial hearings, however the County Attorney and Planning staff informed the Board they had been advised by the Institute of Government this was not advised for quasi-judicial cases.

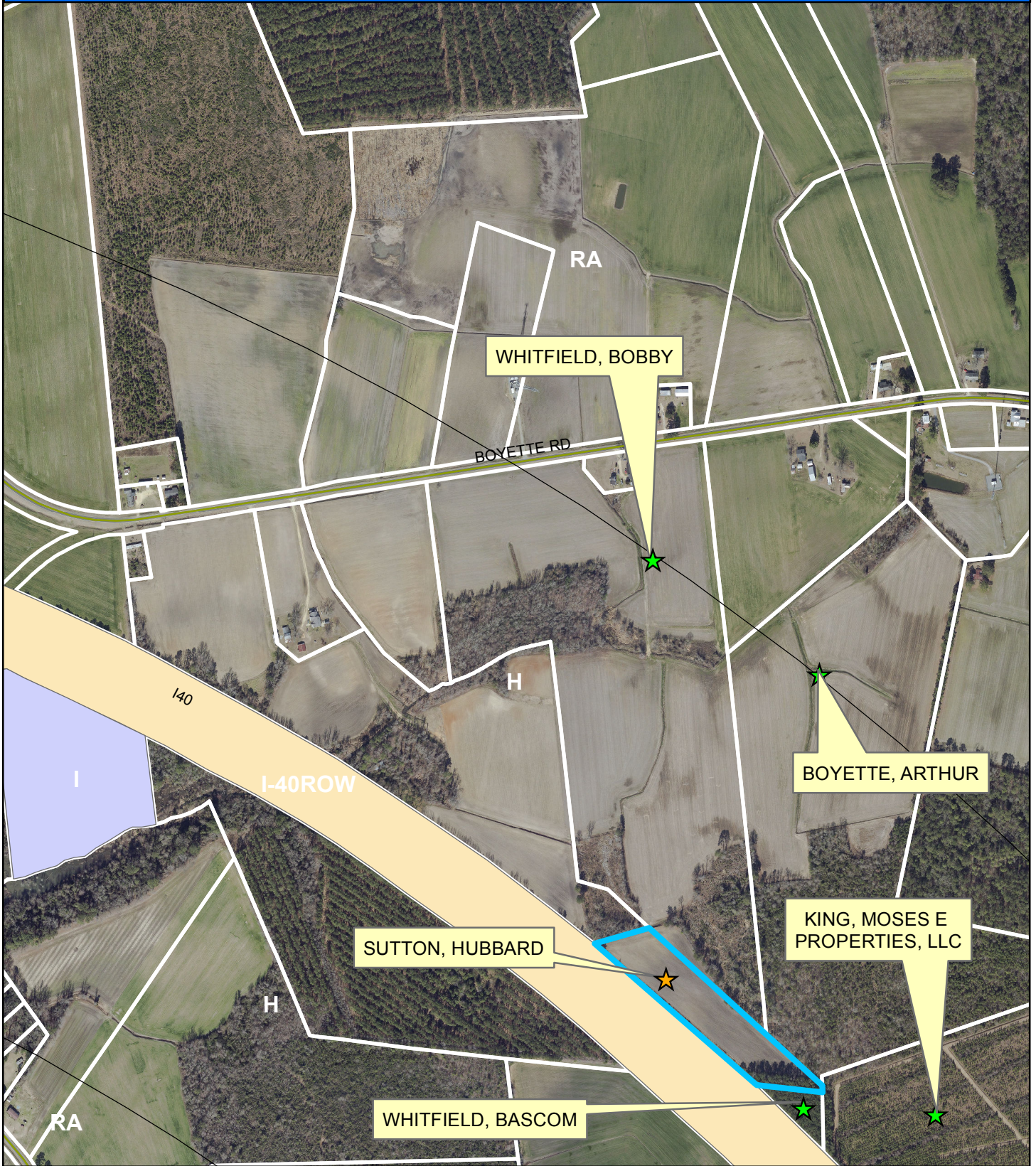
Planning staff agreed to research time limits other jurisdictions placed upon testimony and report back to the Board in August.

There being no further business, the meeting was adjourned at 8:00 p.m.

Chairman

Secretary

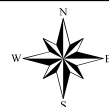
**RZ-5-17-2
Hubbard Sutton
I-40 & Boyette Road**



Proposed Properties



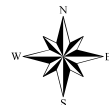
Properties Owners Within 100 Feet



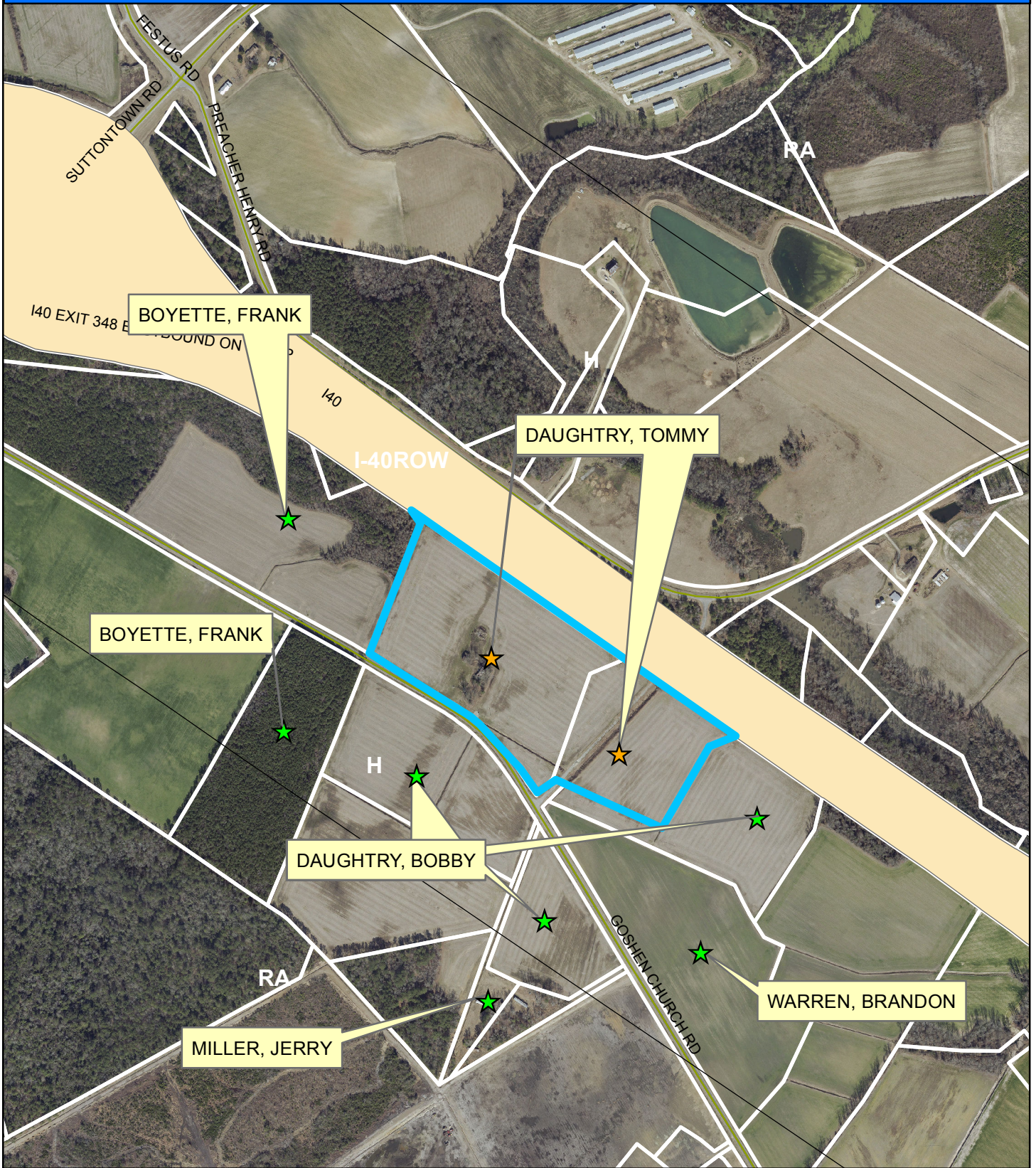
**RZ-5-17-2
Hubbard Sutton
I-40 & Boyette Road**





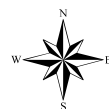
Proposed Property



RZ-6-17-2
Tommy Daughtry
Goshen Church Road & I-40



-  Proposed Properties
-  Properties Owners Within 100 Feet



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

3 (a)

Meeting Date: July 10, 2017

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Tax Settlement and Charge to Tax Collector

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

CONTACT PERSON: Jim Johnson, Tax Administrator

PURPOSE: To hear annual settlement of taxes for FY 2016-2017 and charge Tax Collector with collection of FY 2017-2018 taxes

ATTACHMENTS: Memo; Tax Charge

BACKGROUND: Annually, the Tax Administrator must provide a settlement of taxes for the previous fiscal year before being charged with the collection of the current year taxes. Tax Administrator Jim Johnson will provide the tax settlement information.

RECOMMENDED ACTION OR MOTION: Motion to accept settlement and charge Tax Collector with collection of taxes for FY 2017-2018

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: June 21, 2017
Subject: Annual Tax Settlement

According to GS 105-373, after July 1 and before being charged with collection of taxes for the current fiscal year a preliminary report on the previous fiscal year must be reported to the governing board.

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

To the Tax Collector of the County of Sampson:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Sampson County Tax Office and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Sampson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 10th day of July, 2017.

Chairman, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

3 (b)

Meeting Date:	July 10, 2017	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
		<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
		<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
		<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Adoption of Documents Related to Refinancing of USDA Debt

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON: David Clack, Finance Officer

PURPOSE: To adopt a resolution evidencing Board approval of documents related to the proposed refunding of certain USDA debt

ATTACHMENTS: Finance Officer Memorandum; Resolution Approving an Installment Financing Contract and Providing for Certain Other Related Matters

BACKGROUND: As you are aware from previous discussions, the County is proposing to refinance certain USDA debt as a cost-saving measure. The Local Government Commission is scheduled to consider the County's application on August 1, 2017, and we are planning to sell the bonds at the end of August or early September. According to the estimates provided by our Underwriter, the market remains favorable for our sale of bonds to refund the USDA loans.

The enclosed resolution indicates the Board's approval of certain draft documents prepared by Bond Counsel and Underwriter Counsel including the Deed of Trust, Indenture of Trust and Preliminary Official Statement. (These are large documents and have been provided to you separately.) Adoption of the resolution authorizes the Chairman and staff to execute such documents and take actions necessary to complete the refunding process.

Mr. Clack will answer any questions you may have on these documents and the refunding process.

RECOMMENDED ACTION OR MOTION: Motion to adopt the Resolution Approving an Installment Financing Contract and Providing for Certain Other Related Matters



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: July 3, 2017

SUBJECT: Approving Resolution for Limited Obligation Bonds (LOBs)

Attached please find the a resolution related to the proposed refunding of certain outstanding USDA Community Facility Loans. The resolution authorizes the Chairman, County Manager, Clerk to the Board, and County Attorney to take those actions necessary to complete the refunding of the loans.

The resolution also indicates the Board's approval of certain draft documents prepared by Bond Counsel and Underwriter Counsel. These include the Contract, Deed of Trust, Indenture of Trust, and Preliminary Official Statement.

The Local Government Commission is scheduled to consider our application on August 1, 2017 and we are planning to sell the bonds at the end of August or early September. According to the estimates provided by our Underwriter the market remains favorable for our sale of bonds to refund the USDA loans.

We respectfully request that the Board approve the attached resolution which will allow the refunding to proceed.

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Sampson, North Carolina (the “Board”), was duly held on Monday, July 10, 2017, at 6:00 p.m. in the County Auditorium, County Administration Building, 435 Rowan Road, Clinton, North Carolina, Clark Wooten, Chairman of the Board, presiding and the following Commissioners present:

The following Commissioners were absent:

* * * * *

Commissioner _____ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Sampson, North Carolina (the “County”) is a political subdivision validly existing under the Constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment purchase contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

WHEREAS, the Board of Commissioners of the County (the “Board”) has previously determined that it is in the best interest of the County to enter into an Installment Financing Contract dated as of September 1, 2017 (the “Contract”) with the Sampson Area Development Corporation (the “Corporation”) in order to (1) to refinance certain prior contractual obligations between the County and the United States Department of Agriculture (USDA) that were originally used to finance the Projects (as such term is defined in the Contract) and (2) to pay the costs related to the execution and delivery of the Contract;

WHEREAS, to secure its obligations under the Contract, the County will execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2017 (the “Deed of Trust”), granting a lien on the County’s fee simple interest in the real property on which a portion of the Projects are located, together with the improvements thereon;

WHEREAS, the Corporation will execute and deliver an aggregate principal amount not to exceed \$70,000,000 of its Refunding Limited Obligation Bonds (collectively, the “Bonds”), evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds to Stephens Inc. (the “Underwriter”), the Corporation will enter into a Contract of Purchase to be dated on or about August 30, 2017 (the “Purchase Contract”) between the Corporation and the Underwriter relating to the Bonds, and the County will execute a Letter of Representation to the Underwriter (the “Letter of Representation”);

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “Instruments”), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) an Indenture of Trust dated as of September 1, 2017 (the “Indenture”) between the Corporation and Regions Bank, as trustee; and
- (3) the Letter of Representation.

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “Preliminary Official Statement”), a draft thereof having been presented to the Board, and a final Official Statement relating to the Preliminary Official Statement (together with the Preliminary Official Statement, the “Official Statement”), which Official Statement will contain certain information regarding the County;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Board has conducted a public hearing to receive public comment on the proposed Contract and the transactions contemplated thereby; and

WHEREAS, the County has filed an application to the LGC for approval of the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON, NORTH CAROLINA, AS FOLLOWS:

Section 1. **Ratification of Instruments.** All actions of the County, the Chairman of the Board (the “Chairman”), the Clerk to the Board (the “Clerk”), the County Manager, the Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed refinancing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. **Authorization of the Official Statement.** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriter in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Chairman, the County Manager and the Finance Director are each hereby authorized and directed, individually and collectively, to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as each may approve.

Section 3. ***Authorization to Execute the Contract.*** The County approves the refinancing of the Projects in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Chairman, the Clerk, the County Manager and the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust.*** The County approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Chairman, the Clerk, the County Manager, the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content of the Deed of Trust presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board. From and after the execution and delivery of the Deed of Trust, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. ***Letter of Representation.*** The form and content of the Purchase Contract are hereby approved in all respects, and the County Manager or the Finance Director is authorized to execute the Letter of Representation for the purposes stated therein.

Section 6. ***County Representative.*** Each of the Chairman, the County Manager and the Finance Director is hereby designated a County Representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Chairman, the County Manager and the Finance Director are authorized, individually and collectively, to proceed with the transactions contemplated by the Contract in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The County's representatives or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution. Without limiting the foregoing, the Finance Director is hereby authorized and directed to select one or more financial institutions to serve as an additional Underwriter for the Bonds if the Finance Director determines, in his

discretion, that such an appointment is necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 7. *Severability.* If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. *Repealer.* All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. *Effective Date.* This Resolution is effective on the date of its adoption.

On motion of Commissioner _____, the foregoing resolution entitled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS”** was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF SAMPSON) SS:

I, SUSAN J. HOLDER, Clerk to the Board of Commissioners of the County of Sampson, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” adopted by the Board of Commissioners of the County of Sampson, North Carolina at a meeting held on the 10th day of July, 2017.

WITNESS my hand and the corporate seal of the County of Sampson, North Carolina, this the _____ day of July, 2017.

(SEAL)

Susan J. Holder
Clerk to the Board of Commissioners
County of Sampson, North Carolina



MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager

FROM: ^{RB} Ronald Bass, Emergency Management

DATE: June 7, 2017

SUBJECT: Private Road Name/Public Hearing Request

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

PVT 1147 1415

Melon Ln

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

Please review and advise.

NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. on Monday, July 10, 2017 in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

PVT ROAD CODE

PROPOSED NAME

PVT 1147 1415

Melon Lane

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

31

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **3 (d)**

Meeting Date: July 10, 2017	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
-----------------------------	---	---

SUBJECT: Designation of Voting Delegate for NCACC Conference (August 10-13, 2017)

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Ed Causey, County Manager

PURPOSE: To designate board member (or Manager) to serve as voting delegate at business session of NCACC Annual Conference, August 10-13 in Durham County

ATTACHMENTS: Voting delegate form

BACKGROUND: The North Carolina Association of County Commissioners Annual Conference will be held on August 10-13 in Durham County. The Board needs to determine if any of its members wish to attend and/or be designated as the Board's voting delegate for the business session of the conference. The voting delegate can be a commissioner or the County Manager.

RECOMMENDED ACTION OR MOTION: Designate an individual to serve as the County's voting delegate at the 2017 NCACC Annual Conference



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 110th Annual Conference of the North Carolina Association of County Commissioners to be held in Durham County, N.C., on August 10-13, 2017.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 4, 2017:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
Fax: (919) 733-1065
alisa.cobb@ncacc.org
Phone: (919) 715-2685

DATE: 25 May 2017

TO: Sue Lee, Vice Chair, Sampson County Board of Commissioners
VIA: Ed Causey, County Manager
Susan Holder, Assistant County Manager



FROM: Julie Stadig, Chair

SUBJECT: CVB Board Appointments – Effective July 1, 2017

The board of the Sampson County Convention & Visitors Bureau has two board members whose first terms expire on June 30, 2017, **Ms. Julie Stadig and Ms. Susan Richert**. The CVB Board has voted unanimously and would like to recommend the two individuals continue to fill their board seats, and continue their 2nd term on the CVB Board of Directors.

The board of the Sampson County Convention & Visitors Bureau has one board member, Mr. Sharad Surati, owner of the Comfort Inn and Inn at Clinton, whose third term will expire on June 30, 2017. The CVB Board would like to recommend that **Mr. Roy Patel**, Owner and Operator of Days Inn, fill this board position. The CVB Board voted unanimously to recommend consideration by the BOC. Mr. Roy Patel purchased Days Inn in January, 2017. He would be a very vital member of the CVB Board. His position would serve as representing the lodging providers, due to the occupancy tax funding in the county.

The board of the Sampson County Convention & Visitors Bureau has one board member who will resign as of June 30, 2017, Mr. David King. The CVB Board would like to recommend that **Mr. Phillip Bell**, fill this board seat. The CVB Board voted unanimously to recommend consideration by the BOC. Mr. Bell attended University of North Carolina at Pembroke and received a BS-Biology degree in 1976. He was employed by United States Department of Agriculture Food Safety and Inspection Service and USDA - Animal and Plant Inspection Service. In 2014, he started volunteering his services to assist Coharie Indian Tribe with Upper Great Coharie River Initiative Coordination.

Below is the contact information for each person being offered for consideration.

Mr. Roy Patel	Mr. Phillip Bell	Mrs. Julie Stadig	Ms. Susan Richert
508 Southeast Blvd	870 Beaverdam Rd	615 College St	216 Sampson St
Clinton, NC 28328	Clinton, NC 28328	Clinton, NC 28328	Clinton, NC 28328
860-625-5505	910.990-9941	910.596.0961	910-592-2634

If you should have any questions or need additional information, please contact me at your convenience. Please let me know when this will be scheduled.

Sincerely

Julie Stadig
Chair
CVB Board of Directors

The Sampson County Board of Commissioners convened for a special session on water issues just after 1:00 p.m. on Monday, May 22, 2017 in the County Administration Building Conference Room, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Clark H. Wooten, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Harry Parker and Jerol Kivett.

The Chairman convened the meeting and called upon County Manager Ed Causey. Mr. Causey introduced Linwood (Lin) Reynolds who would be the County's new Public Works Director upon the retirement of Lee Cannady. Chairman Wooten then called upon current Public Works Director Lee Cannady and Dewberry engineer Matthew West for a presentation. (Copy of PowerPoint attached hereto.)

Mr. West provided an overview of the current system, operation and maintenance concerns, as well as an update on the iron/manganese treatment system and I40/NC 403 well construction projects. Mr. West provided information on the system's current policies with regard to expansion, noting that they do not serve the system well at this time, and offered case study considerations for policy changes for future expansion of the system.

Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to recess to reconvene at 6:00 p.m. for the presentation of the proposed budget for Fiscal Year 2017-2018.

Reconvene - Budget Presentation

Chairman Wooten reconvened the Board at 6:00 p.m. in the County Administration Building Conference Room, with all members present. He called upon County Manager Ed Causey for presentation of the budget message for Fiscal Year 2017-2018. (Copy attached hereto.)

The Board expressed excitement about the budget, proposed with an increase in funding for the school systems and a ½ cent decrease in the tax rate. It was noted that the public hearing for the proposed budget would be held in conjunction with the Board's regular meeting on June 5, 2017.

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, June 5, 2017 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Jerol Kivett and Harry Parker.

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

Approval of Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve the agenda with the following changes: Item 3 (d): Finance – Award of Bid for Construction of 60 x 28 Foot Building for DSS was removed.

Item 1: Reports and Presentations

Introduction of New Children’s Librarian Tiffany Savage was introduced as the new Children’s Librarian and welcomed by the Board.

Recognition of 2017 Miss Spivey’s Corner and 2017 Miss Spivey’s Corner Outstanding Teen Recently crowned Miss Spivey’s Corner Karen Stallings and Miss Spivey’s Corner Outstanding Teen Mackie Brown were recognized by the Board. They were both offered congratulations and best wishes.

Recognition of Retirees Service plaques were presented to retirees Lee Cannady and Angela Sanderson.

Recognition of Governor’s Volunteer Award Recipient Chris Driver was recognized by the Board as the recipient of the Governor’s Medallion Award for Volunteer Service due to his services provided through the Diaper Bank of Sampson County.

Introduction of New Public Works Director Linwood Reynolds was introduced as the new Public Works Director and welcomed by the Board.

Report – Fiscal Impact of Sampson Community College’s Request for County to Serve as Co-Applicant for EDA Grant Funding Sampson Community College President Paul Hutchins provided financial analysis of the operational and maintenance costs of

their facilities and the potential fiscal impact of the maintenance and upkeep of a new welding and metal fabrication facility. He explained that the welding facility was potentially a more viable project for EDA funds, freeing up monies for other needs. He explained that, if awarded, the EDA grant funding would be used to construct a new 10,000 square foot building. Two other buildings would be taken offline (one demolished to provide a footprint for the building and the other used only for storage, not instruction), resulting in a reduction in utilities costs. A small increase in insurance for the new asset would result in a net increase in operational costs of between \$300-\$400 per month.

Item 2: Planning and Zoning

RZ-5-17-1 Chairman Wooten called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 3.3 acres located along Roseboro Highway and Bass Lake Road from RA-Residential Agriculture to C-Commercial. Commissioner Kirby asked what the rezoned property would be used for, and Ms. Rose reminded the Board that the Planning Board must consider all potential uses in the zoning classification. However, because a billboard company had contacted the Zoning office regarding the property, they were led to think the intended use was for a billboard. The Chairman opened the floor for comments, and none were received. The Chairman closed the hearing. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve rezoning request RZ-5-17-1, 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 Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-5-17-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.*

RZ-5-17-2 Chairman Wooten called the hearing to order and recognized Planning Director Mary Rose who informed the Board that due to illness the applicant was not represented at the Planning Board meeting; therefore the Planning Board respectfully had requested that the zoning request be continued to the July 10, 2017 meeting. Upon a motion made by Commissioner Kirby and seconded by Commissioner Kivett, the hearing was continued.

Item 3: Action Items

Public Hearing – Proposed Budget for Fiscal Year 2017-18 The Chairman opened the public hearing and recognized County Manager Ed Causey who informed the Board that in accordance with NC General Statute 159-12(b), the public hearing had been duly advertised to receive public comment on the proposed budget.

The Chairman opened the floor for comments and the following were received:

Jeffrey Dunn – (7870 Godwin Lane Rd., Dunn, NC) Mr. Dunn, a representative of the Midway High School Athletic Training Facility Fundraising Committee, provided the Board a brochure containing information regarding the proposed athletic training facility noting that the committee’s responsibility was to raise monies to fund the estimated \$600,000 construction costs of the facility. Mr. Dunn asked the Board to reconsider allocating \$150,000 for the Midway High School Athletic Training Facility.

Quincy Edgerton (709 Reedsford Rd., Clinton, NC) Elections Board Member Edgerton requested that the Board consider increasing the Elections Department proposed part-time salary amount to \$14,925, as in the FY 2016-17 budget. Mr. Edgerton also requested that the Board consider increasing the Director’s annual salary to \$55,000. He stated that he had been told that there was a mistake when Elections Director Ashley Tew was hired, that the Elections Board had offered her \$46,400, but that the commissioners’ motion to approve her hiring/salary was made at \$40,000, costing her \$6,000.00. Mr. Edgerton stated that a previous commissioner had stated that rather than revisiting the salary, he told her that she would make up the difference in overtime. He noted that Ms. Tew had received overtime for a number of elections, but that the pay study had changed her classification to an exempt employee, ineligible for overtime.

There being no further comments, the Chairman closed the public hearing.

Scheduling of Budget Work Session The Board scheduled a budget work session for June 19, 2017 at 6 p.m. in the Administration Building Conference Room.

Emergency Management – Granting of Franchise for Convalescent Transport Service Emergency Management Director Ronald Bass informed the Board that pursuant to the ordinance related to the award of such franchises, the EMS Advisory Board met recently to consider applications from two providers, LifeStar Emergency Services LLC and North State Medical Transport. Since that meeting, LifeStar had tabled their application as they did not deem it financially feasible to provide services at the time; therefore it was recommended that a franchise be awarded to North State Medical Transport. North State Medical Transport Operations Director Bryan Perry was present and informed the Board that the company would be prepared to meet the county needs. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to authorize the award of a franchise to North State Medical Transport and authorize the execution of an associated contract. (Copy filed in Inc. Minute Book ___, Page ___.)

Emergency Management – Approval of Change in EMS Director Emergency Management Director Ronald Bass informed the Board that current EMS system’s

Medical Director Dr. Steven Kelley had recently indicated a desire to step down from the position, and that because of the importance of the partnership between the County's EMS system and the emergency care provided by Sampson Regional Medical Center, the hospital's input was sought on the designation of a replacement Medical Director. Dr. Christopher Occhino, M.D. of their staff had expressed interest in serving as the Medical Director, under the same type of contract with the County that Dr. Kelly had, at the same contract price. He also noted that Dr. Kelley had agreed to serve until Dr. Occhino's application had been reviewed and approved by the State. Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to designate Dr. Christopher Occhino as the EMS system Medical Director, contingent upon OEMS approval and to authorize termination of the contract with Dr. Steven Kelley upon Dr. Occhino's approval by the state and his subsequent execution of a contract with the County. (Copy filed in Inc. Minute Book ____, Page ____.)

Finance – Award of Bid for Construction of 60 x 28 Foot Building for DSS Item was removed from the agenda.

Appointment – Sampson Community College Board of Trustees Upon a motion by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Larinda Haight to the Sampson Community College Board of Trustees.

Appointment – Jury Commission Upon a motion by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Chris Naylor to the Jury Commission.

Appointment – Social Services Board Upon a motion by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Bob Werner to the Social Services Board.

Item 4: Consent Agenda

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

- a. Approved the minutes of the May 1, 2017 and May 15, 2017 meetings.
- b. Approved the Juvenile Crime Prevention Council's Funding Plan for Fiscal Year 2017-18 (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Approved the Memorandum of Understanding between Sampson County EMS and Wayne Community College for clinical/field internships (Copy filed in Inc. Minute Book ____ Page ____.)

- d. Approved Sampson Area Transportation’s revised Title VI Plan, contingent upon subsequent final approval by the North Carolina Department of Transportation (Copy filed in Inc. Minute Book ____ Page ____.)
- e. Approved revisions to the Sampson Area Transportation System Safety Program Plan (SSPP) to designate the Transportation Supervisor as the system’s Safety Officer (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Approved the Home and Community Care Block Grant Funding Plan for Fiscal Year 2017-18 (Copy filed in Inc. Minute Book ____ Page ____.)
- g. Approved tax refunds and releases as submitted:

#8014	Robert Shipp	\$222.33
#8017	Penny Underwood	\$109.21
#8019	Russell Boland	\$230.44
#8042	Roby Blakely, Jr.	\$157.44
#8044	Cody Langston	\$259.80
#7862	Lilly Idea Lease Inc.	\$1,792.10
Tax Release	T-Bone Enterprises	\$102.23

- h. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		<u>Veterans Department</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
11558200	526201	Dept. Supplies equipment		\$2,131.00	

<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
11035820	403615	State Grant Veterans		\$2,131.00	

<u>EXPENDITURE</u>		<u>Tax Department</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
11141400	519100	Professional Services		\$30,000.00	

<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
11034140	404125	Legal Fees Collected		\$30,000.00	

<u>EXPENDITURE</u>		<u>Aging Department</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
02558670	525000	Home Repairs – United Way		\$5,000.00	

<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
02035867	403602	Home Repairs – United Way		\$5,000.00	

<u>EXPENDITURE</u>		<u>Aging Department</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
02558810	526200	FCG – Dept. Supplies		\$400.00	
<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
02035881	408401	FCG - Donations		\$400.00	
<u>EXPENDITURE</u>		<u>Library Department</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
11761100	523200	AV		\$450.00	
11761100	526200	Department Supplies		\$1,419.00	
11761100	566100	Books		\$2,000.00	
<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
11761100	408401	Donations		\$1,419.00	
11761100	408930	Discard Sales		\$1,450.00	
11761100	404110	Fines & Fees		\$1,000.00	
<u>EXPENDITURE</u>		<u>Emergency Management Department</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
11243300	544000	Capital Outlay Vehicles		\$5,000.00	
<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
11034330	408402	Donations		\$5,000.00	

Item 5: Board Information

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

- a. Department of Social Services resolution regarding SB 594/HB 608 (Family/Child Protection and Accountability Act).

Social Services Director Sarah Bradshaw informed the Board that the County Commissioners Association had opposed the legislation as introduced, and that the rewritten bill did not mandate regionalization, but would allow counties to regionalize voluntarily.

County Manager Reports

County Manager Ed Causey reminded the Board of the County Commissioners Conference in Durham on August 10-12, 2017.

Public Comments

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

Closed Session

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kirby, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11(a)(3) for consultation with the County Attorney on several legal matters including the impact of the Garland Town/Garland Fire Department budget matter on the County's contract with Garland Fire Department and the subpoena for public records in an intellectual property case for an industrial prospect. Upon a motion made by Commissioner Kirby and seconded by Commissioner Kivett, the Board voted unanimously to return to Open Session. No action was taken in Closed Session.

Recess to Reconvene

Upon a motion made by Commissioner Kirby and seconded by Commissioner Kivett, the Board voted unanimously to recess to reconvene on June 19, 2017 at 6:00 p.m. in the Administration Conference Room.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their recessed meeting at 6:00 p.m. on Monday, June 19, 2017 in the County Administration Building Conference Room, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Clark H. Wooten, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Harry Parker and Jerol Kivett.

The Chairman convened the meeting and called upon Commissioner Parker for an invocation.

The Chairman then opened the floor for comments from the Board on the recommended budget, which had been duly presented on May 22, 2017, and offered for public comment on June 5, 2017.

Commissioner Kirby questioned about allocations for drones or robots in the Sheriff's Office budget, and staff stated that they were not aware of any such requests or recommended allocations. Commissioner Kirby then voiced concerns regarding the struggles experienced by the school systems, particularly the County school system. Commissioner Kivett commended the Board for their past efforts to improve school funding, noting comparisons of tax bases and debt load for adjacent counties which allows them to fund education at a higher rate. Commissioner Kirby noted the danger of the County school system's dependence of the use of their fund balance compared to the benefits enjoyed by the City school system's use of their supplemental tax revenue. Chairman Wooten stated that the Board of Commissioners and the Boards of Education would have to understand each other's budgets and challenges, and the management of money would be key.

Commissioner Kivett voiced concerns with the budgeted allocation of \$250,000 for capital needs for Sampson Community College, given their allocation of state bond funds of \$4.7 million and the possibility of receiving another \$1.2 million in grant funding. County Manager Ed Causey explained that the allocation was originally recommended to be paid for a ten-year period to allow the College to do long-range planning for capital needs. Staff discussed that the funding initiated from the allocation of the additional sales taxes which must be used for education or economic development. Commissioner Kivett moved that the \$250,000 allocation be removed from the Community College budget appropriations and be added to the capital reserve funds for education. The motion was seconded by Commissioner Kirby and passed unanimously.

Vice Chairperson Sue Lee moved that the \$10,000 in Special Appropriations (that was to be determined for specific allocation by the Board at the first work session) be cut, given that every worthy organization could not be funded. Commissioner Kirby took exception because one organization – the Sampson County History Museum – received all of the special appropriations. He noted that other organizations, such as the Sampson Alumni Association and Coharie Tribe, deserved appropriations. Vice Chairman Lee noted that all citizens could partake in the History Museum whereas the others were special interest groups, and Commissioner Kirby noted that the other organizations were open as well and that he believed that the History Museum did not reflect history totally correctly and fairly. Commissioner Parker also dissented, expressing the needs of those in the southern portion of the County. Chairman Wooten seconded the motion, and it passed 3-2 (Commissioners Kirby and Parker voting nay).

There being no further discussion, Commissioner Kivett moved to direct staff to prepare the budget ordinance with the approved changes. The motion was seconded by Vice Chairperson Lee and passed 3-2 (Commissioners Kirby and Parker voting nay).

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to recess to reconvene on Monday, June 26th at 6:00 p.m. in the County Administration Building Conference Room.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their recessed meeting at 6:00 p.m. on Monday, June 26, 2017 in the County Administration Building Conference Room, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Clark H. Wooten, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Harry Parker and Jerol Kivett.

The Chairman convened the meeting and called upon Commissioner Kirby for an invocation.

Item 1: Consideration of Budget Ordinance for Fiscal Year 2017-2018

County Manager Ed Causey explained that the budget had been prepared based upon the modifications approved by the Board at their previous work session; the budget ordinance was presented for adoption. Commissioner Kirby thanked the County Manager and staff and noted for the record that he was going to vote no on the budget for two reasons: there needed to be additional monies provided for the schools, particularly the County school system, and because the discretionary spending was all going to one place. Commissioner Parker concurred, stating that he was going to vote no for the same reasons. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted 3-2 (with Commissioners Kirby and Parker voting nay) to adopt the budget ordinance. (Copy filed in Ordinance Book _____, Page _____.)

Item 2: Consideration of Purchase of Land Adjacent to Agri Exposition Center

County Manager Causey reported that the owner of the 1.2 acres of property adjacent to the Agri Exposition Center had agreed to sell the property at the Board's negotiated rate of \$15,000 (plus the cost of the deed preparation). Upon a motion made by Chairman Wooten and seconded by Commissioner Kirby, the Board voted unanimously to purchase the property (associated budget amendment below).

<u>EXPENDITURE</u>		<u>Finance/Contingency</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase Decrease</u>
11141300	557000	Land Purchase	15,000.00
11999000	509700	Contingency	15,000.00

Item 3: Miscellaneous End of Year Items

Approval of Revised Funding Plan for JCPC This document was provided for Board consideration because some of the allocations had changed from the form

originally approved by the Board at their June meeting. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approved the revised funding plan document as submitted (Copy filed in Inc Minute Book _____, Page _____.)

Budget Amendments Upon a motion made by Commissioner Kivett and seconded by Commissioner Kirby, the following budget amendment was approved:

<u>EXPENDITURE</u>		<u>Solid Waste</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11347200	544028	Contracted Services Tire Disposal	20,000.00	
11999000	509700	Contingency		20,000.00

Adjournment

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board



RESOLUTION SUPPORTING HB 353 AND CREATION OF BLACK RIVER STATE PARK

WHEREAS, House Bill 353 was ratified in the 2017 legislation session, directing the Department of Natural and Cultural Resources to study the feasibility and desirability of the establishment of a state park on the Black River in Sampson County and an assessment of actions the State could take to improve the navigability of the river ; and

WHEREAS, A strategic plan commissioned by the Sampson County Convention and Visitors Bureau identifies the South River, the Black River, the Coharie and Six Runs Creeks as significant waterway assets for the County, but notes that there were few ways for visitors to engage with the waterways given limited public access, put-ins and options for use by non-boaters; and

WHEREAS, This strategic plan encourages the development of partnerships that could overcome the challenges that prohibit leveraging the full potential of the waterways as visitor and resident recreational opportunities and could ensure the preservation of these valuable natural resources for years to come.

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

Recognizes that the dramatically scenic Black River is, along with the County’s other waterways, a valuable natural resource that should be preserved for future generations; and

Supports the study commissioned by House Bill 353 and the ultimate creation of a state park along the Black River which would provide opportunities for our residents and visitors to enjoy this natural resource, promote tourism and economic growth in the County and encourage partnership efforts to maintain and preserve the waterway resources.

Adopted this the 10th day of July, 2017.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

THIS AGREEMENT made and entered into this ____ day of July, 2017, by and between the County of Sampson, one of the counties of the State of North Carolina and a body both politic and corporate, hereinafter referred to as "County", and the City of Clinton, a municipal corporation chartered by the State of North Carolina, hereinafter referred to as "City";

WITNESSTH:

THAT WHEREAS, the County desires for the City to provide planning services for County by and through its Planning and Development Department; and

WHEREAS, the City has agreed to provide such services for the County; and

WHEREAS, by action of the Sampson County Board of Commissioners and the Clinton City Council, the parties hereto have reached an agreement concerning the provision of planning services to the County.

NOW, THEREFORE, for and in consideration of the payment hereinafter mentioned, the mutual promises herein contained and the mutual benefits to result there from, and pursuant to the provisions of Chapter 160A and Chapter 153A of the North Carolina General Statutes, the County and City agree as follows:

1. TERM. The term of this agreement shall be for one (1) year beginning July 1, **2017**, and ending June 30, **2018**, and shall be renewed automatically thereafter for additional one (1) year terms if the parties agree upon a budget for said department and make appropriations in keeping with the agreed upon division of funding. If the parties cannot agree or do not appropriate funding on an agreed upon basis, then the contract shall be extended for a period of six (6) months and the County shall pay compensation to the City on the same basis that it paid for that period in the preceding fiscal year adjusted for inflation in accordance with the January Consumer Price Index for the South region as reported by the Bureau of Labor Statistics, Southeastern Regional Office for the category of all urban consumers, all items group.
2. DIVISION OF FUNDING. Parties agree that the division of funding for the initial term of this revised contract for planning services will require the County to pay **\$175,050** or 50 percent of the proposed budget. On or about April 1 of each year, the City will provide the County with a budget estimate for the upcoming fiscal year and a suggested division of funding. Parties agree that the division of funding for the County will remain at 50 percent for a minimum of three additional contract terms provided that the level of services remains substantially the same.
3. SERVICES. The City agrees to provide the County comprehensive planning services including zoning administration and enforcement, subdivision administration, long-range planning, and transportation planning. City employees will act as staff and provide proper reports to the Board of Commissioners, County Planning Board, and County Board of Adjustment, and will coordinate services with other City and County departments. City will provide day-to-day management of all department operations by the Planning and

Development Director under the direction of the City Manager. Any person having a complaint concerning planning services may direct it to the County Manager. County agrees to follow departmental protocol for all citizen complaints.

4. AUTHORIZATION. County agrees that the City of Clinton Planning and Development employees shall be authorized to enforce all County zoning, subdivision and other pertinent ordinances and regulations in the County in connection with providing the services listed above, The County agrees to promptly provide to the City of Clinton Planning and Development Department a copy of all properly adopted regulations and ordinances pertaining to the services listed above.
5. COMPENSATION. The County agrees to compensate the City for these services by paying the amount appropriated in its budget in equal biannual installments on July 15, and January 15.
6. FISCAL ACCOUNTABILITY. The City agrees to present the County with a budget that reflects the cost of operating the Planning and Development program. In addition, at the conclusion of each fiscal year, the Planning and Development Director will report to the City Manager any funds which were unexpended for capital, professional services or salaries resulting from any vacancy greater than thirty (30) consecutive days. Upon receipt of this information, the City Manager will cause a prorated portion of these unexpended funds to be refunded to the County.
7. FEES. Planning fees established by ordinance shall be collected by the City and deposited with the County Finance Department in a timely manner. Fee schedules will be reviewed annually for recommendations to the Board of Commissioners.
8. ASSETS PREVIOUSLY FURNISHED. The vehicle, furnishings, computers, equipment and supplies heretofore provided by the County to the City for planning services will continue to be in the possession of the City. At such time that the City no longer desires to use the vehicle, furnishings, computers, equipment and machines transferred by the County for use by the City's Planning and Development Department, such equipment will be returned to the County for disposal.
9. ASSETS ACQUIRED IN THE FUTURE. From and after July 1, 2017, the pro rata cost of capital assets of a value of \$500.00 or greater which are acquired for use by the Clinton/Sampson County Planning and Development Department will be determined during the budget process and approved by the Board of Commissioners and the City Council. The City will track these assets in such a fashion that when the capital assets are no longer being used by said department, they will be disposed of by the City in a timely manner and the proceeds derived from such sale will be divided between the City and County on the same pro rata basis as they were acquired.
10. TERMINATION. In addition to the method of termination provided in paragraph 1:
 - a) either party may terminate this agreement upon three (3) months written notice before the end of the term to the other party
 - b) notice shall be given to:

As to the City of Clinton: City Manager
Post Office Box 199
Clinton, NC 28329

As to the County of Sampson: County Manager
406 County Complex Road
Clinton, NC 28328

11. EFFECTIVE DATE. This agreement shall be effective upon its adoption by the majority vote of the members of the governing board of the County and City and its due execution by the proper officials of each unit of government and the minutes of each unit of government shall record the action taken in accordance herewith.

12. RETENTION OF POWERS. This is a contract for planning services only and each governmental unit retains its appointive and decision making powers within the respective jurisdictions.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials.

COUNTY OF SAMPSON

By: _____
Clark H. Wooten, Chairman
Board of Commissioners

ATTEST:

By: _____
Susan J. Holder, Clerk to the Board

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

CITY OF CLINTON

By: _____
Lew Starling, Jr., Mayor

ATTEST:

By: _____
Elaine F. Hunt, Clerk to the Board

AGREEMENT BETWEEN
EASTPOINTE HUMAN SERVICES
AND
COUNTY OF SAMPSON 4H PREVENTION PROGRAM
Prevention Program FY17-18

Eastpointe Human Services, hereinafter referred to as the LME, agrees to provide to the County of Sampson, hereinafter referred to as the Prevention Site, Prevention monies for the purpose of management and implementation of an approved evidenced based prevention program for the Prevention Program.

I. It is hereby agreed that the County of Sampson shall accept the authority and responsibility for operation of the Prevention Program in the following manner.

A. GENERAL RESPONSIBILITIES

1. The Prevention Site will provide the necessary supervision of the program including the management and employment of staff needed to operate the program.
2. The Prevention Site will assure that funds are being utilized to provide quality services.
3. The Prevention Site, in accordance with federal guidelines, will maintain a smoke free environment.
4. The Prevention Site will submit to the Wayne County Cooperative Extension Director data for the Semi-Annual report by January 5th (due to the Division on January 15th) and for the Year End Performance Report (PR) on July 5th (due to the Division on July 15th) each year the program is funded. Data will describe project activities, accomplishments, outcomes, and evaluation. Failure to furnish this data could result in a delay of payments to the Prevention Site. The Wayne County Cooperative Extension Director will forward this information to the LME.
5. The Prevention Site will submit monthly Financial Status Reports to the Wayne County Cooperative Extension Director to request reimbursement for funds expended by the 10th day of the month following the end of the month being reported. Failure to furnish this data could result in a delay of payments to the Prevention Site. The format for the Financial Status Report will be provided by the LME. The Wayne County Cooperative Extension Director will forward the monthly Financial Status Reports to the LME. The LME will make payment to the County of Sampson.
6. The Prevention Site will observe fund balance policy as dictated in the fund balance policy set out by the LME, if applicable.
7. The Prevention Site shall make available to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services and to the LME its program of accounting and client records for audit purposes. A copy of the independent audit, if required, shall be forwarded to the Office of the State Auditor at 300 North Salisbury Street; Raleigh, NC 27603-5903.
8. The Prevention Site agrees to carry liability insurance which will hold the LME harmless of any claim for damages arising out of the performance of services by the Prevention Site.
9. The LME and Prevention Site, in accordance with North Carolina General Statute 122C-146, shall prepare fee schedules for services and shall make every reasonable effort to collect appropriate reimbursement for costs in providing these services from individuals or entities able to pay, including insurance and third-party payment, except for individuals

subject to the terms of P.L. 99-457. However, no individual may be refused services because of an inability to pay. All funds collected from fees shall be used for fiscal operation or capital improvements of the program. The LME and the Prevention Site agree that the participants in the program shall not be charged a fee for these services.

10. The Prevention Site agrees to submit subrecipient monitoring reports that may be required in the format to be provided by the LME by the due date requested.

B. CLIENT RECORDS AND CONFIDENTIALITY

1. The Prevention Site agrees to maintain a project record for all clients enrolled in their program as set forth by the Early Intervention Team.
2. The Prevention Site agrees to adhere to confidentiality regulations as set forth by the Early Intervention Team.
3. The Prevention Site agrees to adhere to policies pertaining to Protection from Abuse, Neglect, or Exploitation.
4. The Prevention Site agrees to a review of their client records by the LME's Client Records Manager or designee.
5. The Prevention Site will ensure that all Clients Rights Rules applicable to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services are adhered to.
6. The Prevention Site is subject to review by the LME's Client Rights Committee and may be requested to submit periodic reports as set forth in the LME's Client Rights Policies/Procedures.
7. The Prevention Site shall provide the LME data about individual clients for research and study. Such data may be further transmitted to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services for research and study.
8. The Prevention Site shall maintain for a period of five (5) years from the date of service, client records and accounting records in accordance with generally accepted accounting principles and any other records as necessary to disclose fully the extent of services provided and billed under the Prevention Program. If the Prevention Site is required to submit annual cost reports, then records shall include invoices, checks, ledgers, contracts, personnel records, worksheets, schedules, etc. Such records are subject to audit and review by Federal and State representatives. Client's records shall be accessible for review for the purpose of monitoring services rendered, financial audits of third party payors, research and evaluation.

II. It is hereby agreed that the LME will provide the following:

- A. On a quarterly basis, the LME contact will conduct an on-site visit to monitor the various aspects of the program and to ensure that project specific objectives are being met.
- B. The LME shall provide consultation to the Prevention Site as needed, not only in the development of the educational program, but also in the area of financial and client record responsibilities. The Clinical Director shall be responsible for sending copies of drafts, pertinent rules, regulations, and other information necessary to the operations of the services provided by the Prevention Site.
- C. The LME will prepare and submit the Semi-Annual Report on January 15th and the Year End Performance Report (PR) on July 15th to Lee Lewis, with the Early Intervention Team, each year the program is funded. Data will describe project activities, accomplishments, outcomes, and evaluation.

- D. The LME may be asked to submit a special report by the Department of Education and/or SAMSHA for evaluation purposes. The Prevention Site may be requested to furnish data relating to this report.
- E. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.

III. GENERAL PROVISIONS

- A. Length of Agreement: July 1, 2017 through June 30, 2018.
- B. This Agreement will not exceed the amount of \$ **35,606.16** for the fiscal year 2017-2018.
- C. Method of Payment: The Prevention Site will submit a monthly Financial Status Report by the **10th** day of the month following the end of the month being reported to request reimbursement for expenditures. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.
- D. This Agreement may be terminated at any time upon mutual consent of both parties or thirty (30) days after one of the contracting parties gives notice of termination. This Agreement may be terminated immediately with cause upon written notice to the other party. The cause shall be documented in writing to the other party detailing the grounds for termination. The LME may terminate the Agreement immediately if State and local funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of the LME.
- E. It is understood that should The Prevention Site for any reason be unable to operate the program as set out above, a final accounting of all receipts and expenditures will be made. In addition, all equipment purchased under this agreement and money on hand in the Prevention Site account dispensed under this Agreement will become the property of the LME and will remain in the Substance Abuse program of the LME.
- F. Any disagreements that occur while the Agreement is in effect, shall be presented to the LME's Clinical Director. If the disagreement cannot be resolved at this level, the LME's Clinical Director will contact the LME's Area Director for a disposition. The Prevention Site has the right to appeal any decision to the Area Board of the LME.
- G. Budget revisions, if applicable, shall be prepared by the LME and the Prevention Site in accordance with the guidelines set forth by the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services.

IV. APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:
PO Box 369
Beulaville, NC 28518

CONTRACTOR Mailing Address:
55 Agriculture Place
Clinton, NC 28328
Telephone: 910-592-7161
Tax ID#: 56-6000338

Sarah Stroud, CEO
Eastpointe Human Services

Edwin Causey
Sampson County Manager

Date: _____

Date: _____

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services

Date: _____



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Sampson County Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: June 29, 2017

SUBJECT: Disposal of Records

Pursuant to records retention policy the Finance Department is requesting approval to dispose of the records listed below.

Description	Beginning Fiscal Year July 1,	Ending Fiscal Year June 30,
General ledger reports, cash disbursement journals, check registers, cancelled checks, check copies, budget journals	1977	1990
DSS client payment registers	1979	1990
Bank statements and reconciliations	1977	1990
Journal entries	1977	1990
Receipt books and copies of deposits	1981	1990
Payroll authorizations, leave reports, timesheets, check copies, personnel action forms and various computer reports, earnings ledgers	1978	1990
Tax deposits, refunds, and distribution reports	1984	1990

The records will be shredded.

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE of the COUNTY MANAGER

MEMORANDUM

TO: Board of Commissioners

FROM: Susan J. Holder, Assistant County Manager

DATE: June 30, 2017

RE: **Request for Approval of Records Disposal**

Pursuant to the County's Records Retention and Disposition Policy, the Administration Department is requesting approval to dispose of the records referenced below. These records were maintained in a storage unit and are essentially in a condition that renders them unable to be used; those files whose condition allow for preservation have been maintained.

1. 1984 Tax Foreclosure Records – appear to be attorney copies of such records
2. 1980 Property Tax Commission/Board of E&R files – appear to be attorney copies of such records
3. 1988 Tax Appeals – appear to be attorney copies of such records
4. 1986 - 1990 – Miscellaneous legal files, including Industrial Pollution Control Financing files - appear to be records of former County Attorney Cyrus (Jim) Faircloth
5. 1986 – Civil Summons/Sheriff Records – appear to be attorney copies of such records

These records will be disposed of per the Records Retention Policy and state regulations.

**Contract # 1 Fiscal Year Begins July 1, 2017 Ends June 30, 2018
Non-Emergency Medical Transportation**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Sampson Area Transportation (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 56-6000338 and DUNS Number 040044067 (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) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I)
- (10) Certification of Transportation (Attachment J)
- (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, 2017 and shall terminate on June 30, 2018. 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 \$1,065,900.00 per fiscal year. This amount consists of \$1,065,900.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$1,065,900.00 per fiscal year.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Lorie B. Sutton	Name & Title	Lorie B. Sutton
Company Name	Sampson Area Transportation	Company Name	Sampson Area Transportation
Street Address	405 County Complex Rd, Suite 140	Street Address	405 County Complex Rd, Suite 140
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4653		
Fax	910-591-2142		
Email	lbsutton@sampsonnc.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. Specific Language Not Previously Addressed:

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

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

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

Signature	Date
Lorie B. Sutton	Aging Director
Printed Name	Title

COUNTY

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

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

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

Signature of County Finance Director

Date

**Attachment A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

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

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

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

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

Transportation of Clients by Contractor:

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

Default and Termination

Termination Without Cause: The County 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

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 #1

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Sampson Area Transportation
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

B. B. Explanation of Services to be provided and to whom:

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (per DMA policy Section 2910 at <https://www2.ncdhhs.gov/info/olm/manuals/dma/abd/man/MA2910.htm> and SIS Code 250):

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

- SAT will notify DSS within 35 days of the date of a request full and complete information concerning the ownership of any subcontractors with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the SAT and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.
- All books and records maintained by SAT pertaining to this agreement will be open and made available for on-site monitoring by DSS and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- SAT shall report information to DSS for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. DSS does not pay for no-shows or driver wait time.
- SAT shall record and provide to DSS a record of all recipient complaints which deal with matters under the SAT's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- SAT will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- SAT will use the provided transportation billing codes on invoices to DSS that are submitted for payment of services provided.
- DSS will make specific written referrals to the SAT by 5:00 PM each workday with the date of all scheduled trips. It is the responsibility of SAT to pick up all referrals from DSS by 5:00 PM each workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. DSS may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. SAT will provide transportation as needed twenty-four hours a day seven days a week.
- SAT will ensure that only services and stops for the Medicaid Transportation recipient will be provided as specified on the transportation referral.
- SAT must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- DSS will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, SAT is required to provide minimal assistance to clients, when needed.
- SAT must use proper judgment in meeting the needs of DSS clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All SAT employees that will be transporting DSS clients to medical providers must wear uniforms. The uniforms must have the name of the contractor and the employee clearly visible on them. The SAT must maintain an adequate fleet of vehicles and drivers to accommodate the needs of DSS clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all DSS clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by DSS clients.
- SAT will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- SAT will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means the vehicle must be able to pass a North Carolina safety inspection at all time and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the contractor. When transporting DSS clients, all federal and state requirements must be followed concerning child restraints. Further, SAT shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of DSS clients. SAT must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, SAT must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of DSS limited English-speaking clients.
- SAT must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. SAT will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. SAT will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent SAT from transporting clients to their appointments on time, SAT should notify DSS immediately.

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

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

Negotiated County Rate - \$1.87 per reimbursable mile. Maximum reimbursement under this contract is \$1,065,900.00.

D. Number of units to be provided:

Estimated 570,000 reimbursable miles .

E. Details of Billing process and Time Frames:

SAT will submit to DSS on or before the 5th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. SAT will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks.

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

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

Sarah W. Bradshaw

Lorie B. Sutton

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	Aging Director Title
_____	_____
Sampson Area Transportation 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:

Sampson Area Transportation
Name of Organization

Lorie B. Sutton

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that Lorie B. Sutton personally appeared before me this day and acknowledged that he/she is Director of Sampson Area Transportation 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, 2017.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public Signature

My Commission expires _____, 20 ____

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

Aging Director
Title

Sampson Area Transportation
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

Aging Director _____
Title

Sampson Area Transportation
Agency/Organization

Date

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

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

ATTACHMENT I

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of July, 2017, by and between Sampson County Department of Social Services (“Covered Entity”) and Sampson Area Transportation (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

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

5. TERM AND TERMINATION

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

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURE: _____
Lorie B. Sutton
Sampson Area Transportation

Date: _____

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Sampson County Department of Social Services

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

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

Signature

Aging Director

Title

Sampson Area Transportation

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
- 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
- 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
- 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
- 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

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

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

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

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

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

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

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

Contractor's Name: Sampson Area Transportation

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent
Lorie B. Sutton

Title
Aging Director

Signature of Witness

Title
Accounting Specialist II

Printed Name of Witness

Date

Hurmean Beach

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: Sampson Area Transportation

By: _____
Signature Date
Lorie B. Sutton _____
Printed Name Aging Director
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 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 #2 Fiscal Year Begins July 1, 2017 Ends June 30, 2018
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, 2017 and shall terminate on June 30, 2018. 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 \$146,600.00 for the fiscal year. This amount consists of \$87,960.00 in Federal funds, \$7,330.00 in State Funds, \$51,310.00 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 \$146,600.00 for contract period.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Frank L. Bradshaw, President	Name & Title	Frank L. Bradshaw, President
Company Name	Warrick, Bradshaw & Lockamy, PA	Company Name	Warrick, Bradshaw & Lockamy, PA
Mailing Address	PO Box 1216	Mailing Address	609 College Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-590-2900		
Fax	910-590-2555		
Email			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

Signature	Date
Frank L. Bradshaw	President
Printed Name	Title

COUNTY

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

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

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

Signature of County Finance Officer 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

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 #2

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 - \$100. per hour for Children and Adult Protective Services, Foster Care Services and \$85. per hour for 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:

- 1411.5 Hours of legal services for Foster Care Services, Child Protective Services, Adult Protective Services @ \$100. per hour = \$141,150.00
50 Hours of legal services for Child Support Establishment and Enforcement @ \$85. per hour = \$4,250.00.
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.

Frank L. Bradshaw

Sarah W. Bradshaw

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, 2017.

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, 2017

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 ____

¹ 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

President
Title

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

Date

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

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

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

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

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

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

Signature – 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 1st day of July, 2017, 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
- 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
- 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
- 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
- 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

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

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

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

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

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

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

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

Contractor's Name: Warrick, Bradshaw & Lockamy, P.A.

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 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 #3 Fiscal Year Begins July 1, 2017 Ends June 30, 2018
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, 2017 and shall terminate on June 30, 2018. 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 \$58,225.00 for the fiscal year. This amount consists of \$38,428.00 in Federal funds, \$0 in State Funds, \$19,797.00 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 \$58,225.00 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.

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

COUNTY

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.

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 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

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 #3

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:

685 Hours of legal representation for Child Support Establishment and Enforcement, Foster Care Services, Child Protective Services, and Adult Protective Services @ \$85. per hour = \$58,225.

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, 2017.

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, 2017

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 ____

¹ 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 1st day of July, 2017, 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.

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

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
- 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
- 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
- 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
- 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

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

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

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

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

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

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

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

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

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 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.

Sampson County
Social Services Brick Wall/Playground Area Contract

This contract entered into this the 29th day of June, 2017, by and between Blizzard Construction Company, Inc. (hereinafter called "Contractor") and Sampson County Department of Social Services (hereinafter called "County").

AWARD OF CONTRACT: As provided, this contract and its award are based on the quote received from the Contractor for construction of a brick wall (lattice style) with preparation of site and installation of rubber chips covering the ground.

OVERALL SCOPE: The brick wall/playground area project shall commence no later than sixty (60) days after award of the Contract.

CONTRACT PRICE: As agreed upon the County will pay the Contractor in the amount of Seventy one thousand five hundred and four dollars (\$71,504.00) upon completion of the agreed upon work. Contractors quote is attached hereto.

REQUIRED COMPLETION: The work will be completed within 120 days of execution of contract.

PAYMENT TERMS: Net 30 days after the receipt of final invoice and approval. NO PREPAYMENTS.

INDEPENDENT CONTRACTOR: County and Contractor agree that Contractor is an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of Contractor's duties under this Contract. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Contractor, as an independent contractor, shall perform the services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

INSURANCE AND INDEMNITY: To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorney, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident.

Additionally, Contract shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate --- Bodily Injury Liability, and
\$1,000,000 per occurrence / \$1,000,000 annual aggregate --- Commercial General Liability and
\$ 100,000 Property Damage Liability, or
\$1,000,000 per occurrence / \$2,000,000 aggregate --- Combined Single Limit Bodily Injury and
Property Damage

The Contractor shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

Contractor, upon execution of this Contract, shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the commissioner of Insurance to do business in North Carolina. The Contract shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

HEALTH AND SAFETY: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.

NON-DISCRIMINATION IN EMPLOYMENT: Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for further County contracts.

GOVERNING LAW: This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Sampson and the State of North Carolina.

TERMINATION OF CONTRACT: This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The County may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the County shall pay the Contractor for Services rendered prior to the effective date of termination.

SUCCESSORS AND ASSIGNS: Contractor shall not assign its interest in this Contract without the written consent of County. Contractor has no authority to enter into contracts on behalf of County.

COMPLIANCE WITH LAWS: Contractor represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.

E-VERIFY: As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

IRAN DIVESTMENT ACT: Contractor complies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A 6(a).) It is each vendor's or contractor's responsibility to monitor its compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

RECORDS RETENTION AND REVIEW: The Contractor shall retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be

payment of any retention for the services.

AUDIT RIGHTS: For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within one (1) week of the request for them.

COUNTY NOT RESPONSIBLE FOR EXPENSES: County shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed in writing.

EQUIPMENT: Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

EXISTENCE: Contractor warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

CORPORATE AUTHORITY: By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the Contractor.

AMENDMENTS: This contract shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

CONTRACTOR'S REPRESENTATIONS: Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract documents and the other related data identified in the documents.
- b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
- c. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the work.
- d. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; and the site related drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the bidding document; and the Contractor's safety precautions and programs.
- e. Contractor does not consider that further examinations, investigations, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the contract documents.

f. The Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

g. Contractor has correlated the information known to Contractor information and observations obtained from visits to the site, and drawings and data identified in the contract documents and the quote.

h. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

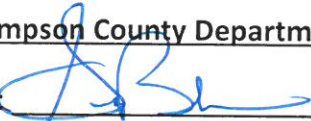
AVAILABILITY OF FUNDS: Contractor and the County agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County by the State of North Carolina.

All notices to Sampson County under this agreement shall be directed to:

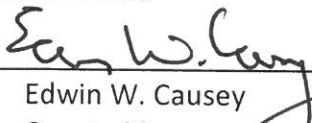
Linwood Reynolds, Public Works Director
Sampson County Public Works
827 Southeast Boulevard
Clinton, NC 28328
910-592-0188 ext. 4941

IN WITNESS WHEREOF, County and Contractor have caused this Contract to be executed by a duly authorized individual. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

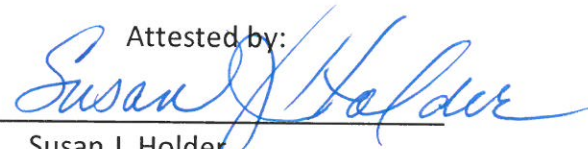
Sampson County Department of Social Services

By: 
Sarah Bradshaw
Director, Sampson County Department of Social Services

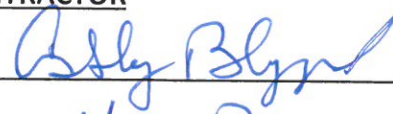
Sampson County

By: 
Edwin W. Causey
County Manager, Sampson County

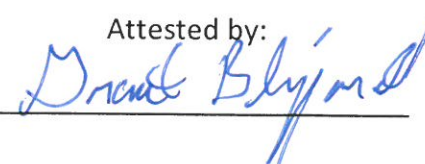
Attested by:

By: 
Susan J. Holder
Assistant County Manager

CONTRACTOR

By: 
Vice Pres.
Title

Attested by:

By: 
Title

BLIZZARD CONSTRUCTION COMPANY, INC.

P.O. Box 372 - 3515 East NC 24
Beulaville, N.C. 28518

Phone: 910-298-4740
Fax: 910-298-4340

June 28, 2017

Proposal

To: Sampson County

Job: Social Service Playground Area

We propose to provide material, labor, taxes and insurance to do the following:

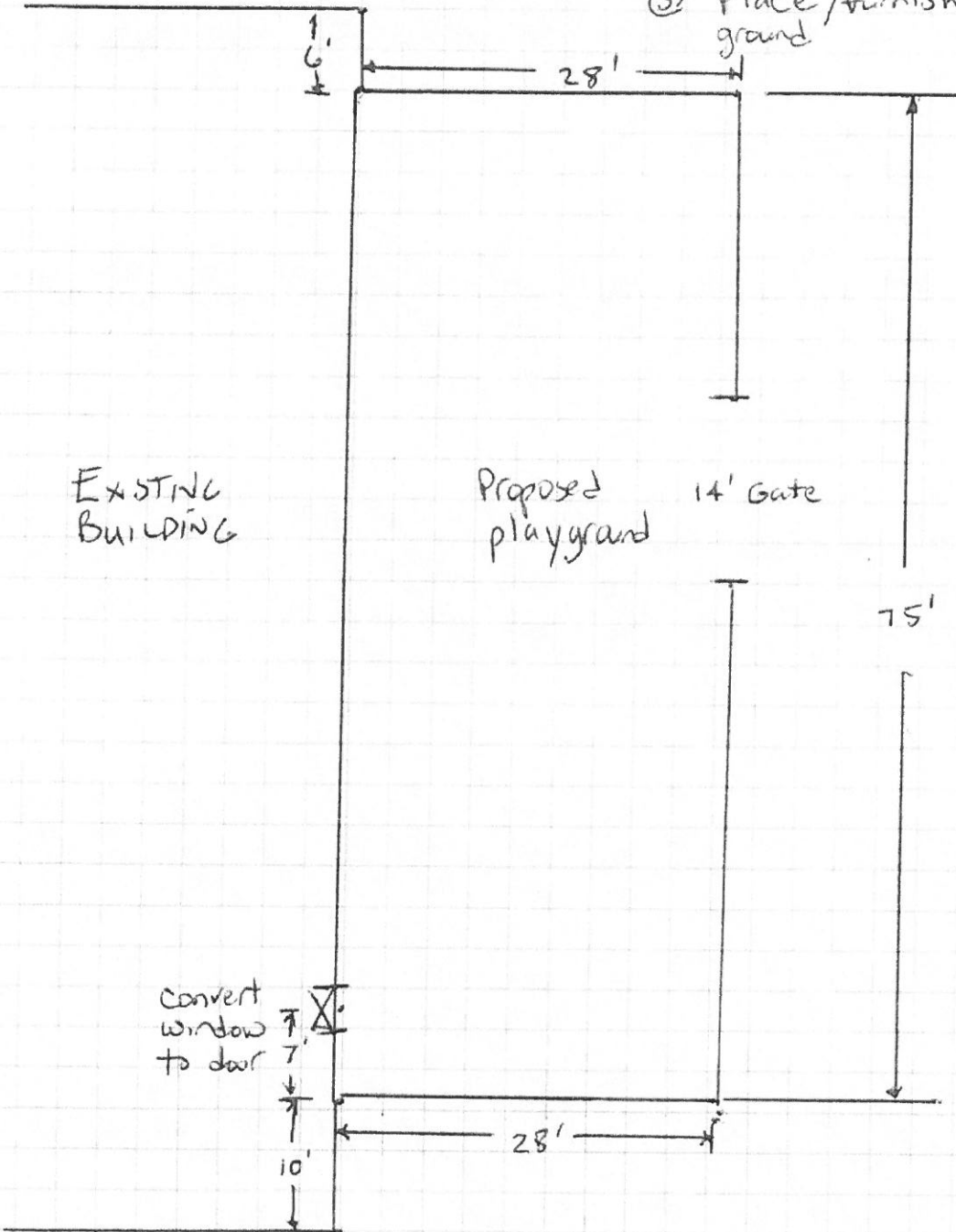
1. Convert window to door.
2. Grade lot for playground.
3. 6 ft. tall brick wall/footer
4. Install 12' Gate.
5. Place/furnish rubberized chips on ground
6. Remove shelter, asphalt walk.

Total \$71,504.00



Sampson Co.

- ② Grade lot for playground
- ③ 6 ft tall brick wall/footer
- ④ install 14' Gate +/-
- ⑤ Place/furnish rubberized on ground



- ⑥ ~~Remove~~ Remove existing shelter
- ⑦ All materials ~~to be~~ to be included in bid

All parties
Will need to be flexible with scope due to short time frame & budget constrain

Playground equip can be last priority if not enough funding

Sampson County
Assistance Policy
For the 2017 Cycle of the
Essential Single-Family Rehabilitation Loan Pool (ESFRLP17)

What is the Essential Single-Family Rehabilitation Loan Pool?

Sampson County has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the 2017 cycle of the Essential Single-Family Rehabilitation Loan Pool (“ESFRLP17”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESRLP17 assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

Sampson County has been allocated an initial set-aside of \$175,000 which it plans to apply toward the rehabilitation of five houses in Sampson County. After demonstrating successful use of the initial set-aside, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP17 loan pool.

This Assistance Policy describes who is eligible for assistance under ESFRLP17, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Sampson County has designed the ESFRLP17 project to be fair, open and consistent with its approved application for funding and with ESFRLP17 Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development’s (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$3,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

Who is Eligible to Apply?

There are three major requirements to be eligible for ESFRLP17 assistance:

- 1) The housing unit to be rehabilitated with ESFRLP funds must be located in Sampson County, and must be owner-occupied. The household occupying the unit must have an elderly, disabled and/or veteran (see definitions) fulltime household member or a child aged 6 or under if there are lead hazards in the home;
- 2) The gross annual household income must not exceed 80% of the Area Median Income for the County (see income limit table on the following page) and;
- 3) The cost of rehabilitation cannot exceed the ESFRLP17 Program limit of \$25,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP17 Administrator’s Manual (available online at www.NCHFA.com).

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet ESFRLP Property Standards or the local minimum housing code.
- Site-built and off frame modular units are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a full masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care). Program funds may only be used to improve the residential portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Sampson County’s Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Sampson County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property cannot be located in the 100 year flood plain. (*Sampson County will verify whether the home is in the flood plain.*)
- The property cannot have been repaired or rehabilitated with public funding of \$25,000 or more within the past 10 years without NCHFA approval.

**2017 Income Limits for Sampson County’s
Essential Single-Family Rehabilitation Loan Pool (ESFRLP17)**

Number in Household	30% of Median Income	50% of Median (“Very Low Income”)	80% of Median (“Low Income”)
1	\$10,250	\$17,050	\$27,300
2	\$11,700	\$19,500	\$31,200
3	\$13,150	\$21,950	\$35,100
4	\$14,600	\$24,350	\$38,950
5	\$15,800	\$26,300	\$42,100
6	\$16,950	\$28,250	\$45,200
7	\$18,150	\$30,200	\$48,300
8	\$19,300	\$32,150	\$51,450

*Income limits are subject to change based on annually published HUD HOME Limits.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Sampson County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Sampson County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come first served basis.

**Priority Ranking System for Sampson County’s
2017 Essential Single-Family Rehabilitation Loan Pool**

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Household with a child age 6 or under with lead hazards in the home	5
Elderly Head of Household (<i>62 or older</i>)	4
Disabled Head of Household	4
Veteran Head of Household	4
Disabled, Elderly or Veteran Household Member (<i>not Head of Household</i>)	2
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	5
30% to 50% of County Median Income	4
50% to 80% of County Median Income	3

Definitions under ESFRLP17 are:

- *Elderly:* An individual aged 62 or older.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household who has resided in the dwelling unit for at least 3 months prior to the submission of the family’s application.
- *Veteran:* A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its

predecessors), and who was discharged or released there from under conditions other than dishonorable.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are The Terms of Assistance Under ESFRLP17?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan:

To provide assistance to households selected for the project, NCHFA will create loan documents including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$25,000. This loan covering the hard costs remains 0% interest and forgivable at \$3,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$3,000 per year. For example, if the amount of the loan is \$21,452, then the term is 8 years (\$21,000 forgiven over the first 7 years and \$452 forgiven at the end of the 8th year). The maximum term of the loan will be nine years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible ($\leq 80\%$ AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant:

To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/ estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What Kinds Of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP17 Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the more stringent requirements of either NCHFA's Essential Property Standard or applicable jurisdiction's Minimum Housing Code (These are "habitability standards" which set minimum standards for decent, safe and sanitary living conditions.) Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP17 Administrator's Manual which you may view, at reasonable times, upon request, at the Sampson County Complex, 406 County Complex Road, Suite 120, Clinton, NC or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP17 are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.)

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP17, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and

the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do The Work On The Homes?

Sampson County is obligated under ESFRLP17 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these requirements, Sampson County will invite bids only from contractors who are part of an "Approved Contractors Registry". For additional information about procurement and disbursement procedures, please refer to the ESFRLP17 Procurement and Disbursement Policy for Sampson County.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.
- All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved contractors' registry are welcome to invite them to apply.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool and what type of work can be done through the Program. Let's go through the steps for getting the work done:

- 1. Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by October 31, 2017. Apply by contacting Juanita Brewington, Purchasing and Contracting Officer, Sampson County, 406 County Complex Road, Suite 120, Clinton, NC 28328, or by calling 910-592-7181 X-2256. Proof of ownership and income will be required. Those who have applied for housing assistance from Sampson County in the past will not automatically be reconsidered and must complete a new pre-application form.
- 2. Client Referral and Support Services** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the County. For households that meet the requirements of the pre-application step and qualify to receive assistance through

the ESFRLP program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program.

3. **Preliminary inspection:** Sampson County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.
4. **Screening of applicants:** Applications will be ranked by Sampson County based on the priority system outlined on page 3 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by November 30, 2017. Household income will be verified for program purposes only (information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. From this review, the five most qualified applicants will be chosen according to the priority system described above; there will be a list of two (2) alternates. Sampson County will then submit to NCHFA an ESFRLP17 Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
5. **Written agreement:** A Homeowner Written Agreement, between the homeowner and Sampson County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.
6. **Pre-rehab inspection & unit evaluation:** Sampson County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
8. **Lead and Other Testing:** Sampson County will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead and asbestos hazards. All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry who will be given no less than seven days

in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Board Room of the Sampson County Administration Office located at 406 County Complex Road, Suite 120, Clinton, NC at a specified date and time, with all bidders invited to attend.

- 10. Contractor selection:** Within 72 hours of the bid opening the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
- 11. Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. *By law, homeowner's have the right to hire legal representation of their choosing at loan closing.* If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Unrepresented Borrower Affidavit". Rehabilitation contract documents will be executed by the homeowner and contractor with Sampson County signing on as an interested third party prior to the commencement of any construction. Sampson County will facilitate with the loan closing and recordation of these documents and forward the recorded documents to NCHFA.
- 12. Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Sampson County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Sampson County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
- 13. Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Sampson County ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
- 14. Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Sampson County's Rehabilitation Specialist, and the Sampson County Program Administrator and reduced in writing as a contract amendment ("change order"). The owner, contractor and two Sampson County personnel must execute any change order agreements to the construction contract.

15. Progress payments: The contractor is entitled to request two partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days.

16. Closeout: When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by the date on the Owner's Certification of Satisfaction.

17. Post-construction conference: Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.

18. Final loan amount determination: If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders, NCHFA will prepare an estoppel for a loan reduction or modification agreement for loan increases as necessary at the time of closeout of the unit to modify the loan amount when there is a need for a change order involving a change in the original loan amount). The loan will remain the property of NCHFA, with original documents remaining there for storage and servicing. Please note that it is the responsibility of the owner to record an estoppel if they wish this to be reflected in the Deed of Trust.

19. The warranty period: It is extremely important that any problems with the work that was performed be reported by the homeowner to the Sampson County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 11, 2017.
- Applications must be turned in at the Sampson County Administration Office by 5:00 PM on October 31, 2017.
- Selection of units will be made on January 9, 2018.
- All rehabilitation work must be under contract by December 31, 2019.
- All rehabilitation work must be completed by June 26, 2020.

How do I request an application?

Contact:

Juanita Brewington, Purchasing and Contracting Officer
Sampson County
406 County Complex Road, Suite 120
Clinton, NC 28328
Phone: 910-592-7181 (X-2256)

Or: pick up an application at the Sampson County Administration Building, 406 County Complex Road, Suite 120, Clinton, North Carolina.

Is there a procedure for dealing with complaints, disputes and appeals?

Although the application process and rehabilitation guidelines are meant to be as fair as possible, Sampson County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Juanita Brewington, Purchasing and Contracting Officer, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. Sampson County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the County Manager. Should the mediation conference fail to resolve the dispute, the County Manager will render a written final decision.
4. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the

homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Sampson County's final decision may appeal to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential?

Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Sampson County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest?

No employee or board member of Sampson County, or entity contracting with Sampson County, who exercises any functions or responsibilities with respect to the ESFRLP17 project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Sampson County employees or of Sampson County board members and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Sampson County Board of Commissioners and written permission from NCHFA.

What about favoritism?

All activities under ESFRLP17, including rating and ranking applications, inviting bids, selecting contractors, and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP17 Program

The County of Sampson will advertise or publish an article about the Essential Single Family Rehabilitation Loan Pool Program via the following media/venues: the local newspaper serving the County (The Sampson Independent), at senior centers throughout the County and on the County's website.

Who can I contact about the ESFRLP17 program?

Any questions regarding any part of this application or program should be addressed to:

Juanita Brewington
Purchasing and Contracting Officer
Sampson County
406 County Complex Road, Suite 120
Clinton, NC 28328
Phone: 910-592-7181 ext. 2256

Brendan Nolan
Rehabilitation Specialist
The Wooten Company
301 West 14th Street
Greenville, NC 27834
Phone: 252-757-1096

This Assistance Policy is adopted this the _____ day of _____, 2017.

Clark Wooten, Chairman
Sampson County Board of Commissioners

Attest:

Susan J. Holder
Clerk to the Board

Sampson County
Procurement and Disbursement Policy
ESSENTIAL SINGLE FAMILY REHABILITATION LOAN POOL (ESFRLP17)

PROCUREMENT POLICY

1. To the maximum extent practical, Sampson County (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of the County's approved contractor registry.
2. Any current contractor listed with and approved by the County and in good standing (ie. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the contractor registry.
3. To be listed in the Approved Contractor Registry, a contractor must complete an application, have their recent work references checked by the County's Rehabilitation Specialist and submit proof of insurance. All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with this certificate on file will be invited to bid on pre-1978 homes.
4. At least three (3) eligible contractors on the County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, (c) the contractor has not been suspended or debarred and (d) there is no conflict of interest (real or apparent).
5. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
6. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Board Room of the Sampson County Administration Office,

406 County Complex Road, Suite 120, Clinton, NC at a specified date and time, with all bidders invited to attend.

7. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
8. The County reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented. In the event phone bids are used, the County of Sampson will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. The County will track who has been called and responsive, and will rotate through the full list before beginning the rotation again.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 72 hours of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
11. The contractor is responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. Sampson County ESFRLP staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.

12. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price.
13. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and “walk thru” shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP Sampson County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, Sampson County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
14. The County of Sampson is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County’s Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.
3. Following construction, the contractor and the Rehabilitation Specialist will meet with the Homeowner in a post-construction conference. At this

conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner and be available to answer homeowner questions.

4. Project Closeout: When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the County's Essential Single Family Rehabilitation Loan Pool Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work.
5. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____ 20__.

COUNTY OF SAMPSON:

BY: _____

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

Providing Meaningful Communication with Persons with Limited English Proficiency

County of Sampson

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the civil Rights Act of 1964 prohibits discrimination based on the grounds of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY

In order to avoid discrimination on the grounds of national origin the county of Sampson will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the County has to ensure LEP individuals can communicate effectively.

DEFINITIONS

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the county, who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with County staff.

Title VI Compliance Officer – The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP – 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the County and speak a primary language other than English and have limited English proficiency.

PROCEDURES

IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The County of Sampson will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards"), and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

OBTAINING A QUALIFIED INTERPRETER

Title VI Compliance Officer: Susan J. Holder
Assistant County Manager/Clerk to the Board
406 County Complex Road
Clinton, North Carolina, 28328
910-592-6308

The County will obtain an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

The County will utilize bilingual staff members in various county human services departments including the Finance Department, Department of Social Services, Health Department and Department of Aging. There are approximately ten qualified interpreters within these departments. In instances where such staff are not readily available, agencies will utilize telephone interpreter services with which the County may have contractual agreements during any fiscal year. Contractual services will be utilized to meet sign language needs.

Sampson County Finance Department – 8 am – 5 pm – 910-592-7181
Sampson County Dept. of Social Services – 8 am – 5 pm – 910-592-7131
Sampson County Health Department – 8 am – 5 pm – 910-592-1131
Sampson County Dept. of Aging – 8 am – 5 pm – 910-592-4653

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

PROVIDING WRITTEN TRANSLATIONS

When translation of vital documents is needed, the County of Sampson will submit documents for translation into frequently-encountered languages. Facilities will provide

translation of other written materials, if needed, as well as written notice of the availability of translation, for LEP individuals.

PROVIDING NOTICE TO LEP PERSONS

The County of Sampson will inform LEP persons of the availability of language assistance by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE COUNTY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters and translators needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry at the Sampson County Office Complex.

Notification will also be provided by an annual notification in a local newspaper.

MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

REPORTING

The County will complete an annual compliance report.

MONITORING

The County will complete a self-monitoring report on a quarterly basis, using a standardized reporting system. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided upon request.

The County will cooperate, when requested, with special reviews.

APPLICANT/RECIPIENT COMPLAINTS OF DISCRIMINATORY TREATMENT

COMPLAINTS

The County will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed

in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.

The County will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The County will notify the appropriate section of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

RESOLUTION OF MATTER

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The Compliance Officer will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15 day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved, then complaint will be forwarded to Department of Justice (DOJ) and Department of Housing and Urban Development (HUD) Field Office.

Adopted _____

Clark Wooten, Chairman
Sampson County Board of Commissioners

Susan J. Holder
Clerk to the Board

SEAL

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082 8059

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 Dorothy Bullard Royal in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2017	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>142.61</u>

These taxes were assessed through clerical error as follows.

2017 NISSAN
Vehicle Sold Tag turned to FD
Tag # EHV1346

God County Tax 127.96
School Tax _____
Fire Tax 14.65
City Tax _____
TOTAL \$ 142.61

Mailing Address.

X 737.5 Outrey Hwy.
Outreyville, N.C. 28318

Yours very truly

X Dorothy Royal
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

8070

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 Jeff Smith
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2016</u>	\$ <u>115.13</u>
<u>§</u>	\$ <u>4</u>
<u>§</u>	\$ _____
<u>§</u>	\$ _____
<u>§</u>	\$ _____
<u>§</u>	\$ _____
TOTAL REFUND	\$ <u>115.13</u>

These taxes were assessed through clerical error as follows.

Bill # 6018833121
XTP 8930
Tas Turn in (sold)
2012 Toyota

601	County Tax	<u>102.75</u>
	School Tax	_____
719	Fire Tax	<u>12.38</u>
	City Tax	_____
	TOTAL \$	<u>115.13</u>

Mailing Address.

X 1094 Pearson Rd
Clinton, NC. 28328

Yours very truly

Jeff Smith
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

8075

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 Royal Hall Funeral Home in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2016</u>	\$ <u>119.57</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>119.57</u>

These taxes were assessed through clerical error as follows.

Bill # 006675692
3836SP
Tag. Turned in (Sold)
2010 Cadillac

500 County Tax	<u>63.82</u>
501 School Tax	<u>11.15</u>
Fire Tax	<u>(7.03)</u>
702 City Tax	<u>30.76 + 13.84</u>
TOTAL \$	<u>119.57</u>

Mailing Address.

Royal-Hall Funeral Home, INC
PO Box 815
Clinton, NC. 28329

Yours very truly

Royal-Hall Funeral Home ; [Signature]
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8076

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 Pamela Jean Best in Westbrook Township, Sampson County, for the year(s) and in the amount(s) of: 19008424001

YEAR	
<u>2016</u>	\$ <u>80.⁰⁰</u>
<u>2015</u>	\$ <u>80.⁰⁰</u>
<u>2014</u>	\$ <u>80.⁰⁰</u>
<u>2013</u>	\$ <u>76.¹³</u>
	\$ _____
TOTAL REFUND	\$ <u>316.¹³</u>

These taxes were assessed through clerical error as follows:
*Acreage corrected from 51 to 33 per deed bk 692 pg 3454
owners request. 17 acres double listed
to 19008500007.*

County Tax 281.⁷³
School Tax _____
Fire Tax 34.40
City Tax _____
TOTAL \$ 316.¹³

Mailing Address.

5542 Sea Daisy Dr.
Raleigh, NC 27606-3748

Yours very truly

Pamela J. Best
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8087

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 Ronnie Lee Warren in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2016</u>	\$ <u>320.99</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
TOTAL REFUND	\$ <u>320.99</u>

These taxes were assessed through clerical error as follows.

Bill # 0031780383
Eal 3608
Tag Turned in (traded)
2016 Ford

601	County Tax	<u>289.59</u>
	School Tax	_____
706	Fire Tax	<u>31.40</u>
	City Tax	_____
	TOTAL \$	<u>320.99</u>

Mailing Address.

RONNIE L. WARREN
572 CORE ROAD
DUNN, N.C. 28334

Yours very truly

Ronnie L. Warren
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

8090

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 Helen Diana Barefoot in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2016</u>	\$ <u>254.43</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>254.43</u>

These taxes were assessed through clerical error as follows.

*Bill # 0027442374
Tag # DFE 9414
2010 LNDR MP
Vehicle Sold, Tag Turned In*

God County Tax 227.07
School Tax _____
F19 Fire Tax 27.36
City Tax _____
TOTAL \$ 254.43

Mailing Address.

2052 Isaac Weeks Rd.
Clinton, NC 28328

Yours very truly

Helen Diana Barefoot
Taxpayer

Social Security _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

7/1/2017
6/19/2017

MEMO:

FROM: MELANIE HARRIS

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

1. It is requested that the budget for the SAMPSON SOIL & WATER Department be amended as follows:

EXPENDITURE


<u>CODE NUMBER</u>	<u>DESCRIPTION (OBJECT OF EXPENDITURE)</u>	<u>INCREASE</u>	<u>DECREASE</u>
28349610 526200	Departmental Supplies	1,640.00	

REVENUE

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
28334961 409909	Fund Bal Appropriated State	1,640.00	

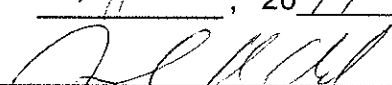
1. Reason (s) for the above request is/are as follows:

Funding to purchase 5 new office chairs as approved by the Sampson SWCD Board of Supervisors at the February 2016 Board Meeting and again at the December 2016 Board Meeting


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

7/1, 2017

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

_____, 20____

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

July 1, 2017

MEMO:

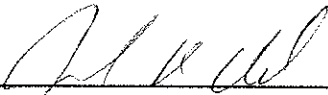
FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410-581020	Turkey fire department	30,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23043420-499900	Fund balance appropriated	30,000.00	

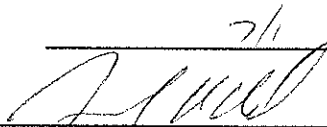
2. Reason(s) for the above request is/are as follows:
 Request by fire department to allocate funds to purchase heavy rescue truck.



 (Signature of Department Head)

ENDORSEMENT


1. Forwarded, recommending approval/disapproval.

_____, 2017


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


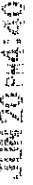
 (County Manager & Budget Officer)

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

TURKEY VOLUNTEER FIRE DEPARTMENT

P.O. BOX 98

TURKEY, N.C. 28393



Sampson County Finance Office

Attn. David Clack

In reference to our phone conversation I am requesting release of Thirty -Thousand Dollars (\$30,000) from our fund balance to pay for a heavy rescue truck for our department. The purchase has already been made, and we need to return the money to our operating fund. Our board of directors met and approved this purchase. We realize this is not the normal procedure but the truck became available and the equipment on the truck far exceeds the purchase price and we knew it would not be on the market very long. Thank you in advance for your consideration in this matter.

Yours in service,

Turkey Volunteer Fire Department

Sec./Tres. B.O.D TVFD Inc.


William S. Boose

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Special Revenue

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 5th day of June, 2017, passed the following resolution:

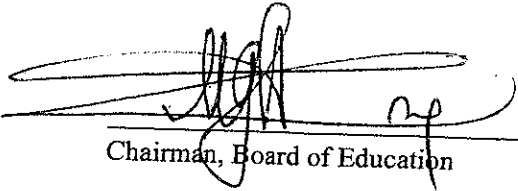
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

Total appropriation in current budget	\$1,049,142.75
Total increase/decrease of amendment	\$244,342.84
Total appropriation in amended budget	\$1,293,485.59

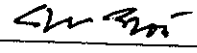
Passed by majority vote of the Clinton City Board of Education on the ____ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2017.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: SPECIAL REVENUE

CODE	DESCRIPTION	INCREASE	DECREASE
8.5110.001.181	SUPPLEMENT PAY		\$2,240.00
8.5340.009.184	BONUS LEAVE PAY	\$2,240.00	
8.5110.505.311	SIMPLE GIFTS GRANTS	\$85,636.75	
8.5110.506.411	LOWE'S TOOL BOX GRANTS	\$37,190.74	
8.5210.508.411	CHAMPIONS ACCT	\$12,306.21	
8.5320.310.146.320	SALARY – INDIAN ED.		\$20,340.00
8.5320.310.146.330	SALARY – INDIAN ED.	\$17,701.70	
8.5320.310.182.320	TRAVEL		\$1,200.00
8.5320.310.182.330	TRAVEL	\$1,243.50	
8.5320.310.211.330	SOC. SECURITY		\$1,648.00
8.5320.310.211.320	SOC. SECURITY	\$1,354.18	
8.5320.310.221.320	RETIREMENT		\$3,518.00
8.5320.310.221.330	RETIREMENT	\$2,997.78	
8.5320.310.231.320	HOSPITALIZATION		\$5,471.00
8.5320.310.231.330	HOSPITALIZATION	\$5,671.00	
8.5320.310.312	WORKSHOP EXPENSE	\$54.80	
8.5320.310.411	INSTRUCTIONAL SUPPLIES	\$5,326.04	
8.5320.310.414	LIBRARY BOOKS	\$98.00	
8.5320.310.418	COMPUTER SOFTWARE		\$1,335.00
8.5320.310.458	COMPUTER SOFTWARE	\$86.00	
8.5320.310.459	OTHER FOOD PURCHAES	\$403.00	
8.5350.611.411	SUPPLIES AND MATERIALS	\$3,450.00	
8.6550.706.551	PURCHASE OF VEHICLE	\$90,353.00	
8.8600.499.411	C.A.F.E SUPPLIES	\$13,982.14	

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 5th day of June, 2017, passed the following resolution:

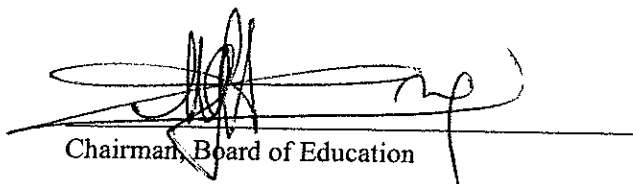
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

Total appropriation in current budget	\$2,778,778.58
Total increase/decrease of amendment	\$26,574.78
Total appropriation in amended budget	\$2,805,353.36

Passed by majority vote of the Clinton City Board of Education on the ____ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2017.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5120.017.312	WORKSHOP EXPENSE	\$1,685.00	
3.5330.050.461	FURNITURE AND EQUIPMENT		\$13,386.00
3.5110.060.162	SUBSTITUTE PAY		\$4,933.00
3.5110.070.163	SUBSTITUTE PAY		\$871.00
3.5110.103.411	SUPPLIES AND MATERIALS		\$4,394.00
3.5330.104.411	SUPPLIES AND MATERIALS	\$782.92	
3.5110.109.181	SUPPLEMENTS		\$2,341.00
ADJUST BUDGET TO ACTUAL			
3.5210.114.142	SALARY	\$30,671.89	
3.5210.114.184	LONGEVITY	\$849.38	
3.5210.114.211	SOCIAL SECURITY	\$2,411.38	
3.5210.114.221	RETIREMENT	\$5,147.43	
3.5210.114.231	HOSPITALIZATION	\$8,658.21	
3.5210.114.232	WORKERS' COMPENSATION	\$293.57	
ALLOCATION			
3.5240.118.312	WORKSHOP EXPENSE	\$2,000.00	
ALLOCATION			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: STATE

Budget Amendment: 10

The Clinton City Board of Education at a meeting on the 5th day of June, 2017, passed the following resolution:

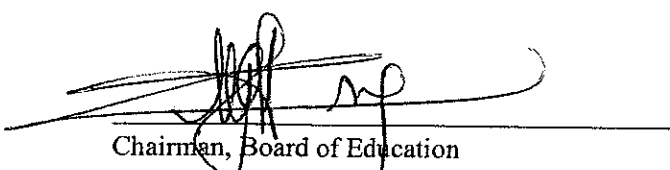
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

Total appropriation in current budget	\$19,133,145.82
Total increase/decrease of amendment	208.00
Total appropriation in amended budget	\$19,133,353.82

Passed by majority vote of the Clinton City Board of Education on the ____ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2017.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.3100	REVENUE		\$208.00
1.5110.015.462	TECHNOLOGY	\$208.00	
ADJUST BUDGET TO ACTUAL			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: **9**

The Clinton City Board of Education at a meeting on the 5th day of June, 2017, passed the following resolution:

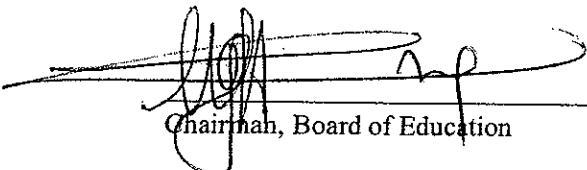
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

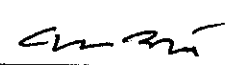
Total appropriation in current budget	\$19,133,145.82
Total increase/decrease of amendment	0.00
Total appropriation in amended budget	\$19,133,145.82

Passed by majority vote of the Clinton City Board of Education on the ____ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2017.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.3211.130	REVENUE	\$41.00	
1.5110.130.412	TEXTBOOKS		\$41.00
1.3211.130	REVENUE		\$10,868.00
1.5110.130.412	TEXTBOOKS	\$10,868.00	
1.3211.130	REVENUE	\$64,291.00	
1.5110.130.412	TEXTBOOKS		\$64,291.00
1.3211.130	REVENUE	\$1,272.00	
1.5110.130.412	TEXTBOOKS		\$1,272.00
1.5110.061.411	INSTRUCTIONAL SUPPLIES		\$103.00
1.6550.056.171	BUS DRIVER	\$103.00	
ADJUST BUDGET TO ACTUAL			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: STATE

Budget Amendment: 8

The Clinton City Board of Education at a meeting on the 5th day of June, 2017, passed the following resolution:

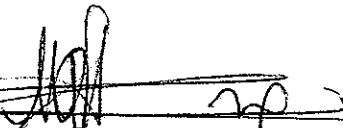
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

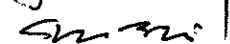
Total appropriation in current budget	\$19,153,165.66
Total increase/decrease of amendment	-\$20,019.84
Total appropriation in amended budget	\$19,133,145.82

Passed by majority vote of the Clinton City Board of Education on the ____ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2017.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

CODE	DESCRIPTION	INCREASE	DECREASE
			\$709.09
1.5110.046.180.000	Third Grade Test Result Bonus		
1.5110.046.180.000	Third Grade Test Result Bonus	\$3,231.00	
1.5110.003.162.000	Substitute Pay	\$1,575.00	
1.5110.056.165.000	Substitute Bus Pay	\$1,065.00	
1.5110.015.462.000	Computer Equipment	\$178.00	
1.5110.003.162.000	Substitute Pay	\$575.00	
1.5110.045.180.000	Legislative Bonus	\$14,532.25	
ADJUST BUDGET TO ACTUAL			
1.5110.061.413.000	Instructional Supplies	\$898.00	
1.5110.061.413.000	Instructional Supplies	\$374.00	
1.5110.130.412	Textbooks		\$41,739.00
ABC TRANSFER			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: STATE

Budget Amendment: 7

The Clinton City Board of Education at a meeting on the 1st day of May, 2017, passed the following resolution:

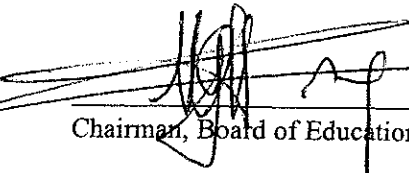
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING


Total appropriation in current budget	\$19,007,733.66
Total increase/decrease of amendment	\$145,432.00
Total appropriation in amended budget	\$19,153,165.66

Passed by majority vote of the Clinton City Board of Education on the ____ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2017.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5110.061.413.000	Instructional Supplies	\$3531.00	
1.5110.015.411.000	Instructional Supplies	\$256.00	
1.5110.061.413.000	Instructional Supplies	\$38,208.00	
ABC TRANSFER			
1.5350.016.121.000	Summer Reading Program	\$99,273.00	
1.5110.003.162.000	Non-Instructional Support	\$4,164.00	
ADJUST BUDGET TO ACTUAL			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Local

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 5th day of June, 2017, passed the following resolution:

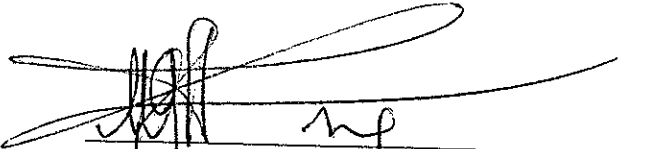
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

Total appropriation in current budget	\$5,438,675.00
Total increase/decrease of amendment	-\$85,353.00
Total appropriation in amended budget	\$5,353,322.00

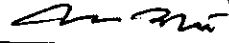
Passed by majority vote of the Clinton City Board of Education on the ___ day of _____ 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ___ day of _____ 2017.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: LOCAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
2.6940.009.188	Annual Leave Payout		\$6,200.00
2.5270.045.180	Bonus Pay	\$6,200.00	
2.6110.028.312	Professional Development		\$10,000.00
2.5870.028.312	Professional Development		\$5,000.00
2.6110.801.361	Advanced Ed	\$15,000.00	
2.5110.061.411.	Instructional Supplies		\$1,477.24
2.5870.028.312	Professional Development	\$1,477.24	
2.5110.033.183	Merit Pay Bonus		\$560.00
2.8100.036.717	Virtual Charter Schools	\$560.00	
2.6550.056.551	Bus Purchase		\$90,353.00
2.5110.061.411	Teacher of the Year	\$5,000.00	
2.5501.801.181	Supplement Pay		\$1,708.00
2.6530.802.321	Utilities	\$1,708.00	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: July 10, 2017

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

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. Opportunities for Public Comment on Proposed Land Use Plan

June 30, 2017

FOR IMMEDIATE RELEASE

For more information about this meeting, contact:

- Mary Rose, Director, Clinton-Sampson Planning Department, 910-299-4904;
mmr@cityofclintonnc.us

Sampson County Land Use Plan Steering Committee Seeks Public Input for Land Use Plan

The Sampson County Planning Board, Clinton-Sampson Planning Department, and Sampson County Land Use Plan Steering Committee are in the process of developing an updated Sampson County Land Use Plan. In the Summer of 2016, with the approval of the Sampson County Board of Commissioners, the Clinton-Sampson Planning Department staff initiated work on an in-house update to the Sampson County Land Use Plan. The in-house process, offered as a part of the County's ongoing cost-savings initiative, was anticipated to save the County as much as \$50,000 versus out-sourcing the project. Public input is an important aspect of any plan and will help guide the development of the final plan and any recommended changes or additions. Thus, the Land Use Plan Steering Committee is offering opportunities for public input at meetings in the northern, southern and central portions of the County:

- **Thursday, July 13, 2017 – 6:30 pm – Harrells Activity Center (EMS building) – 891 Ward Road, Harrells, NC**
- **Thursday, July 20, 2017 – 6:30 pm – Clinton City Hall Auditorium – 221 Lisbon Street, Clinton, NC**
- **Thursday, July 27, 2017 – 6:30 pm – Spivey's Corner Fire Department – 8200 Newton Grove Hwy, Dunn, NC**

Sampson County adopted its first Land Use Plan in 2001, with other plans, ordinances, and county-wide zoning to follow. In 1998, Sampson County adopted a Manufactured Home Park Ordinance, and followed in 1999 with the adoption of Subdivision regulations. County wide zoning was pursued and adopted in 2004.

Land Use Planning is a general term used for a branch of planning encompassing various disciplines which seek to provide some order to land use regulation in an efficient and ethical way, thus preventing land use conflicts between different types of land uses. Jurisdictions such as Sampson County use land use planning to manage growth and development within their jurisdiction. The elements of a land use plan may include land use/growth and development, economic development, transportation, open space and recreation, community facilities/infrastructure, conservation of environmentally sensitive areas, and hazard mitigation.

Participating member of this initiative were current Sampson County Planning Board members Ann Naylor, Chair, Clayton Hollingsworth, Vice-Chair, Debra Bass, Sherri Smith, Nancy Blackman, Stephen Parker, and Andrew Jackson, former Planning Board members Gary Mac Herring and Gary Henry, Land Use Steering Committee appointees Freddie Butler, Tim Butler, Andy Darden, and Gail Gainey. Participating staff were: Ed Causey, County Manager, Ronald Bass, Emergency Management Director,

Dana Hall, Recreation Director, Lin Reynolds, Public Works Director, John Swope, Economic Development Director, Mary M. Rose, Planning Director, Lyle Moore, Senior Planner, and Jake Palant, Planner.

"The decisions made by our Planning Board are based on the guidelines as set forth in our current Land Use Plan to ensure consistency in our decision making process. As our county has developed and changed, so should our thought process on how we view future growth. We encourage the participation of friends and neighbors during this process. In updating our existing plan, we will strive to formulate and recommend policies that allow for long term growth. We will focus on identifying the strengths and weaknesses of our county and make projections for growth that will benefit the county as a whole. Public participation is critical in helping to identify these components as we move forward." – *Ann Naylor, Chair, Sampson County Planning Board*

POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

A period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business.

As with Public Hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Generally, each speaker will be allocated five (5) minutes. **Speakers may not allocate their time to another speaker.** The Chairman (or presiding officer) may, at his discretion, decrease this time allocation, if the number of persons wishing to speak would unduly prolong the meeting.

The Public Comment period shall not exceed a total of thirty (30) minutes unless the Board entertains a successful majority vote to extend this period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk to the Board prior to the opening of the meeting by signing his or her name, address and a short description of his or her topic on a sign-up sheet stationed in the lobby of the County Auditorium.

If time allows, those who fail to register before the meeting may speak during the Public Comment period. These individuals will speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer); and then state his or her name, address and introduce the topic to be addressed.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained.

Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; **there shall be no expectation that the Board will answer impromptu questions.** However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. The Board will not take action on an item brought up during the Public Comments segment of the agenda and, when appropriate, items will be referred to the Manager or the proper Department Head.